Larry Klein, Chair
City of Sunnyvale

Sally Meadows, Vice Chair
City of Los Altos

Terry Hines
City of Campbell

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Zach Hilton
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City of Monte Sereno

Mark Turner
City of Morgan Hill

Pat Showalter
City of Mountain View

Chuck Page
City of Saratoga

Otto Lee
County of Santa Clara

Silicon Valley Clean Energy Authority
Board of Directors Meeting
Friday, November 13, 2026
3:00 p.m.

Sunnyvale Civic Center
456 W. Olive Avenue
Sunnyvale, CA

Gilroy City Hall
Administration Conference Room
7351 Rosanna St.
Gilroy, CA

Vice Chair Meadows will participate remotely pursuant to Government Code Section 54953.8.7

Teleconference Meeting
Webinar:
https://svcleanenergy-org.zoom.us/j/86835021815

Telephone (Audio Only):
US: +1 669-219-2599
Webinar ID: 868 3502 1815

Members of the public may also attend this meeting in person or observe this meeting electronically by accessing the meeting via instructions above. Public Comments can be sent in advance of the meeting via email up to three hours before the meeting begins to Board Clerk Andrea Pizano at Andrea.Pizano@svcleanenergy.org and will be distributed to the Board of Directors. The public will also have an opportunity to provide comments during the meeting. Members of the public participating remotely and using Zoom may comment during public comment or the applicable agenda item by using the Raise Hand feature and you will be recognized by the Chair. Those using the telephone (audio only) feature should press star 9 on your phones to initiate the "Raise Hand" function in Zoom. You will then be announced, unmuted, and your time to speak will begin.

The public may provide comments on any matter listed on the Agenda. Speakers are customarily limited to 3 minutes each, however, the Board Chair may increase or decrease the time allotted to each speaker based on the number of speakers, the length of the agenda and the complexity of the subject matter. Speaking time will not be decreased to less than one minute.

svcleanenergy.org
298 S Sunnyvale Ave.
Sunnyvale, CA 94086

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Clerk for the Authority at (408) 721-5301 x1005. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.105 ADA Title II).

Larry Klein, Chair
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Sally Meadows, Vice Chair
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If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact Board Clerk Andrea Pizano at Andrea.Pizano@svcleanenergy.org prior to the meeting for assistance.

AGENDA - Amended

Call to Order

Roll Call

Public Comment on Matters Not Listed on the Agenda

The public may provide comments on any matter not listed on the Agenda provided that it is within the subject matter jurisdiction of SVCE. Speakers are customarily limited to 3 minutes each, however, the Board Chair may increase or decrease the time allotted to each speaker based on the number of speakers, the length of the agenda and the complexity of the subject matter. Speaking time will not be decreased to less than one minute.

Consent Calendar (Action)

1a) Approve Minutes of the October 14, 2026, Board of Directors Meeting

1b) Receive September 2026 Treasurer Report

1c) Receive Just Cause and Multijurisdictional Bodies Remote Participation Report

1d) Authorize the Chief Executive Officer to Amend the Not-to-Exceed (NTE) Authorized Amount Under Two Agreements with Tenaska Power Services (TPS) for Scheduling Coordination and Related Services for a Combined NTE of $6,969,445

1e) Receive September 2026 Decarbonization Strategy and Programs Quarterly Report

1f) Receive Executive Committee Report

1g) Receive Finance and Administration Committee Report

1h) Receive 2026 Legislative Ad Hoc Committee Report

1i) Receive Audit Committee Report

1j) Receive California Community Power Report

1k) Receive California Community Choice Financing Authority Report

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SILICON VALLEY CLEAN ENERGY

Larry Klein, Chair
City of Sunnyvale

Sally Meadows, Vice Chair
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Otto Lee
County of Santa Clara

Regular Calendar

2) Receive CEO Report (Informational)

3) Adopt Resolutions 2026-18 and 2026-19 to Authorize the Chief Executive Officer to Execute Agreements with Firms Providing Services to Enable SVCE to Execute its Fifth Prepay and to Execute the Power Supply Contract with the California Community Choice Financing Authority and Related Supporting Agreements (Action)

4) Adopt Resolution 2026-20 Approving the Silicon Valley Clean Energy Data Center Rate Policy (Action)

5) Staffing and Operations Presentation (Informational)

Board Member Announcements and Direction on Future Agenda Items

Public Comment on Closed Session

Closed Session
PUBLIC EMPLOYEE PERFORMANCE EVALUATION:
Title: Chief Executive Officer

~~CONFERENCE WITH LABOR NEGOTIATORS~~
~~Agency designated representatives: Director Klein, Board Chair, and Director Meadows, Board Vice Chair~~
~~Unrepresented employee: Chief Executive Officer~~

Report from Closed Session

Adjourn

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Sunnyvale, CA 94086

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Revised: February 7, 2024

SVCE
GLOSSARY OF TERMS

BTM – Behind the Meter – Customer-sited resources which connect to the distribution system on the customer's side of the utility's meter. See also "DER".

C&I – Commercial and Industrial – Business customers

CAISO – California Independent System Operator – a non-profit independent system operator that oversees the operation of the California bulk electric power system, transmission lines and electricity market generated and transmitted by its members (~80% of California's electric flow). Its stated mission is to "operate the grid reliably and efficiently, provide fair and open transmission access, promote environmental stewardship and facilitate effective markets and promote infrastructure development. CAISO is regulated by FERC and governed by a five-member governing board appointed by the governor.

CALCCA – California Community Choice Association – Association made up of Community Choice Aggregation (CCA) groups which represents the interests of California's community choice electricity providers.

CARB – California Air Resources Board – The CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change in California.

CARE – California Alternate Rates for Energy Program – A monthly discount of 20% or more on gas and electricity. Participants qualify through income guidelines or if enrolled in certain public assistance programs.

CEC – California Energy Commission

CCCFA – California Community Choice Financing Authority – The California Community Choice Financing Authority (CCCFA) was established in 2021 with the goal to reduce the cost of power purchases for member community choice aggregators (CCAs) through pre-payment structures. The founding members of CCCFA include Central Coast Community Energy, East Bay Community Energy, Marin Clean Energy, and Silicon Valley Clean Energy. CCCFA is a Joint Powers Authority which can help member CCAs save up to 10% or more on power purchase agreements, helping reduce costs for ratepayers and increase available funding for local programs.

CC Power – California Community Power – California Community Power is a Joint Powers Agency comprised of nine CCAs. CC Power allows its member CCAs to combine their buying power to procure new, cost-effective clean energy and reliability resources to continue advancing local and state climate goals.

CP – Compliance Period – Time period to become RPS compliant, set by the **CPUC** (California Public Utilities Commission)

DA – Direct Access – An option that allows eligible customers to purchase their electricity directly from third party providers known as Electric Service Providers (ESP).

Demand – The rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts (kW), megawatts (MW), or gigawatts (GW), at a given instant or averaged over any designated interval of time. Demand should not be confused with Load or Energy.

DR – Demand Response – An opportunity for consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives.

DER – Distributed Energy Resource – A small-scale unit of power generation that operates locally and is connected to a larger power grid at the distribution level.

Distribution – The delivery of electricity to the retail customer's home or business through low voltage distribution lines.

eHub – SVCE's online customer resource center with the latest information on electric vehicles, home electrification, and solar and battery storage.

ERRA – Energy Resource Recovery Account – ERRA proceedings are used to determine fuel and purchased power costs which can be recovered in rates. The utilities do not earn a rate of return on these costs, and only recover actual costs. The costs are forecast for the year ahead. If the actual costs are lower than forecast, then the utility gives money back, and vice versa.

ESP – Energy Service Provider – An energy entity that provides service to a retail or end-use customer.

FERC – Federal Energy Regulatory Commission – Independent federal agency that regulates the interstate transmission of electricity, natural gas and oil. The CAISO is subject to FERC jurisdiction.

GHG – Greenhouse gas – water vapor, carbon dioxide, tropospheric ozone, nitrous oxide, methane, and chlorofluorocarbons (CFCs). A gas that causes the atmosphere to trap heat radiating from the earth. The most common GHG is Carbon Dioxide, though Methane and others have this effect as well.

GWh – Gigawatt-hour – The unit of energy equal to that expended in one hour at a rate of one billion watts. One GWh equals 1,000 megawatt-hours.

IOU – Investor-Owned Utility – A private electricity and natural gas provider.

IRA – Inflation Reduction Act

IRP – Integrated Resource Plan – A plan which outlines an electric utility's resource needs in order to meet expected electricity demand long-term.

kW – Kilowatt – Measure of power where power (watts) = voltage (volts) x amperage (amps) and 1 kW = 1000 watts

kWh – Kilowatt-hour – This is a measure of consumption. It is the amount of electricity that is used over some period of time, typically a one-month period for billing purposes. Customers are charged a rate per kWh of electricity used.

LCR – Local (RA) Capacity Requirements – The amount of Resource Adequacy capacity required to be demonstrated in a specific location or zone.

LCFS – Low Carbon Fuel Standard – A CARB program designed to encourage the use of cleaner low-carbon fuels in California, encourage the production of those fuels, and therefore, reduce greenhouse gas emissions.

Load – An end use device or customer that receives power from an energy delivery system. Load should not be confused with Demand, which is the measure of power that a load receives or requires. See Demand.

LSE – Load-serving Entity – Entities that have been granted authority by state, local law or regulation to serve their own load directly through wholesale energy purchases and have chosen to exercise that authority.

MMT – Million Metric Tonnes – Common unit of measurement in regulatory and policy space for California's GHG emissions.

MAWG – Member Agency Working Group, a group of PIOs from SVCE's member communities that gather monthly

MW – Megawatt – measure of power. A megawatt equals 1,000 kilowatts or 1 million watts.

MWh – Megawatt-hour – measure of energy

NEM – Net Energy Metering – A program in which solar customers receive credit for excess electricity generated by solar panels. The main differences between NEM and FIT programs are the type of rate (flat vs. dependent on time-of-day generation), number of meters required (two vs. one), and flexibility (long-term contract vs. non-binding program enrollment).

PCC1 – RPS Portfolio Content Category 1 – Bundled renewables where the energy and REC are dynamically scheduled into a California Balancing Authority (CBA) such as the CAISO. Also known as "in-state" renewables

PCC2 – RPS Portfolio Content Category 2 – Bundled renewables where the energy and REC are from out-of-state and not dynamically scheduled to a CBA.

PCC3 – RPS Portfolio Content Category 3 – Unbundled REC**PSPS – Public Safety Power Shutoff** – An event in which the IOUs purposely turn off segments of the grid due to high risk of ignition and wildfires.

PCIA or "exit fee" – Power Charge Indifference Adjustment (PCIA) is an "exit fee" based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers of CCAs and paid to the IOU that lost those customers as a result of the formation of a CCA.

Power Content Label (PCL) – A user-friendly way of displaying information to California consumers about the energy resources used to generate the electricity they sell, as required by AB 162 (Statue of 2009) and Senate Bill 1305 (Statutes of 1997).

PPA – Power Purchase Agreement – A contract used to purchase the energy, capacity and attributes from a renewable resource project.

Prepay – payment in advance by a municipal utility for a number of years of contracted energy, and this prepayment with tax-exempt debt

RA – Resource Adequacy – Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities—both independently owned utilities and electric service providers—to demonstrate in both monthly and annual filings that they have purchased capacity commitments to contribute their share of system reliability. Today LSEs must procure no less than 115% of the peak hour load. In 2023 and 2024, this will increase to 116% and 117% respectively. Beginning in 2025 a new RA program will be implemented requiring LSEs show capacity to meet their hourly reliability needs, the "PRM" adder is still undetermined.

RE – Renewable Energy – Energy from a source that is not depleted when used, such as wind or solar power.

REC – Renewable Energy Certificate – A REC is the property right to the environmental benefits associated with generating renewable electricity. For instance, homeowners who generate solar electricity are credited with 1 solar REC for every MWh of electricity they produce. Utilities obligated to fulfill an RPS requirement can purchase these RECs on the open market.

RPS – Renewable Portfolio Standard – Law that requires CA utilities and other load serving entities (including CCAs) to provide an escalating percentage of CA qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

SB 100 – California Senate Bill 100 established a landmark policy requiring renewable energy and zero-carbon resources supply 100 percent of electric retail sales to end-use customers by 2045.

SMUD – Sacramento Municipality Utility District

SCE – Southern California Edison

SDG&E – San Diego Gas & Electric

TOB – Tariff On-bill – Tariff On-Bill Financing is a model in which utilities use a tariff to enable customers to pay back the cost of a solar panel without credit or income level conditions.

TOU – Time-of-Use Rates – The pricing of delivered electricity based on the estimated cost of electricity during a particular time-block. Time-of-use rates are usually divided into three or four time-blocks per 24 hour period (on-peak, midpeak, off-peak and sometimes super off-peak) and by seasons of the year (summer and winter). Real time pricing differs from TOU rates in that it is based on actual (as opposed to forecasted) prices that may fluctuate many times a day and are weather sensitive, rather than varying with a fixed schedule.

Unbundled RECs – Renewable energy certificates that verify a purchase of a MWH unit of renewable power where the actual power and the certificate are "unbundled" and sold to different buyers.

VPP – Virtual Power Plant – A cloud-based energy supply made up of a collection of an aggregation of distributed energy resources (DERs), such as smart EV chargers, smart thermostats, building energy management systems, battery storage systems, solar PV and smart inverters.

24/7 – Goal of supplying consumer energy demand with 100% carbon-free energy at all hours of the day

Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, October 14, 2026
7:00 pm

Sunnyvale Civic Center
456 W. Olive Avenue
Sunnyvale, CA

Gilroy City Hall
Administration Conference Room
7351 Rosanna St.
Gilroy, CA

DRAFT MEETING MINUTES

Call to Order:
Chair Klein called the meeting to order at 7:01 p.m.

Roll Call
Present:
Larry Klein (Chair), Sunnyvale
Sally Meadows (Vice Chair), Los Altos
Terry Hines, Campbell
Zach Hilton, Gilroy (participated remotely)
George Tyson, Los Altos Hills
Maria Ristow, Los Gatos
Bryan Mekechuk, Monte Sereno
Mark Turner, Morgan Hill
Chris Clark, Mountain View
Chuck Page, Saratoga
Otto Lee, Santa Clara County

Absent:
R "Ray" Wang, Cupertino
Garry Barbadillo, Milpitas

Following Roll Call, Chair Klein welcomed Director Mark Turner, representing Morgan Hill, to the Board of Directors.

Public Comment on Matters Not Listed on the Agenda
No speakers.

Consent Calendar (Action)

There were no questions or comments from the Silicon Valley Clean Energy (SVCE) Board of Directors (Board); there were no requests from the public to speak on any matter on the Consent Calendar.

1a) Approve Minutes of the September 9, 2026, Board of Directors Meeting

1b) Receive August 2026 Treasurer Report

1c) Adopt Resolution Amending the Silicon Valley Clean Energy Board of Directors Regular Meeting Schedule to Include November 13, 2026, at 3:00 p.m.

1d) Adopt Resolution Adopting an Official Bond in Compliance with California Government Code Section 6505.1

1e) Receive Silicon Valley Clean Energy Audit Committee Report

1f) Receive Additional Silicon Valley Clean Energy Committee Reports

1g) Receive California Community Power Report

1h) Receive California Community Choice Financing Authority Report

MOTION: Director Mekechuk moved and Alternate Director Ristow seconded the motion to approve the Consent Calendar, Items 1a through 1h.

The motion carried by verbal roll call vote with Director Barbadillo and Director Wang absent.

Chair Klein highlighted Item 1c, noting the the November 13, 2026 meeting at 3:00 p.m. would be a regular meeting and not a special meeting**.**

Regular Calendar

2) CEO Report (Informational)

Monica Padilla, Chief Executive Officer (CEO), addressed the following in her report:

- A thank you to those who attended the ribbon-cutting ceremony for SVCE's new office building earlier in the evening;
- Announcement of the promotion of Jessamyn Allen to Decarbonization Planning and Strategy Manager;
- Introduction to SVCE's newest employeesNima Karimi, Key Accounts Manager for the Customer Success Department, and
  My Tran, Decarbonization Data Analyst for the Finance, Analytics, and Data Department as a Climate Corp Fellow, who both provided brief welcome comments;
- Leanna Huynh, Programs Lead, shared highlights on the Carroll Inn Apartments multi-phase all-electric rehabilitation project;
- Bena Chang, Director of Government and Legislative Affairs, provided a legislative update; and
- A moment of silence in memory of former employee Sanjay Natu

Staff responded to a question on CalCCA's legislative strategy.

Chair Klein requested staff circulate an email summarizing the legislative updates

Chair Klein opened Public Comment.
No speakers.
Chair Klein closed Public Comment.

3) Adopt the 2027 Integrated Decarbonization Roadmap (Action)

Zoe Elizabeth, Director of Decarbonization Policy and Community Strategies, presented the 2027 Integrated Decarbonization Roadmap, which included the 2045 decarbonization goal, targets, principles, priorities, and outcomes.

Staff reviewed the following:

- The proposed 2027-2045 SVCE Decarbonization Goal to "Drive the SVCE region to fully electrify every building and vehicle by 2045 and power it with clean energy";
- Proposed targets for light-duty vehicles, residential HVAC, residential cooking, residential water heaters, commercial HVAC, and commercial water heaters for 2032, 2038, and 2045;
- The 2027-2032 decarbonization principles:
    - **Build a long-term clean power portfolio** by pragmatically balancing risks and costs and selectively investing in innovative solutions.
    - **Support and partner with member agencies** to catalyze emissions reductions and scale decarbonization at a lower cost.
    - **Focus on the most cost-effective and market-ready solutions** to increase demand, lower costs, and lead to widespread adoption.
    - **Scale impact through knowledge sharing** from the lessons learned from programs, research, and pilots.
    - **Reach all customers** through SVCE programs**.**
-
- The 2027-2032 Priorities:
    - Where least cost/best fit, integrate local resources and demand flexibility into portfolio planning
    - Lower building electrification costs, especially heat pumps
    - Increase access to affordable, reliable EV charging solutions
    - Scale impact through knowledge sharing
- The 2027-2032 Outcomes:
    - SVCE will have identified at least three priority locations for potential local generation development and began implementing feasible projects.
    - SVCE will have identified pathways for incorporating demand flex into long-term portfolio planning.
    - Heat pump HVAC will outsell air conditioners with gas furnaces with no incentives, and average HPWH retrofit projects will cost 20% less than today.
    - There will be twice the number of EV charging stations available to residents at existing multifamily buildings.
    - SVCE will have published 10 decarbonization learnings and shared them with stakeholders on a statewide level.
-

Staff responded to board member questions on load growth, battery storage facilities, electrification costs, EV chargers, clarification on the light-duty vehicle electrification baseline and the 2045 deploy phase, commercial vs. residential electrification efforts, and how often the Board will revisit the playbook.

Chair Klein opened Public Comment.
No speakers.
Chair Klein closed Public Comment.

MOTION: Director Lee moved and Director Mekechuk seconded the motion to adopt the 2027 Integrated Decarbonization Roadmap, including the 2045 decarbonization goal, targets, principles, priorities, and outcomes presented by staff,

The motion carried by verbal roll call vote with Director Barbadillo and Director Wang absent.

4) Authorize the Chief Executive Officer to Execute a 20-Year Interconnection Process Enhancements Power Purchase Agreement with NextEra Energy Resources Development Tarantula Canyon, LLC for Up to 150 MW of Solar Photovoltaic Energy and a 150 MW Co-located, Four-Hour Battery Energy Storage System (Action)

Britta Bradshaw, Power Resources Manager, presented a proposed 20-year Interconnection Process Enhancement Power Purchase Agreement with Tarantula Canyon LLC, an affiliate of NextEra Energy Resources.

Staff responded to board member questions regarding storage paired with solar, legal risks, and contract duration.

Chair Klein opened Public Comment.
No speakers.
Chair Klein closed Public Comment.

MOTION: Director Tyson moved and Director Mekechuk seconded the motion to Authorize the Chief Executive Officer to execute an Interconnection Process Enhancements Power Purchase Agreement (IPE PPA) agreement with Tarantula Canyon, LLC for the procurement of co-located solar energy and battery energy storage system (BESS) in substantial form and any non-substantive sequential amendments and ancillary agreements as follows:

1. **<u>Tarantula Canyon LLC (PPA)</u>**
    a) **150 megawatt (MW) or approximately 440,000 megawatt hours (MWh) per year of renewable and clean energy;**
    b) **150 MW or 600 MWh 4-hour lithium-ion BESS;**
    c) **20-Year term PPA with expected commercial operation date (COD) of December 1, 2032;**
    d) **Total amount not-to-exceed $1.2 Billion, subject to a subsequent Amended and Restated PPA**

The motion carried by verbal roll call vote with Director Barbadillo and Director Wang absent.

<u>Board Member Announcements and Future Agenda Items</u>
Vice Chair Meadows announced the Los Altos City Council approved additional matching funds for its joint heat pump incentive program with SVCE, anticipated to support approximately 75 additional installations.

Director Lee extended an invitation to the Day in the Bay community event scheduled for October 17, 2026 in Alviso Marina County Park.

Chair Klein announced Sunnyvale's new branch library ribbon-cutting ceremony scheduled for October 31, 2026, and acknowledged SVCE's support for the facility's electrification and solar improvements.

Public Comment on Closed Session
Chair Klein opened Public Comment.
No speakers.
Chair Klein closed Public Comment.

Chair Klein announced the Board would convene to Closed Session at 8:35 p.m.

Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION:
Title: Chief Executive Officer

CONFERENCE WITH LABOR NEGOTIATORS:
Agency designated representatives: Director Klein, Board Chair, and Director Meadows, Board Vice Chair
Unrepresented employee: Chief Executive Officer

The Board returned from Closed Session at 9:11 p.m.

Report from Closed Session
Chair Klein announced there was nothing to report from Closed Session.

Adjourn
Chair Klein adjourned the meeting in memory of Sanjay Natu at 9:11 p.m.

ATTEST:

_____
Andrea Pizano, Board Secretary

TREASURER REPORT

Fiscal Year to Date
As of September 30, 2026

(Preliminary & Unaudited)

Issue Date: November 13, 2026

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Investments Report	14-15
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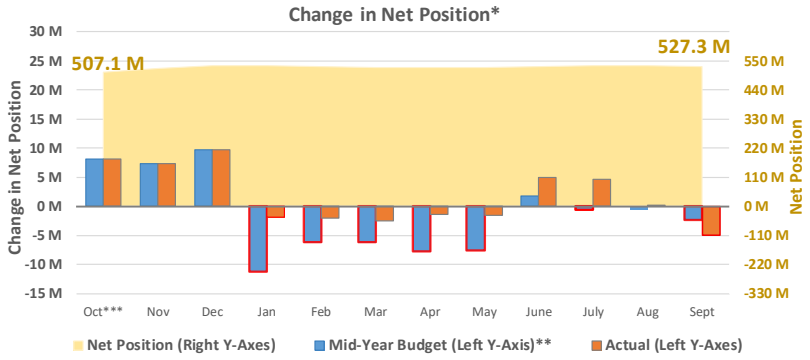
SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights ($ in millions)
September 30, 2026

This is a preliminary report that may not reflect all the fiscal-year-end adjustments.

Balance Sheet Highlights:

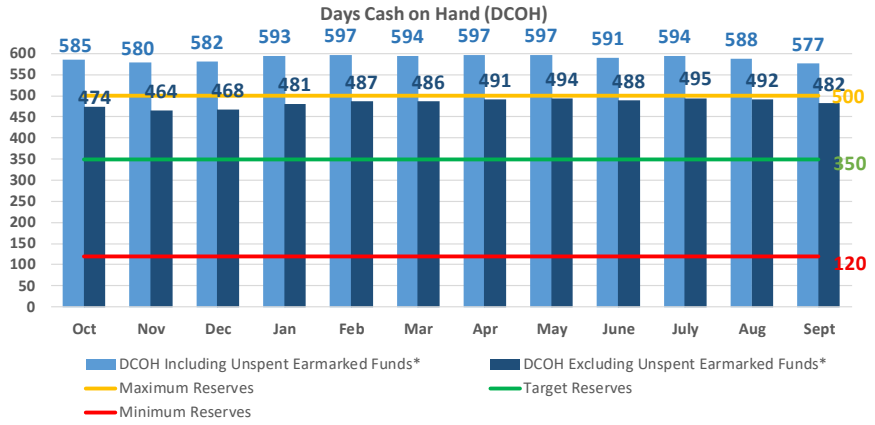
> SVCE operations resulted in a decrease in net position of $5 million for the month of September or an increase of $20.2 million for the entire fiscal year 2025-2026.
> Total Net Position decreased to $527.3 million from $532.4 million at the end of August.
> SVCE is investing ~98.3% of available funds, recognizing interest/dividend income of $17.5M FYTD.



*Does not yet recognize unspent program dollars

**For reconciliation purposes, budget numbers include actual program expenses and depreciation, excludes GASP 96 expenses.

*** Displays the starting fiscal year net position on Oct. 1, 2025, of $507M.



* Earmarked funds are unspent SVCE program and building funds. DCOH Includes rate stabilization funds. January 2026 reflects sizable collection of receivables and $780K of unsettled trades.

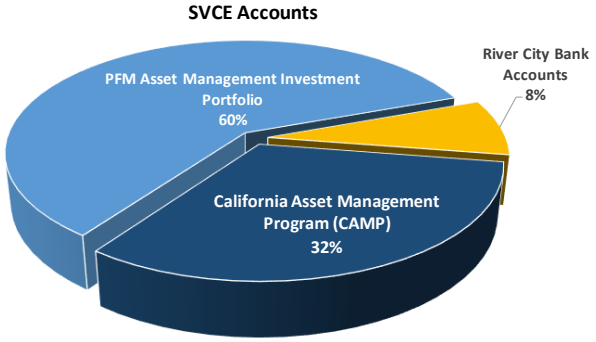
DCOH is computed as cash and cash equivalents plus investments divided by daily budgeted expenditures. A decrease in June DCOH reflects a larger account receivables and accrued revenue balances.

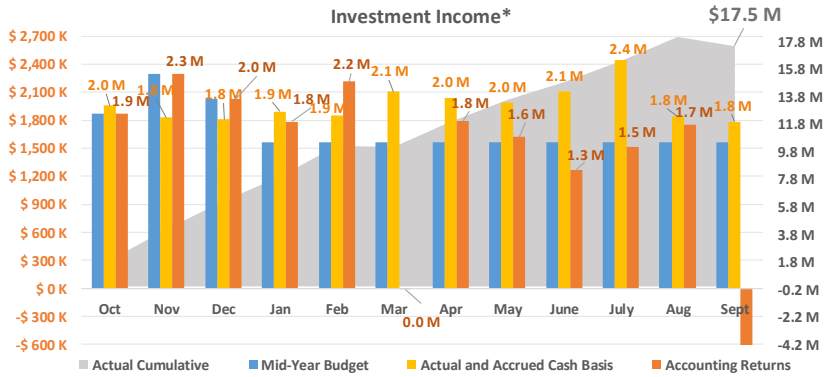
SVCE Yield-bearing Accounts:

Combined Ending Balance*	581.2 M
Total Interest/Div. Earned FYTD	17.5 M
Average Yield to Maturity**	4.19%

* Includes River Bank accounts - Money Market, Collateral and ICS; CAMP; PFMAM Portfolio

** Average annualized yield for the current month. Investment yields are measured to maturity at market.





* Accounting returns investment of income includes unrealized mark-to-market gain or loss of the total investment portfolio as per US GAAP; Actual and Accrued Cash Basis excludes mark-to-market gains (losses).

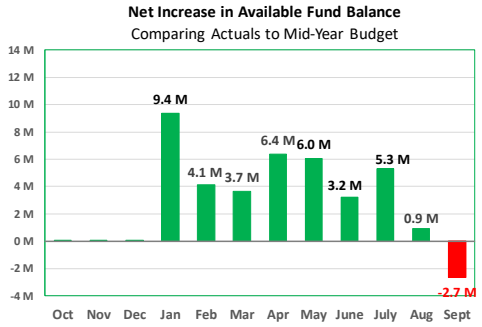
SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights** ($ in millions)
September 30, 2026

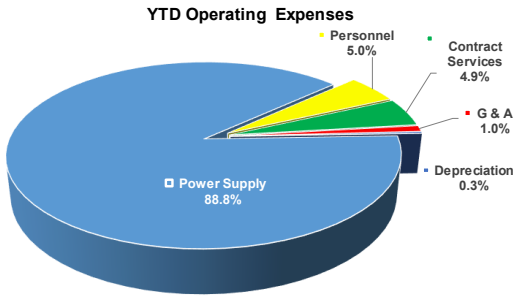
Summary of Actual Results vs. Adopted Budget (includes allocated but unspent program dollars):

> Operating margin of $50.2 million (or 15%) was significantly above the Mid-Year Budget expectations of $23.5M (or 7%) operating margin for the fiscal year 2025-2026.
> Fiscal Year Power Supply costs are -7% below Mid-Year Budget.
> Retail GWh sales landed -4.2% below Mid-Year Budget expectations for the month of September and -1.6% lower for the entire fiscal year.

Variance Explanation:
October-December *- Equalized to actuals during the Mid-Year budget recalibration.*
January *- higher revenues from improvement in SVCE margins and lower power supply cost.*
February *- lower customer load combined with reduced energy prices minimized anticipated net loss by $4M.*
March *- higher customer load combined with extended decline in energy prices, offset by a negative unrealized mtm adjustment of SVCE Investment Portfolio*
April *- lower energy consumption under negative margins, combined with reduced energy prices,..*
May-July *- Higher revenues due to potential favorable changes in load profile, combined with lower energy prices and operational savings contributed to better than budgeted results.*
August *- Higher power supply cost diminished revenue gains and ex-power operating savings.*

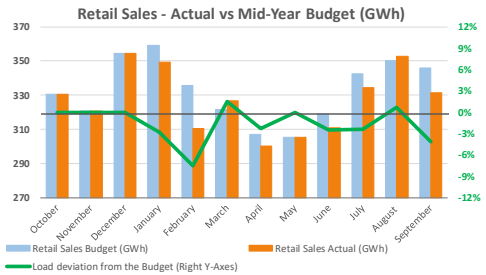
September *- Lower sales along with mark-to-market loss in the investment portfolio primarily contributed to weaker results.*

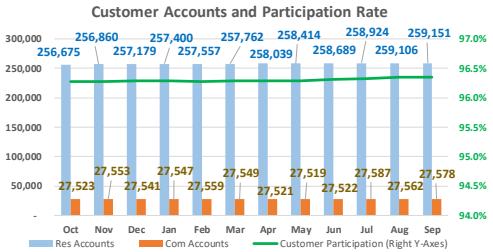




$ in millions	September Actual	September MY Budget	September % Diff	Fiscal YTD Actual	Fiscal YTD MY Budget	Fiscal YTD % Diff	Main Drivers:
Revenue	28.5 M	31.9 M	-11%	339.0 M	335.5 M	1%	• *Higher revenue in May - August reflects potential changes in customer load profiles.*
Power Supply Cost	29.4 M	30.8 M	-5%	288.8 M	312.0 M	-7%	• *August overbudget reflects new ISTs transacted after the MY budget and misaligned invoice timing.*
Operating Margin	-0.9 M	1.1 M	-179%	50.2 M	23.5 M	114%	
Operating Expenses (ex Power)	2.5 M	3.9 M	-36%	30.8 M	42.7 M	-28%	• *Contingencies in the budget, underrunning professional services, and lower marketing expenses.*
Other Non-Op. Expen. (Income)	0.6 M	-1.5 M	-141%	-4.7 M	-6.7 M	-31%	• *Reflects budgetary transfers to program and building funds offset by investment income net of MTM adjustments.*
Net Increase in Available Fund Balance	-4.0 M	-1.3 M	201%	24.1 M	-12.5 M	-293%	• *Reflects budgetary transfers to program and building funds offset by investment income net of MTM adjustme*

Customer Load Statistics:





Total Accounts	**286,729**
Opt-Out Accounts (Month)	**19**
Opt-Out Accounts (FYTD)	**181**
Opt-Up Accounts (Month)	**(2)**
Opt-Up Accounts (FYTD)	**6**

Program Funds:

	Beginning Balance	End Balance	YTD Contributions	YTD Expenditures
General Program Fund	$ 76,714,107	$ 68,615,934	$ 7,251,000	$ 15,349,173
CRCR Fund*	$ 4,911,889	$ 4,160,048	$ -	$ 751,841
Electrification Discount Fund	$ 8,740,312	$ 8,740,312	$ -	$ -
Nuclear Program Funds	$ 5,891,455	$ 5,891,455	$ -	$ -
Hanford Program Funds	$ 1,800,000	$ 1,567,705	$ -	$ 232,295
Building Fund	$ 8,214,310	$ 6,539,051	$ 5,500,000	$ 7,175,259

** Customer Relief and Community Resilience Fund*

**** The financial results in this report are preliminary and subject to change pending the closing of the books for the fiscal year.**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF NET POSITION
As of September 30, 2026

ASSETS		
Current Assets		
Cash & Cash Equivalents*	$	204,601,446
Accounts Receivable, net of allowance		28,616,720
Accrued Revenue		18,755,097
Other Receivables		20,022,726
Prepaid Expenses		1,852,858
Deposits		2,363,402
Investments		92,448,439
Cash equivalents - restricted		1,215,273
Total Current Assets		**369,875,961**
Noncurrent assets		
Investments**		293,146,341
Capital assets, net of depreciation		20,595,379
Total Noncurrent Assets		**313,741,720**
Total Assets		**683,617,681**
LIABILITIES		
Current Liabilities		
Accrued Cost of Electricity		40,302,546
Accounts Payable		3,049,022
Other accrued liabilities		2,287,774
User Taxes and Energy Surcharges due to other gov'ts		1,247,102
Information technology subscription liability		583,475
Supplier security deposits		123,000
Total Current Liabilities		**47,592,919**
Noncurrent Liabilities		
Information technology subscription liability		484,050
Supplier security deposits		8,203,125
Total noncurrent liabilities		**8,687,175**
Total Liabilities		**56,280,094**
DEFERRED INFLOWS OF RESOURCES		
Rate Stabilization Fund		**100,000,000**
NET POSITION		
Net investment in capital assets		18,150,032
Restricted for security collateral		1,215,273
Unrestricted (deficit)		507,972,282
Total Net Position	**$**	**527,337,587**

** May not account for securities acquired towards the end of the month but not yet paid.*

*** May include securities acquired towards the end of the month but not yet paid.*

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2025 through September 30, 2026

OPERATING REVENUES	
Electricity Sales, Net	$ 334,607,305
GreenPrime electricity premium	1,708,687
Liquidated damages	2,691,846
TOTAL OPERATING REVENUES	**339,007,838**
OPERATING EXPENSES	
Cost of Electricity	288,843,336
Contract services	16,028,530
Staff compensation and benefits	16,279,617
Program incentives	10,765,645
Other operating expenses	3,293,520
Depreciation and amortization	998,651
TOTAL OPERATING EXPENSES	**336,209,299**
OPERATING INCOME(LOSS)	**2,798,539**
NONOPERATING REVENUES (EXPENSES)	
Investment Income	17,488,893
Financing costs	(83,249)
TOTAL NONOPERATING REVENUES (EXPENSES)	**17,405,644**
CHANGE IN NET POSITION	20,204,183
Net Position at beginning of period	507,133,404
Net Position at end of period	**$ 527,337,587**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2025 through September 30, 2026

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 349,581,467
Receipts of liquidated damages	2,073,096
Receipts of wholesale sales	41,005,612
Receipts of deposits and collateral	514,256
Payments to suppliers for electricity	(350,979,605)
Payments of security deposits	(1,481,714)
Payments for other goods and services	(20,599,958)
Payments for program incentives	(10,563,232)
Payments for staff compensation and benefits	(16,277,095)
Tax and surcharge payments to other governments	(6,894,500)
Net cash provided (used) by operating activities	**(13,621,673)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments of subscription liability and related interest	(737,876)
Acquisition of capital assets	(6,487,395)
Net cash provided (used) by capital and related financing activities	**(7,225,271)**
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income received	22,338,202
Proceeds from investment sales	190,234,283
Purchase of investments	(301,645,868)
Net cash provided (used) by investing activities	**(89,073,383)**
Net change in cash and cash equivalents	(109,920,327)
Cash and cash equivalents at beginning of year	315,737,046
Cash and cash equivalents at end of period	**$ 205,816,719**
Reconciliation to the Statement of Net Position	
Cash and cash equivalents - unrestricted	204,601,446
Cash equivalents - restricted	1,215,273
Total cash and cash equivalents	**$ 205,816,719**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)
October 1, 2025 through September 30, 2026

RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

Operating Income (loss)	$	2,798,539
Adjustments to reconcile operating income to net cash provided (used) by operating activities		
Depreciation expense		998,651
(Increase) decrease in accounts receivable		(5,522,700)
(Increase) decrease in accrued revenue		12,341,977
(Increase) decrease in other receivables		6,205,933
(Increase) decrease in prepaid expenses		(1,006,851)
(Increase) decrease in current deposits		(1,465,708)
Increase (decrease) in accrued cost of electricity		(26,645,194)
Increase (decrease) in accounts payable		138,198
Increase (decrease) in accrued liabilities		(864,217)
Increase (decrease) in taxes and surcharges due to other governments		(448,301)
Increase (decrease) in supplier security deposits		(152,000)
Net cash provided (used) by operating activities	**$**	**(13,621,673)**

NONCASH INVESTING ACTIVITIES

Change in fair value of investments	$	(5,103,995)
Change in interest receivable	$	254,686

NONCASH CAPITAL FINANCING ACTIVITIES

Capital acquisitions included in accounts payable and other liabilities		710,220

SILICON VALLEY CLEAN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
October 1, 2025 through September 30, 2026

	FYTD	FYTD	Variance		FY 2025-26	FY 2025-26
OPERATING REVENUES	**Actual**	**Mid-Year Budget**	**$**	**%**	**Mid-Year Budget**	**Remaining Budget**
Energy Sales	$338,798,445	$335,858,000	$ 2,940,445	1%	$335,858,000	-$2,940,445
Green Prime Premium	1,708,687	$2,439,000	(730,313)	-30%	$2,439,000	730,313
Customer bill relief (existing CARE/FERA)	(4,191,140)	(4,163,000)	(28,140)	1%	(4,163,000)	-
Other Income	2,691,846	1,344,000	1,347,846	n/a	1,344,000	(1,347,846)
TOTAL OPERATING REVENUES	**339,007,838**	**335,478,000**	**3,529,838**	**1%**	**335,478,000**	**(3,557,978)**
ENERGY EXPENSES						
Power Supply	288,843,336	311,996,000	(23,152,664)	-7%	311,996,000	23,152,664
Operating Margin	**50,164,502**	**23,482,000**	**26,682,502**	**114%**	**23,482,000**	**(26,710,642)**
OPERATING EXPENSES						
Data Management	3,701,718	3,764,000	(62,282)	-2%	3,764,000	62,282
PG&E Fees	1,214,330	1,569,000	(354,670)	-23%	1,569,000	354,670
Salaries & Benefits	16,279,617	18,870,000	(2,590,383)	-14%	18,870,000	2,590,383
Professional Services	4,464,362	10,645,000	(6,180,638)	-58%	10,645,000	6,180,638
Marketing & Promotions	1,248,023	2,189,000	(940,977)	-43%	2,189,000	940,977
General & Administrative	3,845,340	5,647,000	(1,801,660)	-32%	5,647,000	1,801,660
TOTAL OPERATING EXPENSES	**30,753,390**	**42,684,000**	**(11,930,610)**	**-28%**	**42,684,000**	**11,930,610**
OPERATING INCOME/(LOSS)	**19,411,112**	**(19,202,000)**	**38,613,112**	**-201%**	**(19,202,000)**	**(38,613,112)**
NON-OPERATING REVENUES						
Investment Income	17,488,893	20,272,000	(2,783,107)	-14%	20,272,000	2,783,107
TOTAL NON-OPERATING REVENUES	**17,488,893**	**20,272,000**	**(2,783,107)**	**-14%**	**20,272,000**	**2,783,107**
NON-OPERATING EXPENSES						
Financing	18,489	166,000	(147,511)	-89%	166,000	147,511
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	45,865	611,000	(565,135)	-92%	611,000	565,135
Building Fund	5,500,000	5,500,000		0%	5,500,000	-
Transfer to Programs Fund	7,251,000	7,251,000	-	0%	7,251,000	-
TOTAL OTHER USES	**12,796,865**	**13,362,000**	**(565,135)**	**-4%**	**13,362,000**	**565,135**
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	**$ 24,084,651**	**$ (12,458,000)**	**$ 36,542,651**	**-293%**	**-$12,458,000**	**-$36,542,651**

SILICON VALLEY CLEAN ENERGY AUTHORITY

OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2025 through September 30, 2026

Net Increase (decrease) in available fund balance per budgetary comparison schedule	$	24,084,651
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position		
Subtract depreciation expense		(998,651)
Subract program expense not in operating budget		(16,333,309)
Add back portion of lease payment applied to reduce lease liability		654,627
Add back transfer to Program funds		12,751,000
Add back capital asset acquisition		45,865
Change in Net Position		**20,204,183**

SILICON VALLEY CLEAN ENERGY AUTHORITY
GENERAL PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2025 through September 30, 2026

REVENUE & OTHER SOURCES:	**BUDGET**	**ACTUAL**	**BUDGET REMAINING**	**ACTUAL/ BUDGET**
Transfers in - General Programs	$ 7,251,000	$ 7,251,000	$ -	100.0%
Total	$ 7,251,000	$ 7,251,000	$ -	
EXPENDITURES & OTHER USES:				
Program expenditures	28,628,866	15,349,173	13,279,693	53.6%
Net increase (decrease) in fund balance	**$ (21,377,866)**	**$ (8,098,173)**		
Fund balance at beginning of period		76,714,107		
Fund balance at end of period		$68,615,934		

CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2025 through September 30, 2026

REVENUE & OTHER SOURCES:	**BUDGET**	**ACTUAL**	**BUDGET REMAINING**	**ACTUAL/ BUDGET**
Transfer from Operating Fund	$ -		$ -	n/a
EXPENDITURES & OTHER USES:				
Other program expenditures	963,704	751,841	211,863	78.0%
Total Program expenditures	963,704	751,841	211,863	
Net increase (decrease) in fund balance	**$ (963,704)**	**$ (751,841)**		
Fund balance at beginning of period		4,911,889		
Fund balance at end of period		$4,160,048		

ELECTRIFICATION DISCOUNT FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2025 through September 30, 2026

REVENUE & OTHER SOURCES:	**BUDGET**	**ACTUAL**	**BUDGET REMAINING**	**ACTUAL/ BUDGET**
Transfer from Operating Fund	$ -	$ -	$ -	n/a
EXPENDITURES & OTHER USES:				
Program expenditures	500,000	-	500,000	0.0%
Net increase (decrease) in fund balance	**$ (500,000)**	**0**		
Fund balance at beginning of period		8,740,312		
Fund balance at end of period		$8,740,312		

BUILDING FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2025 through September 30, 2026

REVENUE & OTHER SOURCES:	**BUDGET**	**ACTUAL**	**BUDGET REMAINING**	**ACTUAL/ BUDGET**
Transfer in - Building Fund	$ 5,500,000	$ 5,500,000	$ -	100.0%
EXPENDITURES & OTHER USES:				
Capital outlay	13,714,310	7,175,259	6,539,051	52.3%
Other building expenditures		-	-	
		7,175,259		
Net increase (decrease) in fund balance	**$ (8,214,310)**	**(1,675,259)**		
Fund balance at beginning of period		8,214,310		
Fund balance at end of period		$6,539,051		

NUCLEAR PROGAM FUNDS
BUDGETARY COMPARISON SCHEDULE
October 1, 2025 through September 30, 2026

REVENUE & OTHER SOURCES:	BUDGET	ACTUAL	BUDGET REMAINING	ACTUAL/ BUDGET
Transfers in - Nuclear Allocation	$ -	$ -		
Transfer in - Hanford Emissions Mitigation Fund	$ -	$ -	$ -	n/a
Total	$ -	$ -	$ -	
EXPENDITURES & OTHER USES:				
Program expenditures	1,692,000	-	1,692,000	
Net increase (decrease) in fund balance	**$ (1,692,000)**	**$0**		
Fund balance at beginning of period		5,891,455		
Fund balance at end of period		$5,891,455		

HANFORD PROGAM FUNDS
BUDGETARY COMPARISON SCHEDULE
0

REVENUE & OTHER SOURCES:	BUDGET	ACTUAL	BUDGET REMAINING	ACTUAL/ BUDGET
Transfers in - Nuclear Allocation	$ -	$ -		
Transfer in - Hanford Emissions Mitigation Fund	$ -	$ -	$ -	n/a
Total	$ -	$ -	$ -	
EXPENDITURES & OTHER USES:				
Program expenditures	450,000	232,295	217,705	
Net increase (decrease) in fund balance	**$ (450,000)**	**-$232,295**		
Fund balance at beginning of period		1,800,000		
Fund balance at end of period		$1,567,705		

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2025 through September 30, 2026

	October	November	December	January	February	March	April	May	June	July	August	September	YTD
OPERATING REVENUES													
Electricity sales, net	$ 38,508,886	$ 35,571,690	$ 39,479,027	$ 23,564,865	$ 18,103,369	$ 18,192,431	$ 16,163,433	$ 18,451,760	$ 29,751,072	$ 34,484,205	$ 33,932,900	$ 28,403,667	$ 334,607,305
Green electricity premium	$ 204,210	$ 186,390	$ 198,040	$ 232,605	$ 103,245	$ 96,962	$ 103,118	$ 89,646	$ 115,692	$ 130,308	$ 115,460	$ 133,011	1,708,687
Liquidated damages	$ 5,750	$ 21,750	$ 1,316,832	$ 4,707		$ 74,155	$ 145,208	$ 163,184	$ 127,760	$ 212,500	$ 618,750	$ 1,250	2,691,846
Other Income													-
Total operating revenues	38,718,846	35,779,830	40,993,899	23,802,177	18,206,614	18,363,548	16,411,759	18,704,590	29,994,524	34,827,013	34,667,110	28,537,928	339,007,838
OPERATING EXPENSES													
Cost of electricity	28,412,034	$ 27,405,294	$ 29,131,307	$ 23,128,183	$ 18,628,678	$ 16,999,700	$ 16,112,789	$ 17,760,844	$ 22,709,112	$ 27,207,064	$ 31,948,518	$ 29,399,813	288,843,336
Staff compensation and benefits	1,276,785	$ 1,267,182	$ 1,428,500	$ 1,908,905	$ 1,209,410	$ 1,526,527	$ 1,179,608	$ 1,355,736	$ 1,238,277	$ 1,197,323	$ 1,421,265	$ 1,270,099	16,279,617
Data manager	301,259	$ 299,868	$ 300,270	$ 300,775	$ 317,087	$ 313,631	$ 310,938	$ 310,055	$ 312,116	$ 312,169	$ 311,890	$ 311,660	3,701,718
Service fees - PG&E	100,223	$ 100,352	$ 100,467	$ 100,683	$ 103,451	$ 100,884	$ 100,907	$ 102,139	$ 101,308	$ 101,220	$ 101,417	$ 101,279	1,214,330
Consultants and other professional fees	899,290	$ 895,784	$ 816,525	$ 729,493	$ 1,136,993	$ 984,553	$ 814,803	$ 1,138,768	$ 1,058,451	$ 1,062,999	$ 806,671	$ 768,152	11,112,482
Program incentives	1,146,022	$ 394,408	$ 1,199,900	$ 946,795	$ 827,031	$ 711,957	$ 805,994	$ 828,668	$ 474,806	$ 1,464,187	$ 1,059,765	$ 906,112	10,765,645
Other operating expenses	279,315	$ 291,015	$ 298,184	$ 335,692	$ 146,217	$ 151,979	$ 225,174	$ 365,892	$ 326,236	$ 275,379	$ 481,799	$ 116,638	3,293,520
Depreciation	79,605	$ 79,605	$ 79,605	$ 79,604	$ 79,605	$ 79,605	$ 89,783	$ 89,783	$ 90,462	$ 74,856	$ 88,164	$ 87,974	998,651
Total operating expenses	32,494,533	30,733,508	33,354,758	27,530,130	22,448,472	20,868,836	19,639,996	21,951,885	26,310,768	31,695,197	36,219,489	32,961,727	336,209,299
Operating income (loss)	6,224,313	5,046,322	7,639,141	(3,727,953)	(4,241,858)	(2,505,288)	(3,228,237)	(3,247,295)	3,683,756	3,131,816	(1,552,379)	(4,423,799)	2,798,539
NONOPERATING REVENUES (EXPENSES)													
Grant income	-												-
Interest income	1,865,552	$ 2,295,828	$ 2,025,849	$ 1,780,985	$ 2,212,151	$ (10,983)	$ 1,788,071	$ 1,618,093	$ 1,269,174	$ 1,514,780	$ 1,748,680	$ (619,287)	17,488,893
Financing costs	(3,797)	$ (7,922)	$ (5,626)	$ (5,696)	$ (6,879)	$ (4,984)	$ (19,923)	$ (5,940)	$ (5,757)	$ (5,819)	$ (5,539)	$ (5,367)	(83,249)
Total nonoperating revenues (expenses)	1,861,755	2,287,906	2,020,223	1,775,289	2,205,272	(15,967)	1,768,148	1,612,153	1,263,417	1,508,961	1,743,141	(624,654)	17,405,644
CHANGE IN NET POSITION	**$ 8,086,068**	**$ 7,334,228**	**$ 9,659,364**	**$ (1,952,664)**	**$ (2,036,586)**	**$ (2,521,255)**	**$ (1,460,089)**	**$ (1,635,142)**	**$ 4,947,173**	**$ 4,640,777**	**$ 190,762**	**$ (5,048,453)**	**$ 20,204,183**

SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2025 through September 30, 2026

Ending Balance of SVCE Accounts:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 40,453,602	$ 39,908,498	$ 40,045,114	$ 49,361,301	$ 49,273,772	$ 49,141,316	$ 50,108,130	$ 49,127,126	$ 41,643,567	$ 43,646,038	$ 55,653,617	$ 64,864,238
California Asset Management Program (CAMP)	$ 204,479,801	$ 198,168,622	$ 198,832,731	$ 199,483,109	$ 200,068,872	$ 200,713,749	$ 201,337,885	$ 201,980,229	$ 177,582,446	$ 178,152,889	$ 158,702,135	$ 139,184,891
PFM Asset Management Investment Portfolio	$ 361,652,377	$ 359,561,190	$ 360,891,157	$ 362,655,540	$ 366,506,845	$ 362,660,064	$ 363,691,715	$ 364,456,502	$ 390,077,177	$ 390,932,713	$ 392,054,049	$ 390,834,412
Total Ending Balance	**$ 606,585,779**	**$ 597,638,310**	**$ 599,769,003**	**$ 611,499,950**	**$ 615,849,488**	**$ 612,515,129**	**$ 615,137,730**	**$ 615,563,858**	**$ 609,303,190**	**$ 612,731,640**	**$ 606,409,801**	**$ 594,883,541**

Return On Investments:

Annual % Yield	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts*	3.92%	3.70%	4.07%	4.03%	3.98%	3.90%	3.86%	3.84%	3.82%	3.81%	3.82%	3.85%
California Asset Management Program (CAMP)	4.26%	4.10%	3.95%	3.85%	3.83%	3.80%	3.78%	3.76%	3.77%	3.78%	3.80%	3.87%
PFM Asset Management Investment Portfolio **	3.90%	3.82%	3.74%	3.77%	3.67%	4.01%	3.98%	4.09%	4.22%	4.33%	4.40%	4.84%
Average Return On Investments:	**4.02%**	**3.91%**	**3.83%**	**3.82%**	**3.75%**	**3.93%**	**3.90%**	**3.96%**	**4.06%**	**4.13%**	**4.19%**	**4.51%**

* Excludes non-interest bearing RCB checking account

** Yield to Maturity at Market.

Accounting Returns	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 20,457	$ 13,570	$ 56,716	$ 81,302	$ 94,616	$ 114,779	$ 101,389	$ 119,750	$ 102,504	$ 85,128	$ 77,622	$ 98,834
California Asset Management Program (CAMP)	$ 825,532	$ 688,821	$ 664,109	$ 650,378	$ 585,763	$ 644,877	$ 624,136	$ 642,344	$ 602,217	$ 570,444	$ 549,245	$ 482,756
Other Interest Income	$ 4,447	$ 3,138	$ 1,919	$ 1,907	$ 1,858	$ 1,670	$ 1,844	$ 1,785	$ 1,831	$ 1,787	$ 1,855	$ 3,747
PFM Asset Management Investment Portfolio *	$ 1,017,502	$ 1,590,299	$ 1,303,104	$ 1,047,398	$ 1,529,914	$ (772,308)	$ 1,060,702	$ 854,214	$ 562,622	$ 857,422	$ 1,119,958	$ (1,204,623)
Total Interest and Investment Gains	**$ 1,867,938**	**$ 2,295,828**	**$ 2,025,848**	**$ 1,780,985**	**$ 2,212,151**	**$ (10,982)**	**$ 1,788,071**	**$ 1,618,093**	**$ 1,269,174**	**$ 1,514,780**	**$ 1,748,680**	**$ (619,286)**

* Includes change in current market value (month over month), accrued interest and money market dividends (as per US GAAP).

Actual and Accrued Cash Basis Returns	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 20,457	$ 13,570	$ 56,716	$ 81,302	$ 94,616	$ 114,779	$ 101,389	$ 119,750	$ 102,504	$ 85,128	$ 77,622	$ 98,834
Camp Pool Composition (based on market value):	$ 825,532	$ 688,821	$ 664,109	$ 650,378	$ 585,763	$ 644,877	$ 624,136	$ 642,344	$ 602,217	$ 570,444	$ 549,245	$ 482,756
Other Interest Income	$ 4,447	$ 3,138	$ 1,919	$ 1,907	$ 1,858	$ 1,670	$ 1,844	$ 1,785	$ 1,831	$ 1,787	$ 1,855	$ 3,747
PFM Asset Management Investment Portfolio *	$ 1,111,671	$ 1,125,280	$ 1,086,434	$ 1,159,987	$ 1,171,497	$ 1,343,275	$ 1,313,730	$ 1,226,174	$ 1,399,146	$ 1,788,516	$ 1,212,523	$ 1,200,680
Total Interest and Investment Gains	**$ 1,962,107**	**$ 1,830,809**	**$ 1,809,178**	**$ 1,893,575**	**$ 1,853,734**	**$ 2,104,600**	**$ 2,041,100**	**$ 1,990,053**	**$ 2,105,697**	**$ 2,445,875**	**$ 1,841,245**	**$ 1,786,016**

* Includes interest/dividends/coupons received, net realized gains/losses and monthly change in accrued interest.

CAMP Portfolio Statistics

As of September 30, 2026

Beginning of the Month Market Value	$ 158,702,135
Ending of The Month Market Value	$ 139,184,891
Monthly Distribution Yield	3.87%
Weighted Average Maturity (days)	41

	2020	2021	2022	2023	2024	2025	2026
January	1.78%	0.12%	0.05%	4.53%	5.54%	4.55%	3.85%
February	1.75%	0.10%	0.06%	4.73%	5.50%	4.51%	3.83%
March	1.50%	0.08%	0.25%	4.80%	5.48%	4.47%	3.80%
April	0.98%	0.06%	0.50%	4.97%	5.44%	4.45%	3.78%
May	0.67%	0.05%	0.82%	5.16%	5.43%	4.42%	3.76%
June	0.51%	0.05%	1.14%	5.24%	5.43%	4.40%	3.77%
July	0.37%	0.05%	1.64%	5.31%	5.43%	4.41%	3.78%
August	0.30%	0.05%	2.30%	5.52%	5.41%	4.40%	3.80%
September	0.27%	0.05%	2.61%	5.55%	5.29%	4.36%	3.87%
October	0.19%	0.05%	3.14%	5.56%	5.03%	4.26%	
November	0.14%	0.05%	3.90%	5.58%	4.87%	4.10%	
December	0.12%	0.05%	4.30%	5.55%	4.73%	3.95%	

Current Annualized Yield:[1]

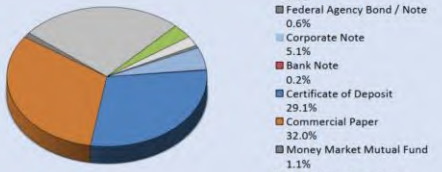
3.97%

CAMP CALIFORNIA ASSET MANAGEMENT PROGRAM

Cash Reserve Portfolio Characteristics as of September 30, 2026

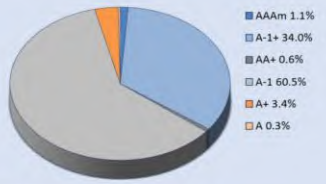
Total Fund Net Assets[1]	$15,853,265,579	Weighted Average Maturity	41 Days
Current 7-Day Yield[2]	3.97%	Net Asset Value per Share	$1.00
S&P Rating[3]	AAAm		

Portfolio Sector Composition



Percentages may not total to 100% due to rounding.

Portfolio Credit Quality Distribution**



**Ratings by S&P Global.
Percentages may not total 100% due to rounding.

1. *Total fund net assets, portfolio holdings valued at amortized cost, trade date based.*
2. *As of September 30, 2026. The current seven-day yield of the CAMP Cash Reserve Portfolio may, from time to time, be quoted in reports, literature and advertisements published by the Trust. The current seven-day yield, also known as the current annualized yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally $1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. Past performance is not indicative of future results and yields may vary.*
3. *S&P Global AAAm Rating: S&P evaluates a number of factors, including credit quality, market price, exposure, and management. Please visit SPGlobal.com/Ratings for more information and ratings methodology.*

SVCE Investment Policy:
https://svcleanenergy.org/wp-content/uploads/FP-08_Investments.pdf

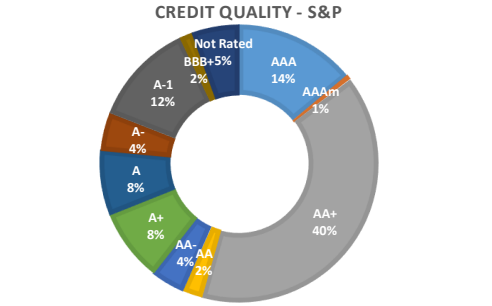
SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY (Continued)
October 1, 2025 through September 30, 2026

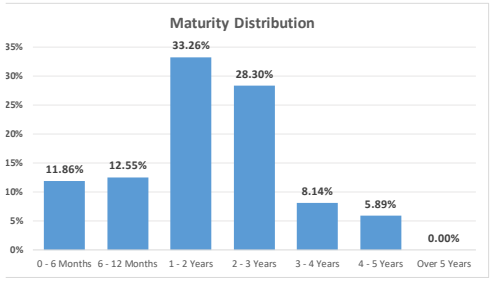
PFM Portfolio Statistics

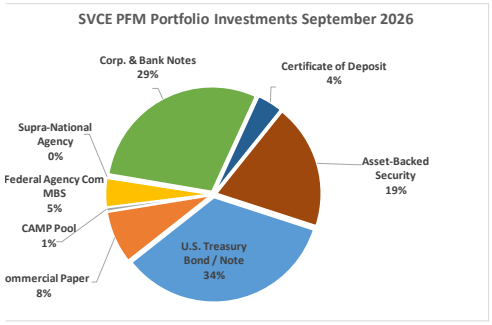
As of September 30, 2026

Portfolio Par Value	$ 393,955,524
Portfolio Market Value (icl. Accrued Interest)	$ 390,834,412
Yield to Maturity at Cost	4.11%
Yield to Maturity at Market	4.84%
Benchmark Yield*	4.58%
Portfolio Effective Duration (years)	1.32
Weighted Average Maturity (days)	689

*ICE BofA 0-3 Year U.S. Treasury Index

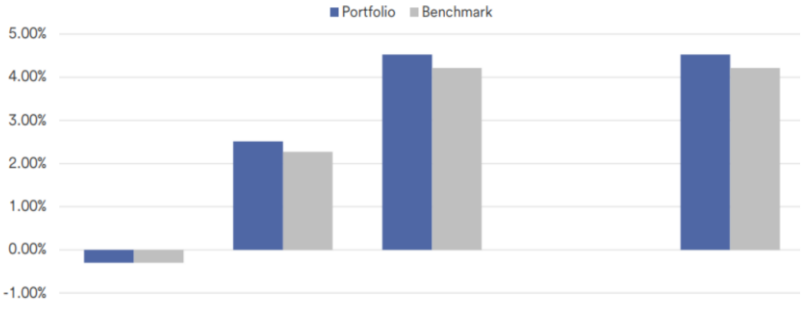






Total Return Performance

Periods Ending September 30, 2026



	1-Month	1-Year	3-Year	5-Year	Since Inception
Portfolio	-0.30%	2.52%	4.53%	n/a	4.53%
Benchmark	-0.30%	2.27%	4.21%	n/a	4.21%

The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2023.
Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.
The portfolio's benchmark is the ICE BofA 0-3 Year U.S. Treasury Index.

Historical Sector Allocations

Security Type	Jun-25	% of Total	Sep-25	% of Total	Dec-25	% of Total	Mar-26	% of Total	Jun-26	% of Total
U.S. Treasury	$ 99.8	36%	$ 100.8	27%	$137.4	38%	$121.1	34%	$130.4	34%
Agency CMBS	$ 24.1	9%	$ 23.5	6%	$22.5	6%	$21.6	6%	$17.1	4%
Supranational	$ 0.9	0%	$ 0.9	0%	$0.9	0%	$0.9	0%	$0.9	0%
Negotiable CD	$ 9.7	4%	$ 13.7	4%	$14.7	4%	$17.4	5%	$20.0	5%
Commercial Paper	$ 13.8	5%	$ 12.1	3%	$31.9	9%	$24.7	7%	$41.3	11%
Corporate Notes	$ 73.9	27%	$ 75.2	20%	$86.8	24%	$105.4	29%	$106.6	28%
ABS	$ 52.8	19%	$ 75.2	20%	$63.8	18%	$67.2	19%	$69.0	18%
Joint Powers Authority	$ 1.4	1%	$ 75.2	20%	$0.6	0%	$1.8	0%	$2.0	1%
Total	$ 276.4	100%	$ 376.6	100%	$358.6	100%	$360.1	100%	$387.3	100%

SVCE Investment Policy:
https://svcleanenergy.org/wp-content/uploads/FP-08_Investments.pdf

SILICON VALLEY CLEAN ENERGY AUTHORITY
RETAIL SALES, CUSTOMER ACCOUNTS AND AGING REPORT

	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Retail Sales Actual (GWh)	**330.4**	**320.7**	**354.3**	**349.2**	**310.5**	**326.7**	**300.1**	**305.2**	**311.0**	**334.5**	**352.7**	**331.5**	**3,927**
Retail Sales Budget (GWh)	**330.4**	**320.7**	**354.3**	**359.4**	**335.7**	**321.8**	**307.1**	**305.2**	**319.1**	**342.7**	**350.3**	**345.9**	**3,993**
Load deviation from the Budget	*0.0%*	*0.0%*	*0.0%*	*-2.8%*	*-7.5%*	*1.5%*	*-2.3%*	*0.0%*	*-2.5%*	*-2.4%*	*0.7%*	*-4.2%*	***-1.6%***
Customer Participation Rate Res	96.3%	96.3%	96.3%	96.3%	96.3%	96.3%	96.3%	96.3%	96.3%	96.3%	96.4%	96.4%	
Customer Participation Rate Com	96.5%	96.4%	96.5%	96.5%	96.3%	96.3%	96.4%	96.3%	96.3%	96.3%	96.3%	96.3%	
Total Accounts	284,198	284,413	284,720	284,947	285,116	285,311	285,560	285,933	286,211	286,511	286,668	286,729	**286,729**
Opt-Out Accounts	14	17	15	19	23	23	10	8	9	10	14	19	**181**
Opt-Up Accounts	-7	-6	-6	0	-2	7	36	-5	-4	4	-9	-2	**6**

Age Summary (as of 10/1/2026)

<30 days	$26,933,025
<60 days	$1,428,752
<90 days	$432,596
<120 days	$286,742
Older	$3,580,026

Accounts Receivable Days

36 Days

$32,661,142

TOTAL DUE

Bad Debt % (*Budget*)

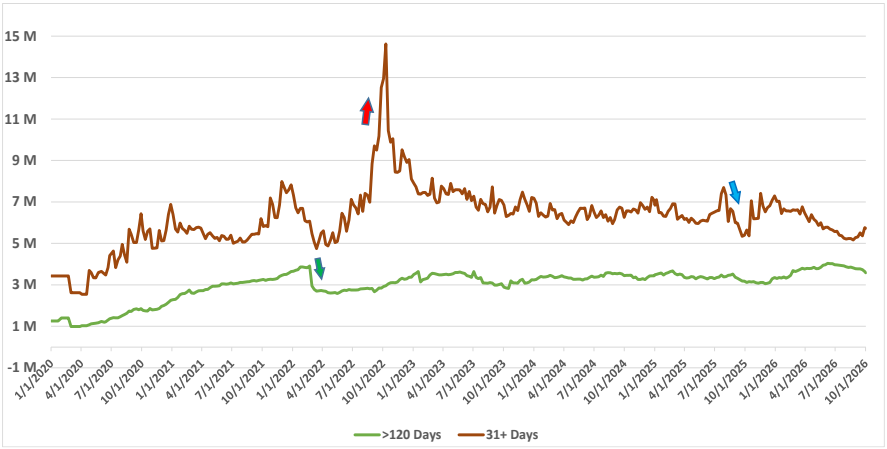
0.75%

Bad Debt % (Actual)

September 2026 FYTD

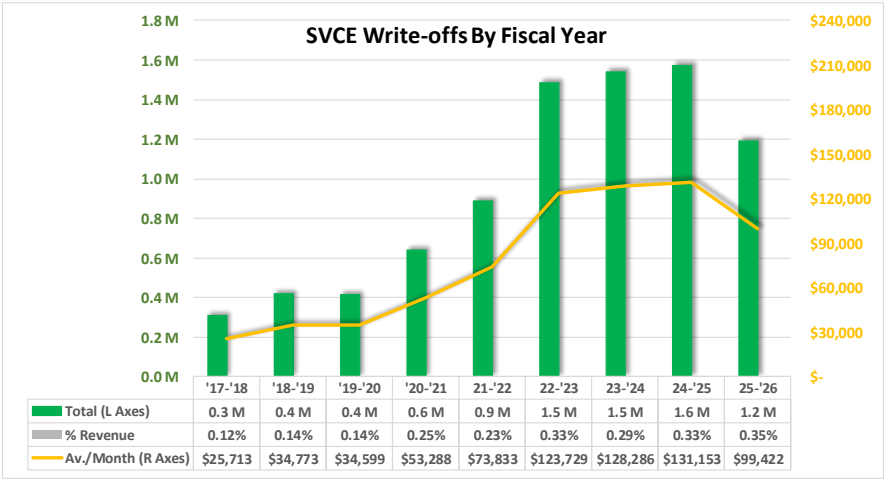
0.35%

SVCE Arrearager Total for customers 31+ days late and 120+ days late



	Date	Amount
High	11/29/2021	$7.99M
Low	4/17/2020	$2.54M
Current	10/1/2026	$5.7 M

- Green arrow indicates receipt of $1.3M in Federal CAPP funds.
- An additional $717K in CAPP funding provided in Winter 2023.
- Growth at red arrow indicates short-term PG&E billing-hold issue in Fall 2022 that was quickly resolved.
- Blue arrow marks the distribution of SVCE One-Time Customer Bill Credit



Certificate of Compliance

During the reporting period for the month ended September 30, 2026, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.



Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Financial LP Asset and Investment Management ("AIM").

2

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
09/01/26	09/04/26	US TREASURY N/B DTD 08/17/2026 4.250% 08/15/2029	91282CRG8	2,950,000.00	(2,935,250.00)	(6,813.86)	(2,942,063.86)			
09/02/26	09/08/26	US TREASURY N/B DTD 08/31/2026 4.125% 08/31/2028	91282CRH6	3,000,000.00	(2,985,585.94)	(2,734.81)	(2,988,320.75)			
09/08/26	09/11/26	JOHN DEERE CAPITAL CORP DTD 09/11/2026 4.650% 09/11/2028	24422EYR4	2,750,000.00	(2,747,965.00)	0.00	(2,747,965.00)			
09/08/26	09/15/26	GLAXOSMITHKLINE CAP INC (CALLABLE) DTD 09/15/2026 4.850% 09/14/2029	377372AS6	1,130,000.00	(1,129,627.10)	0.00	(1,129,627.10)			
09/08/26	09/16/26	COMMONWEALTH BK AUSTR NY DTD 09/16/2026 4.800% 07/16/2029	20271RAY6	830,000.00	(829,311.10)	0.00	(829,311.10)			
09/09/26	09/17/26	COPAR 2026-1 A3 DTD 09/17/2026 4.770% 07/15/2031	14042UAD6	1,290,000.00	(1,289,809.08)	0.00	(1,289,809.08)			
09/15/26	09/22/26	TLOT 2026-B A2A DTD 09/22/2026 4.780% 03/20/2029	89240YAB4	1,870,000.00	(1,869,997.38)	0.00	(1,869,997.38)			
09/15/26	09/23/26	HART 2026-C A2A DTD 09/23/2026 4.720% 08/15/2029	44935MAB5	1,995,000.00	(1,994,848.98)	0.00	(1,994,848.98)			
09/18/26	09/23/26	FHMS K097 A2 DTD 09/01/2019 2.508% 07/01/2029	3137FNX54	2,225,000.00	(2,076,116.21)	(3,410.18)	(2,079,526.39)			
Transaction Type Sub-Total				**18,040,000.00**	**(17,858,510.79)**	**(12,958.85)**	**(17,871,469.64)**			
INTEREST										
09/01/26	09/01/26	MARS INC DTD 03/12/2025 4.450% 03/01/2027	571676AW5		0.00	10,680.00	10,680.00			
09/01/26	09/25/26	FHMS K079 A2 DTD 08/01/2018 3.926% 06/01/2028	3137FGZT5		0.00	4,907.50	4,907.50			
09/01/26	09/25/26	FHMS K074 A2 DTD 03/01/2018 3.600% 01/01/2028	3137F4D41		0.00	2,952.09	2,952.09			
09/01/26	09/25/26	FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72		0.00	4,434.03	4,434.03			
09/01/26	09/25/26	FHMS K737 A2 DTD 01/01/2020 2.525% 10/01/2026	3137FQXJ7		0.00	994.42	994.42			
09/01/26	09/25/26	FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9		0.00	2,568.93	2,568.93			

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
09/01/26	09/25/26	FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3		0.00	2,677.18	2,677.18			
09/01/26	09/25/26	FHMS K059 A2 DTD 11/01/2016 3.120% 11/01/2026	3137BSRE5		0.00	1,025.38	1,025.38			
09/01/26	09/25/26	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3		0.00	2,297.83	2,297.83			
09/01/26	09/25/26	FHMS K076 A2 DTD 05/01/2018 3.900% 04/01/2028	3137FEZU7		0.00	3,900.00	3,900.00			
09/01/26	09/25/26	FNA 2024-M6 A2 DTD 11/01/2024 3.049% 07/01/2027	3136BTGM9		0.00	3,941.52	3,941.52			
09/01/26	09/25/26	FHMS K065 A1 DTD 07/01/2017 2.864% 10/01/2026	3137F1G36		0.00	2.84	2.84			
09/01/26	09/25/26	FNA 2018-M2 A2 DTD 02/01/2018 3.026% 01/01/2028	3136B0YM2		0.00	2,870.87	2,870.87			
09/01/26	09/25/26	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7		0.00	1,608.89	1,608.89			
09/01/26	09/25/26	FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3		0.00	4,591.38	4,591.38			
09/01/26	09/25/26	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79		0.00	1,906.36	1,906.36			
09/03/26	09/03/26	PACCAR FINANCIAL CORP DTD 03/03/2025 4.550% 03/03/2028	69371RT63		0.00	34,125.00	34,125.00			
09/03/26	09/03/26	ABBVIE INC DTD 03/04/2026 3.775% 03/03/2028	00287YED7		0.00	19,896.35	19,896.35			
09/04/26	09/04/26	VALET 2025-1 A2A DTD 03/25/2025 4.510% 01/20/2028	92868MAB5		0.00	7.05	7.05			
09/04/26	09/04/26	AMERICAN EXPRESS CO (CALLABLE) DTD 03/04/2022 2.550% 03/04/2027	025816CS6		0.00	19,125.00	19,125.00			
09/09/26	09/09/26	ABBOTT LABORATORIES (CALLABLE) DTD 03/09/2026 3.700% 03/09/2029	002824BR0		0.00	37,185.00	37,185.00			
09/10/26	09/10/26	MERCEDES-BENZ FIN NA DTD 03/10/2026 4.125% 03/10/2028	58769JBJ5		0.00	72,187.50	72,187.50			
09/12/26	09/12/26	AMERICAN HONDA FINANCE DTD 03/13/2024 4.900% 03/12/2027	02665WFD8		0.00	7,472.50	7,472.50			

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
09/13/26	09/13/26	AMAZON.COM INC DTD 03/13/2026 3.850% 03/13/2028	023135DB9		0.00	62,562.50	62,562.50			
09/14/26	09/14/26	COMMONWEALTH BK AUSTR NY DTD 03/14/2025 4.423% 03/14/2028	20271RAV2		0.00	8,624.85	8,624.85			
09/15/26	09/15/26	WOART 2026-C A2A DTD 08/26/2026 4.270% 11/15/2029	98165LAB4		0.00	3,639.58	3,639.58			
09/15/26	09/15/26	KCOT 2026-1A A2 DTD 02/25/2026 3.840% 01/16/2029	50118HAB2		0.00	2,608.00	2,608.00			
09/15/26	09/15/26	HART 2025-D A3 DTD 11/12/2025 3.990% 09/16/2030	44891XAD9		0.00	5,253.50	5,253.50			
09/15/26	09/15/26	CARMX 2026-2 A2A DTD 04/29/2026 4.110% 08/15/2029	142935AB1		0.00	2,911.25	2,911.25			
09/15/26	09/15/26	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4		0.00	471.72	471.72			
09/15/26	09/15/26	HART 2025-C A2A DTD 09/17/2025 3.970% 07/17/2028	44935JAB2		0.00	5,017.85	5,017.85			
09/15/26	09/15/26	FORDO 2025-A A2A DTD 03/25/2025 4.470% 12/15/2027	34535KAB4		0.00	1,527.18	1,527.18			
09/15/26	09/15/26	AMXCA 2025-2 A DTD 05/13/2025 4.280% 04/15/2030	02582JKP4		0.00	3,727.17	3,727.17			
09/15/26	09/15/26	USAOT 2025-A A3 DTD 10/09/2025 3.950% 12/17/2029	90327HAC3		0.00	1,497.71	1,497.71			
09/15/26	09/15/26	BACCT 2024-A1 A DTD 06/13/2024 4.930% 05/15/2029	05522RDJ4		0.00	4,231.58	4,231.58			
09/15/26	09/15/26	HALST 2026-A A3 DTD 01/21/2026 3.970% 12/15/2028	448970AD5		0.00	2,696.29	2,696.29			
09/15/26	09/15/26	WFCIT 2025-A1 A DTD 06/10/2025 4.340% 05/15/2030	92970QAJ4		0.00	4,068.75	4,068.75			
09/15/26	09/15/26	HOME DEPOT INC (CALLABLE) DTD 09/15/2025 3.750% 09/15/2028	437076DH2		0.00	7,125.00	7,125.00			
09/15/26	09/15/26	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3		0.00	33,750.00	33,750.00			
09/15/26	09/15/26	BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1		0.00	1,055.51	1,055.51			

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
09/15/26	09/15/26	WOART 2026-A A2A DTD 02/18/2026 3.710% 04/16/2029	98190AAB7		0.00	2,954.06	2,954.06			
09/15/26	09/15/26	WELLS FARGO & COMPANY (CALLABLE) DTD 09/15/2025 4.078% 09/15/2029	95000U4A8		0.00	20,390.00	20,390.00			
09/15/26	09/15/26	HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9		0.00	1,079.67	1,079.67			
09/15/26	09/15/26	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2		0.00	1,232.49	1,232.49			
09/15/26	09/15/26	TAOT 2026-A A2A DTD 01/21/2026 3.800% 12/15/2028	89240KAB4		0.00	4,462.02	4,462.02			
09/15/26	09/15/26	TAOT 2026-C A3 DTD 07/21/2026 4.510% 03/17/2031	89231DAD7		0.00	5,712.67	5,712.67			
09/15/26	09/15/26	AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1		0.00	3,595.62	3,595.62			
09/15/26	09/15/26	WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5		0.00	2,341.63	2,341.63			
09/15/26	09/15/26	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2		0.00	472.07	472.07			
09/15/26	09/15/26	KCOT 2025-2A A2 DTD 06/25/2025 4.480% 04/17/2028	50117LAB4		0.00	737.92	737.92			
09/15/26	09/15/26	HART 2026-B A3 DTD 06/17/2026 4.510% 02/18/2031	44935KAD5		0.00	4,904.62	4,904.62			
09/15/26	09/15/26	BACCT 2026-A1 A DTD 05/14/2026 4.220% 04/15/2031	05522RDL9		0.00	6,330.00	6,330.00			
09/15/26	09/15/26	WOART 2025-C A2A DTD 08/13/2025 4.190% 10/16/2028	981936AB3		0.00	1,252.83	1,252.83			
09/15/26	09/15/26	COPAR 2025-1 A3 DTD 11/05/2025 3.850% 07/15/2030	14043YAD7		0.00	2,630.83	2,630.83			
09/15/26	09/15/26	AMXCA 2025-4 A DTD 07/22/2025 4.300% 07/15/2030	02582JKV1		0.00	2,938.33	2,938.33			
09/15/26	09/15/26	SALESFORCE INC (CALLABLE) DTD 03/13/2026 4.500% 03/15/2028	79466LAQ7		0.00	70,070.00	70,070.00			

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
09/15/26	09/15/26	US TREASURY N/B DTD 03/17/2025 3.875% 03/15/2028	91282CMS7		0.00	48,437.50	48,437.50			
09/15/26	09/15/26	HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3		0.00	6,102.00	6,102.00			
09/15/26	09/15/26	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6		0.00	218.42	218.42			
09/15/26	09/15/26	US TREASURY N/B DTD 09/15/2025 3.375% 09/15/2028	91282CNY3		0.00	46,406.25	46,406.25			
09/15/26	09/15/26	ALLYA 2024-1 A3 DTD 03/13/2024 5.080% 12/15/2028	02008FAC8		0.00	577.06	577.06			
09/15/26	09/15/26	HALST 2026-B A3 DTD 04/22/2026 4.210% 04/16/2029	448972AD1		0.00	4,104.75	4,104.75			
09/15/26	09/15/26	AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2		0.00	3,116.21	3,116.21			
09/15/26	09/15/26	HAROT 2025-4 A3 DTD 11/12/2025 3.980% 06/17/2030	43814XAD5		0.00	5,041.33	5,041.33			
09/15/26	09/15/26	FORDO 2023-C A3 DTD 11/21/2023 5.530% 09/15/2028	344940AD3		0.00	521.94	521.94			
09/15/26	09/15/26	US TREASURY N/B DTD 03/16/2026 3.500% 03/15/2029	91282CQE4		0.00	94,062.50	94,062.50			
09/15/26	09/15/26	FORDO 2025-C A3 DTD 11/25/2025 3.900% 06/15/2030	34535LAD8		0.00	3,152.50	3,152.50			
09/15/26	09/15/26	WOART 2025-D A2A DTD 10/15/2025 3.910% 02/15/2029	98165HAB3		0.00	4,084.78	4,084.78			
09/15/26	09/15/26	HART 2026-A A3 DTD 02/18/2026 3.790% 02/18/2031	448981AD2		0.00	3,300.46	3,300.46			
09/15/26	09/15/26	MERCK & CO INC (CALLABLE) DTD 12/04/2025 3.850% 03/15/2029	58933YBW4		0.00	9,625.00	9,625.00			
09/15/26	09/15/26	TAOT 2025-D A3 DTD 10/23/2025 3.840% 06/17/2030	89231GAD0		0.00	4,704.00	4,704.00			
09/15/26	09/15/26	NAROT 2025-A A3 DTD 05/27/2025 4.490% 12/17/2029	65481GAD7		0.00	4,620.96	4,620.96			
09/15/26	09/15/26	KCOT 2025-1A A2 DTD 02/19/2025 4.610% 12/15/2027	50117FAB7		0.00	939.66	939.66			

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Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
09/15/26	09/15/26	TAOT 2026-B A3 DTD 04/21/2026 4.130% 12/16/2030	89240QAD7		0.00	4,439.75	4,439.75			
09/15/26	09/15/26	MASTERCARD INC (CALLABLE) DTD 02/27/2025 4.550% 03/15/2028	57636QBF0		0.00	13,650.00	13,650.00			
09/15/26	09/15/26	COMET 2026-A1 A DTD 07/16/2026 4.480% 07/15/2031	14041NGJ4		0.00	23,017.87	23,017.87			
09/15/26	09/15/26	MERCK & CO INC DTD 09/09/2025 3.850% 09/15/2027	58933YBP9		0.00	19,250.00	19,250.00			
09/15/26	09/15/26	COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5		0.00	4,736.67	4,736.67			
09/15/26	09/15/26	COMET 2025-A1 A DTD 09/16/2025 3.820% 09/15/2030	14041NGF2		0.00	3,835.92	3,835.92			
09/15/26	09/15/26	HALST 2026-C A3 DTD 07/29/2026 4.680% 07/16/2029	44935LAD3		0.00	6,259.50	6,259.50			
09/15/26	09/15/26	AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/17/2029	02582JKM1		0.00	6,137.00	6,137.00			
09/15/26	09/15/26	HAROT 2026-2 A3 DTD 05/13/2026 4.300% 11/15/2030	43814YAD3		0.00	7,310.00	7,310.00			
09/15/26	09/15/26	BAAT 2026-1A A3 DTD 04/24/2026 4.180% 10/15/2030	05620EAD0		0.00	3,291.75	3,291.75			
09/15/26	09/15/26	TAOT 2024-A A3 DTD 01/30/2024 4.830% 10/16/2028	89238DAD0		0.00	590.17	590.17			
09/16/26	09/16/26	GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2		0.00	708.75	708.75			
09/16/26	09/16/26	NATIONAL RURAL UTIL COOP (CALLABLE) DTD 09/16/2024 4.120% 09/16/2027	63743HFT4		0.00	9,682.00	9,682.00			
09/16/26	09/16/26	GMCAR 2025-4 A2A DTD 11/05/2025 3.880% 12/18/2028	36273EAB9		0.00	5,564.89	5,564.89			
09/16/26	09/16/26	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7		0.00	177.86	177.86			
09/16/26	09/16/26	UBS AG STAMFORD CT (CALLABLE) DTD 03/16/2026 4.302% 03/16/2029	90261AAG7		0.00	11,722.95	11,722.95			

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For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
09/16/26	09/16/26	GMCAR 2026-1 A2A DTD 01/14/2026 3.770% 03/16/2029	362970AB1		0.00	1,900.56	1,900.56			
09/17/26	09/17/26	BMW US CAPITAL LLC DTD 03/19/2026 4.300% 03/17/2028	05565EDF9		0.00	45,179.86	45,179.86			
09/18/26	09/18/26	STATE STREET CORP (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5		0.00	12,732.15	12,732.15			
09/18/26	09/18/26	NATIXIS NY BRANCH DTD 09/20/2023 5.610% 09/18/2026	63873QP65		0.00	46,925.31	46,925.31			
09/18/26	09/18/26	HAROT 2026-3 A3 DTD 08/12/2026 4.520% 02/18/2031	43815XAD4		0.00	8,045.60	8,045.60			
09/19/26	09/19/26	BMW US CAPITAL LLC (CALLABLE) DTD 03/21/2025 4.650% 03/19/2027	05565ECU7		0.00	13,252.50	13,252.50			
09/20/26	09/20/26	VZMT 2025-9 A1A DTD 11/25/2025 3.960% 10/21/2030	92348KEV1		0.00	4,686.00	4,686.00			
09/20/26	09/20/26	VALET 2025-2 A3 DTD 11/25/2025 3.920% 03/20/2030	92869QAD1		0.00	4,050.67	4,050.67			
09/20/26	09/20/26	VALET 2024-1 A2A DTD 11/26/2024 4.650% 11/22/2027	92868RAB4		0.00	37.39	37.39			
09/20/26	09/20/26	VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6		0.00	5,675.08	5,675.08			
09/20/26	09/20/26	BAAT 2025-1A A3 DTD 05/12/2025 4.350% 11/20/2029	05594BAD8		0.00	993.25	993.25			
09/20/26	09/20/26	PILOT 2026-1A A3 DTD 06/12/2026 4.410% 08/20/2029	73328FAD0		0.00	2,976.75	2,976.75			
09/20/26	09/20/26	VALET 2025-1 A2A DTD 03/25/2025 4.510% 01/20/2028	92868MAB5		0.00	907.87	907.87			
09/20/26	09/20/26	TLOT 2026-A A3 DTD 02/17/2026 3.820% 02/20/2029	89240MAD6		0.00	5,745.92	5,745.92			
09/20/26	09/20/26	VZMT 2026-1 A1A DTD 03/13/2026 3.940% 02/20/2031	92348KFC2		0.00	9,094.83	9,094.83			
09/20/26	09/20/26	TMUST 2026-1A A DTD 03/20/2026 4.250% 10/21/2030	87269AAA8		0.00	5,383.33	5,383.33			
09/20/26	09/20/26	TMUST 2025-2A A DTD 08/06/2025 4.340% 04/22/2030	87268MAA3		0.00	1,862.58	1,862.58			

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Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
09/20/26	09/20/26	PILOT 2025-1A A3 DTD 05/21/2025 4.610% 10/20/2028	73329KAD8		0.00	1,383.00	1,383.00			
09/21/26	09/21/26	HAROT 2025-3 A2A DTD 08/12/2025 4.190% 03/21/2028	43813QAB5		0.00	2,892.85	2,892.85			
09/21/26	09/21/26	HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5		0.00	304.28	304.28			
09/21/26	09/21/26	HAROT 2026-1 A3 DTD 02/18/2026 3.780% 09/23/2030	43815CAD0		0.00	2,866.50	2,866.50			
09/22/26	09/22/26	PFAST 2025-1A A2A DTD 10/24/2025 3.910% 03/22/2029	732911AB8		0.00	2,396.19	2,396.19			
09/22/26	09/22/26	DEFT 2026-1A A2 DTD 04/22/2026 4.240% 07/24/2028	246921AC4		0.00	2,473.33	2,473.33			
09/24/26	09/24/26	ADVANCED MICRO DEVICES DTD 03/24/2025 4.212% 09/24/2026	007903BH9		0.00	14,742.00	14,742.00			
09/25/26	09/25/26	CHAOT 2026-1A A2 DTD 05/27/2026 4.250% 07/25/2029	16145GAB2		0.00	2,780.21	2,780.21			
09/25/26	09/25/26	BMWOT 2026-A A3 DTD 08/19/2026 4.590% 04/25/2031	05595NAD1		0.00	6,081.75	6,081.75			
09/25/26	09/25/26	CHAOT 2025-2A A2 DTD 10/29/2025 3.910% 12/26/2028	16144MAC8		0.00	3,857.36	3,857.36			
09/25/26	09/25/26	BMWLT 2025-1 A3 DTD 06/10/2025 4.430% 06/26/2028	096912AD2		0.00	1,827.38	1,827.38			
09/25/26	09/25/26	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7		0.00	1,599.12	1,599.12			
09/25/26	09/25/26	CHAOT 2025-1A A3 DTD 07/30/2025 4.290% 06/25/2030	16145NAC5		0.00	2,717.00	2,717.00			
09/30/26	09/30/26	AUST & NZ BANKING GRP NY DTD 09/30/2024 3.919% 09/30/2027	05253JB42		0.00	8,523.83	8,523.83			
09/30/26	09/30/26	US TREASURY N/B DTD 03/31/2026 3.875% 03/31/2028	91282CQH7		0.00	33,906.25	33,906.25			
09/30/26	09/30/26	US TREASURY N/B DTD 09/30/2025 3.500% 09/30/2027	91282CPB1		0.00	245,000.00	245,000.00			
Transaction Type Sub-Total					**0.00**	**1,385,421.92**	**1,385,421.92**			

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Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
MATURITY										
09/18/26	09/18/26	NATIXIS NY BRANCH DTD 09/20/2023 5.610% 09/18/2026	63873QP65	825,000.00	825,000.00	0.00	825,000.00	0.00	0.00	
09/24/26	09/24/26	ADVANCED MICRO DEVICES DTD 03/24/2025 4.212% 09/24/2026	007903BH9	700,000.00	700,000.00	0.00	700,000.00	0.00	0.00	
Transaction Type Sub-Total				**1,525,000.00**	**1,525,000.00**	**0.00**	**1,525,000.00**	**0.00**	**0.00**	
PAYDOWNS										
09/01/26	09/25/26	FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9	2,481.50	2,481.50	0.00	2,481.50	190.47	73.64	
09/01/26	09/25/26	FHMS K059 A2 DTD 11/01/2016 3.120% 11/01/2026	3137BSRE5	394,377.80	394,377.80	0.00	394,377.80	20,843.48	1,841.26	
09/01/26	09/25/26	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	1,289.79	1,289.79	0.00	1,289.79	62.37	21.70	
09/01/26	09/25/26	FHMS K074 A2 DTD 03/01/2018 3.600% 01/01/2028	3137F4D41	1,815.98	1,815.98	0.00	1,815.98	38.94	19.59	
09/01/26	09/25/26	FHMS K076 A2 DTD 05/01/2018 3.900% 04/01/2028	3137FEZU7	186.13	186.13	0.00	186.13	2.05	1.12	
09/01/26	09/25/26	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7	44,148.08	44,148.08	0.00	44,148.08	1,626.22	712.98	
09/01/26	09/25/26	FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	38,373.75	38,373.75	0.00	38,373.75	866.41	334.35	
09/01/26	09/25/26	FHMS K065 A1 DTD 07/01/2017 2.864% 10/01/2026	3137F1G36	1,191.00	1,191.01	0.00	1,191.01	51.41	3.03	
09/01/26	09/25/26	FNA 2018-M2 A2 DTD 02/01/2018 3.026% 01/01/2028	3136B0YM2	1,509.42	1,509.42	0.00	1,509.42	42.81	22.16	
09/01/26	09/25/26	FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72	1,844.10	1,844.10	0.00	1,844.10	32.20	16.74	
09/01/26	09/25/26	FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72	331.94	331.94	0.00	331.94	5.80	3.02	
09/01/26	09/25/26	FNA 2024-M6 A2 DTD 11/01/2024 3.049% 07/01/2027	3136BTGM9	64,253.46	64,253.46	0.00	64,253.46	2,248.87	815.22	
09/01/26	09/25/26	FHMS K737 A2 DTD 01/01/2020 2.525% 10/01/2026	3137FQXJ7	264,689.66	264,689.66	0.00	264,689.66	17,494.33	904.02	

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Transaction Type										
Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
09/15/26	09/15/26	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	9,932.65	9,932.65	0.00	9,932.65	1.07	0.45	
09/15/26	09/15/26	WOART 2025-C A2A DTD 08/13/2025 4.190% 10/16/2028	981936AB3	61,508.06	61,508.06	0.00	61,508.06	5.39	3.56	
09/15/26	09/15/26	KCOT 2025-1A A2 DTD 02/19/2025 4.610% 12/15/2027	50117FAB7	38,723.21	38,723.21	0.00	38,723.21	4.84	2.21	
09/15/26	09/15/26	WOART 2025-D A2A DTD 10/15/2025 3.910% 02/15/2029	98165HAB3	171,074.50	171,074.50	0.00	171,074.50	10.95	7.88	
09/15/26	09/15/26	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	17,455.98	17,455.98	0.00	17,455.98	125.46	45.93	
09/15/26	09/15/26	AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	825,000.00	825,000.00	0.00	825,000.00	36.88	15.64	
09/15/26	09/15/26	FORDO 2023-C A3 DTD 11/21/2023 5.530% 09/15/2028	344940AD3	12,549.86	12,549.86	0.00	12,549.86	2.70	1.19	
09/15/26	09/15/26	KCOT 2025-2A A2 DTD 06/25/2025 4.480% 04/17/2028	50117LAB4	19,927.08	19,927.08	0.00	19,927.08	2.40	1.37	
09/15/26	09/15/26	HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9	37,461.17	37,461.17	0.00	37,461.17	8.47	33.85	
09/15/26	09/15/26	ALLYA 2024-1 A3 DTD 03/13/2024 5.080% 12/15/2028	02008FAC8	14,894.67	14,894.67	0.00	14,894.67	2.16	1.07	
09/15/26	09/15/26	WOART 2026-A A2A DTD 02/18/2026 3.710% 04/16/2029	98190AAB7	84,593.11	84,593.11	0.00	84,593.11	8.16	6.67	
09/15/26	09/15/26	TAOT 2026-A A2A DTD 01/21/2026 3.800% 12/15/2028	89240KAB4	127,548.64	127,548.64	0.00	127,548.64	2.12	1.65	
09/15/26	09/15/26	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	30,107.72	30,107.72	0.00	30,107.72	3.11	1.85	
09/15/26	09/15/26	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6	5,552.48	5,552.48	0.00	5,552.48	0.90	0.45	
09/15/26	09/15/26	FORDO 2025-A A2A DTD 03/25/2025 4.470% 12/15/2027	34535KAB4	131,339.83	131,339.83	0.00	131,339.83	7.78	3.67	
09/15/26	09/15/26	HART 2025-C A2A DTD 09/17/2025 3.970% 07/17/2028	44935JAB2	190,861.91	190,861.91	0.00	190,861.91	17.04	11.15	
09/15/26	09/15/26	BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1	30,588.84	30,588.84	0.00	30,588.84	0.55	0.20	

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
09/15/26	09/15/26	TAOT 2024-A A3 DTD 01/30/2024 4.830% 10/16/2028	89238DAD0	14,083.27	14,083.27	0.00	14,083.27	2.82	1.31	
09/16/26	09/16/26	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	4,645.70	4,645.70	0.00	4,645.70	0.93	0.46	
09/16/26	09/16/26	GMCAR 2026-1 A2A DTD 01/14/2026 3.770% 03/16/2029	362970AB1	53,663.92	53,663.92	0.00	53,663.92	0.17	0.13	
09/16/26	09/16/26	GMCAR 2025-4 A2A DTD 11/05/2025 3.880% 12/18/2028	36273EAB9	190,956.08	190,956.08	0.00	190,956.08	6.47	4.53	
09/16/26	09/16/26	GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2	18,223.63	18,223.63	0.00	18,223.63	3.74	1.58	
09/20/26	09/20/26	BAAT 2025-1A A3 DTD 05/12/2025 4.350% 11/20/2029	05594BAD8	18,968.31	18,968.31	0.00	18,968.31	1.31	0.90	
09/20/26	09/20/26	VALET 2024-1 A2A DTD 11/26/2024 4.650% 11/22/2027	92868RAB4	9,648.77	9,648.77	0.00	9,648.77	0.16	0.06	
09/20/26	09/20/26	VALET 2025-1 A2A DTD 03/25/2025 4.510% 01/20/2028	92868MAB5	116,910.13	116,910.13	0.00	116,910.13	3.69	1.66	
09/21/26	09/21/26	HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	7,097.57	7,097.57	0.00	7,097.57	1.25	0.51	
09/21/26	09/21/26	HAROT 2025-3 A2A DTD 08/12/2025 4.190% 03/21/2028	43813QAB5	126,639.33	126,639.33	0.00	126,639.33	9.83	5.70	
09/22/26	09/22/26	PFAST 2025-1A A2A DTD 10/24/2025 3.910% 03/22/2029	732911AB8	188,094.80	188,094.80	0.00	188,094.80	9.35	6.71	
09/25/26	09/25/26	CHAOT 2025-2A A2 DTD 10/29/2025 3.910% 12/26/2028	16144MAC8	156,248.62	156,248.62	0.00	156,248.62	10.52	7.40	
09/25/26	09/25/26	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7	31,794.56	31,794.56	0.00	31,794.56	4.83	2.60	
Transaction Type Sub-Total				**3,562,587.01**	**3,562,587.02**	**0.00**	**3,562,587.02**	**43,800.41**	**4,941.17**	
SELL										
09/02/26	09/03/26	WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3	925,000.00	927,962.89	2,284.75	930,247.64	3,213.93	3,092.83	FIFO
09/03/26	09/04/26	US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	200,000.00	200,406.25	1,212.64	201,618.89	(1,890.63)	(293.16)	FIFO

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL										
09/03/26	09/04/26	US TREASURY N/B DTD 07/31/2025 3.875% 07/31/2027	91282CNP2	525,000.00	523,646.48	1,934.87	525,581.35	(2,501.96)	(1,897.84)	FIFO
09/04/26	09/08/26	BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	1,250,000.00	1,239,962.50	2,989.58	1,242,952.08	49,225.00	(251.57)	FIFO
09/04/26	09/08/26	JP MORGAN CHASE BANK NA (CALLABLE) DTD 12/08/2023 5.110% 12/08/2026	48125LRU8	600,000.00	600,924.00	7,665.00	608,589.00	924.00	924.00	FIFO
09/04/26	09/08/26	COMMONWEALTH BK AUSTR NY DTD 11/27/2024 4.577% 11/27/2026	20271RAU4	875,000.00	875,761.25	11,235.90	886,997.15	761.25	761.25	FIFO
09/08/26	09/08/26	US TREASURY N/B DTD 07/31/2025 3.875% 07/31/2027	91282CNP2	250,000.00	249,296.88	1,026.66	250,323.54	(1,250.00)	(959.24)	FIFO
09/09/26	09/10/26	HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	240,000.00	240,489.60	5,120.00	245,609.60	722.40	534.28	FIFO
09/09/26	09/11/26	US TREASURY N/B DTD 07/31/2025 3.875% 07/31/2027	91282CNP2	1,225,000.00	1,221,411.13	5,417.63	1,226,828.76	(6,268.56)	(4,832.52)	FIFO
09/09/26	09/11/26	US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	1,175,000.00	1,169,951.17	3,232.85	1,173,184.02	(4,773.44)	(4,960.88)	FIFO
09/16/26	09/17/26	US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	325,000.00	323,159.18	1,092.90	324,252.08	(1,764.65)	(1,816.92)	FIFO
09/16/26	09/17/26	US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	475,000.00	472,309.57	1,597.32	473,906.89	(4,601.56)	(3,305.62)	FIFO
09/21/26	09/22/26	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	800,000.00	791,531.25	522.10	792,053.35	(5,218.75)	(7,350.41)	FIFO
09/21/26	09/23/26	US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	1,525,000.00	1,515,468.75	6,060.63	1,521,529.38	(15,667.00)	(11,471.30)	FIFO
09/21/26	09/23/26	US TREASURY N/B DTD 05/15/2025 3.750% 05/15/2028	91282CND9	2,000,000.00	1,970,390.63	26,698.37	1,997,089.00	(28,203.12)	(28,820.00)	FIFO
09/22/26	09/23/26	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	50,000.00	49,476.56	37.29	49,513.85	(320.32)	(453.74)	FIFO
Transaction Type Sub-Total				**12,440,000.00**	**12,372,148.09**	**78,128.49**	**12,450,276.58**	**(17,613.41)**	**(61,100.84)**	
Managed Account Sub-Total					**(398,775.68)**	**1,450,591.56**	**1,051,815.88**	**26,187.00**	**(56,159.67)**	

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Total Security Transactions	**($398,775.68)**	**$1,450,591.56**	**$1,051,815.88**	**$26,187.00**	**($56,159.67)**

Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
10/01/26	10/06/26	US TREASURY N/B DTD 09/15/2026 4.375% 09/15/2029	91282CRL7	3,000,000.00	(2,956,875.00)	(7,613.95)	(2,964,488.95)			
10/01/26	10/08/26	USAOT 2026-A A3 DTD 10/08/2026 5.220% 04/15/2031	90291MAD2	1,070,000.00	(1,069,863.15)	0.00	(1,069,863.15)			
10/06/26	10/09/26	US TREASURY N/B DTD 09/15/2026 4.375% 09/15/2029	91282CRL7	1,950,000.00	(1,919,988.28)	(5,656.08)	(1,925,644.36)			
10/09/26	10/15/26	TAOT 2026-D A3 DTD 10/15/2026 5.260% 06/16/2031	89240WAD4	1,540,000.00	(1,539,824.59)	0.00	(1,539,824.59)			
10/13/26	10/20/26	JPMORGAN CHASE & CO (CALLABLE) DTD 10/20/2026 5.615% 10/20/2030	48128BAY7	790,000.00	(790,000.00)	0.00	(790,000.00)			
10/15/26	10/20/26	STATE STREET BANK & TR DTD 10/20/2026 5.147% 10/20/2028	85744NAH4	865,000.00	(865,000.00)	0.00	(865,000.00)			
10/19/26	10/29/26	KIMBERLY-CLARK CORP DTD 10/29/2026 5.100% 10/29/2028	494368CF8	445,000.00	(444,826.45)	0.00	(444,826.45)			
10/21/26	10/30/26	NATIONAL RURAL UTIL COOP DTD 10/30/2026 5.250% 10/27/2028	63743HGJ5	495,000.00	(494,881.20)	0.00	(494,881.20)			
10/23/26	10/28/26	FHMS K090 A2 DTD 04/01/2019 3.422% 02/01/2029	3137FLMV3	1,475,000.00	(1,423,605.47)	(3,785.59)	(1,427,391.06)			
10/29/26	**11/04/26**	**MICROSOFT CORP DTD 11/04/2026 4.850% 11/03/2028**	**594918CZ5**	**2,250,000.00**	**(2,249,190.00)**	**0.00**	**(2,249,190.00)**			
Transaction Type Sub-Total				**13,880,000.00**	**(13,754,054.14)**	**(17,055.62)**	**(13,771,109.76)**			
CALL										
10/13/26	10/13/26	NATIONAL RURAL UTIL COOP (CALLABLE) DTD 11/02/2023 5.600% 11/13/2026	63743HFK3	305,000.00	305,000.00	7,116.66	312,116.66	106.75	0.00	
10/15/26	10/15/26	MORGAN STANLEY BANK NA (CALLABLE) DTD 10/18/2024 4.447% 10/15/2027	61690U8G8	455,000.00	455,000.00	0.00	455,000.00	0.00	0.00	
10/22/26	10/22/26	JPMORGAN CHASE & CO (CALLABLE) DTD 10/23/2023 6.070% 10/22/2027	46647PDW3	300,000.00	300,000.00	0.00	300,000.00	0.00	0.00	
Transaction Type Sub-Total				**1,060,000.00**	**1,060,000.00**	**7,116.66**	**1,067,116.66**	**106.75**	**0.00**	

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Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/01/26	10/01/26	MERCEDES-BENZ FIN NA DTD 04/01/2025 4.650% 04/01/2027	58769JBC0		0.00	23,250.00	23,250.00			
10/01/26	10/25/26	FNA 2018-M2 A2 DTD 02/01/2018 2.928% 01/01/2028	3136B0YM2		0.00	2,774.64	2,774.64			
10/01/26	10/25/26	FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72		0.00	4,427.41	4,427.41			
10/01/26	10/25/26	FHMS K074 A2 DTD 03/01/2018 3.600% 01/01/2028	3137F4D41		0.00	2,946.64	2,946.64			
10/01/26	10/25/26	FNA 2024-M6 A2 DTD 11/01/2024 2.952% 07/01/2027	3136BTGM9		0.00	3,658.00	3,658.00			
10/01/26	10/25/26	FHMS K097 A2 DTD 09/01/2019 2.508% 07/01/2029	3137FNX54		0.00	4,650.25	4,650.25			
10/01/26	10/25/26	FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9		0.00	2,566.17	2,566.17			
10/01/26	10/25/26	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3		0.00	2,297.83	2,297.83			
10/01/26	10/25/26	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79		0.00	1,902.93	1,902.93			
10/01/26	10/25/26	FHMS K076 A2 DTD 05/01/2018 3.900% 04/01/2028	3137FEZU7		0.00	3,899.40	3,899.40			
10/01/26	10/25/26	FHMS K737 A2 DTD 01/01/2020 2.525% 10/01/2026	3137FQXJ7		0.00	437.46	437.46			
10/01/26	10/25/26	FHMS K079 A2 DTD 08/01/2018 3.926% 06/01/2028	3137FGZT5		0.00	4,907.51	4,907.51			
10/01/26	10/25/26	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7		0.00	1,523.98	1,523.98			
10/01/26	10/25/26	FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3		0.00	4,649.43	4,649.43			
10/01/26	10/25/26	FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3		0.00	2,577.51	2,577.51			
10/04/26	10/04/26	ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9		0.00	8,487.50	8,487.50			
10/04/26	10/04/26	ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1		0.00	6,337.50	6,337.50			

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Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/08/26	10/08/26	TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89236TMS1		0.00	15,116.25	15,116.25			
10/15/26	10/15/26	HART 2026-A A3 DTD 02/18/2026 3.790% 02/18/2031	448981AD2		0.00	3,300.46	3,300.46			
10/15/26	10/15/26	HART 2026-B A3 DTD 06/17/2026 4.510% 02/18/2031	44935KAD5		0.00	4,904.62	4,904.62			
10/15/26	10/15/26	WOART 2025-D A2A DTD 10/15/2025 3.910% 02/15/2029	98165HAB3		0.00	3,527.37	3,527.37			
10/15/26	10/15/26	WFCIT 2025-A1 A DTD 06/10/2025 4.340% 05/15/2030	92970QAJ4		0.00	4,068.75	4,068.75			
10/15/26	10/15/26	NAROT 2025-A A3 DTD 05/27/2025 4.490% 12/17/2029	65481GAD7		0.00	4,620.96	4,620.96			
10/15/26	10/15/26	COPAR 2025-1 A3 DTD 11/05/2025 3.850% 07/15/2030	14043YAD7		0.00	2,630.83	2,630.83			
10/15/26	10/15/26	TAOT 2026-A A2A DTD 01/21/2026 3.800% 12/15/2028	89240KAB4		0.00	4,058.11	4,058.11			
10/15/26	10/15/26	COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5		0.00	4,736.67	4,736.67			
10/15/26	10/15/26	US TREASURY N/B DTD 04/15/2026 3.875% 04/15/2029	91282CQJ3		0.00	58,125.00	58,125.00			
10/15/26	10/15/26	HART 2026-C A2A DTD 09/23/2026 4.720% 08/15/2029	44935MAB5		0.00	5,754.47	5,754.47			
10/15/26	10/15/26	FORDO 2025-A A2A DTD 03/25/2025 4.470% 12/15/2027	34535KAB4		0.00	1,037.94	1,037.94			
10/15/26	10/15/26	AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2		0.00	3,116.21	3,116.21			
10/15/26	10/15/26	TAOT 2024-A A3 DTD 01/30/2024 4.830% 10/16/2028	89238DAD0		0.00	533.49	533.49			
10/15/26	10/15/26	HART 2025-D A3 DTD 11/12/2025 3.990% 09/16/2030	44891XAD9		0.00	5,253.50	5,253.50			
10/15/26	10/15/26	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4		0.00	425.87	425.87			
10/15/26	10/15/26	COMET 2026-A1 A DTD 07/16/2026 4.480% 07/15/2031	14041NGJ4		0.00	11,704.00	11,704.00			

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Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/15/26	10/15/26	HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9		0.00	902.04	902.04			
10/15/26	10/15/26	US TREASURY N/B DTD 10/15/2025 3.500% 10/15/2028	91282CPC9		0.00	196,000.00	196,000.00			
10/15/26	10/15/26	MORGAN STANLEY BANK NA (CALLABLE) DTD 10/18/2024 4.447% 10/15/2027	61690U8G8		0.00	10,116.93	10,116.93			
10/15/26	10/15/26	HAROT 2026-2 A3 DTD 05/13/2026 4.300% 11/15/2030	43814YAD3		0.00	7,310.00	7,310.00			
10/15/26	10/15/26	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6		0.00	193.66	193.66			
10/15/26	10/15/26	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2		0.00	1,128.62	1,128.62			
10/15/26	10/15/26	WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5		0.00	2,341.63	2,341.63			
10/15/26	10/15/26	HART 2025-C A2A DTD 09/17/2025 3.970% 07/17/2028	44935JAB2		0.00	4,386.42	4,386.42			
10/15/26	10/15/26	BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1		0.00	909.20	909.20			
10/15/26	10/15/26	FORDO 2025-C A3 DTD 11/25/2025 3.900% 06/15/2030	34535LAD8		0.00	3,152.50	3,152.50			
10/15/26	10/15/26	FORDO 2023-C A3 DTD 11/21/2023 5.530% 09/15/2028	344940AD3		0.00	464.11	464.11			
10/15/26	10/15/26	TAOT 2026-C A3 DTD 07/21/2026 4.510% 03/17/2031	89231DAD7		0.00	5,712.67	5,712.67			
10/15/26	10/15/26	KCOT 2026-1A A2 DTD 02/25/2026 3.840% 01/16/2029	50118HAB2		0.00	2,608.00	2,608.00			
10/15/26	10/15/26	KCOT 2025-2A A2 DTD 06/25/2025 4.480% 04/17/2028	50117LAB4		0.00	663.53	663.53			
10/15/26	10/15/26	AMXCA 2025-2 A DTD 05/13/2025 4.280% 04/15/2030	02582JKP4		0.00	3,727.17	3,727.17			
10/15/26	10/15/26	HAROT 2025-4 A3 DTD 11/12/2025 3.980% 06/17/2030	43814XAD5		0.00	5,041.33	5,041.33			

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Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/15/26	10/15/26	BACCT 2026-A1 A DTD 05/14/2026 4.220% 04/15/2031	05522RDL9		0.00	6,330.00	6,330.00			
10/15/26	10/15/26	ELI LILLY & CO (CALLABLE) DTD 08/20/2025 4.000% 10/15/2028	532457DB1		0.00	10,000.00	10,000.00			
10/15/26	10/15/26	ALLYA 2024-1 A3 DTD 03/13/2024 5.080% 12/15/2028	02008FAC8		0.00	514.01	514.01			
10/15/26	10/15/26	COMET 2025-A1 A DTD 09/16/2025 3.820% 09/15/2030	14041NGF2		0.00	3,835.92	3,835.92			
10/15/26	10/15/26	KCOT 2025-1A A2 DTD 02/19/2025 4.610% 12/15/2027	50117FAB7		0.00	790.90	790.90			
10/15/26	10/15/26	US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLQ2		0.00	92,515.63	92,515.63			
10/15/26	10/15/26	BACCT 2024-A1 A DTD 06/13/2024 4.930% 05/15/2029	05522RDJ4		0.00	4,231.58	4,231.58			
10/15/26	10/15/26	TAOT 2026-B A3 DTD 04/21/2026 4.130% 12/16/2030	89240QAD7		0.00	4,439.75	4,439.75			
10/15/26	10/15/26	AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/17/2029	02582JKM1		0.00	6,137.00	6,137.00			
10/15/26	10/15/26	HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3		0.00	6,102.00	6,102.00			
10/15/26	10/15/26	CARMX 2026-2 A2A DTD 04/29/2026 4.110% 08/15/2029	142935AB1		0.00	2,911.25	2,911.25			
10/15/26	10/15/26	WOART 2025-C A2A DTD 08/13/2025 4.190% 10/16/2028	981936AB3		0.00	1,038.06	1,038.06			
10/15/26	10/15/26	HALST 2026-B A3 DTD 04/22/2026 4.210% 04/16/2029	448972AD1		0.00	4,104.75	4,104.75			
10/15/26	10/15/26	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2		0.00	392.65	392.65			
10/15/26	10/15/26	TAOT 2025-D A3 DTD 10/23/2025 3.840% 06/17/2030	89231GAD0		0.00	4,704.00	4,704.00			
10/15/26	10/15/26	AMXCA 2025-4 A DTD 07/22/2025 4.300% 07/15/2030	02582JKV1		0.00	2,938.33	2,938.33			
10/15/26	10/15/26	HALST 2026-A A3 DTD 01/21/2026 3.970% 12/15/2028	448970AD5		0.00	2,696.29	2,696.29			

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Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/15/26	10/15/26	BAAT 2026-1A A3 DTD 04/24/2026 4.180% 10/15/2030	05620EAD0		0.00	3,291.75	3,291.75			
10/15/26	10/15/26	HALST 2026-C A3 DTD 07/29/2026 4.680% 07/16/2029	44935LAD3		0.00	6,259.50	6,259.50			
10/15/26	10/15/26	COPAR 2026-1 A3 DTD 09/17/2026 4.770% 07/15/2031	14042UAD6		0.00	4,785.90	4,785.90			
10/15/26	10/15/26	US TREASURY N/B DTD 04/15/2025 3.750% 04/15/2028	91282CMW8		0.00	46,875.00	46,875.00			
10/15/26	10/15/26	WOART 2026-A A2A DTD 02/18/2026 3.710% 04/16/2029	98190AAB7		0.00	2,692.52	2,692.52			
10/15/26	10/15/26	USAOT 2025-A A3 DTD 10/09/2025 3.950% 12/17/2029	90327HAC3		0.00	1,497.71	1,497.71			
10/15/26	10/15/26	WOART 2026-C A2A DTD 08/26/2026 4.270% 11/15/2029	98165LAB4		0.00	5,746.71	5,746.71			
10/16/26	10/16/26	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7		0.00	159.08	159.08			
10/16/26	10/16/26	GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2		0.00	620.97	620.97			
10/16/26	10/16/26	GMCAR 2025-4 A2A DTD 11/05/2025 3.880% 12/18/2028	36273EAB9		0.00	4,947.46	4,947.46			
10/16/26	10/16/26	GMCAR 2026-1 A2A DTD 01/14/2026 3.770% 03/16/2029	362970AB1		0.00	1,731.96	1,731.96			
10/17/26	10/17/26	COOPERAT RABOBANK UA/NY DTD 10/17/2025 3.957% 10/17/2028	21688ABP6		0.00	24,434.48	24,434.48			
10/18/26	10/18/26	HAROT 2026-3 A3 DTD 08/12/2026 4.520% 02/18/2031	43815XAD4		0.00	6,704.67	6,704.67			
10/18/26	10/18/26	MORGAN STANLEY (CALLABLE) DTD 10/22/2025 4.133% 10/18/2029	61748UAK8		0.00	19,838.40	19,838.40			
10/20/26	10/20/26	VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6		0.00	5,675.08	5,675.08			
10/20/26	10/20/26	PILOT 2025-1A A3 DTD 05/21/2025 4.610% 10/20/2028	73329KAD8		0.00	1,383.00	1,383.00			
10/20/26	10/20/26	VALET 2025-2 A3 DTD 11/25/2025 3.920% 03/20/2030	92869QAD1		0.00	4,050.67	4,050.67			

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For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/20/26	10/20/26	VALET 2025-1 A2A DTD 03/25/2025 4.510% 01/20/2028	92868MAB5		0.00	468.48	468.48			
10/20/26	10/20/26	TMUST 2025-2A A DTD 08/06/2025 4.340% 04/22/2030	87268MAA3		0.00	1,862.58	1,862.58			
10/20/26	10/20/26	PILOT 2026-1A A3 DTD 06/12/2026 4.410% 08/20/2029	73328FAD0		0.00	2,976.75	2,976.75			
10/20/26	10/20/26	BAAT 2025-1A A3 DTD 05/12/2025 4.350% 11/20/2029	05594BAD8		0.00	924.49	924.49			
10/20/26	10/20/26	GOLDMAN SACHS GROUP INC (CALLABLE) DTD 04/20/2026 4.594% 04/20/2030	38141GE83		0.00	20,213.60	20,213.60			
10/20/26	10/20/26	TMUST 2026-1A A DTD 03/20/2026 4.250% 10/21/2030	87269AAA8		0.00	5,383.33	5,383.33			
10/20/26	10/20/26	VZMT 2026-1 A1A DTD 03/13/2026 3.940% 02/20/2031	92348KFC2		0.00	9,094.83	9,094.83			
10/20/26	10/20/26	TLOT 2026-A A3 DTD 02/17/2026 3.820% 02/20/2029	89240MAD6		0.00	5,745.92	5,745.92			
10/20/26	10/20/26	VZMT 2025-9 A1A DTD 11/25/2025 3.960% 10/21/2030	92348KEV1		0.00	4,686.00	4,686.00			
10/20/26	10/20/26	TLOT 2026-B A2A DTD 09/22/2026 4.780% 03/20/2029	89240YAB4		0.00	6,952.24	6,952.24			
10/21/26	10/21/26	HAROT 2026-1 A3 DTD 02/18/2026 3.780% 09/23/2030	43815CAD0		0.00	2,866.50	2,866.50			
10/21/26	10/21/26	GOLDMAN SACHS GROUP INC (CALLABLE) DTD 10/21/2025 4.153% 10/21/2029	38141GD27		0.00	36,338.75	36,338.75			
10/21/26	10/21/26	HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5		0.00	270.74	270.74			
10/21/26	10/21/26	HAROT 2025-3 A2A DTD 08/12/2025 4.190% 03/21/2028	43813QAB5		0.00	2,450.66	2,450.66			
10/21/26	10/21/26	CITIGROUP INC (CALLABLE) DTD 10/21/2016 3.200% 10/21/2026	172967KY6		0.00	12,000.00	12,000.00			
10/21/26	10/21/26	BANK OF AMERICA CORP (CALLABLE) DTD 10/21/2016 3.248% 10/21/2027	06051GGA1		0.00	28,420.00	28,420.00			

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Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/22/26	10/22/26	JPMORGAN CHASE & CO (CALLABLE) DTD 10/23/2023 6.070% 10/22/2027	46647PDW3		0.00	9,105.00	9,105.00			
10/22/26	10/22/26	PFAST 2025-1A A2A DTD 10/24/2025 3.910% 03/22/2029	732911AB8		0.00	1,783.32	1,783.32			
10/22/26	10/22/26	STATE STREET CORP (CALLABLE) DTD 10/22/2024 4.330% 10/22/2027	857477CP6		0.00	16,237.50	16,237.50			
10/22/26	10/22/26	DEFT 2026-1A A2 DTD 04/22/2026 4.240% 07/24/2028	246921AC4		0.00	2,473.33	2,473.33			
10/23/26	10/23/26	TRUIST BANK (CALLABLE) DTD 10/23/2025 4.136% 10/23/2029	89788JAH2		0.00	32,157.40	32,157.40			
10/23/26	10/23/26	BANK OF AMERICA CORP (CALLABLE) DTD 04/23/2026 4.477% 04/23/2030	06051GMY2		0.00	13,319.08	13,319.08			
10/23/26	10/23/26	WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8		0.00	17,022.25	17,022.25			
10/23/26	10/23/26	JPMORGAN CHASE & CO (CALLABLE) DTD 04/23/2026 4.408% 04/23/2030	46647PFL5		0.00	21,378.80	21,378.80			
10/25/26	10/25/26	BMWOT 2026-A A3 DTD 08/19/2026 4.590% 04/25/2031	05595NAD1		0.00	5,068.13	5,068.13			
10/25/26	10/25/26	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7		0.00	1,461.87	1,461.87			
10/25/26	10/25/26	BMWLT 2025-1 A3 DTD 06/10/2025 4.430% 06/26/2028	096912AD2		0.00	1,827.38	1,827.38			
10/25/26	10/25/26	CHAOT 2025-1A A3 DTD 07/30/2025 4.290% 06/25/2030	16145NAC5		0.00	2,717.00	2,717.00			
10/25/26	10/25/26	CHAOT 2025-2A A2 DTD 10/29/2025 3.910% 12/26/2028	16144MAC8		0.00	3,348.25	3,348.25			
10/25/26	10/25/26	CHAOT 2026-1A A2 DTD 05/27/2026 4.250% 07/25/2029	16145GAB2		0.00	2,780.21	2,780.21			
10/27/26	10/27/26	GOLDMAN SACHS BANK USA DTD 10/28/2025 3.840% 10/27/2026	40054PJQ9		0.00	155,306.67	155,306.67			
10/31/26	10/31/26	US TREASURY N/B DTD 10/31/2025 3.500% 10/31/2027	91282CPE5		0.00	78,750.00	78,750.00			

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Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/31/26	10/31/26	US TREASURY N/B DTD 04/30/2026 3.750% 04/30/2028	91282CQL8		0.00	42,187.50	42,187.50			
Transaction Type Sub-Total					**0.00**	**1,300,822.01**	**1,300,822.01**			
MATURITY										
10/21/26	10/21/26	CITIGROUP INC (CALLABLE) DTD 10/21/2016 3.200% 10/21/2026	172967KY6	750,000.00	750,000.00	0.00	750,000.00	19,785.00	0.00	
10/27/26	10/27/26	GOLDMAN SACHS BANK USA DTD 10/28/2025 3.840% 10/27/2026	40054PJQ9	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.00	
Transaction Type Sub-Total				**4,750,000.00**	**4,750,000.00**	**0.00**	**4,750,000.00**	**19,785.00**	**0.00**	
PAYDOWNS										
10/01/26	10/25/26	FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	1,676.88	1,676.88	0.00	1,676.88	37.86	13.17	
10/01/26	10/25/26	FHMS K074 A2 DTD 03/01/2018 3.600% 01/01/2028	3137F4D41	1,952.14	1,952.14	0.00	1,952.14	41.86	19.85	
10/01/26	10/25/26	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	1,372.80	1,372.80	0.00	1,372.80	66.39	21.37	
10/01/26	10/25/26	FHMS K076 A2 DTD 05/01/2018 3.900% 04/01/2028	3137FEZU7	1,808.57	1,808.57	0.00	1,808.57	19.92	10.35	
10/01/26	10/25/26	FHMS K737 A2 DTD 01/01/2020 2.525% 10/01/2026	3137FQXJ7	207,903.65	207,903.64	0.00	207,903.64	13,741.13	315.58	
10/01/26	10/25/26	FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3	10,410.98	10,410.98	0.00	10,410.98	220.42	88.03	
10/01/26	10/25/26	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	10,068.34	10,068.34	0.00	10,068.34	463.30	140.27	
10/01/26	10/25/26	FNA 2024-M6 A2 DTD 11/01/2024 2.952% 07/01/2027	3136BTGM9	2,296.44	2,296.44	0.00	2,296.44	80.38	26.53	
10/01/26	10/25/26	FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72	1,981.79	1,981.79	0.00	1,981.79	34.61	17.03	
10/01/26	10/25/26	FHMS K075 A2 DTD 04/01/2018 3.650% 02/01/2028	3137F4X72	356.72	356.72	0.00	356.72	6.23	3.06	

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Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
10/01/26	10/25/26	FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9	2,596.46	2,596.46	0.00	2,596.46	199.30	71.25	
10/01/26	10/25/26	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7	339,133.74	339,133.74	0.00	339,133.74	12,492.20	5,093.53	
10/01/26	10/25/26	FNA 2018-M2 A2 DTD 02/01/2018 2.928% 01/01/2028	3136B0YM2	4,697.46	4,697.46	0.00	4,697.46	133.22	65.02	
10/15/26	10/15/26	HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9	35,157.94	35,157.94	0.00	35,157.94	7.95	30.46	
10/15/26	10/15/26	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	9,416.00	9,416.00	0.00	9,416.00	1.01	0.41	
10/15/26	10/15/26	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	17,039.34	17,039.34	0.00	17,039.34	122.47	42.59	
10/15/26	10/15/26	TAOT 2024-A A3 DTD 01/30/2024 4.830% 10/16/2028	89238DAD0	13,255.71	13,255.71	0.00	13,255.71	2.65	1.19	
10/15/26	10/15/26	KCOT 2025-2A A2 DTD 06/25/2025 4.480% 04/17/2028	50117LAB4	21,036.76	21,036.76	0.00	21,036.76	2.54	1.38	
10/15/26	10/15/26	FORDO 2023-C A3 DTD 11/21/2023 5.530% 09/15/2028	344940AD3	11,932.44	11,932.44	0.00	11,932.44	2.56	1.08	
10/15/26	10/15/26	TAOT 2026-A A2A DTD 01/21/2026 3.800% 12/15/2028	89240KAB4	126,379.41	126,379.41	0.00	126,379.41	2.10	1.58	
10/15/26	10/15/26	KCOT 2025-1A A2 DTD 02/19/2025 4.610% 12/15/2027	50117FAB7	39,672.43	39,672.43	0.00	39,672.43	4.96	2.11	
10/15/26	10/15/26	ALLYA 2024-1 A3 DTD 03/13/2024 5.080% 12/15/2028	02008FAC8	14,675.35	14,675.35	0.00	14,675.35	2.13	1.02	
10/15/26	10/15/26	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	29,164.69	29,164.69	0.00	29,164.69	3.02	1.74	
10/15/26	10/15/26	WOART 2025-D A2A DTD 10/15/2025 3.910% 02/15/2029	98165HAB3	158,079.22	158,079.22	0.00	158,079.22	10.12	7.04	
10/15/26	10/15/26	HART 2025-C A2A DTD 09/17/2025 3.970% 07/17/2028	44935JAB2	187,576.03	187,576.03	0.00	187,576.03	16.75	10.48	
10/15/26	10/15/26	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6	5,393.88	5,393.88	0.00	5,393.88	0.88	0.42	
10/15/26	10/15/26	FORDO 2025-A A2A DTD 03/25/2025 4.470% 12/15/2027	34535KAB4	127,980.86	127,980.86	0.00	127,980.86	7.58	3.34	

*October transactions are not included in September Financial Reports but will be included in the next month's report.

Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type / Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
10/15/26	10/15/26	WOART 2026-A A2A DTD 02/18/2026 3.710% 04/16/2029	98190AAB7	83,485.60	83,485.60	0.00	83,485.60	8.06	6.38	
10/15/26	10/15/26	WOART 2025-C A2A DTD 08/13/2025 4.190% 10/16/2028	981936AB3	58,229.12	58,229.12	0.00	58,229.12	5.11	3.24	
10/15/26	10/15/26	HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	13,691.82	13,691.82	0.00	13,691.82	2.02	1.35	
10/15/26	10/15/26	BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1	30,217.20	30,217.20	0.00	30,217.20	0.55	0.19	
10/16/26	10/16/26	GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2	17,786.47	17,786.47	0.00	17,786.47	3.65	1.48	
10/16/26	10/16/26	GMCAR 2026-1 A2A DTD 01/14/2026 3.770% 03/16/2029	362970AB1	54,924.85	54,924.85	0.00	54,924.85	0.18	0.13	
10/16/26	10/16/26	GMCAR 2025-4 A2A DTD 11/05/2025 3.880% 12/18/2028	36273EAB9	199,462.66	199,462.66	0.00	199,462.66	6.76	4.56	
10/16/26	10/16/26	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	4,466.07	4,466.07	0.00	4,466.07	0.90	0.42	
10/20/26	10/20/26	VALET 2025-1 A2A DTD 03/25/2025 4.510% 01/20/2028	92868MAB5	114,631.36	114,631.36	0.00	114,631.36	3.62	1.53	
10/20/26	10/20/26	BAAT 2025-1A A3 DTD 05/12/2025 4.350% 11/20/2029	05594BAD8	18,612.63	18,612.63	0.00	18,612.63	1.28	0.86	
10/21/26	10/21/26	HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	6,930.05	6,930.05	0.00	6,930.05	1.22	0.47	
10/21/26	10/21/26	HAROT 2025-3 A2A DTD 08/12/2025 4.190% 03/21/2028	43813QAB5	123,082.19	123,082.19	0.00	123,082.19	9.55	5.24	
10/22/26	10/22/26	PFAST 2025-1A A2A DTD 10/24/2025 3.910% 03/22/2029	732911AB8	164,233.57	164,233.57	0.00	164,233.57	8.16	5.67	
10/25/26	10/25/26	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7	32,164.77	32,164.77	0.00	32,164.77	4.89	2.54	
10/25/26	10/25/26	CHAOT 2025-2A A2 DTD 10/29/2025 3.910% 12/26/2028	16144MAC8	144,164.71	144,164.71	0.00	144,164.71	9.70	6.59	
Transaction Type Sub-Total				**2,449,099.10**	**2,449,099.09**	**0.00**	**2,449,099.09**	**27,789.19**	**6,030.53**	
SELL										

*October transactions are not included in September Financial Reports but will be included in the next month's report.

Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2026**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL										
10/05/26	10/06/26	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	700,000.00	692,617.19	1,370.51	693,987.70	(4,539.06)	(6,442.51)	FIFO
10/07/26	10/08/26	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	450,000.00	445,464.84	964.95	446,429.79	(2,707.03)	(3,934.19)	FIFO
10/07/26	10/08/26	US TREASURY N/B DTD 09/30/2025 3.500% 09/30/2027	91282CPB1	600,000.00	594,257.81	461.54	594,719.35	(6,140.63)	(5,946.40)	FIFO
10/08/26	10/09/26	US TREASURY N/B DTD 09/30/2025 3.500% 09/30/2027	91282CPB1	1,950,000.00	1,931,566.41	1,687.50	1,933,253.91	(19,728.51)	(19,095.43)	FIFO
10/16/26	10/20/26	US TREASURY N/B DTD 09/30/2025 3.500% 09/30/2027	91282CPB1	375,000.00	371,572.27	721.15	372,293.42	(3,676.75)	(3,551.10)	FIFO
10/20/26	10/20/26	US TREASURY N/B DTD 09/30/2025 3.500% 09/30/2027	91282CPB1	125,000.00	123,818.36	240.38	124,058.74	(1,264.65)	(1,222.76)	FIFO
Transaction Type Sub-Total				**4,200,000.00**	**4,159,296.88**	**5,446.03**	**4,164,742.91**	**(38,056.63)**	**(40,192.39)**	
Managed Account Sub-Total					**(1,335,658.17)**	**1,296,329.08**	**(39,329.09)**	**9,624.31**	**(34,161.86)**	
Total Security Transactions					**($1,335,658.17)**	**$1,296,329.08**	**($39,329.09)**	**$9,624.31**	**($34,161.86)**	

Bolded items are forward settling trades.

*October transactions are not included in September Financial Reports but will be included in the next month's report.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1c

Item 1c:	**Receive Just Cause and Multijurisdictional Bodies Remote Participation Report**
From:	Monica Padilla, CEO
Prepared by:	Michael Callahan, General Counsel Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	11/13/2026

The Silicon Valley Clean Energy (SVCE) Board of Directors (Board) received a presentation at the February 11, 2026 Board meeting with a request to adopt Resolution 2026-04 approving changes to SVCE's Hybrid Meetings Policy. These amendments, which included additional remote participation options, were approved by the Board.

Following is a remote participation report which identifies the Board and Committee members who have used Just Cause (for emergency, caregiving, non-ADA, or official service) or Multijurisdictional Bodies (personal travel over 20 miles from all publicly noticed meeting locations), participation for 2026:

Date	Name	Provision Use	Meeting	Use #
3/11/26	Zach Hilton	Just Cause	Board of Directors	1 of 2
10/23/26	Bryan Mekechuk	Multijurisdictional Bodies	Executive Committee	1 of 2
11/13/26	Sally Meadows	Multijurisdictional Bodies	Board of Directors	1 of 2

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1d

Item 1d:	**Authorize the Chief Executive Officer to Amend the Not-to-Exceed (NTE) Authorized Amount Under Two Agreements with Tenaska Power Services (TPS) for Scheduling Coordination and Related Services for a Combined NTE of $6,969,445**
From:	Monica Padilla, CEO
Prepared by:	Simon Steiner, Wholesale Energy Market Planner
Date:	11/13/2026

RECOMMENDATION

Staff recommends the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to amend the not-to-exceed (NTE) authorized amount under two agreements with Tenaska Power Services (TPS) for scheduling coordination (SC) and related services, as follows:

a) Generation SC Agreement: Increase the annual NTE from $566,667 to $1,366,667 and the total NTE through May 31st, 2029, to $5,230,556; and
b) Load SC Agreement: Increase the annual NTE from $800,000 to $1,366,667 and the total NTE through December 31st, 2029, to $5,600,001.

Both agreements enable SVCE to meet its load and generation SC obligations as required to participate in the California Independent System Operator (CAISO) Market; however, staff is able to utilize one or both contracts as needed and therefore the combined annual NTE will not exceed $1,366,667, and the combined total NTE for both contracts will not exceed $6,969,445 for the remaining term of the agreements.

The Generation SC Agreement and the Load SC Agreement have initial terms of two years and seven months, and two years respectively, with the ability to renew annually, unless terminated. Staff intend to continue to receive services under both agreements thus exercising the annual renewal option.

BACKGROUND

Silicon Valley Clean Energy (SVCE) is a load serving entity (LSE) and a market participant in the California Independent System Operator (CAISO) balancing authority. As a participating LSE, SVCE must schedule all its electric load, in hourly increments, and power supply resources into the CAISO. SVCE's load and resources must be represented by scheduling coordinator in the CAISO. Since its launch, SVCE has outsourced the SC function to a third-party vendor equipped with the software and systems necessary to meet the CAISO's SC requirements, including staffing available on a 24x7 basis.

SVCE's clean energy procurement strategy since its start has been to procure and integrate various technologies into CAISO markets to add value to SVCE's energy portfolio. To date, SVCE has signed over 26 power purchase agreements directly, in partnership with Central Coast Community Energy (CCCE) and/or with California Community Power (CCPower). These agreements support SVCE's clean energy goals, while also enhancing grid reliability and/or meeting procurement mandates.

The SC service allows for resources to be commercially viable in CAISOs balancing authority by scheduling those resources into the Day-ahead and Real-time markets and receiving revenue for the attributes that are sold to those markets. Currently SVCE has 6 resources that are contractually required to be managed by an

SC of SVCE's choosing.

In addition to resource scheduling, the SC service is necessary to schedule all electric load demand and other supply resource types like Inter-SC Trades (ISTs), Imports and Exports in/out of the CAISO balancing authority and manage SVCE's portfolio of Congestion Revenue Rights (CRRs).

Through a request for proposals (RFP) issued in June 2023, staff selected TPS to provide SC related services for both load and its generation resources. Subsequently, the Board authorized execution of two agreements with TPS.

The first TPS agreement, approved by the Board in March 2024, provides SC services for management and monitoring of generation resources (in the following referred to as "Gen SC-Agreement"). SVCE currently has two generation resources under this agreement that require SC services for scheduling and management, and four resources that require monitoring services.[1] The initial term is set to expire on December 31st, 2026, and unless terminated will auto renew. The Board authorized annual NTE for this agreement is $566,667.

The second TPS agreement, approved by the Board in November 2024, provides SC services for management and monitoring of generation resources, as well as for management and monitoring of SVCE's load and CRR portfolio management (in the followed referred to as "Load SC-Agreement"). SVCE currently has four generation resources under this agreement that require SC services for scheduling and management, and one resource that require monitoring services.[2] This agreement is set to expire on December 31st, 2026, and unless terminated will automatically renew. The Board authorized annual NTE for this agreement is $800,000.

The agreements were designed interchangeably with respect to services for generation resources, so that SVCE retains the optionality to add or remove resources from their respective agreements. The Gen SC Agreement cannot be used to schedule load; however, the Load SC Agreement can be used to schedule load and generation resources.

ANALYSIS & DISCUSSION

Annual Renewal

The Board authorized the execution of the agreements along with the terms and conditions, which includes an automatic annual renewal provision. This is important as the SC function is critical and may not be disrupted. TPS has provided satisfactory SC related services under both agreements and therefore SVCE does not intend to terminate either agreement at this time. In accordance with SVCE's Finance Policy 6: Purchasing and Spending, staff intend to issue a new RFP for SC services prior to the five-year term.

Tracking of combined NTE limits

Between the time that SVCE entered into the agreements in 2024 to today, generation resources that initially were expected to be managed under the Gen SC-Agreement were transferred under the Load SC-Agreement, increasing actual costs of the Load SC-Agreement while reducing actual costs of the Gen SC-Agreement in the same amount.

To submit schedules, manage bids, and receive financial settlements for generation resources in CAISO, entities obtain scheduling coordinator identification (SCID). CAISO credit and collateral management is assessed at the SC level as well as aspects of CAISO settlements, instead of at the individual resource level. For portfolio optimization benefits, SVCE Staff decided to transfer some generation resources that were initially contracted under the Gen SC-Agreement to be transferred and contracted under the Load SC-

[1] SVCE BOD Meeting, 03/13/2024, Staff Report Item 1c, URL: https://www.svcleanenergy.org/wp-content/uploads/2024-0313-SVCE-March-BOD-Agenda-Packet-scrubbed.pdf
[2] SVCE BOD Meeting, 11/13/2024, Staff Report Item 1g, URL: https://www.svcleanenergy.org/wp-content/uploads/2024-1113-SVCE-November-BOD-Agenda-Packet-scrubbed.pdf

Agreement. By doing so, total costs for scheduling these resources were not affected, but actual costs of the Load SC-Agreement are increased while costs of the Gen SC-Agreement are decreased.
Receiving authority to track combined NTE limits of the agreements ($1,366,667) would provide SVCE Staff with continued flexibility in administrating these agreements. Table 1 summarizes the changes in NTE per agreement and the combined NTE staff is seeking authority for.

Table 1:

Board authorized NTEs in March and November 2024

	Initial Term ending	Initial NTE	Annual NTE	Max Term ending	Max Term NTE
Gen SC Agreement	12/31/2026	$1,700,000	$566,667	5/31/2029	$3,069,445
Load SC Agreement	12/31/2026	$1,500,000	$800,000	12/31/2029	$3,900,000
Combined			$1,366,667		$6,969,445

Requested authorization to amend NTEs in November 2026

	Initial Term ending	Initial NTE	Annual NTE	Max Term ending	Max Term NTE
Gen SC Agreement	12/31/2026	$1,700,000	$1,366,667	5/31/2029	$5,002,779
Load SC Agreement	12/31/2026	$1,500,000	$1,366,667	12/31/2029	$5,600,001

STRATEGIC PLAN

Renewal and providing for flexibility between the two TPS-SVCE SC agreements support SVCE's Strategic Plan as follows: Goal 5: Manage and optimize load and power resources to meet affordability, GHG reduction and reliability objectives.

ALTERNATIVE

The Board may decide to not increase the NTE for each agreement and instead maintain the current NTE which will limit staff's ability to optimize the services under both agreements and therefore increase overall scheduling costs. Additionally, staff does not recommend this alternative, as it will mean that the Load-SC Agreement budget will likely be exceeded in 2027 and beyond while the Gen-SC Agreement budget would remain under-utilized. To mitigate, staff could transfer some generation resources back to the Gen-SC Agreement with described adverse effects on CAISO credit and collateral, and settlements.

FISCAL IMPACT

The expected spend under each agreement does not increase the SC related services which have been included in the current Board-approved 2026 Stub Year budget. Staff will seek budget spend authority for future years as part of the annual fiscal year budget process.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1e

Item 1e:	**Receive September 2026 Decarbonization Strategy and Programs Quarterly Report**
From:	Monica Padilla, CEO
Prepared by:	Justin Zagunis, Director of Customer Success Douglas Bernard, Decarbonization Management Analyst
Date:	11/13/2026

RECOMMENDATION

Staff recommends the Board accept the current update of the Decarbonization Strategy and Programs quarterly report, reflecting project statuses as of the end of September 2026.

BACKGROUND

To achieve its mission to reduce dependence on fossil fuels by providing carbon-free, affordable and reliable electricity and innovative programs for the community, SVCE established a decarbonization strategy and programs roadmap ("Roadmap"), which can be found on SVCE's website: SVCE Decarbonization Strategy and Programs Roadmap. In December 2018, the Board approved the Roadmap, and since that time, staff have been working on implementation of this Roadmap - as well as subsequent joint action plans and other additions to the programs portfolio as approved by the Board. The quarterly report included here presents a summary of all approved program activity to date.

ANALYSIS & DISCUSSION

Attachment 1 is an update of the Decarbonization Strategy and Programs quarterly report. The quarterly update includes a table with a summary of updates from last quarter and the target for next quarter.

STRATEGIC PLAN

This item supports SVCE's 2025-2026 Strategic Plan Goals 7 and 8, to support "SVCE communities to decarbonize through local investments that reduce barriers and demonstrate sensible, scalable, and equitable solutions" and to "engage customers and community stakeholders to build trust of SVCE and advance decarbonization."

FISCAL IMPACT

Accepting the September 2026 Update of the Decarbonization Strategy and Programs quarterly report has no fiscal impact.

ATTACHMENT

1. Decarbonization Strategy & Programs Quarterly Report – September 2026 Update

DECARBONIZATION PROGRAMS & MARKETING HIGHLIGHTS

SILICON VALLEY CLEAN ENERGY

Quarterly Report

September 2026 Milestones



$205 million

in lifetime bill savings



$138 million

in lifetime program funding allocation

DECARBONIZATION PROGRAMS & MARKETING HIGHLIGHTS

SILICON VALLEY CLEAN ENERGY

Quarterly Report

September 2026 Milestones



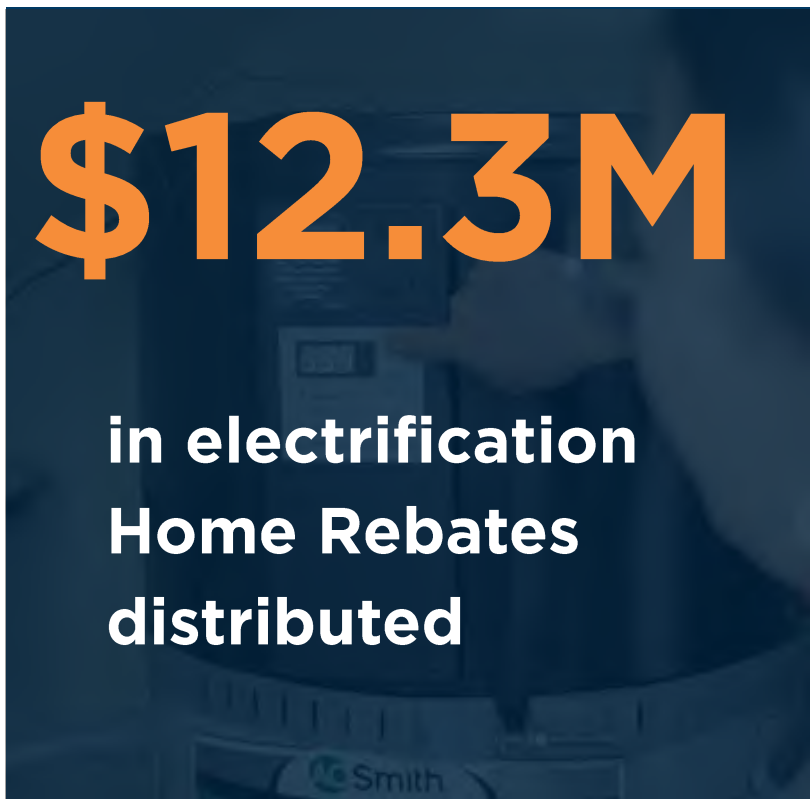
44,000

unique visits to eHub



4,652

customers engage with Go Electric Advisor service



$12.3M

in electrification Home Rebates distributed

PROGRAMS PORTFOLIO

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Quarterly Report

Active Programs

See Glossary for program descriptions. Title links to program homepage (if available).

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Home Rebates	$20M	4,200 homes fully/partially electrified	4,100 homes fully/partially electrified	Piloted Rock Rabbit interface to assess customer experience applying for rebates. Started Fall HPWH Bonus season and marketing campaign.	Close out the year with a strong performance for HPWH and HVAC systems. Look ahead to 2027 for programmatic changes.
Full-Service Home Upgrades	$13.5M	700 single-family homes electrified	Completed installations in 105 homes	Completed 28 installations	Complete installations for 50 homes.
Multifamily Retrofits (TE and BE)	$12.5M	300 to 1,000 MF AH units electrified	• 2 sites completed (197 units) • 3 sites in construction (193 units)	• Completed construction at 1 site (75 units) • Completed enrollment of all new sites. Project pipeline is full.	• Start construction at 1 site (55 units)
EV Charging Incentives	$8.9M	• 2,500 EVSE ports installed	• 40 sites completed (365 L1/L2 ports) • 38 active reservations (539 L1/L2 ports)	Paid 4 claims for 41 L2s ($225.5k claimed). Completed Mountain View Adder, fully subscribed in 2.5 months. Approved 12 MUD reservations for $833k.	Continue to grow applications from new eligible property types.
Member Agency Grants	$6.5M	21 member agency projects focused on community engagement and decarb	Selected 8 projects for competitive grant and 13 projects for the noncompetitive grant	One project complete. Remaining projects underway.	Monitor projects.
Electrification Rate Discount	$5.8M	10,000 customers enrolled	Pilot rate launch delayed, pilot rate program is expected to open in 2027.	Program implementation in development.	Continue program implementation and prepare for launch in 2027.
Zero Interest Financing Pilot	$5.2M	200 customers finance electrification	19 loan agreements executed and installations complete.	All installations complete. Completed review of initial draft evaluation.	Complete final review if initial draft evaluation. Close-out project admin.
Community Energy Resilience	$5.15M	13 agencies complete projects, 13 total projects	12 completed agency projects	Remaining project presented learnings to member agency working group	Closeout remaining project
C&I Decarbonization Program	$5M	8,000 metric tons of CO2e removed through carbon saving measures	16 customers enrolled	Energy models completed to calculate savings for 5 customers	Develop agenda and curriculum for workshop #5

SILICON VALLEY CLEAN ENERGY

View our active rebates here.

PROGRAMS PORTFOLIO

SEP 26

Active Programs

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Decarbonization Demonstration Grants	$3.2M	5 local public facing electric projects	3 projects complete	Planning ribbon cuttings for remaining 2 projects	Monitor and reimburse remaining 2 projects as they move to completion
Permit Modernization	$3.2M	13 member agencies improve electrification permitting	Permitting agencies have action plans. All agencies have reduced barriers for heat pump water heaters and many offer expedited permitting.	All 13 agency plans in place. Work underway: expediting permitting, training staff, and educating customers on prewiring.	Deploy resources in all member agencies. Begin planning a contractor certification program.
CALeVIP 1.0	$2.5M	• 85 DCFC installed • 1,100 L2 installed	• 26 DCFC installed • 338 L2 installed	Final report received. Payments reconciled. Program closed.	Closed.
EV Rebates	$2.5M	975 EV purchase incentives for income qualified customers	570 rebates paid	119 new EV rebates approved. Co-marketed rebate with CA's MyFirstEV launch.	Continue to promote program to qualified customers. Goal to surpass 650 EVs by end of 2026.
Customer Resource Center (eHub)	$2.1M	• 250K Unique Visits • 50% Open Rate • Appliance Promotion has >100 Participants	• 95K Unique Visits and 19K Returning Visits • 52% Open Rate and 1% Click Rate	44K Unique Visits, 867K Unique Opens, eHub Marketing Campaign Cont., Launched Appliance Marketplace Promotion w/ 71 Participants	50K Unique Visits, 1.1M Unique Opens, 100 Participants for Appliance Marketplace Promotion
Programs Marketing Fund	$2M	9,000 new program participants	Marketing for 12 programs. 5,075 program participants added.	Customer.io improved, Paramount ads tested. Heat pump campaign and limited offer executed. Website refresh content map and page updates.	Website refresh done. Launch new email nurture campaign, update always-on ad campaigns for Rebates, FSHU, appliances, eHub
Existing Building Policy Experimentation	$1.9M	Spur action on building electrification and reduce building gas combustion	Existing building policies are now understood and momentum is building for implementing various activities to address them.	Agencies are submitting codes to the State and awaiting final approvals	Support agencies to educate customers about codes. Consider other ordinances, ex. building performance standards.
Contractor Training	$1.7M	• 300 contractors trained • 500 graduate incentives	• 426 contractors completed training • 955 approved collaboration bonuses	Completed 17 trainings and gave out 122 bonuses.	Finalize training module updates/refresh, hit a record number of 1,000 collaboration bonuses awarded.

View our active rebates here.

PROGRAMS PORTFOLIO

SEP 26

Active Programs

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Innovation Onramp (EV Charging Pilot)	$1M	Demonstrate innovative, scalable solutions to reduce EV charging cost for MF residents.	3 multifamily sites with charging installed.	3 vendors completed at least 1 EVSE install. Utility upgrades are complete. Virtual submetering in development.	Begin implementing virtual submetering.
Go Electric Advisor	$892K	3,600 customers use hotline, 1,200 use tech assistance, 350 use electrification plans	4,652 customers use service	617 new customer contacts, 161 non-program inquiries.	Add 600 new customer contacts incuding 125 non-program inquiries.
Business Rebates	$750K	20-30 SMBs electrified	16 SMBs fully/partially electrified	Awarded 3 new rebates, completed outreach campaign, completed program budget audit.	Electrify 2-3 businesses. Start Tiger Team for program next steps.
EM&V	$640K	Evaluate 80% of SVCE programs within 2 years of launch	11 reports completed	Completed draft billing analysis for phase 1 residential programs.	Prepare survey for phase 2 residential customers.
SV Building Electrification Stronger Together	$600K	Educate stakeholders about building electrification	55 stakeholders engaged to date	Hosted electrification contractor working group session on rebates.	Hosted contractor working group session on contractor training.
Emergency Water Heater Replacement	$518K	200 emergency water heaters upgraded	28 emergency water heater installations completed	12 emergency water heater installations completed.	Complete 10 installations.
Fleet Electrification	$300K	Complete fleet electrification and charger install planning for 15 fleets	15 fleets in the program.	13 agencies have completed the planning program. Remaining 2 agencies are actively proceeding.	Two more fleets complete process.
Assisted Home Upgrades (Rock Rabbit)	$190K	Pilot web app to help homeowners/contractors to apply for multiple incentives simultaneously	More than 600 Applications Created; 300 Claims Submitted through this platform	Successful pilot using Assisted Home Upgrades. 200 new applications a month, and increased usage of contractor directory. User feedback helped Rock Rabbit improve interface and finalize express claims.	Close out the tool in late October or early November for residents.

View our active rebates here.

PROGRAMS PORTFOLIO

Planning

Name	Budget	Potential Impact	Last Quarter (Update)	Next Quarter (Target)
Community Grants	$3.5M	Fund building/transportation electrification and energy resiliency, engagement, and projects for schools and community orgs	Closed grant solicitation. Received 15 applications	Select 4 grantees and excute grant agreements.
Neighborhood Electrification	$1.5M	Test model to electrify buildings within a community. Electrify 15 homes and set plans for 24 homes	Cohosted a home electrification event in Cupertino with 30 participants.	Host one workshop and support member agencies with SB 1221 process.
Workforce Development Partnerships	$1.3M	Increase capacity to coordinate and train skilled workforce for residential electrification jobs	Finalized design with CCA partners for a contractor incentive for new HPWH installers.	Launch regional contractor incentive program.
Demand Flexibility and Virtual Power Plant programs	$1M	Connectivity to flexible, customer-sided loads to enable bill savings, avoided generation and capacity costs, reliability and carbon benefits	Presented value analysis to Executive Committee, recommended to pause all program development	Publish and share analysis report with internal and external stakeholders
E-Bike Rebates	$500K	350-400 e-bikes	Began program design and material development.	Begin implementation for pre-launch. New goal to launch in Spring 2027.

View our active rebates here.

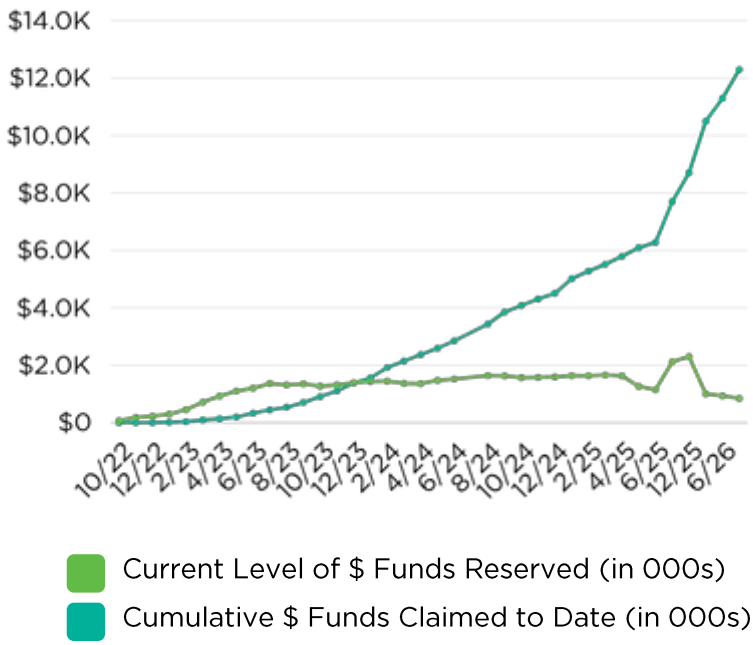
PROGRAMS HIGHLIGHTS

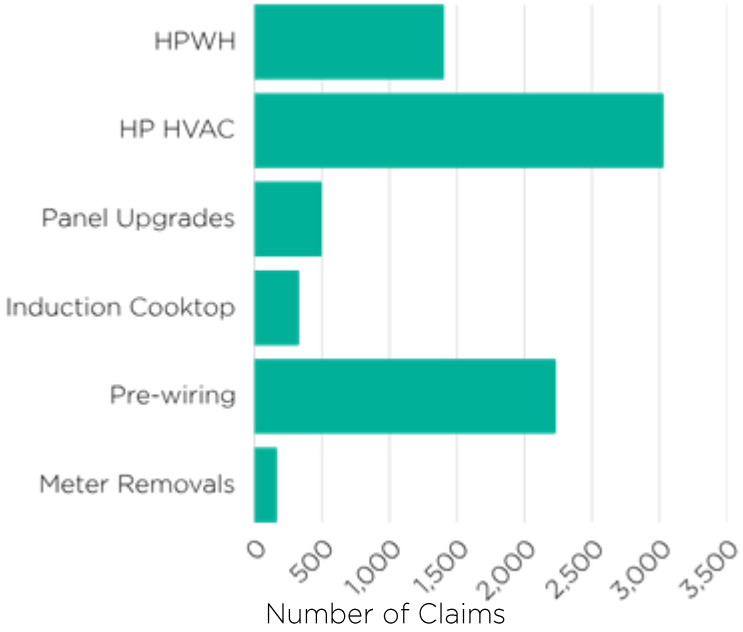
SEP 26

Home Rebates

Provide incentives to residents for heat pump water heaters (HPWH), heat pump HVAC systems, service panel upgrades, induction cooktops, and pre-wiring to replace gas appliances.

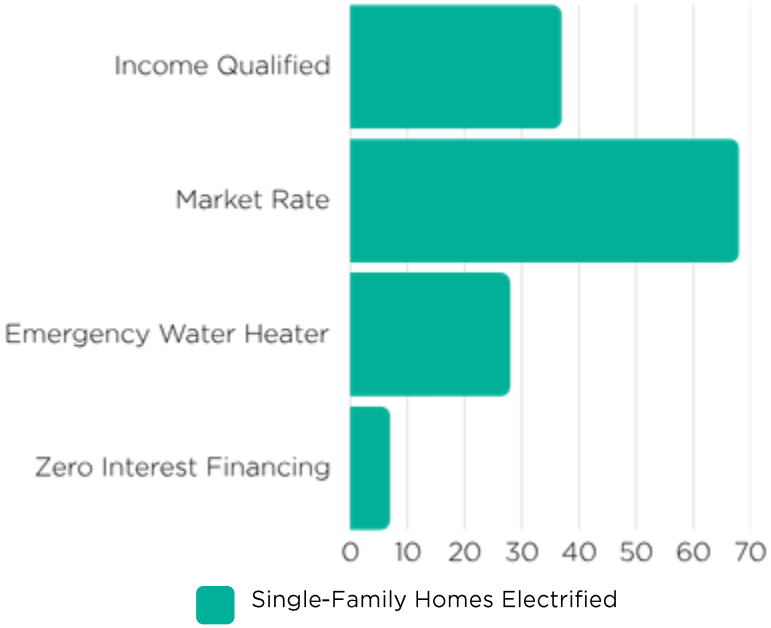
Rebates claimed: $12.3M
Rebates reserved: $846k





Direct Installations

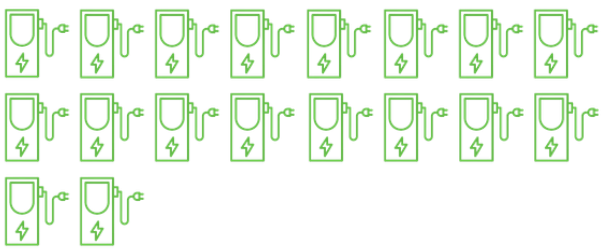
Assistance in site assessment, installation, and applying for rebates to electrify single-family homes.



EV Charging Rebates

Rebate program for L1 and L2 EV charging infrastructure at multifamily and business properties.

Funds Reserved: $2.8M
Funds Claimed: $1.7M
Ports Installed: 365 L1/L2



= 20 Installed EVSE Ports

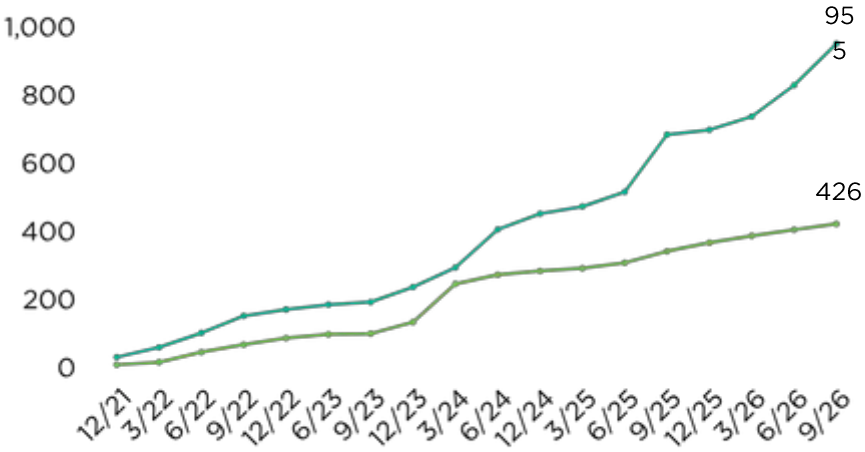
SILICON VALLEY CLEAN ENERGY

PROGRAMS HIGHLIGHTS

SEP 26

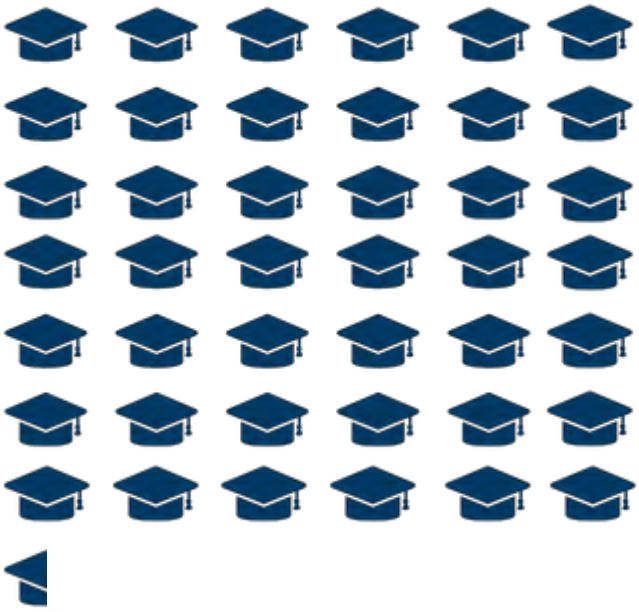
Contractor Training

Provide financial relief to contractors by expanding their knowledge of electrification technologies.



Funding: $1.5M

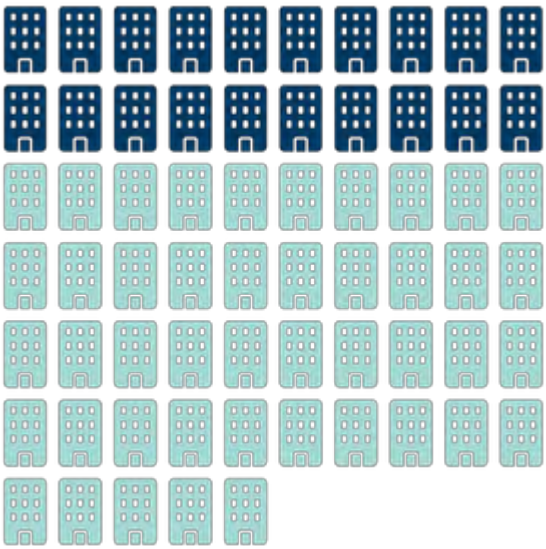
Goal: 300 Participants Complete the Course (Phase 2)



= 10 Participants Complete Course

Multifamily Retrofits

Goal: 650 units electrified

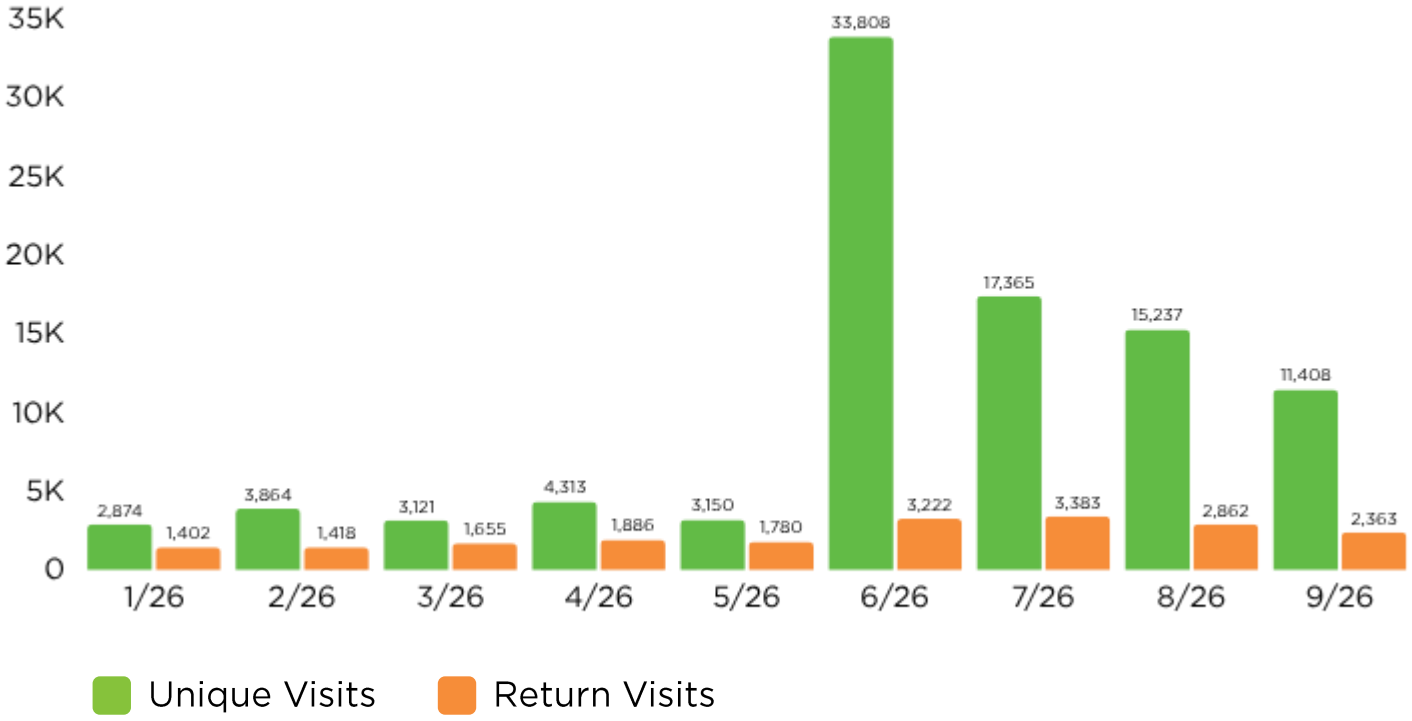


= 10 Multifamily Units Electrified

PROGRAMS HIGHLIGHTS

eHub 2.0 Report

Online customer resource center to enable engagement, education and action related to clean electricity, EVs and home electrification.

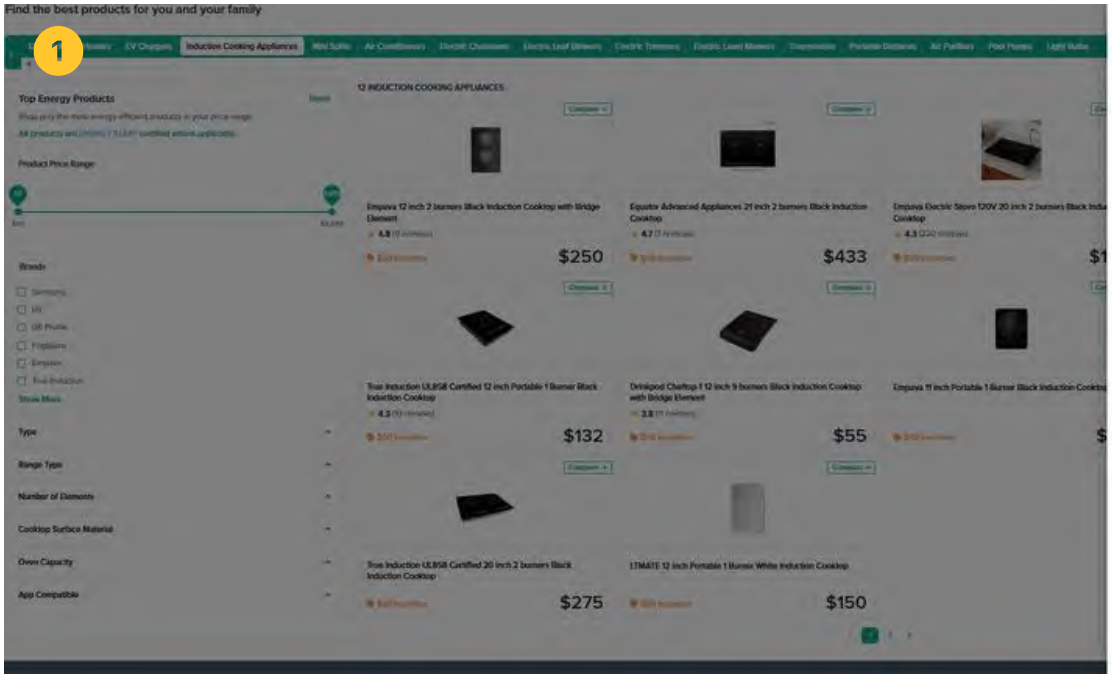


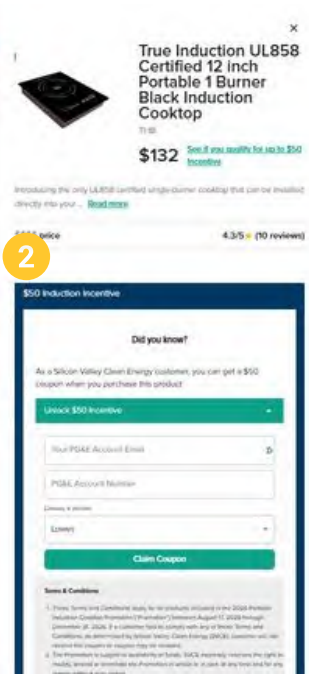
MARKETING HIGHLIGHTS

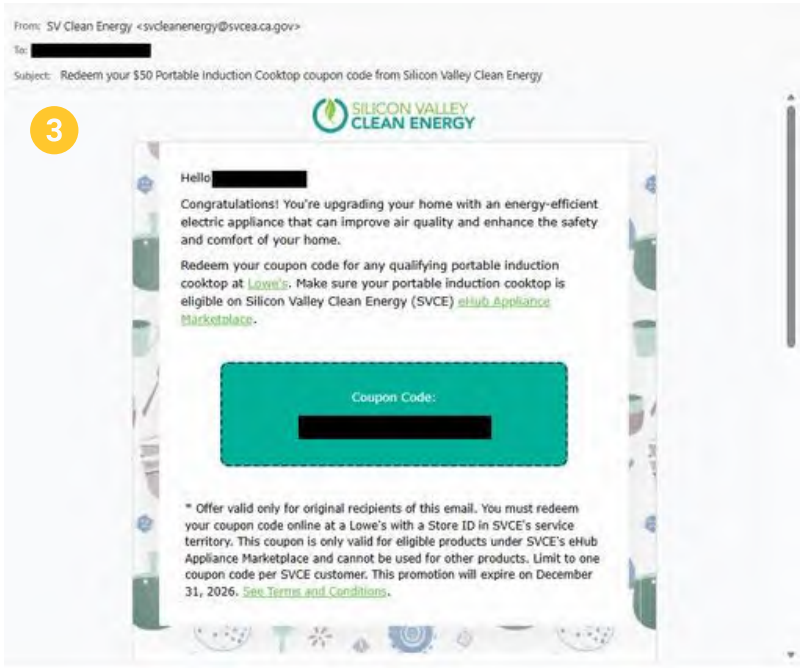
Appliance Marketplace Induction Cooktop Promotion

Goal: Highlight the Appliance Marketplace's $50 promotion on portable induction cooktops, with an outreach goal of 100 participants, and provide clear next steps toward rebates for customers who receive email coupon codes.

How it Works: (1) Browse and select an eligible induction cooktop in the Appliance Marketplace. (2) Verify SVCE customer eligibility. (3) Receive a unique coupon code via email. (4) Redeem the code at checkout to receive instant savings.







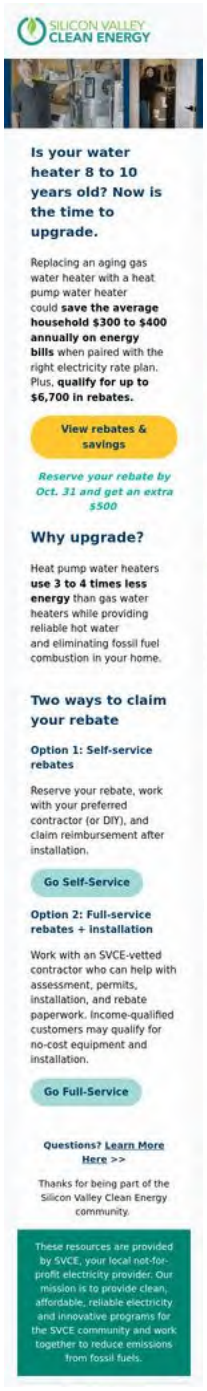
MARKETING HIGHLIGHTS

SEP 26

Heat Pump Marketing Campaign (Phase 3)

Goal: Drive participants in Home Rebates and Full-Service Home Upgrades, promote limited time $500 HPWH adder rebate

Strategy: Dedicated Heat Pump landing page, blog posts, ads on Google and Meta, email outreach





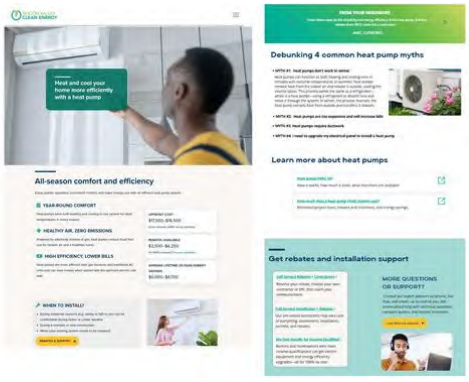






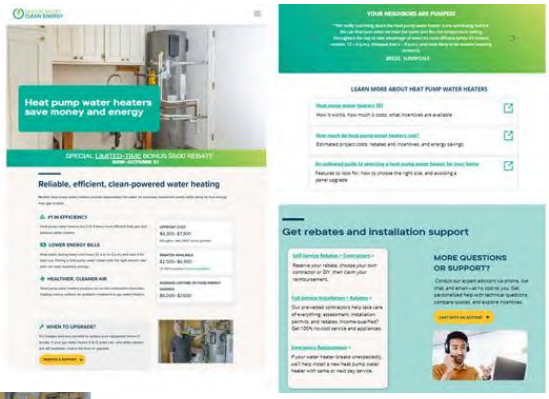
HVAC webpage

Launched 9/8



HPWH webpage

Launched 9/8



Blogs launched 9/8

- HPWH costs & Savings
- HPHVAC Costs & Savings
- HPWH selection guide







Built Environment

Community Energy Resilience: Resources (grants) and tools for member agencies to increase individual and collective capacity to adapt to future power outages.

Electric Showcase Awards 2.0: Award program to recognize residential, commercial, and non-profits who are early adopters of existing building electrification.

Decarbonization Demonstration Grants: Grants to encourage member agencies and other key groups an opportunity to electrify their facilities. Focus on projects with public visibility for education/awareness purposes.

Decarbonization Engagement Grants: Grants for member agencies and other key groups to work on smaller electrification engagement initiatives to engage their communities.

Electrification Rate Discount: Custom rate to promote building electrification.

Existing Building Policy Experimentation: Assess and support potential policy levers that member agencies can explore to mitigate emissions from existing buildings.

Natural Gas Phaseout Feasibility: Feasibility study to identify technical, legal, and economic barriers and opportunities for phasing out natural gas service by 2045 in SVCE's service territory.

Contractor Training: Training and financial incentive program for contractors to expand their knowledge and installation of electrification technologies.

Go Electric Advisor: Comprehensive one-on-one phone or web assistance to SVCE customers to assist them in applying for electrification incentives, technical assistance, or developing a whole-home electrification plan.

Home Rebates: Incentives for various building electrification technologies for single- and small multi-family residential customers. Includes major appliances as well as eventual gas meter removal.

Business Rebates: Incentives for projects at a handful of small and medium business properties.

Multifamily Retrofits (BE Direct Install): Comprehensive building electrification retrofits with a direct installer for multifamily affordable housing sites.

Permit Modernization: Benchmark and streamline member agency permitting and inspection processes to identify barriers and opportunities to electrification.

Reach Codes 2.0: Provide model building energy codes supportive of all-electric design and EV infrastructure to member agencies along with consultant support.

GLOSSARY

Built Environment

SVBEST: Regular regional stakeholder convenings to coordinate program alignment across building decarbonization workstreams.

Tariffed On Bill (TOB) Financing: Equitable financing pilot program for electrification for low-moderate income residents focusing cost recovery through on-bill charges that are lower than bill savings.

Mobility

CALeVIP: Incentives for L2 and DCFC publicly-accessible EV chargers funded by California Energy Commission and SVCE as part of a regional collaboration.

EV Charging Incentives: Incentive program for L1 and L2 EV charging at hard-to-reach multifamily properties.

Fleet Electrification Program: Competitive application for SVCE's fleet electrification planning support and funding for site upgrades targeting a broad set of fleet types.

Multifamily Retrofits (TE Direct Install): Comprehensive transportation electrification retrofits with a direct installer for multifamily affordable housing sites.

SVTEC: Regional stakeholder meetings focused on information sharing, solving critical issues, and attracting external funding to the SVCE community in support of EV infrastructure deployment.

Power Supply

Lights On Silicon Valley: Provide incentives for enrolling solar and battery systems in the SVCE grid services program.

Medical Battery Program: Pilot program to deploy ~50 portable batteries to qualified customers who rely on power for medical equipment.

Education & Outreach

Customer Resource Center (eHub): Online customer resource center and marketplace to enable engagement, education, and action related to clean electricity, EVs, and home electrification.

Grid Integration

GridShift EV Charging: Managed EV charging phone app that optimizes charging to reduce associated costs and emissions. Includes incentives for reducing grid peak demand.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1f

Item 1f:	**Receive Executive Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Sally Meadows, SVCE Vice Chair
Date:	11/13/2026

The Silicon Valley Clean Energy (SVCE) Executive Committee (Committee) met October 23, 2026, with four of five members present and heard the following: 1) a request for approval of staff's recommendations for the New Data Center Load Rate Principles and Policies, 2) staffing and operations update 3) community grants awardees update and request to change the item from action to informational 4) recommend the SVCE Board to consider a review of SVCE's Operating Rules and Regulations (ORR).

Peyton Parks, Energy Services Manager, presented a request for the Committee's support to recommend that the Board approve adopt a rate-pricing policy specific to new data center customers in alignment with recent legislation AB2383 and the following guiding principles:

- Safeguard against cost-shifting from data center sites to other customers, or vice versa.
- Data center rate is universally applicable.
- Create value for customers.

The Committee voted unanimously to support this request for the Board's consideration of approval on the November Board meeting Regular Calendar.

Monica Padilla, CEO, Scott Wrigglesworth, Director of Risk Management and Analytics, and Nik Zanotto, Director of Operations, presented information on a 2026 staffing assessment of SVCE and requested feedback and direction from the Committee. The presentation included information on staff growth and trends over the past ten years, personnel related expenses; peer benchmarking and employee benefits and strategies to build and retain an effective workforce. The Committee had many questions related to how SVCE compares to its peers and overall appreciated the presentation. The Committee recommended that staff bring this presenation to the full Board.

Alison Maas, Decarbonization Programs and Policy Fellow, gave an informational update on the Competitive Community Grants awardees, which included grant overview, evaluation and selection process, selected projects, eligible organizations, education and outreach and program funding. The request to support Board approval of an increase of $25,750 to the program was no longer needed and was determined after the agenda and materials had been posted.

Michael Callahan, General Counsel, presented SVCE's Operating Rules and Regulations to the Committee for review. SVCE's ORR was last amended in October 2025. Given the recent review, the Committee voted unanimously not to undertake a review the ORR at this time and further noted that should a review be warranted, the Board can initiate it at any time in the future

Materials from this meeting can be found on SVCE's website: SVCE Executive Committee Meeting, October 23, 2026

Agenda Item: 1f **Agenda Date: 11/13/2026**

The next meeting of the Executive Committee will be on December 4, 2026; materials will be posted no later than 72 hours in advance of the meeting.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1g

Item 1g:	**Receive Finance and Administration Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Murali Srinivasan, Chair, Finance and Administration Committee
Date:	11/13/2026

The Silicon Valley Clean Energy (SVCE) Finance and Administration Committee (Committee) met on Friday, October 30, 2026, with five out of six members present. The Committee heard the following 1) recommend the SVCE Board of Directors authorize the CEO to execute agreements with firms providing services to enable SVCE to execute one or more prepays and to execute the power supply contracts with the California Community Choice Financing Authority and related supporting agreements 2) an update on staffing and operations 3) the Fiscal Year 2026-2027 budget framework, and 4) select the next Finance and Administration Committee Meeting date.

The Committee approved the minutes of the August 19, 2026, Finance and Administration Committee meeting.

CFO Amrit Singh discussed and reviewed the goals of the Prepay, which are to reduce the cost of power purchases by leveraging SVCE's ability to issue low-cost, tax-exempt debt. He noted that, as with the prior four Prepays SVCE has executed, risks to SVCE are minimal. CFO Singh also reviewed the Prepay Structure and explained that SVCE is leveraging the proven structure of the prior Prepay for its 5th Prepay. CFO Singh then reviewed potential savings and costs, the key parties involved in structuring and preparing the Prepay, and the Board-authorized parameters that must be met prior to execution of the Prepay.

Mike Berwanger, Managing Director at PFM Financial Advisors LLC, was present to answer questions related to the market conditions. After several questions, the Committee voted unanimously to support staff's request for the Board's consideration of approval for the November Board Meeting calendar.

Monica Padilla, CEO, Scott Wrigglesworth, Director of Risk Management and Analytics, and Chelsea Rawls, Senior Manager of Human Resources, presented findings from an organizational assessment and peer benchmarking review, indicating that SVCE's staffing levels and compensation remain competitive with comparable Community Choice Aggregators. Staff also outlined a new hybrid work standard requiring employees to work in person at least 20 days annually to support collaboration and operational effectiveness.

CFO Singh reviewed the proposed framework for developing the Fiscal Year 2027 budget and sought the Committee's feedback on the principles and key assumptions. He reviewed SVCE's revenue forecasting approach, examined historical and forecast variability in rates, and discussed key uncertainties in developing revenue forecasts. CFO Singh provided an updated 2027 revenue forecast based on the newly released CPUC market priced benchmarks (MPBs) and PG&E's updated 2027 rate forecasts incorporating those MPBs. He stated that, relative to the Stub Budget, SVCE's revenue projections increase by $76 million. Mr. Wrigglesworth discussed a bottoms-up approach to budgeting operating expenses, other than power supply expenses, to remove high contingencies from the budget, provided proposed adjustments to personnel costs, including cost-of-living and merit salary adjustments, and discussed the approach for developing power supply expenses for the budget. Staff also reviewed the Board-approved Financial Levers playbook and, per the playbook, will maintain the current customer discounts in developing the budget. Staff will develop the budget

per the framework discussed with the Committee and will present the proposed Fiscal Year 2027 budget for the Committee's review at the next meeting in November.

The next meeting of the Finance and Administration Committee is scheduled for November 23, 2026, at 10:00 a.m. Materials will be posted no later than 72 hours in advance of the meeting.

Materials from the Finance and Administration Committee meeting can be found at the following link: SVCE Finance and Administration Committee Meeting, 10/30/26.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1h

Item 1h**:**	**Receive 2026 Legislative Ad Hoc Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Pat Showalter, Committee Chair
Date:	11/13/2026

The 2026 Legislative Ad Hoc Committee (Committee) held its latest meeting November 2, 2026, with four of five members present:
Committee Chair Pat Showalter
Committee Vice Chair Zach Hilton
Director Bryan Mekechuk
Alternate Director Tina Walia

Director Barbadillo was absent.

The Committee received information from staff on the state and federal legislative landscape and discussed priority legislation aligned with SVCE's 2026 Legislative Policy Platform and focus areas. A draft 2027 Legislative Policy Platform was reviewed and discussed, with feedback from the Committee being incorporated by staff to be presented at the December 9, 2026 Board of Directors meeting. An informational closing report of committee activities will also be included on the Consent Calendar at the same Board meeting.

Staff Report – Item 1i

Item 1i**:**	**Receive Audit Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	11/13/2026

There is no report for the Audit Committee, as they have not met since the last report. The next meeting is anticipated to take place in January/February 2027, based on member availability.

Materials will be posted 72 hours in advance of the meeting date.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1j

Item 1j:	**Receive California Community Power Report**
To:	Silicon Valley Clean Energy Board of Directors
From:	Monica Padilla, CEO
Date:	11/13/2026

Per direction from the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) on December 9, 2020 for the Chief Executive Officer to provide a report of the ongoing activities of California Community Power (CC Power) after each of its meetings, this is to report CC Power held a regular board meeting on Wednesday, October 21, 2026, and a special board meeting on Thursday, October 29, 2026.

Attached is the summary report from General Manager Alex Morris from the regular October 21, 2026 CC Power board meeting; materials from both October meetings can be found on the CC Power website: CC Power Meeting, 10/21/26; CC Power Special Meeting, 10/29/26.

The next meeting of the CC Power board will be November 18, 2026 at 1:00 p.m.; meeting materials can be found on the CC Power website: https://cacommunitypower.org/meetings/

ATTACHMENT

1. CA Community Power Board Meeting Summary from General Manager Alex Morris, October 21, 2026

California Community Power

901 H St, Ste 120 PMB 157, Sacramento, CA 95814 | cacommunitypower.org

TO: Board of Directors and Alternates **DATE:** 10/26/26
FROM: Alex Morris – General Manager
SUBJECT: **Report on Regular Board of Directors Meeting – October 21, 2026**

The California Community Power (CC Power) Board of Directors held a meeting on October 21, 2026, via Zoom. Details on the Board packet, presentation materials, and public comment letters (if any) can be found under the Meetings tab at the CC Power website: Meetings and Agendas – ca community power

Highlights of the meeting included the following:

- **Closed Session Item(s)**:
    - **Review and Adopt General Manager Goals for 2026.** The Board met in closed session to review, finalize, and adopt annual goals for the 2026 year for the General Manager.

Staff Report – Item 1k

Item 1k**:**	**Receive California Community Choice Financing Authority Report**
To:	Silicon Valley Clean Energy Board of Directors
From:	Monica Padilla, CEO
Date:	11/13/2026

The California Community Choice Financing Authority (CCCFA) is a Joint Powers Authority established to reduce the cost of power purchases for CCAs through pre-payment structures. Silicon Valley Clean Energy (SVCE) was a founding member in 2021, along with Central Coast Community Energy, Clean Power Alliance, Ava Community Energy (formerly East Bay Community Energy), and Marin Clean Energy. This report is intended to provide an update on the monthly meetings of the CCCFA Board.

The CCCFA held a regular board meeting on Thursday, October 22, 2026 and addressed the following:

- Closed Session: public employee appointment for Treasurer/Controller and Assistant General Manager;
- Consent Calendar:
  - Minutes from the previous meeting on September 24, 2026;
  - Receiving and filing of quarterly cash report for the quarter ending September 30, 2026;
  - Consideration of approval of fourth amendment to second agreement by and between CCCFA and Colantuono, Highsmith & Whatley, PC for General Counsel Legal Services to Increase the Annual 2026 Not-to-Exceed Amount of $100,000;
  - Consideration of approval of a resolution accepting the resignation of Garth Salisbury as Treasurer/Controller, Appointing Russell Mills as CCCFA Treasurer/Controller, and Directing the General Manager to Take Additional Actions;
  - Consideration of approval of a resolution appointing Patty Kong as Assistant General Manager;
  - Consideration of approval of a resolution scheduling the inaugural annual meeting date for March 25, 2027.
- Regular Calendar:
  - Consideration of approval of a resolution approving Clean Energy Alliance as a new associate member;
  - Consideration of approval of a resolution adopting a fee schedule for membership, prepayment projects and the allocation of general and administrative costs;
  - An update from the General Manager's Working Group;and
  - Recognition of Gath Salisbury for his service to the establishment and success of CCCFA as its Treasurer/Controller

Materials from this meeting can be found on CCCFA's website: CCCFA Regular Meeting, 10/22/26

The next meeting of the CCCFA board will be December 3, 2026 at 1:00 p.m.; meeting materials can be found on the CCCFA website: https://www.cccfa.org/board-meetings.html

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 2

Item 2:	**CEO Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Monica Padilla, CEO
Date:	11/13/2026

REPORT

Staff Update

No official staffing changes at this time. Pending new hires have not yet started employment and will be reported once active.

Personnel Officer Update

Vacancies

SVCE has three open positions, with a fourth opening anticipated for the Facilities Manager role. The three open positions are backfills for promoted or departed staff. The fourth position, Facilities Manager, is a newly created position approved by the Board at the September 2026 meeting and has not yet entered Recruitment.

Recruitment

SVCE is currently recruiting for three full-time roles: Programs Specialist (screening stage) Senior Manager, Accounting/Controller (application and interviewing stage), and Senior Manager, Finance, Planning, & Analysis (interviewing stage). The selected candidate for the Manager of IT position has accepted the offer and is currently pending an employee start. Job postings for positions in the application stage can be found on SVCE's website: Current Job Openings

Power Resources & Clean Energy Update

The current expected clean percentages for SVCE have evolved as more results come in, trending a little lower. For 2026, SVCE is expected to be between 106 to 107%, which is an estimate based on projected load and resources. For 2027, SVCE is expected to be 102% clean. For 2028, the expected clean position is 90%.

In October, SVCE selected which projects to grant their Commercial Interest Points to counterparties from Queue Cluster 16 process. One of those projects was the Tarantula Canyon that was brought to the October 6th Board of Directors meeting. Staff will bring an update to the Board in December on its progress towards meeting the Board-approved clean target as outlined in the Clean Pathways. Attachment 1 provides details of progress to date.

Budget and Financial Outlook Update

Treasurer's Report: The Board packet includes the Treasurer's report (Item 1b), which indicates that SVCE's Total Net Position decreased from $532.4 million to $527.3 million compared to the prior month's report, reflecting SVCE's $5 million net loss in September 2026, which was $2.7 million larger than the -$2.3 million monthly net loss anticipated in the Mid-Year budget in March 2026.

Regulatory, Policy, Planning, & Legislative Updates

Bay Area Air District Adopts Water Heater Rule Amendments

On November 4, the Bay Area Air District Board of Directors voted 15-14 ~~-1~~ with one abstention, to adopt amendments to Rule 9-6, its zero nitrogen~~us~~ oxide (NOx) water heater standard. The amendments delay the residential compliance date by one year, to January 2028. They also add flexibility for harder cases:

- A January 2033 date for multifamily buildings, deed-restricted affordable housing, and certain specialized equipment
- Temporary installations for emergency replacements
- A full exclusion for units of 30 gallons or less and for mobile-home water heaters
- Exemptions for low-income owners and for homes with space or electrical constraints

SVCE CEO Monica Padilla spoke in support of the amendments at the meeting, and four Bay Area CCAs submitted a joint letter of support.

The decision gives the region a firm date for water heater electrification. Starting in 2028, most single-family homes replacing a gas water heater will need a zero-NOx unit, which in practice means a heat pump water heater. That makes heat pumps the standard replacement rather than an optional upgrade. The certainty also gives contractors, distributors, and manufacturers a clear timeline to stock equipment, train installers, and bring down installed costs.

Regulatory:

Power Charge Indifference Adjustment (PCIA): On October 22, 2026, CalCCA filed an Application for Rehearing ("Application") of the CPUC's Track 2 Decision ("Decision"). The Decision concerned IOUs' renewable energy credits ("RECs") that were created and banked prior to 2019 and are now being used by the IOUs for compliance. The Decision held that the RECs are worth $0 towards PCIA credit for departed load. The Application reserves the CCAs' right to judicial appeal, which would be the next step if/when the CPUC denies the Application.

Legislative:

The state legislature is on recess, but having several hearings on wildfire liability and mitigation measures as well as electric vehicle policy.

Congress is also on recess and is expected to continue debate of a permit streamlining bill after the November elections.

Attachment 2 contains a summary of current regulatory proceedings and legislative initiatives SVCE staff are either participating in or monitoring.

Community Grants Update

SVCE is excited to award $3.2 million in grant funding to two school districts and two community-based organizations through the Community Grants Program! Funding will support projects that reduce emissions, build energy resilience, and support community education of all-electric technologies. Attachment 3 provides a detailed description of the grant process and projects selected. Project summaries below:

- Morgan Hill Unified School District awarded $1,000,000 to add battery storage to existing rooftop solar and replace gas HVAC equipment at Live Oak High School with electric heat pump alternatives. Solar battery storage capacity will make Live Oak High School more resilient to power disruptions, and energy-efficient heat pump HVAC systems will use the clean energy the solar panels generate while also eliminating indoor pollution risk. The District will partner with a nonprofit organization, Climate Action Pathways for Schools (CAPS), to implement an apprenticeship program where students learn from installed clean energy technologies.
- Mountain View Los Altos Union High School District awarded $1,000,000 to implement vehicle-to-grid (V2G) technology and add a battery storage system to a pre-existing rooftop solar to provide backup power to two gyms at Los Altos High School and Mountain View High School to support the campus during outages and emergencies.

- The Electrical Training Alliance of Silicon Valley awarded $700,000 to install solar and add battery storage at its training facility and support clean energy workforce development. The solar and battery installation will provide apprentices and journeymen with hands-on training working with clean energy technologies.
- Sunnyvale Community Services awarded $525,750 to purchase two refrigerated electric delivery vans and install electric vehicle (EV) charging infrastructure. The vans will support food delivery services for homebound residents.

Contractor Workforce Development

SVCE joined the New Buildings Institute's Advanced Water Heating Initiative and PG&E to host a Split System Heat Pump Water Heater Training and Fair at San José City College's new Career Education Complex on October 27. Split systems place the heat pump outdoors and the tank indoors, so they work in homes where a standard heat pump water heater won't fit. About 40 contractors attended in person, and another 240 people joined online.

SVCE also co-hosted a free Mandarin-language Heat Pump Water Heater Training at Quinlan Community Center in Cupertino with BayREN, the County of Santa Clara Office of Sustainability and Resilience, and the City of Cupertino on November 5. About 40 contractors attended. Several contractors said it was the first contractor workshop they had seen offered in Chinese. Attendees learned how to sell, install, and service heat pump water heaters.

Customer Success Department Updates

On October 28, Silicon Valley Clean Energy partnered with Catholic Charities of Santa Clara County to host an Energy Bill & Appliance Savings Workshop at the Santa Clara Family Health Plan South County Community Resource Center in Gilroy. The event helped connect income-qualified residents with resources to lower energy costs through collaboration with a trusted community organization serving South County. Catholic Charities staff helped engage attendees, while BREATHE California assisted participants with enrolling in CARE and FERA utility bill discount programs. Attendees also learned about rebates, incentives, and energy-saving resources, and had the opportunity to enroll in the SVCE Full Service Home Upgrades program.

Press and Media

Press Releases

- SV Clean Energy Recognizes Leaders Advancing Healthy, Affordable Electrification, 10-14-2026
- SV Clean Energy Cuts Ribbon on New Downtown Sunnyvale Headquarters, 10-15-2026

Media Mentions

- Delayed gas water heater ban divides South Bay, San Jose Spotlight, 11-05-2026
- California cities face months of delays in building code approvals, Canary Media, 10-20-2026
- ev.energy Secures $11 Million to Expand California EV Virtual Power Plant, EV Charging Magazine, 10-20-2026
- Energetic move – Sunnyvale Community News, The Mercury News, 10-21-2026
- Downtown Gilroy's Día de Muertos Festival Returns With Marigolds, Mariachi, Lucha Libre, hoodline, 10-23-2026
- Guest View: La Ofrenda Festival a sign of Gilroy commitment to the arts, Gilroy Dispatch, 10-19-2026
- Clean Energy Dream Home' Shows How Ditching Gas Appliances Reduces Indoor Air Pollution, SFist, 10-16-2026

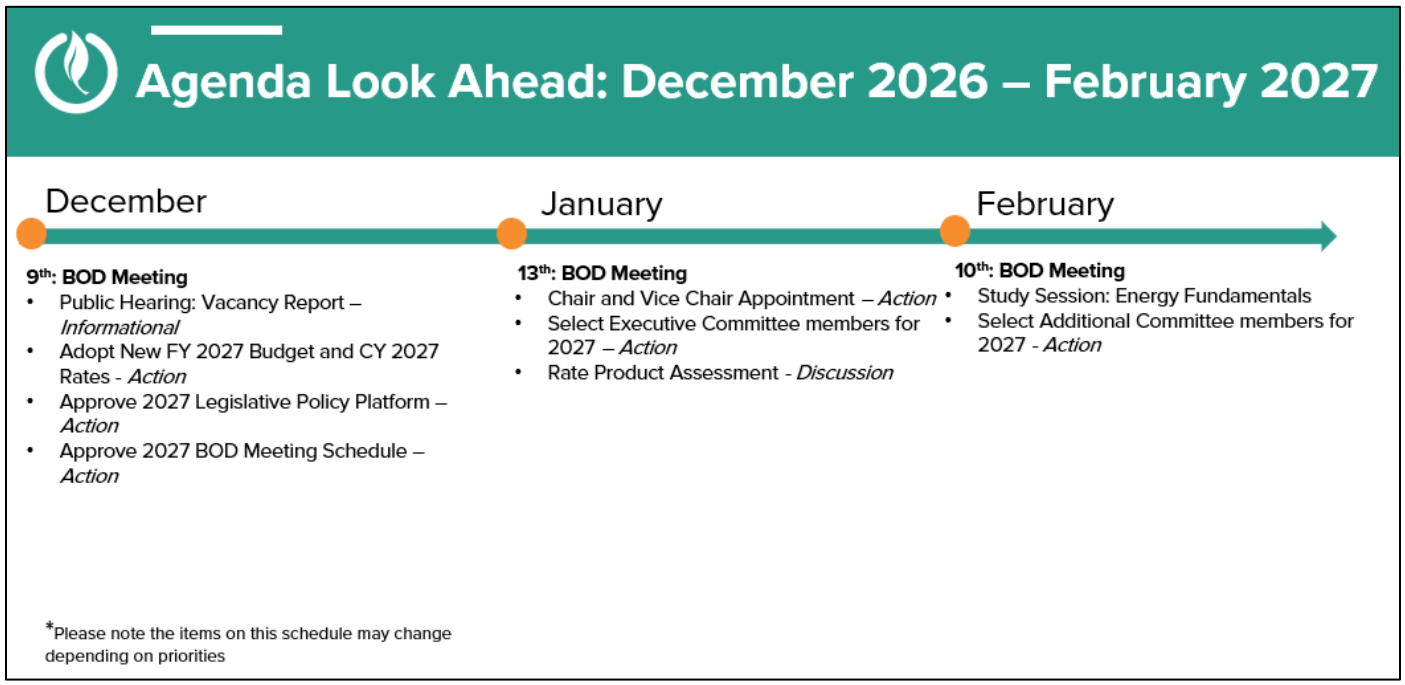
Recent & Upcoming Events

November 24 – January 3 – Winter Ice Rink at Cityline Sunnyvale
- Sponsorship
- Cityline Sunnyvale

New SVCE Headquarters
SVCE staff have moved into the new SVCE Headquarters. Final touch up work will continue through the end of 2026. Board and committees are scheduled to be held in the new building starting in December. Staff will bring concepts to the Board for Phase 2 construction of the to-be-determined space that was not included in this phase of construction in 2026.

Strategic Plan – FY 2025-2027: Quarter 4 Update, Former FY 25-26
On September 10, 2025, the SVCE Board of Directors adopted the five Strategic Focus Areas and Strategic Plan for fiscal years 2025-2027. Attachment 3 provides the highlights of the accomplishments and progress on the Strategic Focus Areas and Strategic Plan for the fourth quarter of the former fiscal year 2025-2026, July – September 2026. The Senior Leadership Team is in the process of reviewing the Strategic Focus Areas and Strategic Plan for any potential changes to be reviewed and approved by the Board before the end of 2027.

Look Ahead Update
Staff continues to plan for Board and committee meetings for the remainder of the year into 2027. Below is a preview of what's ahead for the Board from December 2026 through February 2027:



Upcoming Events

1. December 9th, 4 to 7 pm: Holiday Party, End-of-Year Celebration & SVCE's 10-year Anniversary Kick-off

ATTACHMENTS

1. SVCE Clean Power Update, November 2026
2. Regulatory and Legislative Update, November 2026
3. Community Grants Update, November 2026
4. Former FY 25-26 Q4 Strategic Focus Areas and Strategic Plan Progress/Accomplishments

Agenda Item: 2 **Agenda Date: 11/13/2026**

Exhibit 1 - CEO Agreements Executed Under Delegated Authority

The following agreements have been executed by the CEO or their delegate, consistent with the authority delegated by the Board, which allows for $250,000 per vendor per fiscal year:

Type	Consultant	Description	Compensation	Authority
Amendment	Cumming Management Group, Inc.	Construction Project Management Services	Increased NTE to $275,000	CEO Spending Authority
Agreement	Shute, Mihaly & Weinberger LLP	Special Counsel Legal Consultation Services	increased NTE to $200,000	CEO Spending Authority
Agreement	CVR Buyer, LLC	Recruiting Services	NTE - $150,000	CEO Spending Authority
Agreement	SMUD	Business Rebates Program Support	No change to NTE	BOD Spending Authority
Agreement	Peter Mustacich	Decarb Roadmap Development	No change to NTE	CEO Spending Authority
Agreement	System Impact Strategies	Speaker	NTE - $16,000	CEO Spending Authority

SILICON VALLEY CLEAN ENERGY

Exhibit 2 - CEO Power Supply Agreements Executed Under Delegated Authority

The following transactions were executed by the CEO or their delegate, consistent with the authority delegated by the Board, under the Board adopted Energy Risk Management Policy:

Counterparty Name	Execution/Effective Date	Transaction Type	Product	Start Date	End Date	Notional Value
High Desert Power Project, LLC	10/13/2026	Sale	Resource Adequacy	2/1/2027	2/15/2027	$123,954.11



CEO Report
Clean Power Update

SVCE Board Meeting
November 13, 2026

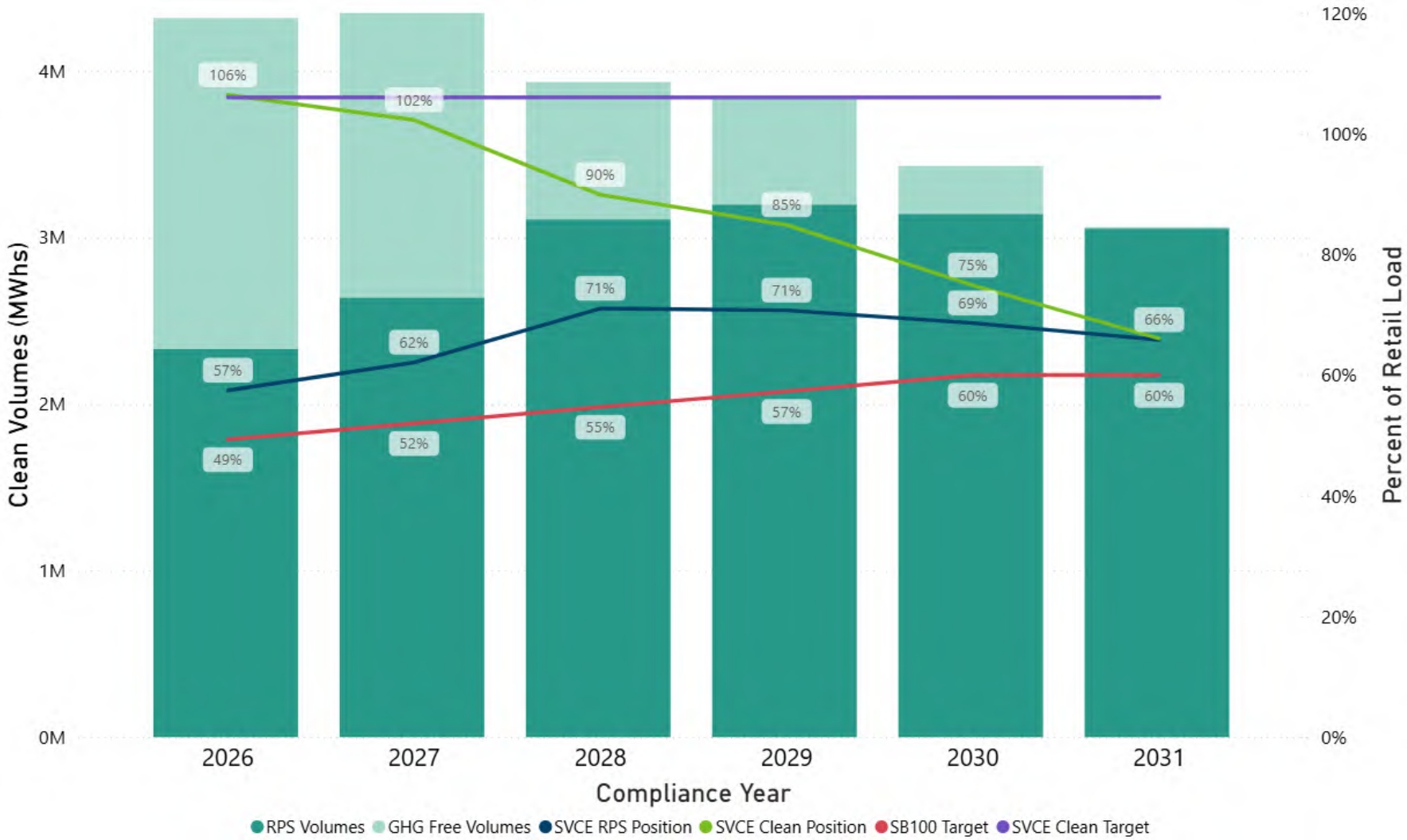
SILICON VALLEY CLEAN ENERGY

California's Clean Energy Goals

SVCE's procurement targets are primarily driven by regulatory requirements and Board goals

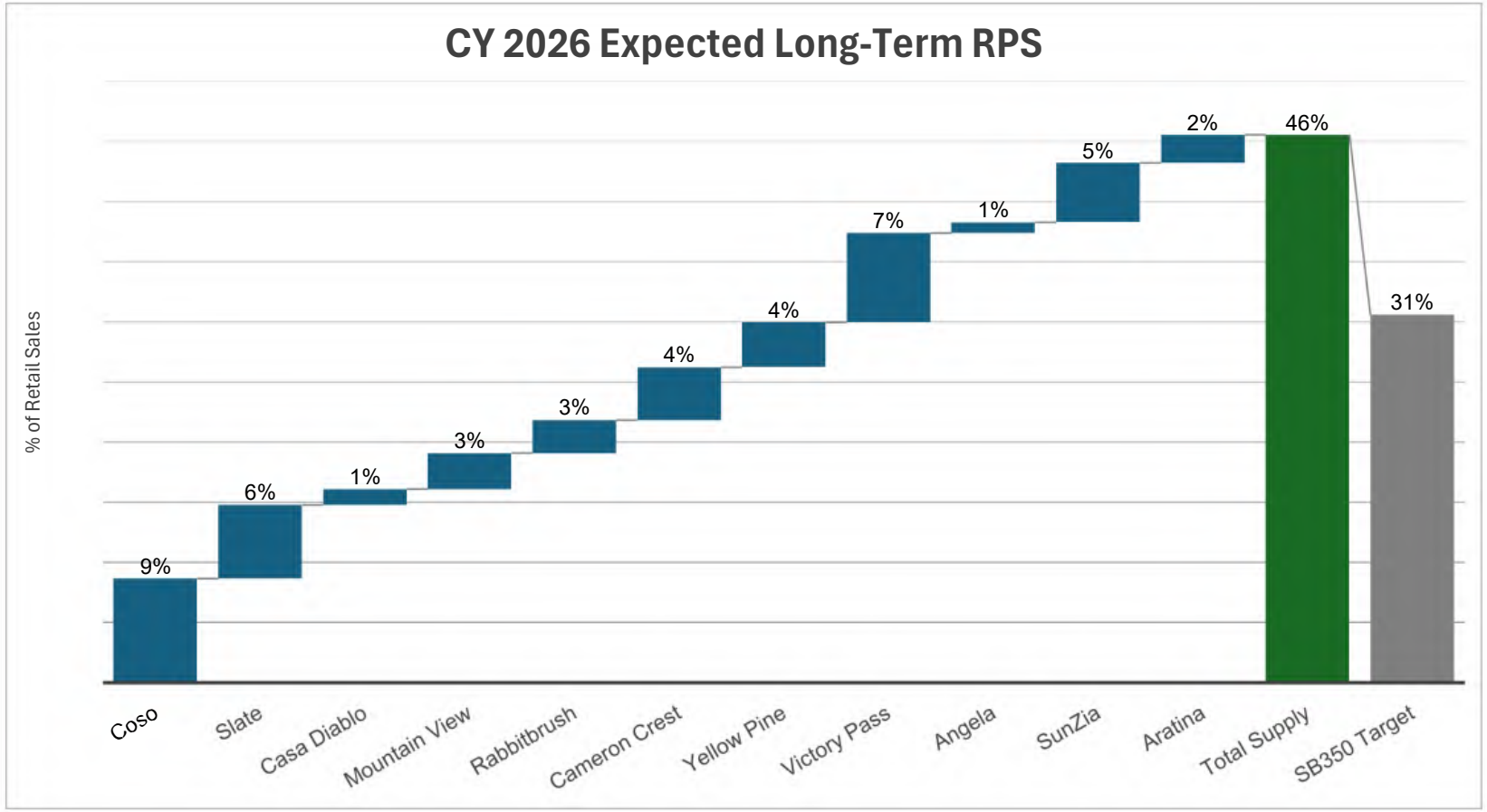
SB100	• 60% Renewable Energy by 2030 • 100% Carbon Free by 2045
SB350	• 65% of Renewable Energy must be from Long-Term (10yr or more) contracts
MTR	• Mid-Term Reliability • Established by the CPUC to focus on securing sufficient online resources to meet expected demand in the coming few years
SVCE BOD	• 100% Clean – annually, with line losses • 75% Renewable by 2030 • 100% Renewable by 2035 (adopted late 2024)

SVCE is On Track to Meet SB100 and Agency Goals for Clean and RPS…



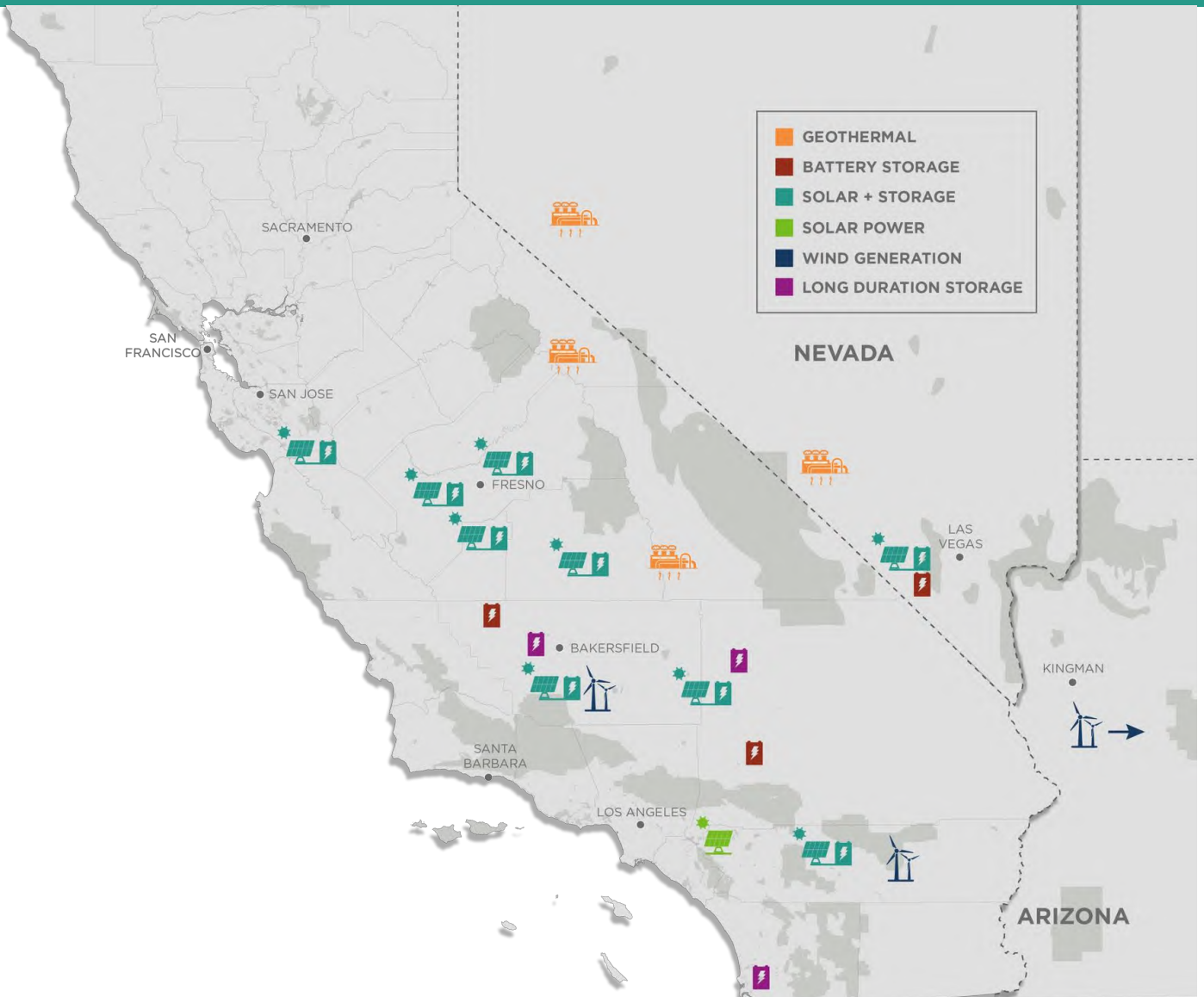
And Making Significant Progress Toward Meeting Long-Term RPS Targets

SB350 is a multi-year compliance period obligation, which has interim annual targets



- **Currently in Compliance Period 5: 2025-2027**

Long-Term Power Purchase Agreements



- $4.2B+ in commitments
- 26 PPAs signed
  - 23 new build projects
  - 17 projects online and delivering
- 1,000+ MW of Renewable Power
- 2,000+ MWh of Battery Storage

Projects online this year:

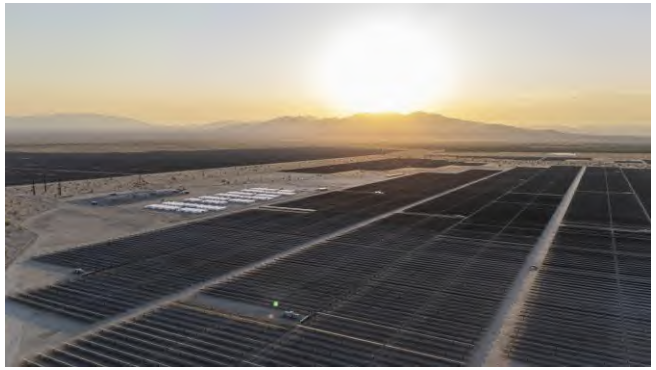
- Angela Solar + Storage – May 2026
- SunZia Wind (4 PPAs) – May 2026
- Tumbleweed LDS – June 2026
- Aratina Solar + Storage – July 2026

Long-Term Contracts: Online

	Seller	Project Name	Technology	Generation MW	Storage MW	Storage MWh	Term (years)	SVCE Board Approval	Online Date
1	MN8	Slate	Solar + Storage	93	46.5	186	17	Oct-18	Jan-22
2	Ormat	Casa Diablo	Geothermal	7.5			15	Feb-20	Jul-22
3	Atlantica	Coso	Geothermal	43.8			15	Mar-20	Jan-22
4	Leeward	Rabbitbrush	Solar + Storage	40	8	20	15	Apr-20	Oct-22
5	NextEra	Yellow Pine	Solar + Storage	50	26	104	20	May-20	Jul-23
6	AES	Mountain View	Wind	33.3			20	Apr-21	Jul-22
7	Clearway	Victory Pass	Solar + Storage	100	25	100	15	May-21	Mar-24
8	Terra-Gen	Cameron Crest	Wind	77.7			15	May-21	Jan-23
9	AES	Baldy Mesa (RA-only)	Storage	0	75	300	10	Sep-22	Jun-24
10	Middle River Power	Hanford	Thermal + BESS	99.4	131.4	131.4	12	Apr-23	Aug-25
11	SB Energy	Angela	Solar + Storage	20	10	40	15	Mar-21	May-26
12	Pattern	SunZia South	Wind	70.2			15	Nov-23	May-26
13	Pattern	SunZia North	Wind	29.8			15	Nov-23	May-26
14	Pattern	SunZia South Incremental	Wind	17.54			10	May-25	May-26
15	Pattern	SunZia North Incremental	Wind	7.46			10	May-25	May-26
16	Rev Renewables	Tumbleweed	Long Duration Storage	0	15.9375	127.5	15	Feb-22	Jun-26
17	Avantus	Aratina	Solar + Storage	80	50	200	20	Jun-20	Jul-26



Casa Diablo Geothermal



Victory Pass Solar + Storage

Long-Term Contracts: In Development

	Seller	Project Name	Technology	Generation MW	Storage MW	Storage MWh	Term (years)	SVCE Board Approval	Status
1	Origis	San Luis West	Solar + Storage	62.5	15.625	62.5	15	Apr-21	Pre-construction
2	Ormat	Geothermal Portfolio	Geothermal	16.75			20	Jun-22	Pre-construction
3	OME	Fish Lake	Geothermal	1.82			20	Jun-22	Pre-construction
4	NextEra	Grace	Solar	120			15	Aug-23	Pre-construction
5	NextEra	Yellow Pine III	Storage	0	24	96	15	Aug-23	Pre-construction
6	NextEra	Yellow Pine III	Long Duration Storage	0	9	72	15	Apr-25	Pre-construction
7	VCI Energy	Garden Green Solar	Solar + Storage	50	50	200	10	Oct-24	Pre-construction
8	Intersect Power	Darden III	Solar + Storage	91.48	91.48	365.92	15	Sep-25	Construction
9	Hydrostor	Willow Rock	Long Duration Storage (Compressed Air)	0	5.7	45.6	20	Jan-26	Construction



SunZia Wind & Transmission

Clean Energy Resources Online Progress
as of October 23, 2026

2026

- San Luis West Solar + Storage: *Pre-construction - delayed (from 2025)*

2027

- Grace Solar: *Pre-construction*
- Ormat Geothermal Portfolio: *Pre-construction*
- Fish Lake Geothermal: *Pre-construction*

2028

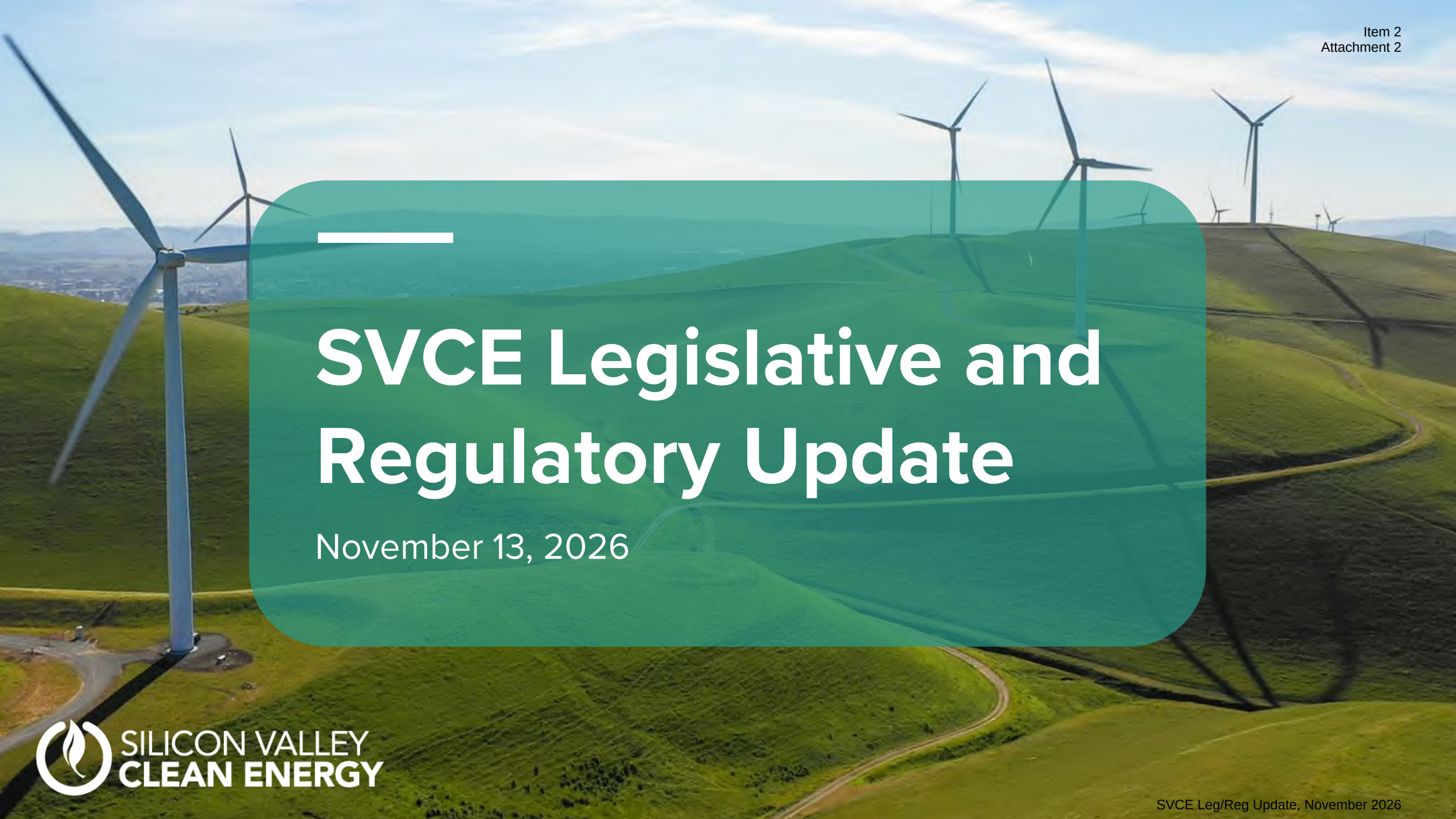
- Yellow Pine III Storage: *Pre-construction*
- Yellow Pine III LDS: *Pre-construction*
- Darden: *Construction mode*

2029+

- Garden Green Solar: *Pre-construction*
- Willow Rock: C*onstruction mode*

THANK YOU!





SVCE Legislative and Regulatory Update

November 13, 2026

SILICON VALLEY CLEAN ENERGY

Policy Updates

Regulatory Update:

1. Power Charge Indifference Adjustment (PCIA)
2. High Distributed Energy Resources (DER)

Legislative Update:

1. SVCE's Bill Positions
2. 2026 Legislative Calendar



Regulatory Update

Key Regulatory Activities

Activity	Purpose	Status
Power Charge Indifference Adjustment	Proceeding to Update the PCIA Methodology	On October 22, 2026, CalCCA filed an Application for Rehearing ("Application") of the CPUC's Track 2 Decision ("Decision"). The Decision concerned IOUs' renewable energy credits ("RECs") that were created and banked prior to 2019 and are now being used by the IOUs for compliance. The Decision held that the RECs are worth $0 towards PCIA credit for departed load. The Application reserves the CCAs' right to judicial appeal, which would be the next step if/when the CPUC denies the Application.
High Distributed Energy Resources (DER)	To prepare the grid for a high number of distributed energy resources	On September 25, 2026, the CPUC issued a Proposed Decision (PD) requiring investor owned utilities to jointly file an application proposing a DER orchestration framework, with the utilities functioning as the Distribution System Operator. Several stakeholders, including SVCE through CalCCA, filed comments stating their concerns with the CPUC proposing to order an application be filed without addressing governance and conflict of interest issues inherent in the way utilities are rewarded for capital spending, while also putting them in the role of orchestrating the dispatch of DERs to prevent infrastructure buildout. Stakeholders, including the utilities, are calling for the CPUC to clarify the intent of the applications and revise the PD to adopt a phased approach with more record development prior to the applications being ordered. The PD is scheduled to be voted out on October 29th.



Legislative Update

SVCE Bill Positions

Bill Number	Summary	SVCE Position	Position Taken Under which Board-Adopted Legislative Platform Policy	Status
AB 1761 (Rogers)	Requires CPUC to share all data used in calculation of the Power Charge Indifference Adjustments to CCAs and other stakeholders.	Support	Affordability and Rates	Governor vetoed
SB 1138 (Padilla)	Requires CPUC to allow load-serving entities to trade Resource Adequacy compliance obligations.	Support	Affordability and Rates	Died

SVCE Bill Positions

Bill Number	Summary	SVCE Position	Position Taken Under which Board-Adopted Legislative Platform Policy	Status
AB 2313 (Berman)	Requires establishment of Gas Distribution Service Line Replacement Alternatives Program to offer financial incentives for zero-emission appliances.	Support	Climate Change/Fuel Switching	Governor signed
AB 2383 (Zbur)	Requires CCAs to set generation tariffs for large data centers that prevent risk and cost shifting to other customers.	Neutral	Do No Harm/Competitive Equity	Governor signed

SVCE Bill Positions

Bill Number	Summary	SVCE Position	Position Taken Under which Board-Adopted Legislative Platform Policy	Status
AB 2748 (Quirk-Silva)	Reverts electric vehicle charging standards to the 2022 state building code for affordable housing developments.	Neutral	Climate Change/Fuel Switching	Died
SB 1265 (Richardson)	Establishes the GoGreen Program as a permanent statewide financing program that offers electrification loans.	Support	Climate Change/Fuel Switching	Died

SVCE Bill Positions

Bill Number	Summary	SVCE Position	Position Taken Under which Board-Adopted Legislative Platform Policy	Status
SB 913 (Becker)	Directs state agencies to enhance market-integrated pathways for aggregated distributed energy resources to qualify as Resource Adequacy.	Support	Clean, Reliable Grid	Governor signed

Key 2026 State Legislative Milestones

- ~~January 5 – Legislature Reconvenes~~
- ~~January 31 – Last day for each house to pass bills introduced in that house in 2025~~
- ~~February 20 – Last day for bills to be introduced~~
- ~~April 24 – Last day for policy committees to hear fiscal bills~~
- ~~May 15 – Last day for fiscal committees to hear bills introduced in that house~~
- ~~May 29 – Last day for each house to pass bills introduced in that house~~
- ~~June 15 – Budget bill must pass by midnight~~
- ~~July 2 – Last day for policy committees to vote on bills~~
- ~~August 14 – Last day for fiscal committees to vote on bills~~
- ~~August 31 – Last day for each house to pass bills~~
- ~~September 30 – Last day for Governor to sign bills~~
- ~~November 3 – Statewide General Election~~

CEO Report - Competitive Community Grants Awardees Update

November 13, 2026

SILICON VALLEY CLEAN ENERGY

Purpose of Presentation

Receive an update on Competitive Community Grants selected awardees

Competitive Community Grants Update

1. Grant Program Overview
2. Selected Projects

Community Grants Program Overview

Eligible Organizations: Nonprofits, Community-Based Organizations (CBOs), and Schools

Eligible Projects: Electric vehicles for community use and associated chargers, building electrification including all-electric facilities upgrades, and energy resilience projects including solar + battery

Education and Outreach: Projects must include an education and outreach component that engages wide audiences including teachers, guardians, and constituents

Technical Assistance: Grantees can opt-in for Technical Assistance. Technical Assistance is provided by CLEAResult for building electrification and energy resilience projects. Technical Assistance is provided by SVCE in-house for EV/EVI projects.

Project Summaries: Community Organizations

Sunnyvale Community Services

- Awarded: $525,750
- 1160 Kern Ave, Sunnyvale CA 94085
- Purchase two refrigerated electric delivery vans and install charging infrastructure to support food delivery services for homebound clients. Vans will be wrapped with SVCE signage and a QR code to a website with electrification education materials.

Electrical Training Alliance of Silicon Valley

- Awarded: $700,000
- 1855 Barber Ln, Milpitas, CA 95035
- Install solar and add battery storage at its training facility to provide hands-on training in clean-energy technologies for apprentices and journeymen.

Project Summaries: Schools

Morgan Hill Unified School District (MHUSD)

- Awarded: $1,000,000
- Live Oak High School, 1505 E Main Ave., Morgan Hill, CA 95037
- Add battery storage to existing solar and replace HVAC equipment at Live Oak High School to create a resilient, all-electric learning environment. Partner with Climate Action Pathways for Schools (CAPS) to implement an apprenticeship program where students learn from installed clean-energy technologies.

Mountain View Los Altos Union High School District (MVLA)

- Awarded: $1,000,000
- 201 Almond Avenue, Los Altos, CA 94022
- 3535 Truman Avenue, Mountain View, CA 94040
- Implement a vehicle-to-grid (V2G) technology, battery storage, and community resilience project that provides backup power to two campus gyms designated as Red Cross emergency response sites during outages and emergencies.



Thank you!

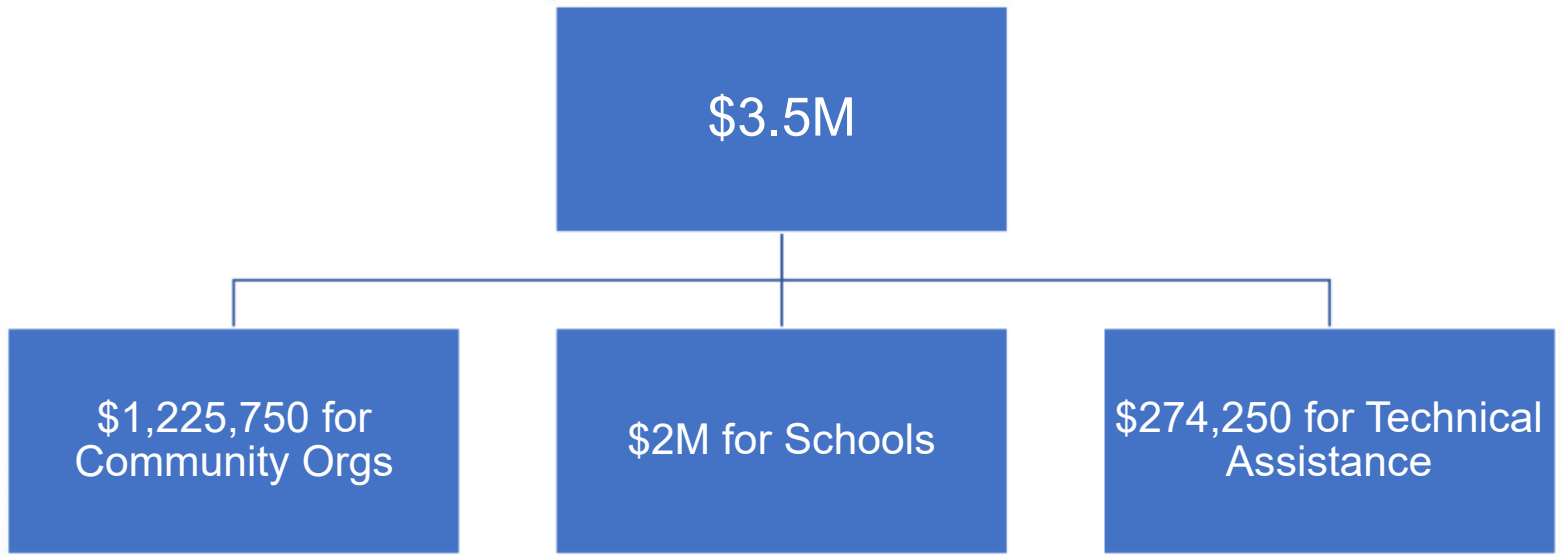


Appendix

Grants History

1. 2020 Community Resilience Grant Program, $5M
   - Noncompetitive grants for Member Agencies
   - Concluded
2. 2022 Decarb Engagement & Demonstration Grant, $3.6M
   - Competitive grants for Member Agencies and community organizations
   - Scheduled to conclude this year
3. **2024 Round of Grants, $10.5M**
   - Noncompetitive grants for Member Agencies (released in 2024, currently underway)
   - Competitive grants for Member Agencies (released in 2024, currently underway)
   - **Competitive grants for community organizations such as schools, faith-based institutions, and nonprofits**

Program Funding Breakdown



Evaluation and Selection Process

Program launched in Spring 2026 and received applications in Summer 2026

Review Process

- 15 total applications received
- 8 shortlisted for review
- Panel consisted of 3 external subject matter experts and 1 SVCE staff member
- Selected 2 community organization projects and 2 school projects

Selection Criteria

- Long-term community impact and benefits
- Significance of SVCE funding to complete project
- Project feasibility
- Strength of education and outreach plan

Silicon Valley Clean Energy STRATEGIC PLAN

FY 25-27 Q4 Progress Update

July - September 2026

Strategic Focus Areas

SFA 1: Expand Affordability Efforts

Staff spent this quarter planning expanded outreach efforts to reach income-qualified customers through community-based organization partnerships, including workshops planned for fall 2026. SVCE is leveraging the partnership with Breathe CA to see if they can directly enroll customers in CARE/FERA from community events and workshops. SVCE also advocated for several bills on transparency and markets to improve the system and bring overall costs down.

SFA 2: Expand Clean & Reliable Grid Actions

The 2026 Silicon Valley Clean Energy Integrated Resource Plan, intended to help the California Public Utilities Commission (CPUC) track the development of the electric grid and ensure that collectively load serving entities (LSEs) are on track to meet the state's clean goals while maintaining system reliability, was filed in August 2026.

SFA 3: Expand Offerings and C/I Customers

SVCE staff continued progress in commercial and industrial (C&I) decarbonization programs to deliver gas, electric, and bill savings for these customers. SVCE hired a new key account management role and have begun expanding SVCE's engagement with large customers. Staff continued discussions with local large loads including data center, in addition to working on the design of a data center default rate tariff.

SFA 4: Prepare Region for Electrification at Scale

The Integrated Decarbonization Roadmap ("Roadmap") recommendations were presented to the SVCE Executive Committee, which helped shape the final Roadmap approved by the Board in October. Staff is seeing building momentum on Heating, Ventilation, and Air Conditioning (HVAC).

SFA 5: Attract & Retain Employees

SVCE held its organization-wide in-person days in September in Sunnyvale; the theme was Employee Appreciation. The group focused on one of SVCE's core competencies, Stakeholder Service, with guest speaker Dan Gingiss leading a session titled "Remarkable By Design: From Forgotten to Unforgettable". Staff learned the importance of customer service and how everyone in the organization contributes.

Silicon Valley Clean Energy STRATEGIC PLAN

FY 25-27 Quarter 4 Progress Update

Goal Accomplishments

Goal 1 - Advance policies which support SVCE's mission to reduce dependence on fossil fuels. (SFA1, SFA4)	• This year, SVCE advocated for two CalCCA-sponsored bills, AB 1761 (Rogers) on Power Charge Indifference Adjustment data transparency and SB 1138 (Padilla) on Resource Adequacy Trading to improve the system and bring costs down. Unfortunately, both bills did not pass. • SVCE also advocated for a strong set of affordability principles for an extension of the Diablo Canyon Nuclear Power Plant with the Governor's Office and legislative leadership. The legislature did not take up an extension in 2026, but staff anticipates this issue will resurface in 2027. • SVCE advocated for AB 2313 (Berman), a bill that redirects certain gas distribution line funding to electrification and make home electrification projects more affordable.
Goal 2 - Long-term, target for 100% clean energy annually by building a balanced portfolio with consideration for both affordability and reliability while exploring long-term pathways to clean power supply. (SFA1, SFA2)	• Deep Demand Flex analysis in 2026 provided clear economics and guidance for broader policy work to change the unfavorable dynamics. • SVCE's 2026 Integrated Resource Plan was filed with the California Public Utilities Commission.
Goal 3 - Create a long-term decarbonization plan that integrates supply and demand changes, opportunities, and challenges. (SFA1, SFA2)	• The Integrated Decarbonization Plan was approved by the Board of Directors in October 2026. The next step is operationalizing the plan, which will deepen integration across supply and demand.

Goal 4 - Acquire power supply resources in a cost-effective manner to meet legislative and regulatory obligations, Board directives and customer specific products. (SFA2, SFA3)	• Staff continued work on design of new default data center rate to protect all ratepayers from costs and risks associated with these loads. • Staff continued work on understanding key barriers to demand flexibility value creation and finding opportunities to make changes, including any additional value streams that SVCE can tap into to pass to customers.
Goal 5 - Manage and optimize load and power resources to meet affordability, GHG reduction and reliability objectives. (SFA1, SFA2)	• Held solicitations for clean and Resource Adequacy (RA) in order to meet goals for 2026 • The SVCE Board authorized the CEO to finalize negotiations and execute Amended and Restated Master Power Purchase and Sale Agreements (A&R Master Agreements) with three counterparties: 1) Shell Energy North America (US), L.P. ("SENA"), 2) Constellation Energy Generation, LLC ("Constellation"), and 3) NRG Business Marketing LLC ("NRG"), enabling transactions for various types of energy and related services such as renewable energy resources to meet Renewable Portfolio Standards (RPS); carbon-free resources; system energy at fixed and/or index prices and RA capacity product.
Goal 6 - Maintain healthy financial position; avoid failures in management of market risk, credit risk, liquidity risk, operational risks, and enterprise risks.	• Stub period budget approved by the Board in September; framework for the 2027 budget is in development and being presented to the Finance and Administration Committee. • SVCE Energy Risk Management Policy amendments approved by the Board in September 2026. • Stress tests and risk register complete for FY 2026.

Goal 7: Support all SVCE communities to decarbonize through local investments that reduce barriers and demonstrate sensible, scalable, and equitable solutions. (SFA1, SFA2, SFA3, SFA4)	• Staff has run several comprehensive campaigns to drive awareness, interest and action with SVCE educational resources to go electric, particularly to eHub resources and Home Rebates. • Continued activity across the program portfolio, including 146 new HPWH rebate applications, 28 completed installs in the full-service electrification program (now over 100 cumulative!), 119 new EV rebates, and over 600 customer inquiries through the Go Electric Advisor. • Successful continuation of SVCE's Rebate Adder efforts partnering with some cities to administer their program funds through SVCE's existing program pathway. • Continued work with a handful of large customers to sign non-standard pricing agreements to lock in clean supply benefits and support local decarbonization projects at these sites.
Goal 8 - Engage customers and community stakeholders to build trust of SVCE and advance decarbonization. (SFA1, SFA3, SFA4)	• Staff continues to be present in the community, attending events as requested by community groups and sharing resources and information particularly getting facts out to counteract misinformation about the Air District rules. • Staff launched a refreshed and comprehensive heat pump water heater ad campaign that includes new webpages, blog posts, videos and refreshed ads that are running on Google, Meta and Nextdoor. • The MarComm team also launched an instant rebate via emailed coupon for portable induction cooktops. • Staff have been showcasing the agency's partnerships with other state and local agencies involved as partners with the multifamily affordable housing electrification retrofits program.

Goal 9 - Implement industry best practices to enable data-driven decision making across the organization; enhance systems, standards and procedures to streamline business processes and improve operational effectiveness and reliability (aka SVCE 3.0).	• The RADaR project (Repository for Analytics, Data, and Reporting) will launch in 2026. • Continued to improve our cybersecurity posture while improving our cybersecurity score. • Policies and procedures are being reviewed according to staff's internal standards.
Goal 10 - Hire, retain and develop high-performing talent via competitive benefits and rewarding work culture. (SFA5)	• SVCE's voluntary turnover rate for this year is 6.1% well below the average healthy turnover rate for public sector at 8-12%. • SVCE's current retention rate is 91%. • Human Resources continues to research benefit options and gather feedback from employees.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 3

Item 3:	**Adopt Resolutions 2026-18 and 2026-19 to Authorize the Chief Executive Officer to Execute Agreements with Firms Providing Services to Enable SVCE to Execute its Fifth Prepay and to Execute the Power Supply Contract with the California Community Choice Financing Authority and Related Supporting Agreements**
From:	Monica Padilla, CEO
Prepared by:	Amrit Singh, CFO Zak Liske, Deputy Director of Power Resources
Date:	11/13/2026

RECOMMENDATION

In support of execution of a fifth prepay transaction, staff requests that the Silicon Valley Clean Energy Board of Directors ("Board") take the following actions:

1. Adopt Resolution 2026-18 authorizing the Chief Executive Officer (CEO) to negotiate and approve or execute agreements directly or through California Community Choice Financing Authority (CCCFA) with the firms listed below for the services they will provide to enable SVCE to complete one or more energy prepayment transactions (Attachment 1).

    - PFM Financial Advisors LLC & PFM Swap Advisors - $275,000
    - Chapman & Cutler (Disclosure/Issuer's Counsel) - $225,000
    - Ballard Spahr (Bond and Tax Counsel) - $300,000
    - Moody's Investor Service Inc (Credit Rating) - $575,000[1]
    - Approve engagement with Morgan Stanley as the Underwriter / Prepay Supplier[2]

The combined fees for services provided by the firms identified above shall not exceed 1% of the bond proceeds, including ancillary services such as green bond verification, bond trustee and counsel fees, an investment advisor fee, and other miscellaneous costs such as printing.

2. Adopt Resolution 2026-19 authorizing the CEO to execute one or more Power Supply Contracts with the California Community Choice Financing Authority[3] (CCCFA) and to finalize and execute4 the related supporting agreements to enable SVCE to enter one or more approximately 30-year energy prepayment transactions. The agreements are provided as attachments in substantive form. Modifications are limited to non-substantive changes intended to clarify terms but do not change the intent or deteriorate the economics of the transaction (Attachment 2).

[1] The Moody's fee assumes that their rating fee is charged for each put bond (two in this case, one with a par amount between $300M and $500M and another with a par amount greater than $1B).

[2] CCCFA will execute a Bond Purchase Agreement with Morgan Stanley at the time of the sale of bonds, which will document these fees and bond pricing results. The other charges (Energy Service Revenue and swap fee) will be implemented later along with other Prepay transactional documents.

[3] SVCE and the other initial founding member CCAs created the CCCFA, a separate legal entity that can issue tax-exempt municipal bonds.

[4] The CCCFA will be a counterparty to many of these agreements.

The proposed resolution contains the following fifth prepay parameters.

- No more than two total prepayment transactions will be completed on behalf of SVCE pursuant to the authorizations granted by the Resolution
- The Bonds, issued by CCCFA, will not be guaranteed obligations of SVCE but will be limited obligations of CCCFA payable solely from the revenues and other amounts pledged under the Indenture as the Trust Estate, including amounts owed by SVCE under the Power Supply Contract.
- The aggregate principal amount of the Bonds shall not exceed $1,500,000,000.
- The energy savings to SVCE under the respective Power Supply Contract for the initial Bond Reset Period, including the Annual Refund (defined in the Power Supply Contract), shall be at least 8 percent.[5]
- Energy Service Revenue of $1.10/MWh.
- If any floating rate bonds are issued, Morgan Stanley may charge up to four basis points on the interest rate swap spread to mid-market for the corresponding interest rate swap.
- The commodity swap counterparty fee in the transaction shall not exceed $0.50 per MWh.

The bond proceeds will pay all the transaction costs, and the Board-designated eight percent (8%) savings target will be net of these costs.

COMMITTEE REVIEW

The Finance and Administration Committee (Committee) reviewed staff's recommendation at its October 30, 2026, meeting and unanimously recommended that the Board support staff's proposal as noted above.

BACKGROUND

SVCE has executed four prepay transactions dating back to 2021. The first deal was executed jointly with Ava Community Energy (formerly East Bay Community Energy), which was the culmination of over two years of work to establish the structure (see timeline in Attachment 1 for more detail). See Table 1 with a summary of each.

Table 1: Summary of SVCE's Executed Prepay Transactions

Prepay #	Series #	Transaction Execution	Avg MW	Load Coverage	Annual Savings	Initial Bond Pricing Period
1	2021B	September 2021	50	11%	$1.9mm	10 years
2	2023B	January 2023	55	12%	$4.7mm	6.5 years
3	2024A	January 2024	77	17%	$7.7mm	8 years
4	2025F	November 2025	45	10%	$4.6mm	8 years
				50%	**$19mm**	

The first two transactions utilized the same general structure. The third deal introduced a new mechanism to track volumes on an annual basis rather than monthly. In deals one and two, SVCE was required to meet monthly volume requirements of assigned energy from our power supply contracts. With a significant number of intermittent resources in the portfolio, it can be difficult to properly fit supply resources to the monthly Prepay volume requirements. The third deal allows for renewable resource intermittency and instead settles volumes on an annual basis. In the middle of 2024, SVCE, along with Morgan Stanley and the other key parties, modified the first two Prepays to utilize annual tracking, which provides significantly more flexibility to SVCE's portfolio management.

The fourth prepay was SVCE's first to utilize the Special Purpose Vehicle ("SPV") structure. The SPV structure unbundles the role of commodity counterparty and funding recipient, which allows SVCE to choose from among

[5] The 8 percent saving is relative to a fixed price for energy deliveries under the power supply contract that will be established at the time of the pricing of the bonds using available energy market prices and other information that will be reviewed and approved by SVCE's financial advisor, PFM Financial Advisors LLC.

different funding recipients to balance savings and credit risk. In the three prior deals, Morgan Stanley was both commodity counterparty and funding recipient. While this arrangement made sense at the time of doing those deals, SVCE believes using an SPV structure going forward helps diversify away from only Morgan Stanley as a funding recipient. As an example, in a financial crisis, if the funding recipient were to go bankrupt, the Prepay transaction would be cancelled and the savings would be lost. This is an outcome SVCE would like to minimize, and the use of the SPV structure provides that mitigation.

The goal of the prepayment transaction is to reduce the cost of power purchases on quantities delivered under the prepay structure with minimal risk to SVCE. The Prepay structure enables publicly owned utilities, including CCAs, to reduce their energy costs by financing the acquisition of long-term energy supplies with tax-exempt bonds. Attachment 3 provides an overview of the Prepay structure; this has been shared with the Finance Committee before executing our prior Prepay transactions.

ANALYSIS & DISCUSSION

SVCE has worked with these key parties for the first four Prepay Transactions for the roles defined below. SVCE worked with Ballard Spahr, the second and third Prepay transactions, but in the past year, attorneys from the firm's public finance practice have moved to a new firm, Barnes and Thornburg. Prior to the fourth Prepay Transaction, SVCE conducted competitive solicitations that resulted in selecting PFM Financial Advisors LLC and Morgan Stanley & Co. LLC. Chapman & Cutler and Barnes and Thornburg were selected to provide legal services for the fifth Prepay Transaction as continuity of legal counsel is important in being able to utilize many documents and agreements already drafted and negotiated from the prior transactions. Moody's Investor Service Inc. was selected because they have the most experience in rating Prepay Bonds of all the rating agencies.

Firm	Role	Proposed Fees
PFM Financial Advisors LLC / PFM Swap Advisors	Municipal Advisor: recommended by the Municipal Securities Rulemaking Board (MSRB) and required by CCCFA, advises prepay buyer in negotiations, and on commodity and interest rate swaps.	$275,000
Chapman & Cutler	Disclosure and Issuer's Counsel: Provides legal counsel and prepares official statement and prospectus	$225,000
Barnes and Thornburg	Bond and Tax Counsel: Represent bondholders and provide tax opinion on the transaction	$300,000
Moody's Investor Service Inc	Rating Agency: Provides the credit rating for the bonds	$575,000
Total		$1,375,000.00

These payments, except for Moody's Credit Rating fee, will be contingent on executing the Prepay transaction. To avoid the risk of stranding Moody's fees, SVCE will initiate Moody's service later when there is more certainty on successfully executing the transaction. Like the first four Prepay transactions, Morgan Stanley, the Prepay Seller, will split Moody's rating agency fee if the Prepay transaction is not executed by no fault of Morgan Stanley or SVCE.

Morgan Stanley's fee consists of the bond underwriting fee, including underwriter expenses, which shall not exceed $6.00/bond. The dollar amount of this fee will depend on the total dollar value of the bonds. For example, based on the not-to-exceed amount in the authorizing resolution of $1.5 billion in bonds, with a face value of $1,000 a bond, the underwriting fee would be a maximum of $9 million. At this time, the expected underwriting fee is $4.50/bond and expenses not to exceed $0.20/bond, but are still subject to change given deal sizing, structuring, and market conditions, which will be known closer to when the bonds are offered to the market.

The fifth Prepay Transaction will also include a commodity swap agreement with a yet-to-be-determined party. SVCE will negotiate the swap fee at levels commensurate with prior prepay transactions.

The fifth prepay transaction will entail other nominal transaction costs within the CEO's existing contracting authority. These include:

	Expected Fee for Bonds with One Maturity Date	Expected Fee for Bonds with Two Maturity Dates
Trustee (US Bank)	~$17,000	~$34,000
Trustee Counsel (US Bank Counsel)	~$35,000	~$70,000
Guaranteed Investment Contract (GIC) Bidding Agent	~$25,000	~$50,000
Green Bond Second Party Opinion (Kestrel Verifiers)	~$22,500	~$45,000 ~$23,226 for maturity date 1 bonds ~$20,726 for maturity date 2 bonds
JPA Admin Fee (CCCFA)	$25,000	$50,000
Audit/Accounting (Maher Accountancy)	$24,000	$48,000
Printing and other costs	~$14,000	~$28,000

The designated savings of eight percent are net of the transaction costs noted above.

New for the fifth prepay transaction is the option to utilize two maturity dates for the initial term of the bonds. Typically, the term is expected to be about 5 to 10 years. However, pursuing an option to use two maturity dates could result in more favorable deal economics given demand from investors that may be seeking a shorter or longer term. The introduction of two maturity dates does not significantly change the structure. The primary difference, if this option is used, is that the deal will have two series of bonds, associated documents, and reset periods. The funding recipient and other parties remain the same making this option risk neutral for SVCE relative to the prior structure. The documents associated with each bond series will be generally identical except for the reset period length, which is why there is only one set of form documents attached to this staff report. Further, because there may be more than one series of bonds, the proposed resolution authorizes one or more issuances but is still subject to the overall not-to-exceed aggregate principal amount.

The initial term of the bonds, whether in one or more series, is expected to be about 5 to 10 years each. SVCE will not execute the transaction unless, at a minimum, an energy savings discount of at least 8 percent during the initial bond period is achieved. The actual discount will depend on the spread between taxable and tax-exempt rates. At the end of the initial term, the bonds will be refinanced, and the terms of the discount will be set per a Repricing Agreement. Closer to the time of the pricing of the Bonds, the Repricing Agreement will specify a minimum energy savings threshold for the future reset periods, which is currently anticipated to be about 4 percent. As the transaction progresses, the remaining shorter tenor will place downward pressure on future discounts.

The risks to SVCE are minimal as the debt will not be recourse to SVCE. If, for any reason, the structure falls apart, the energy contract(s) assigned to the Prepay will revert to SVCE, and the loss to SVCE will be the staff time spent on the project and the future savings expected to be generated by the prepayment transaction. The initial consultant and attorney fees are all contingent upon the execution of the transaction and will be financed from the bond proceeds.

The fifth prepay transaction is expected to cover up to 18 percent of our annual load, depending on the bond offering size and supply resources used. Combined with the first four Prepays, on average, the total load coverage is expected to be around 65-70 percent. SVCE staff is conducting ongoing portfolio optimization analyses to determine how much additional load can be prepaid beyond 70 percent.

SUMMARY OF THE TRANSACTION DOCUMENTS

These are the major agreements that SVCE will sign once the Board-authorized parameters are met:

Power Supply Contract – The agreement is between SVCE and CCCFA, and it provides for the sale of clean energy from CCCFA to SVCE for the term of the prepayment (Attachment 4).

Form of Limited Assignment Agreement (Third Party) – This agreement, by and among SVCE, the counterparty to the power purchase agreement described therein, and MSCG, details the terms of the limited assignment of energy and RECs under PPAs with third parties to MSCG, for ultimate delivery to SVCE (Attachment 5).

Form of Limited Assignment Agreement (MSCG) – This agreement, by and among MSCG (as PPA seller), SVCE, CCCFA and the Prepaid Supplier, details the terms of the limited assignment of energy and RECs under PPAs with third parties to Energy Supplier, for ultimate delivery to SVCE (Attachment 6).

Letter Agreement Regarding PPA Assignments – The agreement is by and among SVCE, CCCFA, and MSCG and the Prepaid Supplier, and it details the terms of assigning PPAs that SVCE has with a current or future energy supplier (Attachment 7).

Project Administration Agreement – This agreement is between SVCE and CCCFA. The agreement sets the terms for SVCE to act on behalf of the issuer for certain matters under the prepay project documents, such as scheduling for the energy and record keeping with respect to delivery of energy and any remarketing and remediation (Attachment 8).

Memorandum of Understanding among SVCE, Morgan Stanley, and CCCFA indemnifying CCCFA against certain ratings fees should the transaction not close (Attachment 9).

The following are the major agreements of the prepayment transaction that CCCFA will execute:

Trust Indenture – This agreement is between CCCFA and the Trustee and sets forth the terms of bond issuance, rights of bondholders, and security of the cashflows of CCCFA to ensure principal and interest payments to the bondholders (Attachment 10).

Prepaid Agreement – This agreement is between CCCFA and the Prepaid Supplier (a limited liability company of which MSCG is the sole member), and it details the terms of prepayment by CCCFA to Prepaid Supplier and the flow of energy from the Prepaid Supplier to CCCFA. The terms of this agreement largely mirror those of the Power Supply Contract between SVCE and CCCFA (Attachment 11).

Repricing agreement – This agreement is between CCCFA and the Prepaid Supplier and sets the terms for remarketing and repricing of bonds at future bond repricing periods and the terms for calculation of future energy price discounts that will be offered to SVCE (Attachment 12).

Master Custodial Agreement – This agreement is among Energy Supplier, MSCG, CCCFA and a master custodian, and administers the amounts payable to the Energy Supplier under the Funding Agreement, the Energy Management Agreement, the Prepaid Agreement, the Energy Supplier Commodity Swap and certain other agreements (Attachment 13).

The following are the major agreements of the prepayment transaction to enable the SPV structure:

A&R Limited Liability Company Agreement – This is the organizational document of the Prepaid Supplier, between MSCG as sole member and an independent director, and governs how the Prepaid Supplier will be managed. SVCE will appoint one director and this agreement sets out what that director is entitled to vote on (Attachment 14).

Energy Management Agreement – This agreement is between the Energy Supplier and MSCG and sets the terms under which MSCG will act as the upstream supplier of energy to the Energy Supplier to enable the Energy Supplier to meet its energy delivery obligations and will act as the Energy Supplier's agent under the prepay project documents (Attachment 15).

Other agreements/documents:

Consolidated Custodial Agreement – This agreement is by and among SVCE, CCCFA, Morgan Stanley, MSCG, and the Custodian Bank on handling cashflows among the parties and making the required payments to the energy/PPA supplier. Note: this agreement covers cashflows for all SVCE's existing prepay transactions. As part of Prepay 5, MSCG, in collaboration with SVCE, may provide notice to the parties updating the banking information, as needed (Attachment 16).

Preliminary Official Statement (POS) - This document will be used to market the bonds and provides information on the energy prepayment transaction, including the key terms of the transaction. The Appendix A of this document includes background information on SVCE, including the formation of SVCE, service area, customers, sources of clean energy, and other information to inform bondholders on the financial and operational strength of the organization (Attachment 17).

STRATEGIC PLAN

Entering a Prepayment transaction will further Goals #4, #5, and #6 of the SVCE Strategic Plan:
Goal #4: Acquire power supply resources in a cost-effective manner to meet legislative and regulatory obligations, Board directives and customer specific products.
Goal #5: Manage and optimize power supply resources to meet affordability, GHG reduction, and reliability objectives.
Goal #6: Maintain a healthy financial position; avoid failures in management of market risk, credit risk, liquidity risk, operational risk, and enterprise risk.

FISCAL IMPACT

Like the prior four Prepay transactions, the proposed transactions can also bring significant savings to SVCE at minimal risk to SVCE. A savings of eight to ten percent could amount to approximately $6 to $7 million per year, but this will depend on transaction structure and market conditions. Actual savings will not be known until the deal closes.

The fees, as noted before, for the most part, are contingent upon the execution of the deal and carry minimal financial risk to SVCE. The credit rating agency fee with Moody's Investor Service Inc. is not contingent on executing the fifth prepay, but SVCE will only engage with the rating agency when there's more certainty in executing the transaction and will be included in the fiscal year 2027 operating budget. Morgan Stanley will also split this cost if the fifth prepay transaction, through no party's fault, fails. The payment for all the fees will be made from the bond proceeds, and the savings target established later by the Board will be net of these fees.

ATTACHMENTS

1. Draft Resolution 2026-18, authorizing the CEO to negotiate and approve or execute agreements
2. Draft Resolution 2026-19, authorizing the execution and delivery of a power supply contract and certain other documents in connection with the issuance of the California Community Choice Financing Authority clean energy project revenue bonds; and certain other actions in connection therewith
3. Agreements/Engagement Letters for Consulting and Counsel Services
4. Power Supply Contract
5. Form of Limited Assignment Agreement (Third Party)
6. Form of Limited Assignment Agreement (MSCG)
7. Letter Agreement Regarding PPA Assignments
8. Project Administration Agreement

9. Memorandum of Understanding
10. Trust Indenture
11. Prepaid Agreement
12. Repricing Agreement
13. Master Custodial Agreement
14. A&R Limited Liability Company Agreement
15. Energy Management Agreement
16. Notice to Custodian re Exhibit A and B to Consolidated Custodial Agreement
17. Preliminary Official Statement
18. Summary of the Details of the Prior Prepay Transactions and Transaction Cost Breakdown
19. Overview of the Prepay structure
20. Estimated Cost Breakdown

SILICON VALLEY CLEAN ENERGY

AUTHORITY RESOLUTION NO. 2026-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE OR RECOMMEND APPROVAL FOR CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY TO EXECUTE AGREEMENTS, AS NECESSARY, WITH BARNES AND THORNBURG LLP, CHAPMAN AND CUTLER LLP, PFM FINANCIAL ADVISORS LLC & PFM SWAP ADVISORS LLC, MORGAN STANLEY & CO. LLC AND MOODY'S INVESTOR SERVICE INC. FOR THE PROPOSED ENERGY PREPAYMENT TRANSACTION OR TRANSACTIONS

WHEREAS, The Silicon Valley Clean Energy Authority ("SVCE") was formed as a community choice aggregation agency ("CCA") on March 31, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.* (the "Act"), among the City of Campbell, City of Cupertino, City of Gilroy, City of Los Altos, Town of Los Altos Hills, Town of Los Gatos, City of Monte Sereno, City of Morgan Hill, City of Mountain View, County of Santa Clara (Unincorporated Area), City of Saratoga and City of Sunnyvale, to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The city of Milpitas, located in Santa Clara County, was added as a member of SVCE and a party to the JPA in June 2018; and

WHEREAS, in order to achieve a significant reduction in power procurement costs, SVCE is considering entering into one or more energy prepayment transactions involving the issuance of tax-exempt bonds (the "Bonds") by a third-party conduit agency for which there would be no recourse against SVCE; and

WHEREAS, Chapman and Cutler LLP was selected as proposed legal counsel for all previous prepay transactions; and

WHEREAS, Barnes and Thornburg LLP was selected as proposed legal counsel relating to the Bonds; and

WHEREAS, PFM Financial Advisors LLC & PFM Swap Advisors LLC were selected for the financial advisor roles through a solicitation issued in April 2025; and

WHEREAS, Morgan Stanley & Co. LLC was selected as the underwriter for the prepay transactions through a solicitation issued in May 2025; and

WHEREAS Moody's Investor Service Inc. was selected for the Bond credit rating service due to its unique experience evaluating similar prepayment transactions, and

WHEREAS The agreements, once negotiated, may be executed by either SVCE or the California Community Choice Financing Authority ("CCCFA"), pending further deliberation between parties; and

WHEREAS The combined fees for services provided by the firms identified above shall not exceed one percent (1%) of the amount of the proceeds of the Bonds, inclusive of other ancillary services, including green bond verification, bond trustee and counsel fees, an investment advisor fee and other miscellaneous costs such as printing.

NOW THEREFORE, the Board of Directors of the Silicon Valley Clean Energy Authority does hereby resolve, determine, and order as follows:

Section 1. The Chief Executive Officer is hereby authorized to negotiate any necessary agreements (the "Agreements") with the following firms for legal services relating to SVCE's energy prepayment transaction or transactions and issuance of the Bonds: Barnes and Thornburg LLP – roles of Bond Counsel and Tax Counsel to CCCFA, and Chapman and Cutler LLP – roles of Disclosure Counsel (including preparing the Official Statement) and special counsel to SVCE; PFM Financial Advisors LLC & PFM Swap Advisors LLC – role of Financial Advisor; Morgan Stanley & Co. LLC – role of the underwriter; and Moody's Investor Service Inc – role of bond transaction credit rating agency. The Chief Executive Officer is also authorized to execute these Agreements or authorize CCCFA to execute the Agreements in support of the prepay transaction or transactions and issuance of the Bonds. The total combined costs to SVCE for the four Agreements along with that for green bond verification, bond trustee and counsel fees, an investment advisor fee, underwriting fees and other miscellaneous costs of issuance of the Bonds, including but not limited to printing, shall not exceed 1% of the amount of the proceeds of the Bonds and the Agreements shall be approved as to form by the General Counsel to SVCE. Moody's contract to be executed closer to the transaction date to increase certainty of its need.

PASSED AND ADOPTED this 13th day of November 2026, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Hines				
City of Cupertino	Director Wang				
City of Gilroy	Director Hilton				
City of Los Altos	Director Meadows				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Barbadillo				
City of Monte Sereno	Director Mekechuk				
City of Morgan Hill	Director Turner				
City of Mountain View	Director Showalter				
County of Santa Clara	Director Lee				
City of Saratoga	Director Page				
City of Sunnyvale	Director Klein				

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Chair

ATTEST:

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Andrea Pizano, Board Secretary

Chapman Draft 10.20.26

RESOLUTION 2026-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE POWER SUPPLY CONTRACTS AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY CLEAN ENERGY PROJECT REVENUE BONDS IN ONE OR MORE SERIES; AND CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, The Silicon Valley Clean Energy Authority ("SVCE") was formed as a community choice aggregation agency ("CCA") on March 31, 2016, under the Joint Exercise of Powers Act, California Government Code sections 6500 *et seq.* (the "Act"), among the City of Campbell, City of Cupertino, City of Gilroy, City of Los Altos, Town of Los Altos Hills, Town of Los Gatos, City of Monte Sereno, City of Morgan Hill, City of Mountain View, County of Santa Clara (Unincorporated Area), City of Saratoga and City of Sunnyvale, to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The city of Milpitas, located in Santa Clara County, was added as a member of SVCE and a party to the Joint Powers Agreement (as defined below) in June 2018;

WHEREAS, California Community Choice Financing Authority (the "Issuer") is a joint powers authority established and organized under the Act, with the power and authority to enter into contracts and issue bonds to assist CCAs in financing the acquisition of supplies of clean energy;

WHEREAS, the Issuer is authorized by its Joint Powers Agreement to acquire supplies of clean energy by any means and to issue revenue bonds to finance the cost of acquisition of such supplies, and is vested with all powers necessary to accomplish the purposes for which it was created;

WHEREAS, SVCE has determined that it is desirable to acquire long-term supplies of clean energy from the Issuer;

WHEREAS, SVCE is requesting that the Issuer agree to purchase certain quantities of clean energy from one or more Delaware limited liability companies (the "Prepaid Suppliers"), the sole member of each is Morgan Stanley Capital Group Inc., a Delaware corporation ("MSCG"), on a prepaid basis (the "Projects") and to sell such clean energy to SVCE, as described herein;

WHEREAS, SVCE is requesting that the Issuer finance the costs of the Projects with the proceeds of one or more series of Clean Energy Project Revenue Bonds, with such series designation(s) as is determined by the Issuer (the "Bonds");

WHEREAS, SVCE has determined to authorize the officers of SVCE to take all necessary action to accomplish the purchase of clean energy from the Issuer and to assist the Issuer in the issuance, sale and delivery of the Bonds; and

WHEREAS, there have been made available to the Board of Directors of SVCE for approval forms of the following agreements to which SVCE is a party (collectively, the "SVCE Documents"):

1. A form of Power Supply Contract between SVCE and the Issuer;

2. Forms of Limited Assignment Agreements, by and among (i) SVCE, the counterparty to the power purchase agreement described therein, and MSCG or (ii) SVCE, the counterparty to the power purchase agreement described therein, the Issuer and the respective Prepaid Supplier;

3. A form of Letter Agreement among SVCE, the respective Prepaid Supplier, the Issuer and MSCG regarding matters relating to Assignment Agreements;

4. A form of Prepaid Energy Project Administration Agreement, by and between SVCE and the Issuer; and

5. A form of Memorandum of Understanding between SVCE and the Issuer indemnifying Issuer against certain ratings fees for each series of Bonds.

WHEREAS, there have also been made available to the Board of Directors of SVCE forms of the following additional documents relating to the Project:

1. A form of Trust Indenture (the "Indenture") between the Issuer and the respective trustee to be named therein, providing for, among other things, the issuance of and security for the respective series of Bonds;

2. Prepaid Energy Sales Agreement (the "Prepaid Agreement") between the Issuer and the respective Prepaid Supplier, providing for the delivery of the respective prepaid energy supply to the Issuer;

3. Re-Pricing Agreement (the "Re-Pricing Agreement") between the Issuer and the respective Prepaid Supplier providing for the remarketing or refunding of the respective series of Bonds from time to time and the establishment of the Monthly Discount available to SVCE under the respective Power Supply Contract from time to time during the term of the transaction; and

4. A form of Preliminary Official Statement (the "Preliminary Official Statement"), to be used in connection with the offering and sale of each respective series of Bonds, including the information relating to SVCE included in Appendix A thereto (the Indenture, the Prepaid Agreement, the Re-Pricing Agreement and the Preliminary Official Statement, together with the SVCE Documents, the "Project Documents");

NOW THEREFORE, BE IT RESOLVED by the SVCE Board of Directors, as follows:

Section 1. The proposed forms of the SVCE Documents, as made available to the Board of Directors for this meeting, are hereby approved. The form of Limited Assignment Agreement may be used, in substantially the same form, for the initial assignments of SVCE power purchase agreements, and in a similar form for additional power purchase agreements as needed to maintain the transactions approved hereby, with such changes as may be necessary to conform to the requirements of such power purchase agreement or as may be necessary to effect such assignment, and any such Limited Assignment Agreements shall be included in the SVCE Documents hereby approved. Subject to the parameters set forth in Section 4 of this Resolution, any of the Chief Executive Officer, Chief Operations Officer, Chair of the Board, the Director of Finance (each an "Authorized Officer") is hereby authorized and directed, for and on behalf of SVCE, to execute and deliver the SVCE Documents for each series of Bonds in substantially said form, with such changes and insertions therein as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. The proposed form of the Preliminary Official Statement, as made available to the Board of Directors for this meeting, is hereby approved. Any Authorized Officer is hereby authorized and directed, for and on behalf of SVCE, to execute and deliver a certificate as to the information regarding SVCE contained in each respective Preliminary Official Statement and in the final version of each respective Official Statement with such changes and insertions therein as the Authorized Officer approving the same may deem necessary or appropriate. Subject to approval by the Issuer, SVCE hereby authorizes the distribution of each Preliminary Official Statement to persons who may be interested in the purchase of the respective series of Bonds, and the delivery of each Official Statement in final form to the purchasers of the respective series of Bonds, in each case with such changes as may be approved as aforesaid.

Section 3. Each Authorized Officer is hereby authorized and directed, for and in the name and on behalf of SVCE, to execute and deliver any and all documents, including, without limitation, any tax certificates relating to its expected use of the energy to be purchased by it from the Projects, any continuing disclosure certificates or similar agreements required for the offering or sale of each respective series of Bonds, and any and all closing certificates to be executed in connection with the issuance of each respective series of Bonds and to take any and all actions which may be necessary or advisable, in the discretion of such Authorized Officers, to effectuate the actions which SVCE has approved in this Resolution, for the issuance, sale and delivery of one or more series of Bonds, and to consummate by SVCE the transactions contemplated by the SVCE Documents approved hereby and the other Project Documents presented to the Board herewith, including any subsequent amendments, waivers or consents entered into or given under or in accordance with such documents.

Section 4. The amount of the prepayment to be made under each Prepaid Agreement shall be established using the monthly quantities of energy to be delivered over

an approximately 30-year term and a fixed price determined as of the time of pricing using available market prices and other information and reviewed and approved by SVCE's financial advisor (the "Fixed Price"), discounted to present value at an agreed discount rate determined at the time of pricing. The prepaid energy will be delivered by the Issuer to SVCE under each respective Power Supply Contract at a floating day-ahead index price less a monthly discount stated in dollars per MWh (the "Monthly Discount"). Considering the foregoing, the approvals provided for herein shall be subject to the following parameters:

(a) each respective series of Bonds will not be obligations of SVCE, but will be limited obligations of the Issuer payable solely from the revenues and other amounts pledged therefor under each respective Indenture, including amounts payable by SVCE under the respective Power Supply Contracts;

(b) the aggregate principal amount of the Bonds shall not exceed $1,500,000,000;

(c) for the initial Reset Period (as defined in each Power Supply Contract), the annual cost savings relative to the Fixed Price with respect to the energy to be delivered to SVCE under each Power Supply Contract for each annual period during the initial Reset Period, taking into account the Monthly Discount and the Annual Refund (as defined in each Power Supply Contract) for each such annual period, shall be at least eight percent (8%);

(d) the energy service revenue fee in the transactions shall not exceed $1.10 per MWh;

(e) the commodity swap counterparty fee in the transactions shall not exceed $0.50 per MWh; and

(f) if any floating rate bonds are issued, Morgan Stanley shall charge no more than four basis points on the interest rate swap spread to mid-market.

Section 5. Execution and delivery of the SVCE Documents by an Authorized Officer or Officers shall be conclusive evidence that the parameters set forth in Section 4 have been met, and all actions heretofore taken by the Authorized Officers with respect to the issuance of each series of Bonds are hereby ratified, confirmed and approved.

Section 6. If the conditions set forth in Section 4 have been met, an Authorized Officer may direct the payment to professionals that provided services to SVCE in connection with the Projects. These professional services include legal counsel, bond counsel, tax counsel, Municipal Financial Advisor, Swap Advisor, and any other consultant needed to complete the transactions contemplated herein for SVCE. Payment to these professionals will be made from the proceeds of the sale of the respective series of Bonds and pursuant to the terms of the applicable agreement executed with SVCE.

Section 7. If the conditions set forth in Section 4 have been met, an Authorized Officer may direct the payment to additional vendors and/or parties to the SVCE Documents or other Project Documents to complete the issuance of each respective series of Bonds. These vendors, if any, will be paid pursuant to an agreement for services rendered in completing the issuance of each respective series of Bonds and from the proceeds of the sale of each respective series of Bonds.

Section 8. This Resolution shall take effect immediately.

ADOPTED AND APPROVED at a regular meeting of the SVCE Board of Directors on this 13th day of November, 2026.

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Hines				
City of Cupertino	Director Wang				
City of Gilroy	Director Hilton				
City of Los Altos	Director Meadows				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Barbadillo				
City of Monte Sereno	Director Mekechuk				
City of Morgan Hill	Director Turner				
City of Mountain View	Director Showalter				
County of Santa Clara	Director Lee				
City of Saratoga	Director Page				
City of Sunnyvale	Director Klein				

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Chair

Attest:

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Andrea Pizano, Board Clerk

AGREEMENT BY AND AMONG SILICON VALLEY CLEAN ENERGY AUTHORITY AND PFM FINANCIAL ADVISORS LLC PFM SWAP ADVISORS LLC

THIS AGREEMENT ("Agreement"), is entered into this __day of November, 2026, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, a joint powers authority ("SVCE") and PFM FINANCIAL ADVISORS LLC, a Delaware Limited Liability Company whose address is 222 N. Pacific Coast Hwy., 10th Floor, El Segundo, CA 90245 ("PFMFA"), together with its affiliate, PFM Swap Advisors LLC whose address is 1735 Market Street, 42nd Floor, Philadelphia PA 19103 ("PFM Affiliate" or "PFMSA"). The parties shall be collectively referred to as the "Parties" and each individually as a "Party").

PFMFA and PFM Affiliate shall both be bound to the terms and conditions of this Agreement; provided, however, that each will provide its services pursuant to a separate scope of work ("Scope of Work"), included in Exhibit "A" to this Agreement. Collectively, PFMFA and PFM Affiliate shall be referred to throughout this Agreement as "Consultant".

RECITALS:

A. SVCE is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq*.) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. SVCE and Consultant desire to enter into an agreement for Municipal Advisor and Swap Advisor services with Consultant upon the terms and conditions herein in connection with the proposed issuance of bonds by California Community Choice Financing Authority, a conduit joint powers authority ("Issuer") selected by SVCE to issue bonds (the "Bonds") as part of a prepayment transaction for the purchase of electricity.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

The term of this Agreement shall commence on [September 1, 2026 and shall terminate on the earlier of (a) the third anniversary date of this Agreement, or (b) the date of issuance of the Bonds unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference. Upon request of SVCE, Consultant or an affiliate of Consultant may agree to additional services to be provided by Consultant or an affiliate of Consultant, by a separate writing, including separate scope and compensation, between SVCE and Consultant or its respective affiliate. For the sake of clarity, any separate agreement between SVCE and an affiliate of Consultant shall not in any way be deemed an amendment or modification of

this Agreement.

3. COMPENSATION TO CONSULTANT

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed Two Hundred and Seventy-Five Thousand and 00/100 dollars ($275,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. TIME IS OF THE ESSENCE

Consultant and SVCE agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area under similar circumstances and in a manner reasonably satisfactory to SVCE and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to SVCE for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to SVCE by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by SVCE, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, SVCE may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

6. INDEPENDENT PARTIES

SVCE and Consultant intend that the relationship between them created by this Agreement is that of independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by SVCE to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from SVCE to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. Consultant shall indemnify and hold harmless SVCE and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of SVCE officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. SVCE shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to SVCE from Consultant as a result of Consultant's failure to promptly pay to SVCE any reimbursement or indemnification arising under this section.

7. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF SVCE

SVCE is organized as Joint Powers Authorities in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to Joint Powers Agreement dated December 1, 2016, and is a public entity separate from its constituent members.

SVCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of SVCE's constituent members in connection with this Agreement.

8. NON-DISCRIMINATION

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law.

9. HOLD HARMLESS AND INDEMNIFICATION

General Indemnification. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify SVCE and their elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and agents serving as independent contractors in the role of SVCE officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the negligence or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, but only to the extent of Consultant's liability, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Consultant's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

10. INSURANCE

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, the CGL shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or non-renewed before the expiration date thereof, the insurer or the Consultant affording coverage shall provide thirty (30) days' advance written notice to SVCE by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to SVCE and licensed to do insurance business in the State of California. Endorsements naming SVCE as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to SVCE, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or SVCE with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against SVCE by virtue of the payment of any loss under such insurance.

C. Failure to Secure or Maintain Insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, SVCE shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. SVCE, and its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any workers compensation, professional liability and cyber liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by SVCE are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST

Consultant warrants that it, and to its best knowledge, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff position, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written

consent of SVCE. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from SVCE under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to SVCE by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL

Unless prior written consent from SVCE is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and SVCE in the same manner and to the same extent as Consultant is bound to SVCE under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to SVCE.

14. REPORTS

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of SVCE. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to SVCE the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of SVCE, and all publication rights are reserved to SVCE. Consultant may retain a copy of any Report furnished to SVCE pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by SVCE in execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other SVCE projects as SVCE deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as SVCE may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by SVCE.

F. SVCE shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

15. RECORDS

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by SVCE that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of SVCE or its designees at all proper times, and gives SVCE the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from SVCE for all services required under this Agreement.

16. PARTY REPRESENTATIVES

The Chief Executive Officer of SVCE ("SVCE Representative") shall represent SVCE in all matters pertaining to the services to be performed under this Agreement. Michael Berwanger, Managing Director, PFM Financial Advisors LLC and George Hu, Director, PFM Swap Advisors LLC ("Consultant Representatives") shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. INFORMATION AND DOCUMENTS

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by SVCE, unless disclosure is required by law or judicial or regulatory process. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from SVCE Representative or unless requested in writing by SVCE Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within SVCE. Response to a subpoena or court order shall not be considered "voluntary," provided, to the extent not legally

prohibited, Consultant gives SVCE notice of such court order or subpoena.

B. To the extent not legally prohibited, Consultant shall promptly notify SVCE should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within SVCE. SVCE may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to reasonably cooperate with SVCE and to provide SVCE with the opportunity to review any response to discovery requests provided by Consultant. However, SVCE's right to review any such response does not imply or mean the right by SVCE to control, direct or rewrite the response.

C. In the event SVCE gives Consultant written notice of a "litigation hold", then as to all data identified in such notice, Consultant shall, at no additional cost to SVCE, isolate and preserve all such data pending receipt of further direction from SVCE.

D. Consultant agrees to comply with the confidentiality provisions set forth in Exhibit "E," attached hereto and incorporated herein by this reference.

E. Consultant's covenants under this section shall survive the expiration or termination of this Agreement.

18. NOTICES

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and SVCE's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO AUTHORITY:
298 South Sunnyvale Ave
Sunnyvale CA 94086
Attention: Chief Executive Officer

TO CONSULTANT:
PFM Financial Advisors LLC
222 N. Pacific Coast Hwy.
10th Floor
El Segundo, CA 90245
Attn: Managing Director

With a copy to:
PFM Swap Advisors LLC
1735 Market Street, 42nd Floor
Philadelphia, PA 19103
Attn: George Hu

19. TERMINATION

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be

not less than 10 days) and according to the requirements set forth in SVCE's written notice of default, and in addition to any other remedy available to SVCE by law, SVCE Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. SVCE Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

In the event of SVCE's termination of this Agreement due to no fault or failure of performance by Consultant, and subject to the ultimate issuance of the Bonds, Consultant shall be paid for services satisfactorily performed up to the effective date of termination solely from the Bond proceeds. Upon termination, Consultant shall immediately deliver to SVCE any and all copies of studies, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of SVCE. Consultant shall have no other claim against SVCE by reason of such termination, including any claim for compensation.

20. COMPLIANCE WITH LAWS

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to SVCE that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

21. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. ADVERTISEMENT

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from SVCE to do otherwise.

23. WAIVER

A waiver by SVCE of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both SVCE and Consultant.

25. AUTHORITY

The individual(s) executing this Agreement represent and warrant that they have the legal authority to do so on behalf of their respective legal entities.

26. INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. CAPTIONS AND TERMS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. SVCE'S RIGHTS TO EMPLOY OTHER CONSULTANTS

SVCE reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

29. EXHIBITS

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

30. FORCE MAJEURE

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in SVCE's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

31. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of SVCE from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. However, approval or payment by SVCE shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be

an assumption of such responsibility or liability by SVCE for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

32. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

33. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

34. NO THIRD PARTY BENEFICIARIES INTENDED

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

35. COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

36. DRAFTING PARTY

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

37. INFORMATION TO BE FURNISHED TO CONSULTANT

All information, data, reports, and records in the possession of SVCE or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to Consultant. Consultant may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

RECOMMENDED FOR APPROVAL

_____
Amrit Singh, Chief Financial Officer

PFM FINANCIAL ADVISORS LLC
A Limited Liability Company

By:_____
Name: Michael Berwanger
Title: Managing Director
Date: _____

PFM SWAP ADVISORS LLC
A Limited Liability Company

By:_____
Name: George Hu
Title: Director
Date: _____

SILLICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By:_____
Name: Monica Padilla
Title: Chief Executive Officer
Date:_____

APPROVED AS TO FORM

By:_____
Name: Michael Callahan
Title: General Counsel
Date:_____

Exhibit A
Consultant Work Orders
(See Following Pages)

WORK ORDER #1

PFM FINANCIAL ADVISORS LLC

The terms and conditions of the Agreement between SVCE, PFMFA and PFMSA are incorporated into this Scope of Services by reference.

Working with PFMSA, PFMFA will provide the following portion of the Scope of Services:

PFM Financial Advisors LLC (as Municipal Advisor)

Scope of Services Transaction Services

- **PFM will take the lead role acting as Project Manager throughout the prepay bond financing process.**
- **Documentation and Planning**
  - Develop a financing plan in concert with SVCE staff which would include recommendations as to the timing and number of series of bonds to be issued.
  - Review transaction legal documentation provide suggestions, modifications and enhancements where appropriate and assist with the negotiation of terms with associated counterparties.
  - Coordinate with SVCE staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents
  - In coordination with the deal team, develop credit rating presentation and coordinate with SVCE the overall presentation to rating agencies.
  - Assistance with putting together the necessary disclosure related to SVCE (separately and together, if and where relevant) in the disclosure documents.
  - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
- **Financial Planning and Modelling**
  - Advise as to the various financing alternatives available to SVCE staff.
  - Develop alternatives related to debt transaction including evaluation of maturity schedule and cash flow requirements.
  - Assist SVCE in the procurement of ancillary services relating to debt issuance such as printing, trustee, paying agent, registrar, etc.
  - Analyze financial and economic factors to determine if the issuance of prepayment bonds is appropriate.
  - Provide financial modeling services and comparables on deal pricing and deal economics.
  - As applicable, advise SVCE on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
  - Assist and advise SVCE in a solicitation and negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most

favorable financial terms based on existing market conditions.

FINANCIAL ADVISORY REQUIRED DISCLOSURES:

PFMFA is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If SVCE has designated PFMFA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in this Work Order #1, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFMFA shall have the right to review and approve in advance any representation of its's role as IRMA to SVCE.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFMFA's Disclosure Statement delivered to SVCE prior to or together with this Agreement.

Team Members:

Michael Berwanger, Managing Director
James Carbone, SMC
Paul Matteo, SMC
Faisal Alif, Senior Analyst
Other personnel to be assigned as necessary

WORK ORDER #2

PFM SWAP ADVISORS LLC

The terms and conditions of the Agreement between SVCE, PFMFA and PFMSA are incorporated into this Scope of Services by reference.

Working with PFMFA, PFMSA will provide the following portion of the Scope of Services:

PFM Swap Advisors LLC (as Swap Advisor and QIR)
Scope of Services Transaction Services

- PFMSA will serve SVCE as Municipal Advisor and designated Qualified Independent Representative ("QIR") in the provision of general swap advisory services related to any swap-related communication, interaction or other discussion ("Swap Communication") between SVCE and Swap Dealers (as such term is defined by the Securities and Exchange Commission ("SEC") and the Commodity Futures Trading Commission ("CFTC")). PFMSA is obligated to comply with the applicable requirements of CFTC Regulation 17 CFR 23.450(b)(1) in providing QIR services to SVCE.

- As QIR to SVCE, PFMSA will make available qualified professionals to participate in discussions and other interactions with Swap Dealers as SVCE finds necessary or desirable. Additionally, PFMSA will assist SVCE with analysis of any proposals from Swap Dealers. PFMSA may assist SVCE with other swap related tasks such as helping write a swap policy or other related analysis upon SVCE's request. PFMSA will also assist SVCE, as needed, in completing the ISDA Dodd-Frank Protocols and other matters to comply with the regulatory requirements imposed under Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- Analyze and model alternative hedge structures and provide price indications;
- Review and comment on all hedge documentation and business terms;
- Assist in counterparty selection and developing terms for a request for bids (if desired);
- Review competitive bids and make a recommendation for award or if so determined
- Negotiate the pricing terms and structure with the Counterparty(s);
- Coordinate the closing of the transaction.

SWAP ADVISORY REQUIRED DISCLOSURES

PFMSA agrees that it will not deal with itself or with any other affiliated company or individual in making purchases or sales of the swaps or any securities pursuant to this engagement, nor will it take a long or short position in securities subject to purchase or sale in connection with the Swaps. PFMSA confirms that it has no interest in the purchase or sale of the Swaps other than as described in this Work Order.

MSRB Rules require that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFMSA's Disclosure Statement delivered to SVCE prior to or together with the Agreement.

PFMSA is a registered municipal advisor with the SEC and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of the Agreement, SVCE has **not** designated PFMSA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). SVCE agrees not to represent that PFMSA is SVCE's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFMSA's prior written consent.

Team Members:

George Hu, Director
Other personnel to be assigned as necessary

Exhibit B
Schedule of Performance

Tasks will be performed at the direction of SVCE staff.

Exhibit C
Compensation

The compensation to be paid to Consultant under this Agreement, including the services provided by PFM Swap Advisors LLC, for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of Two Hundred and Seventy-Five Thousand and 00/100 dollars ($275,000.00), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to SVCE unless previously approved in writing by SVCE. Consultant compensation will be allocated between PFM Financial Advisors LLC and PFM Swap Advisors LLC based upon final known distribution of work between the two parties for their respective scopes of work.

Payment

All compensation to be paid to Consultant, including payment to PFM Swap Advisors LLC by SVCE under this Agreement shall be paid upon closing of the Bonds and shall be payable solely from the proceeds of the Bonds. In the event that the Bonds do not issue or close for any reason neither SVCE nor the Issuer shall owe any monies to Consultant for the services provided pursuant to this Agreement.

Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Travel expenses must be authorized in advance in writing by SVCE. Data costs are estimated at $5,000.

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from SVCE Representative prior to commencement of any additional services. Consultant shall submit, at SVCE Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Exhibit D
Insurance Requirements and Proof of Insurance

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE**:

(1) **Workers' Compensation**:
Statutory coverage as required by the State of California.

(2) **Liability**:
Commercial general liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

(3) **Automotive**:
Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

(4) Professional Liability
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.

(5) Privacy and Cybersecurity Liability
Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least $5,000,000 US per claim. Cyber Liability may be included in Professional Liability, while maintaining sufficient limits to satisfy the sum of the requirements in Sections 4 and 5 in this Exhibit.

Exhibit E
Confidentiality Requirements

Subject to the terms and conditions of the Agreement, current proprietary and confidential information of SVCE regarding customers of SVCE ("SVCE Customers") and/or other confidential information (collectively "Confidential Information") may be disclosed to Consultant from time to time in connection herewith solely for the purposes set forth in the Agreement. Such disclosure is subject to the following legal continuing representations and warranties by Consultant:

1. The Confidential Information disclosed to Consultant in connection herewith may include, without limitation, the following information about SVCE Customers: (a) names; (b) addresses; (c) telephone numbers and email addresses; (d) service agreement numbers and account numbers; (e) meter and other identification numbers; (f) SVCE-designated account numbers; (g) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption, HP load, and other data detailing electricity or gas needs and patterns of usage); (h) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (i) payment / deposit status; (j) number of units; and (k) other similar information specific to SVCE Customers individually or in the aggregate. Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Consultant or its representatives that are derived from or based on Confidential Information disclosed by SVCE, regardless of the form of media in which it is prepared, recorded or retained.

2. Except for electric and gas usage information provided to Consultant pursuant to this Agreement, Confidential Information does not include information that Consultant proves (a) was properly in the possession of Consultant at the time of disclosure; (b) is or becomes publicly known through no fault of Consultant, its employees or representatives; or (c) was independently developed by Consultant, its employees or representatives without access to any Confidential Information.

3. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Consultant, or used for any purpose other than the purposes set forth in the Agreement.

4. Consultant shall, at all times keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Consultant shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth in the Agreement. Specifically, Consultant shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of Consultant who have a "need to know" such Confidential Information in the course of their duties with respect to the Consultant program and who agree to be bound by the nondisclosure and

confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement. Consultant shall not disclose Confidential Information or otherwise make it available, in any form or manner, to any other person or entity that is not Consultant's employee or representative (a "Third Party"), except where that Third Party has separately entered into a nondisclosure agreement with SVCE.

5. Notwithstanding the above, Consultant may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that, to the extent not legally prohibited, Consultant notifies SVCE promptly upon receipt thereof to allow SVCE to seek protective treatment for such Confidential Information.

6. Consultant shall immediately notify SVCE if it reasonably believes that there has been unauthorized access to the Confidential Information by a non-authorized person that could reasonably result in the use, disclosure, or theft of the Confidential Information.

7. It shall be considered a material breach of this Agreement if Consultant engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Consultant understands that if SVCE finds that Consultant is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement SVCE shall promptly cease all disclosures of Confidential Information to Consultant. Consultant further understands that if SVCE receives a customer complaint about Consultant's misuse of data or other violation of the Disclosure Provisions, SVCE shall promptly cease disclosing that customer's information to Consultant and shall notify the California Public Utilities Commission of the complaint.

8. Consultant shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by SVCE directly against such employees or representatives for improper disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Consultant shall immediately notify SVCE in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this Agreement shall obligate SVCE to monitor or enforce the Consultant's compliance with the terms of this Agreement.

9. Consultant shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.

10. In addition to any other requirements set forth in the Agreement, within ten (10) business days of receipt of SVCE's written request, and at SVCE's option, Consultant will either return to SVCE all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide SVCE with written certification that all such tangible Confidential Information of SVCE has been destroyed; provided, however, the foregoing shall not include(i) such copies as Consultant is required to retain by law or regulation, (ii) copies automatically saved electronically as part of a computer disaster recovery or similar back- up system or internal document retention and business continuity policies and procedures, or (iii) materials prepared by Consultant or its advisors for its board of directors or any board committee or other applicable decision-making body to the extent such materials contain Confidential Information.

11. Consultant acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to SVCE and/or SVCE Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that SVCE shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to SVCE, in law or equity.

12. In addition to all other remedies, Consultant shall indemnify and hold harmless SVCE, its officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of Consultant and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

13. When Consultant fully performs the purposes set forth in the Agreement, or if at any time Consultant ceases performance or SVCE requires Consultant cease performance of the purposes set forth in the Agreement, Consultant shall promptly return or destroy (with written notice to SVCE itemizing the materials destroyed) all Confidential Information then in its possession at the direction of SVCE, subject to Section 10 above. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

SVCE Draft: 10.15.26

Consulting Services Agreement for Services By And Between Silicon Valley Clean Energy Authority, and Chapman and Cutler LLP

This Consulting Services Agreement ("Agreement") is made this [__] day of September 2026 ("Effective Date") by and between Silicon Valley Clean Energy Authority ("SVCE"), a joint powers authority formed under the laws of the State of California, and Chapman and Cutler LLP, an Illinois limited liability partnership ("Consultant") for the purpose of providing legal services to SVCE as more specifically set forth on Exhibit A.

Section 1. Recitals

1.1 SVCE is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") with the power to conduct its business and enter into agreements.

1.2 Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties to this Agreement, agree as follows:

Section 2. Term

The term of this Agreement is from the Effective Date of this Agreement through December 31, 2027 (the "Term"), unless extended or terminated earlier pursuant to Section 8.

Section 3. Scope of Work/Compliance with Laws and Regulations

3.1 Consultant agrees to perform the scope of work (the "Work") in Exhibit A in accordance with the compliance schedule in Exhibit B.

3.2 Consultant represents and warrants that it has the skill and expertise to perform the Work. Consultant agrees to obtain any and all necessary licenses, approvals or permits necessary to perform the Work.

3.3 Consultant and its Subconsultants must comply with all federal, state and local laws and regulations in performing the Work under this Agreement.

Section 4. Consultant Staffing

Exhibit C contains a list of Consultant's project manager and all team members. Consultant will not change or substitute the project manager or any team members or add additional team members without consultation with SVCE.

Section 5. Subconsultants

5.1 Consultant agrees to use only those Subconsultants listed on Exhibit D. Consultant shall notify SVCE within a reasonable period of time of any changes, additions, or removals of a Subconsultant.

5.2 Consultant agrees to require all Subconsultants to comply with the terms of this Agreement, including without limitation, maintaining insurance in compliance with the insurance obligations under Section 9, the Confidentiality requirements under Section 11 and indemnifying SVCE under Section 12.

Section 6. Compensation and Payment

6.1 The maximum compensation under this Agreement is $225,000.

6.2 Work under this Agreement is to be performed on a task or project basis. Consultant will submit an invoice for full payment in accordance with Exhibit E within thirty (30) days following a successful closing of the Transaction described in Exhibit A.

6.3 SVCE will not agree to pay any markups on Subconsultant Services or supplies unless such markups are included in Exhibit E, Compensation/Budget and such markups were included in Consultant's bid, if applicable.

6.4 Consultant is a U.S. based person or entity, has a permanent place of business in California and is registered with the California Secretary of State to do business in California, and will provide to SVCE a properly completed Internal Revenue Service Form W-9 before SVCE will process payment.

6.5 SVCE agrees to pay invoices within forty-five (45) days of receipt. Invoices may be sent to SVCE by U.S. mail or electronic mail. Invoices will be deemed received on the next business day following the date of transmission via electronic mail or three days after placement in the U.S. mail.

6.6 SVCE, as a Joint Powers Authority, is a separate public entity from its constituent members and will be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of SVCE's constituent members in connection with this Agreement.

Section 7. Records Retention and Ownership of Work Product

7.1 The Consultant must retain all ledgers, books of accounts, invoices, vouchers, cancelled checks, background materials, or other records relating to its performance under this Agreement for a period of three years following termination of this Agreement.

7.2 SVCE owns all rights, including without limitation, all licenses, copyrights, service marks and patents, in and to all Work Product(s), whether written or electronic, without restriction or limitation upon their use and immediately when and as created by the Consultant, any Subconsultants, or any other person engaged directly or indirectly by the Consultant to perform under this Agreement. "Work Product(s)" means all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Consultant or its Subconsultants on behalf of or for use by SVCE under this Agreement. All Work Product(s) will be considered "works made for hire," and together with any and all intellectual property rights arising from their creation will be and remain the property of SVCE without restriction or limitation upon their use, duplication or dissemination by SVCE. Consultant agrees not to obtain or attempt to obtain copyright protection in its own name for any Work Product.

Section 8. Termination

8.1 SVCE may terminate this Agreement for any reason by giving Consultant written notice. The termination notice may set the date of termination, but if no such date is given, termination is effective seven (7) days following the date of the written notice.

8.2 Upon termination for any reason, SVCE has the option of requiring the Consultant to complete work up to the date of termination or to cease work immediately. SVCE has the further option to require Consultant to provide SVCE any finished or unfinished Work or Work Product prepared by the Consultant up to the date of termination.

8.3 SVCE agrees to pay Consultant the reasonable value of services satisfactorily rendered by the Consultant to SVCE up to the date of written Notice of Termination. If SVCE authorizes Consultant to continue performing the Work through the date of termination, SVCE agrees to pay Consultant the reasonable value of services satisfactorily rendered up through the date of termination, provided such services are in compliance with the Compensation/Budget in Exhibit E.

8.4 Upon termination of this Agreement, and at no cost to SVCE, Consultant, its Subconsultants and anyone working for SVCE under control of Consultant must return all Work Product to SVCE. Consultant may only retain copies of the Work Product by express written permission of SVCE.

Section 9. Insurance

9.1 Consultant must procure, maintain and comply with the insurance requirements in Exhibit F throughout the full Term of this Agreement. Consultant must provide proof of insurance either in the form of a certificate of insurance or, if requested by SVCE, a copy of the insurance policy, prior to performing any work under this Agreement.

9.2 Consultant agrees not to terminate any of the required insurance coverage during the term of this Agreement. Consultant must give SVCE ten (10) days written notice and obtain SVCE's written approval prior to making any modifications in the insurance coverage.

9.3 Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.

Section 10. No Discrimination or Conflict of Interest

10.1 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it has not and will not discriminate against anyone based on his/her age, color religion, sex, sexual orientation, disability, race or national origin.

10.2 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it is familiar with local, state and federal conflict of interest laws, that in entering into this Agreement it is not violating any of the conflict of interest laws, that it will avoid any conflicts of interest during the term of this Agreement, and that it will notify SVCE immediately if it identifies any conflicts of interest Consultant understands that violations of this Section 10 could result in immediate termination of this Agreement and disgorgement of compensation.

10.3 In accordance with the California Political Reform Act (Cal. Gov't Code section 81000 *et seq.*), Consultant will cause each person listed on Exhibit C and any other person performing services under this Agreement to file a Form 700 within 30 days after the person begins performing services under this Agreement and subsequently on an annual basis in conformance with the requirements of the Political Reform Act by filing a copy by electronic mail and an original with SVCE at their respective email and physical delivery addresses set forth in Section 14.7. Each of the identified positions must disclose interests in accordance with SVCE Resolution No. 2020-28, Conflict of Interest Code, which may be amended from time to time. For the work currently outlined in Exhibit A, this Agreement does not require the Filing of Form 700 at this time.

Section 11. Confidentiality

11.1 Except as authorized by SVCE or as otherwise required by law, Consultant shall not disclose to any third party/ies any draft or final Work Product, discussions or written correspondence between Consultant and its Subconsultants or discussions or written correspondence between Consultant and SVCE staff. In the event Consultant receives a request from any third-party requesting disclosure of any Work Product, discussions, communications or any other information Consultant is prohibited from disclosing, Consultant will immediately notify SVCE and wait for direction from SVCE before disclosing the information.

11.2 For the purposes of this Section 11, "third parties" refers to any person or group other than SVCE staff and Board members. For example, "third parties" include community groups, Board advisory groups, other governmental agencies, other consultants or members of the community.

11.3 This Section 11 will survive the expiration or termination of this Agreement.

Section 12. Indemnity

12.1 Consultant shall indemnify and hold harmless SVCE from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses ("Claims"), arising out of any actual or alleged death or injury to any human person, or damage to any tangible real or personal property (e.g., buildings, equipment, furniture and fixtures) as a result of Consultant's negligence; provided, however, that this Subsection 12.1 shall not be construed to apply to any Claims arising out of the professional negligence or malpractice of Consultant as counsel providing the services described herein.

12.2 Consultant's obligations in Subsection 12.1 do not apply to the extent any Claim results from the sole negligence or willful misconduct of the SVCE Indemnitees, as the case may be.

12.3 Except as limited by Subsection 12.1, Consultant's obligation to defend SVCE applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.

12.4 The Consultant's obligations under Section 12 apply regardless of the existence or amount of insurance the Consultant carries or has made available to SVCE.

12.5 The Parties agree that this Section 12 survives the expiration or earlier termination of the Agreement.

Section 13. Consultant is an Independent Contractor

13.1 Consultant and its Subconsultant(s) are and at all times will be independent contractors. Consultant has complete control over its operations and employees and is not an agent or employee of SVCE and must not represent or act as SVCE's agent or employee. Consultant agrees, on behalf of itself and its employees and Subconsultants, that it does not have any rights to retirement benefits or other benefits accruing to SVCE employees, and expressly waives any claim it may have to any such rights.

13.2 As an independent contractor, Consultant has complete control over its Subconsultants, Subsuppliers, affiliates agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subconsultants"). Subject to the requirements of Section 5 of this Agreement, Consultant is solely responsible for selecting, managing and compensating its Subconsultants, and for ensuring they comply with this Agreement.

Section 14. Miscellaneous Terms and Conditions

14.1 SVCE Authority.
The respective Chief Executive Officer of SVCE and/or his or her designee is authorized to take all actions for SVCE under this Agreement, including without limitation, amendments that fall within the Chief Executive Officer's signing authority, termination or modification of terms.

14.2 Waiver.
Waiver by either party of any one or more conditions, Sections, provisions or performance of this Agreement will not be a waiver of any other provision; nor will failure to enforce a provision or Section in one instance waive the right to enforce such provision or Section in the future. In no event will payment by SVCE to Consultant constitute or be construed as a waiver by SVCE of any breach or default of this Agreement, nor will such payment prejudice any of SVCE's other rights or remedies.

14.3 Governing Law.
Consultant and SVCE agree that this Agreement will be interpreted under the laws of the State of California.

14.4 Venue.
Any litigation resulting from this Agreement will be filed and resolved by a state court in Alameda County, California, or if appropriate, the federal courts in the Northern District of California located in San Francisco.

14.5 Audit Rights.
All records or documents required to be kept pursuant to this Agreement must be made available for audit at no cost to SVCE, at any time during regular business hours, upon written request by SVCE. Copies of such records or documents shall be provided to SVCE at their respective addresses set forth in Section 14.7 unless an alternative location is mutually agreed upon.

14.6 Recitals and Exhibits.
The Recitals in Section 1 above are intentionally made a part of this Agreement. All Exhibits and any other documents incorporated by reference are a part of this Agreement.

14.7 Notices.
Any notices required to be given under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission, providing that a hard copy is also sent via U.S. mail. All notices must be sent to the addresses below:

SVCE	Attn: Monica Padilla Silicon Valley Clean Energy Authority 298 South Sunnyvale Ave Sunnyvale, CA 94086 Email: _____ Phone:
Consultant	Attn: Douglas Bird Chapman and Cutler LLP 1270 Avenue of the Americas New York, New York 10020 Email: doug.bird@chapman.com Phone: (212) 655-2519

14.8 Assignment.
Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without SVCE's prior written consent. SVCE, at its sole discretion, may void this Agreement if a violation of this provision occurs.

14.9 Integrated Agreement.
The Recitals, this Agreement and the Exhibits attached to this Agreement contain the complete understanding between SVCE and Consultant and supersedes any prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral respecting the Work up through the Effective Date of this Agreement.

14.10 Amendments.
Any and all amendments or modifications to this Agreement must be made in writing and signed by each Party before such amendment will be effective.

14.11 Government Claims Act.
Nothing in this Agreement waives the requirements to comply with the Governmental Claims Act, where applicable.

14.12 Severability.
If a court of competent jurisdiction holds any Section or part of this Agreement to be invalid or unenforceable for any reason and the Work can still be performed, the Parties agree to sever the invalid or unenforceable Section from this Agreement and that all remaining Sections or parts of this Agreement will continue to be enforceable.

14.13 Counterparts
This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and each of which will be deemed an original.

14.14 No Party Deemed Drafter
This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.

Section 15. Authorized Signatories

Consultant is a limited liability partnership organized and established under the laws of the State of Illinois, and the individual executing this Agreement is a Managing Partner of Consultant with full power and authority to bind Consultant to the terms of this Agreement.

[*signatures on following page*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

CHAPMAN AND CUTLER LLP,
a Illinois limited liability partnership

By Douglas A. Bird
_____

Title Partner

Date _____

SILICON VALLEY CLEAN ENERGY AUTHORITY

A Joint Powers Authority

By Monica Padilla
_____

Title Chief Executive Officer

Date _____

APPROVED AS TO FORM:

_____
SVCE General Counsel

LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONSULTANT STAFFING

EXHIBIT D: SUBCONSULTANTS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

Exhibit A

SCOPE OF WORK

Scope of Services:

1. Consultant will perform legal services on behalf of SVCE relating to a renewable energy prepayment transaction (the "Transaction"), including, as applicable, reviewing and commenting on documents and filings relating to the issuer, reviewing and commenting on board presentations and approvals, drafting, reviewing and negotiating applicable agreements, certificates and legal opinions, and disclosure counsel services to SVCE in connection with the marketing of the bonds to be issued to finance the Transaction.

2. As requested by the underwriter, Consultant will also prepare the forepart of the Preliminary Official Statement and final Official Statement for the bonds to be issued in connection with the Transaction.

Additional Services:

Consultant will not provide additional services outside of the services identified in Exhibit A, unless it obtains advance written authorization from the project manager or lead SVCE representatives prior to commencement of any additional services.

Exhibit B

SCHEDULE

As directed by SVCE

Exhibit C

CONSULTANT STAFFING

- Doug Bird, Partner (Project Manager)
- Jacquelyn Cerasuolo, Partner
- Helen Pennock, Senior Counsel

Exhibit D

SUBCONSULTANTS

Subconsultants are not authorized under this Agreement

Exhibit E

COMPENSATION/BUDGET

Consultant will perform the legal services referred to in paragraph 1 of Exhibit A for a fixed fee of $175,000, and will perform the legal services referred to in paragraph 2 of Exhibit A for a fixed fee of $50,000, for a total fixed fee of $225,000 (the “Fixed Fee”). The Fixed Fee will be payable solely from proceeds of the bonds at closing of the Transaction described in Exhibit A.

The maximum compensation under this Agreement is $225,000.

Exhibit F

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Consultant must procure, and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars ($2,000,000.00) per project or location. If Consultant is a limited liability company, the commercial general liability coverage must be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant must execute a declaration that it has no employees.

4) Professional Liability/Errors & Omissions Insurance with minimum limits of Two Million Dollars ($2,000,000.00) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Exhibit F must be issued by an insurer admitted to write insurance in the State of California and, except as provided in the next sentence, with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Consultant represents that it presently carries professional liability insurance in a minimum amount of $50 million per claim and an aggregate amount greater than $100 million, issued under an annual claims-made policy from Attorneys Liability Assurance Society, Inc. (*"ALAS"*). ALAS is rated "A" by Fitch. In the event Consultant no longer maintains professional liability insurance from ALAS during the term of this Agreement, Consultant will secure professional liability insurance from a company or companies with a rating not less than that maintained by ALAS or otherwise with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

C. Additional Insured/Additional Named Insured. The automobile liability policies must contain an endorsement naming SVCE, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming SVCE, its officers, employees, agents and volunteers as additional named insureds.

D. Primary and Non-Contributing. The insurance policies required under this Agreement must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to SVCE. Any insurance or self- insurance maintained by SVCE, its officers, employees, agents or volunteers, will be in excess of Consultant's insurance and will not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Agreement will not prohibit Consultant and Consultant's employees, agents or Subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against SVCE. Notwithstanding the foregoing, this Paragraph E shall not apply to any Professional Liability Insurance policy maintained by Consultant as required by clause 4 of Paragraph A, nor does Consultant waive any rights of subrogation against SVCE under any such policy.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SVCE. At SVCE's option, Consultant must either reduce or eliminate the deductibles or self- insured retentions with respect to SVCE, or Consultant must procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant agrees not to cancel any insurance coverage during the Term. Consultant further agrees not to reduce or otherwise modify the insurance policies required by this Agreement during the term of this Agreement, without the prior written approval of SVCE. The commercial general and automobile liability policies required under this Agreement must be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to SVCE. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Consultant must, within two business days of notice from the insurer, phone and notify SVCE via electronic mail and certified mail, return receipt requested, of the cancellation of or reductions to any policy.

H. SVCE Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements of this Exhibit F, SVCE may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, SVCE may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant must promptly reimburse SVCE for any premium paid by SVCE, and SVCE, in its sole discretion, may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant must furnish SVCE with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Agreement. The endorsements are subject to SVCE's approval. SVCE may request, and Consultant must provide complete, certified copies of all required insurance policies to SVCE. Consultant must maintain current endorsements on file with SVCE. Consultant must provide proof to SVCE that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant must furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant will not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify SVCE under Section 12 of this Agreement.

K. Subconsultant Insurance Requirements. Consultant's insurance coverage must include its Subconsultants or Consultant must require each of its Subconsultants that perform Work under this Agreement to maintain insurance coverage that meets all the requirements of this Exhibit F.

AGREEMENT
BY AND BETWEEN
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY AND BARNES & THORNBURG LLP

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of October**,** 2026**,** by and between California Community Choice Financing Authority ("CCCFA") and Barnes & Thornburg LLP ("Barnes & Thornburg" or "Contractor") (together, the "Parties").

RECITALS:

WHEREAS, CCCFA and Contractor wish to set forth terms under which Contractor will serve as Bond and Special Tax Counsel to CCCFA in connection with the issuance by CCCFA of one or more series of Clean Energy Project Revenue Bonds, the proceeds of which will be used to finance prepayments for clean energy to be sold to Silicon Valley Clean Energy Authority ("Participant") (the "Clean Energy Bond Transaction").

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by CCCFA, the Parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

CCCFA and Participant agree to make available all pertinent data and records for review.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide CCCFA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing CCCFA in a timely and accurate manner. Contractor shall email an invoice to CCCFA in advance of the bond issuance/closing date ("Closing") and will be paid by CCCFA on the date of Closing.

4. MAXIMUM COST TO CCCFA AND PARTICIPANT:

In no event will the cost to CCCFA or Participant for the services to be provided herein exceed the value listed in Exhibit B and all costs shall be paid as described above, subject to the approval of CCCFA's Board and Participant.

5. TERM OF AGREEMENT:

This Agreement shall commence on October [__], 2026 and shall terminate upon the Closing, unless extended by mutual agreement in writing of the Parties. Certificate(s) of Insurance must be current on the

day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

Professional liability insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CCCFA. Said policies shall remain in force through the life of this Agreement and shall be payable as set forth in Section 6.4.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, CCCFA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 RESERVED

6.2 RESERVED

6.3 RESERVED

6.4 PROFESSIONAL LIABILITY INSURANCE (*REQUIRED IF CHECKED* ☒)

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of five (5) years beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. Contractor shall maintain a policy limit of not less than $2,000,000 per claim and $4,000,000 aggregate.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of CCCFA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to CCCFA evidence of same. Nothing contained in this Agreement or otherwise stated between

the Parties shall create any legal or contractual relationship between CCCFA and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from CCCFA's obligation to make payments to Contractor. As a result, CCCFA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of CCCFA.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CCCFA shall have the right, during regular business hours and upon reasonable advance notice, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at CCCFA's option, Contractor shall provide all records within a maximum of fifteen (15) calendar days upon receipt of written notice from CCCFA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by CCCFA based on undisputed audit findings.

11. WORK PRODUCT AND CONFIDENTIALITY:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CCCFA upon payment to Contractor for such work. CCCFA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at CCCFA's expense, provide such reports, plans, studies, documents and writings to CCCFA or any party CCCFA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CCCFA. Provided, however, that Contractor's own files pertaining to the matter will be retained by Barnes & Thornburg. These Barnes & Thornburg files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Barnes & Thornburg will be transferred to the person responsible for administering its records retention program. Contractor may destroy or otherwise dispose of any such documents or other materials retained by Barnes & Thornburg within a reasonable time after the termination of the engagement.

Following termination, any nonpublic information supplied by CCCFA to Barnes & Thornburg shall be kept confidential in accordance with the applicable rules of professional conduct.

12. TERMINATION:

A. Either Party may terminate the engagement at any time for any reason by written notice, subject on Contractor's part to applicable rules of professional conduct.

B. If the Agreement is terminated prior to the Closing, Contractor shall not be entitled to compensation or reimbursement for expenses regardless of the reason for termination or the Party, if any, terminating the Agreement.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to CCCFA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. RESERVED

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CCCFA:

CCCFA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. CCCFA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CCCFA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions affecting services covered by this Agreement.

19. RELATIONSHIP OF PARTICIPANT

Although Participant has acknowledged and approved this agreement, subject to Section 20 (Conflicts of Interest) of this Agreement, BARNES & THORNBURG WILL HAVE NO ATTORNEY-CLIENT RELATIONSHIP WITH, OR FIDUCIARY OR SIMILAR DUTY OF ANY KIND TO PARTICIPANT OR TO ANY PARTY OTHER THAN THE CCCFA IN CONNECTION WITH THE MATTERS COVERED BY THIS LETTER.

20. CONFLICTS OF INTEREST

Contractor discloses that it represents many other companies and individuals in a separate capacity, including U.S. Bank Trust Company, National Association ("USB") as counsel to the trustee. Contractor

regularly represents USB in connection with other matters, including energy prepays in cases where it has served multiple roles, and anticipates representing USB here. Barnes & Thornburg does not perceive any adversity between CCCFA and USB in the Clean Energy Bond Transaction.

Notwithstanding this lack of adversity, we must inform you that, in the unlikely event the interests of CCCFA and USB become adverse in this deal in the future, Barnes & Thornburg may not be able to continue to represent you in the matter. To the extent required, Contractor will obtain conflict waivers from USB, and requests by signing below that CCCFA consents to Barnes & Thornburg representing both CCCFA and USB in this matter. To ensure the protection of all relevant confidential information related to this matter, we will set up a screen between the attorneys and professionals who represent CCCFA and the attorneys and professionals who represent USB in this matter.

Barnes & Thornburg represents many other companies and individuals, including (i) Goldman Sachs & Co. LLC, as bond underwriter on other prepay transactions involving CCCFA, and (ii) Morgan Stanley & Co. LLC, as bond underwriter on unrelated transactions and requests by signing below that CCCFA consent to such representations. It is possible that present or future clients of Barnes & Thornburg will have disputes or transactions with CCCFA. CCCFA agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for CCCFA even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of CCCFA, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to CCCFA's material disadvantage.

CCCFA acknowledges that the Barnes & Thornburg attorneys and professionals who presently represent Goldman Sachs & Co. LLC, as bond underwriter, on a concurrent prepay transaction involving CCCFA referenced in the prior paragraph, will not participate in, and will be screened from, the transaction to which this Agreement relates (this “Matter”). Barnes & Thornburg is instituting an ethical wall to prevent such attorneys and professionals from accessing any materials or confidential information relating to this Matter and from being involved in this Matter in any way.

21. INVOICES; NOTICES

Further, by signing below, you acknowledge and understand that the Participant has agreed to pay Barnes & Thornburg’s fees. However, Barnes & Thornburg is bound by Rule of Professional Conduct 1.8.6, which provides:

A lawyer shall not enter into an agreement for, charge, or accept compensation for representing a client from one other than the client unless:

A. there is no interference with the lawyer’s independent professional judgment or with the lawyer-client relationship;

B. information is protected as required by Business and Professions Code section 6068, subdivision (e)(1) and rule 1.6; and

C. the lawyer obtains the client’s informed written consent.

Accordingly, we confirm here that we do not anticipate that the payment of fees by Participant will interfere in any way with Barnes & Thornburg’s independence or professional judgment or with our lawyer-client relationship as to CCCFA. By signing where indicated below, you consent to Barnes & Thornburg’s representation of CCCFA while accepting payment from Participant.

This Agreement shall be managed and administered on CCCFA's behalf by the Contract Manager named below.

Contract Manager:	Garth Salisbury
CCCFA Address:	1125 Tamalpais Avenue
	San Rafael, CA 94901
Email Address:	notices@cccfa.org
Telephone No.:	(415) 335-6115

This Agreement shall be managed on Participant's behalf by the contact listed below, and all invoices shall be submitted by email to:

Email Address:	

Participant contact:

Participant Contact:	Monica Padilla
Participant Address:	298 South Sunnyvale Ave
	Sunnyvale, CA 94086
Email Address:	
Telephone No.:	(408) 721-5301

Notices shall be given to Contractor at the following address:

Contractor:	Ben Vernon, Barnes & Thornburg LLP
Address:	2029 Century Park East Suite 300
	Los Angeles, CA 90067
Email Address:	bvernon@btlaw.com
Telephone No.:	(424) 239-3753

22. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

☒ **Check applicable Exhibits** **CONTRACTOR'S INITIALS**

EXHIBIT A.	☒	**Scope of Services**	BV
EXHIBIT B.	☒	**Fees and Payment**	BV
EXHIBIT C.	☒	**Terms of Engagement**	BV

23. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

24. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

APPROVED BY California Community Choice Financing Authority:	Barnes & Thornburg LLP:
By: _____	By: _____
Name:_____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ACKNOWLEDGED AND AGREED:

Silicon Valley Clean Energy:

By: _____	By: _____
Title: _____	Name: _____
Date: _____	Date: _____

MODIFICATIONS TO STANDARD SHORT FORM

☒ **Standard Short Form Content Has Been Modified**

List sections affected: Sections 2, 3, 4, 5, 6, 8, 11, 12, 16, 24, added new Sections 19 (Relationship to Participant) and 20 (Conflicts of Interest), and renumbered Sections 21–24 as Sections 22–25._____
_____

Approved by CCCFA Counsel: _____ **Date**: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following Bond Counsel services as requested and directed by CCCFA staff, up to the maximum time/fees allowed under this Agreement. CCCFA may limit or expand the scope of Contractor's representation from time to time, subject to Contractor's explicit agreement of any substantial expansion of services:

Contractor will serve as Bond Counsel in connection with the issuance by CCCFA of one or more series of Clean Energy Project Revenue Bonds, the proceeds of which will be used to finance prepayments for clean energy to be sold to Silicon Valley Clean Energy Authority ("Participant") by CCCFA or a joint action agency working on CCCFA's behalf, hereinafter referred to as "CCCFA" (the "Clean Energy Bond Transaction").

In addition, Contractor shall (i) perform additional due diligence surrounding structuring an industrial prepay including how savings can be shared in light of new or proposed legislation affecting prepays, and (ii) examine the account control agreement and related lockbox documentation from certain previous prepay transactions involving CCCFA and Participant in efforts to facilitate a termination thereof.

Contractor expects to primarily staff the matter with Charlie Henck, Ben Vernon, and Andrew Wang; and Laura Cavacini, a paralegal, as needed. Subject to the Conflict Waiver and to Sections 14 (Assignment of Personnel) and 20 (Conflicts of Interest) of this Agreement, Contractor may engage other firm attorneys.

Task (1) – Contractor will prepare, negotiate, evaluate and revise certain documents to be adopted or entered into by CCCFA required to effectuate the Clean Energy Bond Transaction.

Task (2) – Contractor will attend such meetings or hearings of CCCFA and working group meetings or conference calls as CCCFA/the Participant may request.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this Agreement, CCCFA shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

- Contractor and CCCFA agree that for the services listed in Exhibit A, including all expenses, such as travel expenses, word processing charges and postage and delivery charges, Contractor shall be paid the fixed fee amount of $300,000 upon Closing. Payment to Contractor is dependent upon and subject to approval of the Closing by CCCFA's Board of Directors and Participant. In the event CCCFA's Board of Directors and/or Participant does not approve of the transaction involving the Closing, or this Agreement is terminated by either party before closing, CCCFA shall not owe any monies to Contractor for these services.

EXHIBIT C
Terms of Engagement

[SEE ATTACHED]

POWER SUPPLY CONTRACT

between

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

and

SILICON VALLEY CLEAN ENERGY AUTHORITY

Dated as of [___], 20[__]

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POWER SUPPLY CONTRACT

This Power Supply Contract (hereinafter, this "Agreement") is made and entered into as of [___], 20[__] (the "Execution Date"), by and between California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 et seq. of the California Government Code, as amended) ("Issuer") and Silicon Valley Clean Energy Authority, a joint powers authority and a community choice aggregator organized under the Laws of the State of California ("Purchaser").

W I T N E S S E T H:

WHEREAS, Issuer has planned and developed a project to acquire long-term Energy supplies from Energy Prepay [_], LLC ("Prepay LLC") pursuant to the Prepaid Energy Sales Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Prepaid Agreement") to meet a portion of the Energy supply requirements of Purchaser through an energy prepayment project (the "Clean Energy Project");

WHEREAS, Issuer will finance the prepayment under the Prepaid Agreement, and the other costs of, the Clean Energy Project by issuing the Bonds;

WHEREAS, Purchaser is a joint powers authority organized pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code and a community choice aggregator pursuant to the provisions of Section 366.2 of the California Public Utilities Code with authority to sell electricity to retail electric consumers within its service area;

WHEREAS, Purchaser is agreeable to purchasing a portion of its Energy requirements from Issuer under the terms and conditions set forth in this Agreement and Issuer is agreeable to selling to Purchaser such supplies of Energy under the terms and conditions set forth in this Agreement;

WHEREAS, [concurrently with the execution of this Agreement], Purchaser has assigned to Prepay LLC certain Assigned Rights and Obligations, including the right to receive Assigned Product, which Assigned Product will be delivered to Issuer under the Prepaid Agreement and then resold by Issuer hereunder; and

WHEREAS, as a condition precedent to the effectiveness of the Parties' obligations under this Agreement, Issuer shall have entered into the Prepaid Agreement and shall have issued the Bonds.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, Issuer and Purchaser (the "Parties" hereto; each is a "Party") agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"Affiliate" means, with respect to either Party, any entity which is a direct or indirect parent or subsidiary of such Party or which directly or indirectly (i) owns or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors or Persons performing similar functions or (b) direct or cause the direction of the management and policies, whether by contract or otherwise.

"Agreement" has the meaning specified in the preamble and shall include exhibits, recitals and attachments referenced herein and attached hereto and all amendments, supplements and modifications hereto and thereto.

"Annual Quantity" means, with respect to each Contract Year of the Delivery Period, the quantity (in MWh) of Assigned Product for such Contract Year as set forth on Exhibit A-3; provided that the Annual Quantity for any Contract Year shall be reduced by the aggregate amount of any quantities of Base Energy required to be remarketed under this Agreement for any given Contract Year.

"Annual Refund" means the annual refund, if any, provided to Purchaser and calculated pursuant to the procedures specified in Section 3.2(c).

"Applicable Rating Agencies" means, at any given time, each Rating Agency then rating the Bonds.

"Assigned Delivery Point" has the meaning specified in the applicable Assignment Agreement.

"Assigned Energy" has the meaning specified in the applicable Assignment Agreement; provided that any Assigned Energy shall be EPS Compliant Energy as set forth in the Assignment Letter Agreement.

"Assigned Paygo Quantity" means any Assigned Products delivered under this Agreement in excess of the Annual Quantity for any Contract Year.

"Assigned PPA" has the meaning specified in the Participant Custodial Agreement.

"Assigned PPA Index Adder" means the amount (in $/MWh) specified in Exhibit A-2 for each Month of the Delivery Period.

"Assigned Product" means, as applicable, PCC1 Product, PCC2 Product, Long-Term PCC1 Product, Assigned Energy, Assigned RECs and any other product included in an Assignment Agreement.

"Assigned RECs" means any RECs to be delivered to MSCG or Prepay LLC pursuant to any Assigned Rights and Obligations.

"Assigned Rights and Obligations" means a portion of Purchaser's rights and obligations under a power purchase agreement assigned pursuant to an Assignment Agreement.

"Assignment Agreement" means the Initial Assignment Agreement and any subsequent assignment agreement entered into consistent with the Assignment Letter Agreement.

"Assignment Letter Agreement" means that certain Letter Agreement, dated as of the date hereof, by and among MSCG, Prepay LLC, Issuer and Purchaser.

"Assignment Period" has the meaning specified in the applicable Assignment Agreement.

"Available Discount" means, for each Reset Period, the amount, expressed in cents per MWh (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement for such Reset Period. The Available Discount shall equal the sum of the Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period.

"Balancing Authority" has the meaning specified in the CAISO Tariff.

"Base Energy" means Firm (LD) Energy.

"Billing Date" has the meaning specified in Section 14.1(b).

"Billing Statement" has the meaning specified in Section 14.1(b).

"Bond Closing Date" means the first date on which the Bonds are issued pursuant to the Bond Indenture.

"Bond Indenture" means (i) the Trust Indenture to be entered into prior to the commencement of the Delivery Period between Issuer and the Trustee, as supplemented and amended from time to time in accordance with its terms, and (ii) any trust indenture entered into in connection with the commencement of any Interest Rate Period after the initial Interest Rate Period between Issuer and the Trustee containing substantially the same terms as the indenture described in clause (i) and which is intended to replace the indenture described in clause (i) as of the commencement of such Interest Rate Period.

"Bonds" means the bonds issued pursuant to the Bond Indenture.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a Federal Reserve Bank Holiday, (iii) any other day on which commercial banks in either New York,

New York or the State of California are authorized or required by Law to close, or (iv) any other day excluded pursuant to the Bond Indenture.

"CAISO" means California Independent System Operator or its successor.

"CAISO Tariff" means CAISO's FERC-approved tariff, as modified, amended or supplemented from time to time.

"Calculation Agent" has the meaning specified in the Re-Pricing Agreement.

"California Long-Term Contracting Requirements" means the long-term contracting requirement set forth in the Clean Energy and Pollution Reduction Act of 2015 (SB 350), California Public Utilities Code section 399.13(b), and CPUC Decision 17-06-026 and CPUC Decision 18-05-026, as may be modified by subsequent decision of the California Public Utilities Commission or by other Law.

"CCA Revenues" means all charges received for, and all other income and receipts derived by Purchaser from, the operation of its CCA System, including income derived from the sale of electric energy by its CCA System.

"CCA System" means Purchaser's community choice aggregation program that provides electric energy supply service to retail customers located with its service area.

"Claiming Party" has the meaning specified in Section 11.1.

"Claims" means all claims or actions, threatened or filed, that directly or indirectly relate to the indemnities provided herein, and the resulting losses, damages, expenses, attorneys' fees, experts' fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Clean Energy Project" has the meaning specified in the recitals.

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

"Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any purchase or sale or other action required to be made, attempted or taken by a Party under this Agreement, such efforts as a reasonably prudent Person would undertake for the protection of its own interest under the conditions affecting such purchase or sale or other action, including without limitation, the amount of notice of the need to take such action, the duration and type of the purchase or sale or other action, the competitive environment in which such purchase or sale or other action occurs, and the risk to the Party required to take such action.

"Contract Price" means (i) with respect to Monthly Projected Quantities, (A) [the Day-Ahead Average Price during any EPS Energy Period,] minus (B) the Monthly Discount; and (ii) with respect to Monthly Excess Quantities and Assigned Paygo Quantities, the Day-Ahead Average Price during any EPS Energy Period. For the avoidance of doubt, the Contract Price for Assigned Energy is inclusive of any amounts due in respect of other Assigned Products.

"Contract Quantity" means (i) with respect to Base Energy, the Hourly Quantity of Base Energy set forth in Exhibit A-1 for any Month, (ii) with respect to Assigned Energy, the Monthly Projected Quantity of Assigned Energy set forth in Exhibit A-2 for any Month, as such Exhibit A-1 and Exhibit A-2 shall be updated from time to time in accordance with Section 6.2 and (iii) with respect to the Annual Quantity, the Annual Quantity of Assigned Energy set forth in Exhibit A-3.

"Contract Year" means each period of 12 Months from January 1 until December 31 during the Delivery Period; provided that (x) the initial Contract Year shall be a pro-rated five Month period from [___], 20[__] until [___], 20[__] and (y) the Annual Quantity for 20[__] set forth in Exhibit A-3 reflects the pro-rated Annual Quantity for such five Month period in 20[__].

"Day-Ahead Average Price" means, for any Assigned Energy during any EPS Energy Period, the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Assigned PPA Index Adder for the relevant Month. As used in this definition, "Pricing Interval" means each unit of time for which CAISO establishes a separate price.

"Day-Ahead Market Price" means The Day Ahead Market or Locational Marginal Price for the Energy Delivery Point for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by such independent system operator or other entity in accordance with its rules.

"Default Rate" means, as of any date of determination, the lesser of (a) the sum of (i) the rate of interest per annum quoted in The Wall Street Journal (Eastern Edition) under the "Money Rates" section as the "Prime Rate" for such date of determination, plus (ii) one percent per annum, or (b) if a lower maximum rate is imposed by applicable Law, such maximum lawful rate.

"Delivery Hours" means each Hour commencing at 00:00 (PPT) on the first day of the Delivery Period, and each Hour thereafter during the Delivery Period.

"Delivery Period" means the period beginning on [___], 20[__] and ending on [___], 20[__]; provided that the Delivery Period shall end immediately upon the effective termination date of the Prepaid Agreement or early termination of this Agreement pursuant to Article XVII hereof.

"Delivery Point" means (i) the applicable Energy Delivery Point for Base Energy and (ii) the applicable Assigned Delivery Point(s) for Assigned Energy (as set forth in Exhibits A-1 and A-2, respectively).

"Eligible Renewable Energy Resource" has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in MWhs.

"Energy Delivery Point" has the meaning specified in Exhibit A-1.

"EPS" means California's Emissions Performance Standards, as set forth in Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, and any successor Law.

"EPS Compliant Energy" means Energy that Purchaser can contract for and purchase in compliance with EPS requirements that are applicable to Purchaser.

"EPS Energy Period" means the Initial EPS Energy Period[s] and any subsequent EPS Energy Period established by a future assignment of a power purchase agreement consistent with the Assignment Letter Agreement.

"Execution Date" has the meaning specified in the preamble.

"Federal Tax Certificate" means the executed Federal Tax Certificate delivered by Purchaser in the form attached as Exhibit D.

"FERC" means the Federal Energy Regulatory Commission and any successor thereto.

"Firm (LD)" means, with respect to the obligation to deliver Energy, that either Party shall be relieved of its obligations to sell and deliver or purchase and receive without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Purchaser's markets; (ii) Purchaser's inability economically to use or resell the Energy purchased hereunder; (iii) the loss or failure of Issuer's supply except if such loss or failure results from curtailment by a Transmission Provider; or (iv) Issuer's ability to sell the Energy at a higher price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (a) such Party has contracted for firm transmission with such Transmission Provider for the Energy to be delivered to or received at the Delivery Point and (b) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; *provided*, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that Force Majeure as defined in the first sentence hereof has occurred. Notwithstanding the foregoing or anything to the contrary herein, (I) any invocation of Force Majeure by Prepay LLC under the Prepaid Agreement shall constitute Force Majeure in respect of Issuer hereunder; (II) to the extent that (x) a PPA Supplier fails to deliver any Assigned Energy and claims force majeure with respect to such failure to deliver or (y) a PPA Supplier otherwise is unable to deliver any portion of the Annual Quantity due to an event that would be considered Force Majeure under

this Agreement if it affected Issuer directly, then such event shall be deemed to constitute Force Majeure in respect of Issuer hereunder; and (III) to the extent that an Assignment Agreement is terminated early, such termination shall constitute Force Majeure with respect to Issuer until the earlier of (A) the commencement of an "Assignment Period" under a replacement Assignment Agreement, (B) the commencement of the delivery of EPS Compliant Energy procured by MSCG consistent with the Assignment Letter Agreement or (C) the end of the second Month following the Month in which such early termination occurs.

"Government Agency" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"Hour" means each 60-minute period commencing at 00:00 PPT during the Delivery Period. The term "Hourly" shall be construed accordingly.

"Hourly Quantity" means, with respect to each Delivery Hour during the Delivery Period, the quantity (in MW) of Base Energy set forth on Exhibit A-1 for the Month in which such Delivery Hour occurs (as such Exhibit A-1 may be updated from time to time in accordance with Section 6.2).

["Initial Assignment Agreement" means those certain Limited Assignment Agreement[s] dated as of [___], 20[__], by and among Purchaser, MSCG and the Initial PPA Supplier[s], as from time to time amended, restated, supplemented or otherwise modified.][1]

"Initial EPS Energy Period" means the "Assignment Period" as defined in the Initial Assignment Agreement.

["Initial PPA Supplier" means [PPA Supplier].]

"Initial Reset Period" means the period beginning on [___], 20[__] and ending on [___], 20[__].

"Interest Rate Period" has the meaning specified in the Bond Indenture.

"Issuer" has the meaning specified in the preamble.

"Issuer Default" has the meaning specified in Section 17.1.

"Law" means any statute, law, rule or regulation or any judicial or administrative interpretation thereof having the effect of the foregoing enacted, promulgated, or issued by a Government Agency whether in effect as of the Execution Date or at any time in the future.

"Long-Term PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1, and the California Long-Term Contracting

[1] NTD: Initial Assignment Agreements subject to confirmation.

Requirements, to be delivered to MSCG, Prepay LLC or any successors thereto pursuant to any Assigned Rights and Obligations.

"Minimum Discount" means no less than [$___] per MWh for each Reset Period after the Initial Reset Period. Such amount is inclusive of any projected Annual Refund.

"Month" means, during the Delivery Period, a calendar month. The term "Monthly" shall be construed accordingly.

"Monthly Discount" means (i) for the Initial Reset Period, an amount (when taken together with any Annual Refund) that is not less than the Minimum Discount and is specified in Exhibit F, which Exhibit F shall be provided by Issuer to Purchaser on the Bond Closing Date, and (ii) for each subsequent Reset Period, a portion of the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-Pricing Agreement and set forth in an updated Exhibit F provided by Issuer after such determination.

"Monthly Excess Quantity" means, for any Month, the amount, if any, by which the total quantity (in MWh) of Assigned Product delivered under an Assigned PPA in such Month exceeds the Monthly Projected Quantity for such Assigned PPA for such Month.

"Monthly Projected Quantity" means, with respect to each Assigned PPA and each Month of the Assignment Period for each Assigned PPA, the quantity (in MWh) of Assigned Product for such Month as set forth on Exhibit A-2 for such Assigned PPA (as such Exhibit A-2 may be updated from time to time in accordance with Section 6.2).

"MSCG" means Morgan Stanley Capital Group Inc., a Delaware corporation.

"MWh" means megawatt-hour.

"Non-Priority Energy" means Energy that is not Priority Energy.

"Participant Custodial Agreement" means that certain Consolidated PPA Custodial Agreement, dated as of May 7, 2026, by and among Purchaser, Issuer, Morgan Stanley Energy Structuring, L.L.C., MSCG and the Participant Custodian, as from time to time amended, restated, supplemented or otherwise modified.

"Participant Custodian" means U.S. Bank Trust Company, National Association, a national banking association or any successor thereto.

"Party" has the meaning specified in the recitals.

"PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1 to be delivered to MSCG, Prepay LLC or any successors thereto pursuant to any Assigned Rights and Obligations.

"PCC2 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 2 to be delivered to MSCG, Prepay LLC or any successors thereto pursuant to any Assigned Rights and Obligations.

"Person" means any individual, limited liability company, corporation, partnership, joint venture, trust, unincorporated organization or Government Agency.

"Portfolio Content Category 1" or "PCC1" means any Renewable Energy Credit associated with the generation of electricity from an "Eligible Renewable Energy Resource" consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

"Portfolio Content Category 2" or "PCC2" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

"Potential Remarketing Event" has the meaning specified in Section 3.4(b).

"PPA Supplier" means the [Initial PPA Supplier] and any subsequent supplier who enters into an Assignment Agreement consistent with the terms of the Assignment Letter Agreement.

"PPT" means Pacific Prevailing Time.

"Prepaid Agreement" has the meaning specified in the recitals.

"Prepay LLC" has the meaning specified in the recitals.

"Priority Energy" means the Contract Quantity to be purchased by Purchaser under this Agreement, together with Energy that Purchaser is obligated to take under a long-term agreement, which Energy either (i) has been purchased by Purchaser or a joint action agency in a prepayment transaction using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from gross income for federal income tax purposes, or (ii) is generated using capacity that was constructed using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from gross income for federal income tax purposes (provided that, with respect to clause (ii), Priority Energy shall not include Energy that is generated using capacity that was wholly or partially financed through the monetization of renewable tax credits, whether such monetization is accomplished through a tax equity investment or otherwise, or that is generated from federally owned and operated hydroelectric facilities, including through the United States Army Corps of Engineers and the United States Bureau of Reclamation, and marketed by the Bonneville Power Administration or the Western Area Power Administration).

"Project Participant" has the meaning specified in the Bond Indenture.

"Purchaser" has the meaning specified in the preamble.

"Purchaser Default" has the meaning specified in Section 17.2.

"Purchaser's Statement" has the meaning specified in Section 14.1(a).

"Qualifying Use Requirements" means, with respect to any Energy delivered under this Agreement, such Energy is used (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate attached as Exhibit D.

"Rating Agency" has the meaning specified in the Bond Indenture.

"Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of the Bond Closing Date, by and between Issuer and Prepay LLC.

"Remarketing Termination Deadline" means, for any Reset Period, the last date and time by which the Purchaser may provide a Remarketing Termination Notice, which shall be 4:00 p.m. PPT on the 10th day of the Month (or, if such day is not a Business Day, the next succeeding Business Day) prior to the first delivery Month of a Reset Period with respect to which a Potential Remarketing Event has occurred.

"Remarketing Termination Notice" has the meaning specified in Section 3.4(b).

"Renewable Energy Credit" or "REC" has the meaning specified for "Renewable Energy Credit" in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Reset Period" means each "Reset Period" under the Re-Pricing Agreement.

"Reset Period Notice" has the meaning specified in Section 3.4(a).

"RPS" means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, inter alia, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

"Schedule", "Scheduled" or "Scheduling" means the actions of Issuer, Purchaser and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered during any given portion of the Delivery Period at a specified Delivery Point.

"Transmission Provider(s)" means any entity or entities transmitting or transporting Energy on behalf of Issuer or Purchaser to or from the Delivery Point.

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association, and its successors as Trustee under the Bond Indenture.

"Voided Remarketing Termination Notice" has the meaning specified in Section 3.4(b).

"WREGIS" means the Western Renewable Energy Generation Information System or its successor.

Section 1.2 Definitions; Interpretation. References to "Articles," "Sections," "Schedules" and "Exhibits" shall be to Articles, Sections, Schedules and Exhibits, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the scope of such general statement, term or matter. Any reference herein to any agreement or document includes all amendments, supplements or restatements to and of such agreement or document as may occur from time to time, and any reference to a party to any such agreement includes all successors and assigns of such party thereunder permitted by the terms hereof and thereof.

ARTICLE II
EXECUTION DATE AND DELIVERY PERIOD; NATURE OF CLEAN ENERGY PROJECT

Section 2.1 Execution Date; Delivery Period. Unless this Agreement is terminated pursuant to Article XVII, delivery of Energy under this Agreement shall commence and continue for the Delivery Period.

Section 2.2 Termination Due to Failure to Issue Bonds. Each Party shall have a right to terminate this Agreement with the effect that this Agreement shall be of no further force or effect and the Parties shall have no rights or obligations hereunder if the Bonds are not issued on or before the [Prepayment Outside Date] (as defined in the Prepaid Agreement).

Section 2.3 Nature of Clean Energy Project. Purchaser acknowledges and agrees that Issuer will meet its obligations to provide Energy to Purchaser under this Agreement exclusively through its purchase of long-term supplies of Energy from Prepay LLC pursuant to the Clean Energy Project and that Issuer is financing its purchase of such long-term supplies through the issuance of the Bonds.

Section 2.4 Pledge of this Agreement. Purchaser acknowledges and agrees that Issuer will pledge its right, title, and interest under this Agreement and the revenues to be received under this Agreement to secure Issuer's obligations under the Bond Indenture.

ARTICLE III
SALE AND PURCHASE

Section 3.1 Sale and Purchase of Energy. Issuer agrees to sell and deliver or cause to be delivered to Purchaser, and Purchaser agrees to purchase and take or cause to be taken from

Issuer, in each case, on a Firm (LD) basis, the Contract Quantity of Energy pursuant to the terms and conditions set forth in this Agreement. The Parties acknowledge and agree that Issuer's delivery obligation for (i) Assigned Products will be measured on an annual basis and (ii) Base Energy will be measured on an Hourly basis, as reflected in the definition of Contract Quantity and further set forth in the terms of this Agreement.

Section 3.2 Payments.

(a) For each MWh of Assigned Product delivered to Purchaser, Purchaser shall pay Issuer the applicable Contract Price, provided that (x) Issuer shall owe a payment to Purchaser to the extent that the Contract Price for Energy delivered is negative and (y) Purchaser's payment of the [Retained Payment Amount] (as defined in the Participant Custodial Agreement) to the Participant Custodian consistent with the terms of the Participant Custodial Agreement shall satisfy Purchaser's obligations hereunder with respect to Monthly Excess Quantities and Assigned Paygo Quantities, as applicable.

(b) [RESERVED]

(c) During the term of this Agreement, promptly following completion of the annual audit of Issuer's financial statements at the end of each fiscal year (currently the twelve-month period ending December 31), Issuer shall compare its revenues (as determined in accordance with the Bond Indenture) and expenses under the Clean Energy Project for that fiscal year. If this annual comparison demonstrates that such revenues exceeded such expenses during the applicable fiscal year and there are amounts on deposit in the fund established by the Bond Indenture available for such purpose, then Issuer shall make refunds to Purchaser in the amount available after making allowances for any necessary and appropriate reserves and contingencies (including but not limited to amounts deemed reasonably necessary by Issuer to fund any working capital reserve and to reserve or account for unfunded liabilities, including future sinking fund or other principal amortization of the Bonds). As of the Execution Date, the projected Annual Refund for the Initial Reset Period is [$___] per MWh.

Section 3.3 No Obligation to Take Base Energy. Notwithstanding anything to the contrary in this Agreement, Purchaser shall not be required to purchase and receive any Base Energy hereunder, and Issuer shall cause Prepay LLC to remarket any portion of the Contract Quantity that is Base Energy pursuant to the provisions of Exhibit C to the Prepaid Agreement.

Section 3.4 Reset Period Remarketing.

(a) Reset Period Notice. For each Reset Period, Issuer shall provide to Purchaser, at least ten (10) days prior to the Remarketing Termination Deadline, formal written notice (a "Reset Period Notice") setting forth (i) the duration of such Reset Period, (ii) the [Estimated Available Discount] (as defined in the Re-Pricing Agreement) for such Reset Period, and (iii) the applicable Remarketing Termination Deadline. Issuer may thereafter update such notice at any time prior to the Remarketing Termination Deadline and may extend the Remarketing Termination Deadline only to the extent consented to in writing by Prepay LLC.

(b) Remarketing Termination. If the Reset Period Notice (or any update thereto) indicates that the Available Discount in such notice is not at least equal to the Minimum

Discount for that Reset Period, then: (i) a "Potential Remarketing Termination Event" shall be deemed to exist, and (ii) Purchaser may, not later than the Remarketing Termination Deadline, issue a written notice in the form attached hereto as Exhibit C (a "Remarketing Termination Notice") to Issuer, Prepay LLC and the Trustee electing for this Agreement and the Assignment Agreements to be terminated; *provided*, however, if the Issuer and Prepay LLC are able to achieve an actual Available Discount, as finally determined under the Re-Pricing Agreement, that is equal to or greater than the Minimum Discount, then Purchaser's Remarketing Termination Notice shall be void (any such notice, a "Voided Remarketing Termination Notice"), and this Agreement and the Assignment Agreements shall remain in full force and effect for such Reset Period. For the avoidance of doubt, in the event that Purchaser issues a Remarketing Termination Notice (other than a Voided Remarketing Termination Notice), any rights and obligations assigned to Prepay LLC or MSCG, as applicable, under the Initial Assignment Agreement or a subsequent Assignment Agreement including, without limitation, the right to receive Assigned Energy, shall revert to Purchaser as of the end of the Initial Reset Period or the then-current Reset Period, as applicable.

(c) Final Determination of Available Discount. The Parties acknowledge and agree that the final Available Discount for any Reset Period following the Initial Reset Period will be determined on the applicable Re-Pricing Date (as defined in the Re-Pricing Agreement), and that such Available Discount may differ from the estimate or estimates of such Available Discount provided to Purchaser prior to the applicable Remarketing Termination Deadline. Accordingly, the Parties agree that:

(i) the Available Discount for any Reset Period will not be less than the Minimum Discount applicable to such Reset Period, unless Issuer has provided notice of a Potential Remarketing Event to Purchaser in accordance with Section 3.4(b); and

(ii) if Purchaser receives notice of a Potential Remarketing Event and has not provided a Remarketing Termination Notice prior to the applicable Remarketing Termination Deadline, Purchaser shall be deemed to have elected to continue to purchase and receive its Contract Quantity at a Contract Price that reflects the Monthly Discount portion of the Available Discount as finally determined on the applicable Re-Pricing Date, plus Purchaser's right to its share of Annual Refunds, if any, and all delivery and purchase obligations under this Agreement shall continue in full force and effect for the applicable Reset Period.

(d) Reduction of Contract Quantity. The Parties recognize and agree that the Contract Quantity may be reduced in a Reset Period pursuant to the re-pricing methodology described in the Re-Pricing Agreement if necessary to achieve a successful remarketing of the Bonds. The Parties agree further that if, pursuant to the Re-Pricing Agreement, Issuer and the Calculation Agent determine in connection with the establishment of any new Reset Period that: (i) such Reset Period will be the final Reset Period and (ii) such Reset Period will end prior to the end of the original Delivery Period, then (A) Issuer will notify Purchaser, (B) the Delivery Period will be deemed to be modified so that it ends at the end of such Reset Period, and (C) the Contract Quantity for the last Month in such Reset Period may be reduced as provided in the Re-Pricing Agreement.

ARTICLE IV
FAILURE TO DELIVER OR TAKE ENERGY

Notwithstanding anything herein to the contrary, neither Purchaser nor Issuer shall have any liability or other obligation to one another for any failure to Schedule, take, or deliver Assigned Product.

ARTICLE V
TRANSMISSION AND DELIVERY; COMMUNICATIONS

Section 5.1 Delivery of Energy. All Assigned Energy delivered under this Agreement shall be Scheduled at the applicable Assigned Delivery Point and in accordance with the terms of the applicable Assignment Agreement. All other Assigned Product shall be delivered consistent with the terms of the applicable Assignment Agreement. Except as set forth in the two foregoing sentences, Purchaser and Issuer shall have no liability or obligations under this Article V with respect to Assigned Product.

Section 5.2 Scheduling. Scheduling of Assigned Energy shall be in accordance with the applicable Assignment Agreement.

Section 5.3 Title and Risk of Loss. Title to the Energy delivered under this Agreement and risk of loss shall pass from Issuer to Purchaser at the Assigned Delivery Point. The transfer of title and risk of loss for all Assigned Product other than Assigned Energy shall be in accordance with the applicable Assignment Agreement; provided that all Assignment Agreements shall provide for the transfer of Renewable Energy Credits in accordance with WREGIS.

Section 5.4 PCC1 Product, Long-Term PCC1 Product, and PCC2 Product. To the extent that any Assigned Product is PCC1 Product, Long-Term PCC1 Product, or PCC2 Product the following provisions apply:

(a) Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Clean Energy Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Clean Energy Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**. As used above, "Seller" means "Issuer", Buyer means "Purchaser", and any other capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(b) Transfer of Renewable Energy Credits. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public

Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**. As used above, "Seller" means "Issuer", Buyer means "Purchaser", and any other capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(c) Tracking of RECs in WREGIS. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025].** As used above, "Seller" means "Issuer", Buyer means "Purchaser", and any other capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(d) Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009].**

(e) Issuer Representations and Warranties.

Issuer represents and warrants:

(i) Issuer has the right to sell the Assigned Product from the Applicable Project;

(ii) Issuer has not sold the Assigned Product or any REC or other attributes of the Assigned Product to be transferred to Purchaser to any other person or entity;

(iii) the Energy component of the Assigned Product produced by the Applicable Project and purchased by Issuer for resale to Purchaser hereunder is not being sold by Issuer back to the Applicable Project or PPA Supplier;

(iv) Assigned Energy and Assigned RECs to be purchased and sold pursuant to this Agreement are not committed to another party;

(v) the Assigned Product is free and clear of all liens or other encumbrances;

(vi) Issuer will deliver to Purchaser all Assigned Energy and associated RECs generated by the Applicable Project for PCC1 Product in compliance with the requirements set forth in California Public Utilities Code 399.16(b)(1) and the California RPS compliance requirements for Portfolio Content Category 2 as set forth in CPUC Decision 11-12-052, if applicable;

(vii) Issuer will deliver to Purchaser all Assigned Energy and associated RECs generated by the Applicable Project for PCC2 Product in compliance with the requirements set forth in California Public Utilities Code 399.16(b)(2) and the California RPS compliance requirements for Portfolio Content Category 2 as set forth in CPUC Decision 11-12-052, if applicable;

(viii) Issuer will deliver to Purchaser all Assigned Energy and associated RECs generated by the Applicable Project for Long-Term PCC1 Product in compliance with the California Long-Term Contracting Requirements, if applicable;

(ix) the Assigned Product supplied to Purchaser under this Agreement that is Long-Term PCC1 Product will be sourced solely from Applicable Projects that have an Assignment Period of ten (10) years or more in length, or otherwise in compliance with the California Long Term Contracting Requirements; and

(x) Issuer will cooperate and work with Purchaser, the CEC, and/or the CPUC to provide any documentation required by the CPUC or CEC to support the Product's classification as Portfolio Content Category 1 or Portfolio Content Category 2, as applicable, as set forth in California Public Utilities Code Section 399.16(b)(1) or 399.16(b)(2), as applicable, and compliance with the California Long-Term Contracting Requirements, if applicable.

Issuer further represents and warrants to Purchaser that, to the extent that the PCC1 Product sold by Issuer is a resale of part or all of a contract between Issuer and one or more third parties, Issuer represents, warrants and covenants that the resale complies with the following conditions in (i) through (iv) below during the Assignment Period and throughout the generation period:

(i) the original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(1);

(ii) this Agreement transfers only electricity and RECs that have not yet been generated prior to the Assignment Period;

(iii) the electricity transferred by this Agreement is transferred to Purchaser in real time; and

(iv) if the Applicable Project has an agreement to dynamically transfer electricity to a California balancing authority, the transactions implemented under this Agreement are not contrary to any condition imposed by a balancing authority participating in the dynamic transfer arrangement.

Issuer further represents and warrants to Purchaser that, to the extent that the PCC2 Product sold by Issuer is a resale of part or all of a contract between Issuer and one or more third parties, Issuer represents, warrants and covenants that the resale

complies with the following conditions in (i) through (v) below during the Assignment Period and throughout the generation period:

(i) the original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(2);

(ii) this Agreement transfers only electricity and RECs that have not yet been generated prior to the Assignment Period;

(iii) this Agreement transfers the original arrangement for substitute electricity (e.g., source and quantity);

(iv) this Agreement retains the scheduling of the substitute electricity into a California balancing authority as set out in the original firming and shaping transaction; and

(v) this Agreement continues to provide incremental electricity scheduled into a California balancing authority.

(f) Subsequent Changes in Law. In the event that the qualifications or requirements of the RPS program, PCC1 Product, PCC2 Product or the California Long-Term Contracting Requirements change, Issuer shall take commercially reasonable actions to meet the amended qualifications or requirements of the RPS Law, PCC1 Product, PCC2 Product or the California Long-Term Contracting Requirements but will not be required to incur any unreimbursed costs to comply with the RPS Law, PCC1, PCC2 or the California Long-Term Contracting Requirements, collectively.

(g) Limitations. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree as follows:

(i) Issuer has relied exclusively upon the representations and warranties of each respective seller set forth in the Assignment Agreements in making the representations and warranties set forth in this Section 5.4 and has not performed any independent investigation with respect thereto;

(ii) Prepay LLC has agreed under the Prepaid Agreement to terminate or cause MSCG to terminate the applicable Assignment Period in the event that any representation or warranty in this Section 5.4 proves to be incorrect in any respect; and

(iii) Purchaser agrees that its sole recourse for any breach of the provisions of this Section 5.4 shall be the termination of the applicable Assignment Period and Purchaser shall have no other recourse against Issuer or remedies under this Agreement.

Section 5.5 Deliveries within CAISO or Another Balancing Authority. The Parties acknowledge that Energy delivered by Issuer at a Delivery Point within CAISO or another Balancing Authority will be delivered in accordance with the CAISO Tariff and rules of the

Balancing Authority as applicable. Scheduling such Energy in accordance with the requirements of the applicable Energy into the applicable Balancing Authority shall constitute delivery of such Energy to Purchaser hereunder.

Section 5.6 Assigned Products. Notwithstanding anything to the contrary herein, the Parties shall have no liability under this Article V with respect to any Assigned Products.

ARTICLE VI
PARTIAL ASSIGNMENTS OF PPAS

Section 6.1 Future PPA Assignments. [In connection with the expiration or termination of an EPS Energy Period], each of the Parties agrees to satisfy its obligations under the Assignment Letter Agreement, including but not limited to (a) Purchaser's obligation to exercise Commercially Reasonable Efforts to assign a portion of Purchaser's rights and obligations under a power purchase agreement under which Project Participant is purchasing EPS Compliant Energy to MSCG or Prepay LLC pursuant to an Assignment Agreement and (b) the Parties' obligations to cooperate in good faith with MSCG and Prepay LLC with respect to any proposed assignments.

Section 6.2 Updates to Exhibits A-1 and A-2.

(a) To the extent that an EPS Energy Period terminates or expires and Assigned Energy is not available for delivery immediately following (i) the end of the period for which Force Majeure is deemed to occur in the event of an early termination of an EPS Energy Period or (ii) the expiration of an EPS Energy Period, the Parties shall update (A) Exhibit A-1 to reflect an increase in the Hourly Quantities of Base Energy and (B) Exhibit A-2 to reflect a decrease in the Monthly Projected Quantities associated with the relevant Assigned PPA, in each case, in an amount equal to the Assigned Energy associated with the EPS Energy Period that terminated or expired. For the avoidance of doubt, any updates to Exhibits A-1 and A-2 due to an early termination of an EPS Energy Period shall be effective as of the earlier of (1) the commencement of an Assignment Period under a replacement Assignment Agreement or (2) the start of the third Month following the Month in which such early termination occurs.

(b) In connection with the execution of any subsequent Assignment Agreement, the Parties shall update Exhibits A-1 and A-2 to reflect any changes in the Hourly Quantities of Base Energy and Monthly Projected Quantities of Assigned Energy and any other changes in connection therewith.

ARTICLE VII
USE OF ENERGY

Section 7.1 Tax Exempt Status of the Bonds. Purchaser acknowledges that the Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Code. Accordingly, Purchaser agrees that it will (a) provide such information with respect to its CCA System as may be requested by Issuer in order to establish the tax-exempt status of the Bonds, and (b) act in accordance with such written instructions as Issuer may provide from time to time in order to maintain the tax-exempt status of the Bonds. Purchaser further

agrees that it will not at any time take any action, or fail to take any action, that would adversely affect the tax-exempt status of the Bonds.

Section 7.2 Priority Energy. Subject to Section 7.5(a), Purchaser agrees to take the Contract Quantities to be delivered under this Agreement (a) in priority over and in preference to all Non-Priority Energy; and (b) on at least a pari passu and non-discriminatory basis with other Priority Energy.

Section 7.3 Remarketing Sales.

(a) Remarketing of Assigned Product. If notwithstanding Purchaser's compliance with Section 7.2, a quantity of Assigned Product less than the Annual Quantity is delivered hereunder in any Contract Year for any reason other than Force Majeure, then MSCG shall be deemed to remarket such undelivered quantity of Assigned Product consistent with Section [5(a)] of Exhibit C to the Prepaid Agreement. For the avoidance of doubt, Purchaser will not have any payment obligation with respect to Assigned Energy that is remarketed pursuant to the foregoing sentence.

(b) Remarketing of Base Energy. Consistent with Section 3.3, to the extent any portion of the Contract Quantity is Base Energy, Issuer shall cause Prepay LLC to remarket or purchase such Energy for the account of Prepay LLC under the remarketing provisions of the Prepaid Agreement, and Issuer shall credit against the amount owed by Purchaser for such Contract Quantities the amounts received from Prepay LLC for such remarketing services, less all directly incurred costs or expenses, including but not limited to remarketing administrative charges paid to Prepay LLC under the Prepaid Agreement, but in no event shall the amount of such credit be more than the Contract Price. For the avoidance of doubt, Purchaser will not have any payment obligation with respect to Base Energy that is remarketed pursuant to the foregoing sentence.

(c) Prepay LLC Remarketing Fees. Purchaser shall not in any case have an obligation to make a payment to Issuer with respect to any [Remarketing Fee] (as defined in the Prepaid Agreement) charged by Prepay LLC under the Prepaid Agreement.

Section 7.4 Qualifying Use. Subject to Section 7.5, Purchaser agrees that, without limiting Purchaser's other obligations under this Article VII, it will use all of the Energy purchased under this Agreement in compliance with the Qualifying Use Requirements. Purchaser agrees that it will provide such additional information, records and certificates as Issuer may reasonably request to confirm Purchaser's compliance with this Section 7.4.

Section 7.5 Remediation. To the extent that (a) all or a portion of the Contract Quantity is remarketed under Section 7.3(a) or Section 7.3(b) and (b) Purchaser is not otherwise in default under this Agreement, then:

(a) Prepay LLC shall be obligated under the remarketing provisions of the Prepaid Agreement to purchase the remarketed Energy for its own account at the applicable price specified in Exhibit [C] to the Prepaid Agreement (the proceeds of any such purchases, "Disqualified Remarketing Proceeds"), which Disqualified Remarketing Proceeds are for the benefit of Purchaser in that such proceeds reduce its payment obligations hereunder;

(b) Purchaser shall (i) exercise Commercially Reasonable Efforts to use an amount equivalent to such Disqualified Remarketing Proceeds to purchase Non-Priority Energy and use such Non-Priority Energy in compliance with the Qualifying Use Requirements in order to remediate such Disqualified Remarketing Proceeds and (ii) apply its purchases of Non-Priority Energy to remediate Disqualified Remarketing Proceeds under this Agreement prior to remediating such proceeds under any other contract that provides for the purchase of Priority Energy;

(c) in order to track compliance with Purchaser's obligations under Section 7.5(b) above, Purchaser shall deliver a Remediation Certificate in the form of Exhibit H hereto to Issuer and Prepay LLC by the tenth (10th) day of the Month subsequent to any relevant Non-Priority Energy purchases (which may include purchases of Energy from CAISO to the extent such Energy is used in compliance with the Qualifying Use Requirements);

(d) for Disqualified Remarketing Proceeds remediated under this Section 7.5, Issuer shall pay Purchaser any portion of Monthly Discount associated with such Disqualified Remarketing Proceeds and available for distribution under the Bond Indenture on the last Business Day of the Month following the Month in which Purchaser provides a certificate under clause (c) evidencing such remediation; and

(e) to the extent any Disqualified Remarketing Proceeds are not remediated within twelve (12) Months of the date on which such proceeds were received by Issuer, then Prepay LLC shall be obligated under the Prepaid Agreement to exercise Commercially Reasonable Efforts to remediate such Disqualified Remarketing Proceeds under the Prepaid Agreement and Purchaser's ability to remediate such remarketing proceeds shall be subject to Prepay LLC's successful remediation of such proceeds through sales to other purchaser(s);

provided that, for the avoidance of doubt, to the extent Special Tax Counsel (as defined in the Bond Indenture) determines at any time that Purchaser has failed to exercise Commercially Reasonable Efforts to obtain EPS Compliant Energy for delivery hereunder consistent with the Assignment Letter Agreement, then Purchaser shall not be entitled to remediate any Disqualified Remarketing Proceeds related to the resulting remarketing of Base Energy by Prepay LLC.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS

Section 8.1 Representations and Warranties of the Parties. As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Execution Date as follows:

(a) for Issuer as the representing Party, Issuer is a joint powers authority organized pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code;

(b) for Purchaser as the representing Party, Purchaser is a joint powers authority organized pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code and a community choice aggregator pursuant to the

provisions of Section 366.2 of the California Public Utilities Code, duly organized and validly existing under the Laws of the State of California;

(c) it has all requisite power and authority to conduct its business, to own its properties and to execute, deliver and perform its obligations under this Agreement;

(d) there is no litigation, action, suit, proceeding or investigation pending or, to the best of such Party's knowledge, threatened, before or by any Government Agency, which could reasonably be expected to materially and adversely affect the performance by such Party of its obligations under this Agreement or that questions the validity, binding effect or enforceability hereof, any action taken or to be taken by such Party pursuant hereto, or any of the transactions contemplated hereby;

(e) the execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary action on the part of such Party and does not require any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party;

(f) this Agreement has been duly executed and delivered on behalf of such Party by an appropriate officer or authorized Person of such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally and by general principles of equity;

(g) the execution, delivery and performance of this Agreement by such Party shall not violate any provision of any Law, decree or other legal or regulatory determination applicable to it;

(h) the execution, delivery and performance by such Party of this Agreement, and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its financial obligations under this Agreement, shall not result in any violation of any term of any material contract or agreement applicable to it, or any of its charter or bylaws or of any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, Law or ordinance applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties or obligations are bound or affected, or of any determination or award of any arbitrator applicable to it, and shall not conflict with, or cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets, except with respect to Issuer, the lien of the Bond Indenture;

(i) to the best of the knowledge and belief of such Party, no consent, approval, order or authorization of, or registration, declaration or filing with, or giving of notice to, obtaining of any license or permit from, or taking of any other action with respect to, any Government Agency is required in connection with the valid authorization, execution, delivery and performance by such Party of this Agreement or the consummation of any of the transactions contemplated hereby other than those that have been obtained; and

(j) it enters this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by both Parties, considers this Agreement a legally enforceable contract.

Section 8.2 Warranty of Title. Issuer warrants that it will have the right to convey and will transfer good and merchantable title to all Energy sold under this Agreement and delivered by it to Purchaser, free and clear of all liens, encumbrances, and claims.

Section 8.3 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY ISSUER IN THIS ARTICLE VIII, ISSUER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8.4 Continuing Disclosure. Purchaser agrees to provide to Issuer: (a) such financial and operating information as may be requested by Issuer including its most recent audited financial statements for use in Issuer's offering documents for the Bonds; and (b) annual updates to such information and statements to enable Issuer to comply with its continuing disclosure undertakings under Rule 15(c)2-12 of the United States Securities and Exchange Commission. Failure by Purchaser to comply with its agreement to provide such annual updates shall not be a default under this Agreement, but any such failure shall entitle Issuer or an owner of the Bonds to take such actions and to initiate such proceedings as may be necessary and appropriate to cause Purchaser to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

ARTICLE IX
TAXES

Issuer shall (i) be responsible for all ad valorem, excise and other taxes assessed with respect to Energy delivered pursuant to this Agreement upstream of the Delivery Point, and (ii) indemnify Purchaser and its Affiliates for any such taxes paid by Purchaser or its Affiliates. Purchaser shall (i) be responsible for all such taxes assessed at or downstream of the Delivery Point, and (ii) indemnify Issuer and its Affiliates for any such taxes paid by Issuer or its Affiliates.

ARTICLE X
DISPUTE RESOLUTION

Section 10.1 Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Francisco, California before three arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. Within 15 days after the commencement of arbitration, each of the Parties shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the "chairperson") within 30 days of the commencement of the arbitration. If either Party is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If the Party-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The

chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by either Party or have any direct pecuniary interest in either Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by each of the Parties. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred in seeking to enforce the application of this Section 10.1 and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 10.1, any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

Section 10.2 Judicial Reference.

(a) Judicial Reference. Without limiting the provisions in Section 10.1, if Section 10.1 is ineffective or unenforceable, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a "Dispute") shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections (a "Reference Proceeding"), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 10.2(b).

(b) Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the "Disputing Party") shall provide the other Party (the "Responding Party") with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the "Notice of Dispute"). Within ten (10) days after receiving the Notice of Dispute, the Responding Party shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the "Dispute Response"). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by mutual agreement within 60 days after receipt of the Dispute Response, then either Party may provide to the other Party written notice of intent for judicial reference (the "Impasse Notice") in accordance with the further provisions of this Section 10.2.

(c) Applicability; Selection of Referees.

(i) The Party that provides the Impasse Notice shall nominate one (1) referee at the same time it provides the Impasse Notice. The other Party shall nominate one referee within 10 days of receiving the Impasse Notice. The two (2) referees (the "Party-Appointed Referees") shall appoint a third referee (the "Third Referee", together with the Party-Appointed Referees, the "Referees"). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least 10 years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third Referee shall be impartial and independent of either Party and of the other referees and not employed by any of the Parties in any prior matter.

(ii) If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the "Court"), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each Party shall have one (1) peremptory challenge to the referee selected by the Court.

(d) Discovery; Proceedings.

(i) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(ii) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(iii) Any matter before the Referees shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, and Evidence Code, except as otherwise specifically agreed by the Parties and approved by the Referees. Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(iv) All proceedings and hearings conducted before the referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the referees, and the referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

(e) Decision. The referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

(f) Expenses. Each Party shall bear the compensation and expenses of its respective Party-Appointed Referee, own counsel, witnesses, consultants and employees. All other expenses of judicial reference shall be split equally between the Parties.

ARTICLE XI
FORCE MAJEURE

Section 11.1 Applicability of Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall mitigate the Force Majeure with all reasonable dispatch. For the duration of the Claiming Party's non-performance (and only for such period), the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Section 11.2 Settlement of Labor Disputes. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance, and the failure of a Party to settle such strikes, lockouts or other industrial disturbances shall not prevent the existence of Force Majeure or of reasonable dispatch to remedy the same.

ARTICLE XII
GOVERNMENTAL RULES AND REGULATIONS

Section 12.1 Compliance with Laws. This Agreement shall be subject to all present and future Laws of any Government Agency having jurisdiction over this Agreement or the transactions to be undertaken hereunder, and neither Party has knowingly undertaken or will knowingly undertake or knowingly cause to be undertaken any activity that would conflict with such Laws; *provided*, however, that nothing herein shall be construed to restrict or limit either Party's right to object to or contest any such Law, or its application to this Agreement or the

transactions undertaken hereunder, and neither acquiescence therein or compliance therewith for any period of time shall be construed as a waiver of such right.

Section 12.2 Contests. Excluding all matters involving a contractual dispute between the Parties, no Party shall contest, cause to be contested or in any way actively support the contest of the equity, fairness, reasonableness or lawfulness of any terms or conditions set forth or established pursuant to this Agreement, as those terms or conditions may be at issue before any Government Agency in any proceeding, if the successful result of such contest would be to preclude or excuse the performance by either Party of this Agreement or any provision hereunder.

Section 12.3 Defense of Agreement. Excluding all matters involving a contractual dispute between the Parties, each Party shall hereafter defend and support this Agreement before any Government Agency in any proceeding, if the substance, validity or enforceability of all or any part of this Agreement is hereafter directly challenged or if any proposed changes in regulatory practices or procedures would have the effect of making this Agreement invalid or unenforceable or would otherwise materially affect the rights or obligations of the Parties under this Agreement.

ARTICLE XIII
ASSIGNMENT

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; *provided*, however, that, subject to Section 18.14, neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement without the prior written consent of the other Party. Prior to assigning this Agreement, Purchaser shall deliver to Issuer (i) written confirmation from each of the Applicable Rating Agencies, *provided* that such agency has rated and continues to rate the Bonds, that the assignment will not result in a reduction, qualification, or withdrawal of the then-current ratings assigned by the Applicable Rating Agencies to the Bonds; or (ii) written confirmation from each of the Applicable Rating Agencies, that the assignee has an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned by the Applicable Rating Agencies to the Bonds. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly agree to assume, in writing, the duties and obligations under this Agreement of the assigning or transferring Party. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

ARTICLE XIV
PAYMENTS

Section 14.1 Monthly Statements.

(a) No later than the fifth (5th) day of each Month during the Delivery Period (excluding the first (1st) Month of the Delivery Period) and the first (1st) Month following the end of the Delivery Period, Purchaser shall deliver to Issuer a statement (a "Purchaser's Statement")

listing any amounts due to Purchaser in connection with this Agreement with respect to the prior Month(s).

(b) No later than the tenth (10th) day of each Month during the Delivery Period (excluding the first (1st) Month of the Delivery Period) and the first (1st) Month following the end of the Delivery Period (the "Billing Date"), Issuer shall deliver a statement (a "Billing Statement") to Purchaser indicating (i) the total amount due to Issuer for Energy delivered in the prior Month, (ii) any other amounts due to Issuer or Purchaser in connection with this Agreement with respect to the prior Month(s), and (iii) the net amount due to Issuer or Purchaser; provided that invoicing for Monthly Excess Quantities and Assigned Paygo Quantities shall occur under the Participant Custodial Agreement. Additionally, if a [Participant Monthly Statement] (as defined in the Participant Custodial Agreement) for an Assigned PPA has not been delivered by the tenth (10th) day of the Month following deliveries, Issuer shall provisionally prepare or cause to be prepared a Billing Statement for this Agreement that assumes all of the Monthly Projected Quantities were delivered under the applicable Assigned PPA for such Month, and any subsequent resettlements required with respect thereto shall occur under the Participant Custodial Agreement.

(c) Upon request by either Party, the other Party shall deliver such supporting documentation of the foregoing as such requesting Party may reasonably request.

Section 14.2 Payment.

(a) If the Billing Statement indicates an amount due from Purchaser, then Purchaser shall remit such amount to the Trustee for the benefit of the Issuer by wire transfer (pursuant to the Trustee's instructions for amounts due under this Agreement, provided that amounts due from Purchaser with respect to Monthly Excess Quantities and Assigned Paygo Quantities, as applicable, shall be paid pursuant to the terms of the Participant Custodial Agreement), in immediately available funds, on or before the twentieth (20th) day of the Month following the most recent Month to which such Billing Statement relates, or if such day is not a Business Day, the preceding Business Day. If the Billing Statement indicates an amount due from Issuer, then Issuer shall remit such amount to Purchaser by wire transfer (pursuant to Purchaser's instructions), in immediately available funds, on or before the twenty-eighth (28th) day of the Month following the most recent Month to which such Billing Statement relates, or if such day is not a Business Day, the following Business Day.

(b) If Purchaser fails to issue a Purchaser's Statement with respect to any Month, Issuer shall not be required to estimate any amounts due to Purchaser for such Month, provided that Purchaser may include any such amount on subsequent Purchaser's Statements issued within the next sixty (60) days. The sixty (60) day deadline in this subsection (b) replaces the two (2) year deadline in Section 14.5(b) with respect to any claim by any non-delivering Party of inaccuracy in any estimated invoice issued or payment made pursuant to this subsection (b).

Section 14.3 Payment of Disputed Amounts; Correction of Index Price.

(a) If Purchaser disputes any amounts included in the Issuer's Billing Statement, Purchaser shall (except in the case of manifest error) nonetheless pay any amount required by the Billing Statement in accordance with Section 14.2 without regard to any right of

set-off, counterclaim, recoupment or other defenses to payment that Purchaser may have; *provided*, however, that Purchaser shall have the right, after payment, to dispute any amounts included in a Billing Statement or otherwise used to calculate payments due under this Agreement pursuant to Section 14.5. If Issuer disputes any amounts included in the Purchaser's Statement, Issuer may withhold payment to the extent of the disputed amount; *provided*, however, that interest shall be due at the Default Rate for any withheld amount later found to have been properly due.

(b) If a value published for any rate or index used or to be used in this Agreement is subsequently corrected and the correction is published or announced by the Person responsible for that publication or announcement within thirty (30) days after the original publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If, not later than thirty (30) days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount shall, not later than three (3) Business Days after the effectiveness of that notice, pay, subject to any other applicable provisions of this Agreement, to the other Party that amount, together with interest on that amount at the Default Rate for the period from and including the day on which a payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

Section 14.4 Late Payment. If Purchaser fails to remit the full amount payable within one (1) Business Day of when due, interest on the unpaid portion shall accrue from the date due until the date of payment at the Default Rate.

Section 14.5 Audit; Adjustments.

(a) A Party shall have the right, at its own expense, upon reasonable notice to the other Party and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other Party to the extent reasonably necessary, but only to such extent, to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. This right to examine, audit, and obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Agreement.

(b) Each Purchaser's Statement and each Billing Statement shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such Purchaser's Statement or Billing Statement is objected to in writing, with adequate explanation and/or documentation, within two (2) years after the applicable Month of Energy delivery.

(c) All retroactive adjustments shall be paid in full by the Party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. If the Parties are unable to agree upon any retroactive adjustments requested by either Party within the time period specified in Section 14.5(b), then either Party may pursue any remedies available with respect to such adjustments at law or in equity. Retroactive adjustments for payments made based on an incorrect Billing Statement shall bear interest at the Default Rate from the date such payment was made.

Section 14.6 Netting; No Set-Off. The Parties shall net all amounts due and owing, including any past due amounts (which, for the avoidance of doubt, shall include any accrued interest), arising under this Agreement such that the Party owing the greater amount shall make a single payment of the net amount to the other Party in accordance with this Article XIV. Notwithstanding the foregoing, payment for all amounts set forth in a Billing Statement provided to Purchaser shall be made without set-off or counterclaim of any kind.

Section 14.7 Source of Purchaser's Payments. Purchaser covenants and agrees to make payments due hereunder from CCA Revenues, and only from such CCA Revenues, as an operating expense of its CCA System; *provided*, however, that Purchaser may apply any legally available monies to the payment of amounts due hereunder.

Section 14.8 Rate Covenant. Purchaser hereby covenants and agrees that it will establish, fix, prescribe, maintain, and collect rates, fees, and charges from the customers of its CCA System so as to provide CCA Revenues sufficient to enable Purchaser to pay any other amounts legally payable from CCA Revenues, and to maintain any required reserves for Purchaser's CCA System. Purchaser further covenants and agrees that it shall not furnish or supply Energy services free of charge to any Person, except any such service free of charge that Purchaser is supplying on the date hereof as has been specifically identified by Purchaser to Issuer in writing, and it shall promptly enforce the payment of any and all accounts owing to Purchaser for the sale of Energy to its customers. Notwithstanding anything herein to the contrary, Purchaser shall not be obligated to make any payments hereunder except from CCA Revenues.

Section 14.9 Pledge of CCA Revenues. Except as provided by that certain Security Agreement, dated as of December 15, 2016, by and between Purchaser, as pledgor, and River City Bank, a California corporation, not in its individual capacity, but solely as Collateral Agent, for the benefit of the PPA Providers (as defined therein) and Secured Creditors (as defined therein), Purchaser shall not grant any other lien on or security interest in, or otherwise pledge or encumber, the CCA Revenues if the terms or effect of such other lien, pledge or other encumbrance results in such other lien, pledge or encumbrance having priority over the obligations of Purchaser to pay the Contract Price, which obligations constitute operating expenses of Purchaser.

Section 14.10 Financial Responsibility. In the event the Issuer receives notice from Prepay LLC pursuant to Section [2.12] of the Receivables Purchase Provisions (as defined in the Bond Indenture) that it requires adequate assurance of performance from the Issuer, Issuer shall provide notice thereof to Purchaser and Purchaser shall (a) notify the Issuer of its agreement to provide such adequate assurance within forty-eight (48) Hours but at least one (1) Business Day of Purchaser's receipt of such notice and (b) provide such adequate assurance to Issuer within seventy-two (72) Hours but at least two (2) Business Days of Purchaser's receipt of such notice. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by Prepay LLC pursuant to Section [2.12] of the Receivables Purchase Provisions, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. In the event Issuer is entitled to demand adequate assurance of performance under this Section 14.10, Issuer may demand at a minimum a prepayment by Purchaser of an amount equal to (i) the amount owed by Purchaser with respect to all Energy delivered by Issuer to Purchaser as of the date of the demand for

adequate assurance of performance, plus (ii) the amount, as determined and adjusted from time to time by Issuer (with the input of Prepay LLC pursuant to the Receivables Purchase Provisions (as defined in the Bond Indenture)) in a Commercially Reasonable manner, expected to be owed by Purchaser with respect to the Energy to be delivered by Issuer to Purchaser during the remainder of the then-current Month and the following Month. The Parties agree that in the event Purchaser fails to provide such adequate assurance as demanded, Issuer shall have the right to suspend its performance under this Agreement, including the making of deliveries of Energy to Purchaser, immediately upon written notice and shall not be obligated to restore such performance until the later of (A) the first day of the Month after such demand has been satisfied, and (B) the completion of the term of deliveries to any replacement sales customer to which Prepay LLC has remarketed the Energy on behalf of Issuer.

ARTICLE XV
[RESERVED]

ARTICLE XVI
NOTICES

Any notice, demand, or request required or authorized by this Agreement to be given by one Party to the other Party (or to a third party) shall be in writing and shall either be sent by electronic means, courier, or personally delivered (including overnight delivery service) to each of the notice recipients and addresses specified in Exhibit B for the receiving Party. Any such notice, demand, or request shall be deemed to be given (i) on the date it is delivered by electronic means or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon ten (10) days' prior written notice to the other Party, to change its list of notice recipients and addresses in Exhibit B. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, a Party may at any time notify the other Party that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during the specified period of time shall be ineffective.

ARTICLE XVII
DEFAULT; REMEDIES; TERMINATION

Section 17.1 Issuer Default. Each of the following events shall constitute an "Issuer Default" under this Agreement:

(a) any representation or warranty made by Issuer in this Agreement proves to have been incorrect in any material respect when made; or

(b) Issuer fails to perform, observe or comply with any covenant, agreement or term contained in this Agreement, and such failure continues for more than thirty (30) days following the earlier of (i) receipt by Issuer of notice thereof or (ii) an officer of Issuer obtaining actual knowledge of such default.

Section 17.2 Purchaser Default. Each of the following events shall constitute a "Purchaser Default" under this Agreement:

(a) Purchaser fails to pay when due any amounts owed to Issuer pursuant to this Agreement and such failure continues for one (1) Business Day following the earlier of (i) receipt by Purchaser of notice thereof or (ii) an officer of Purchaser becoming aware of such default;

(b) Purchaser (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its of assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vii); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

(c) any representation or warranty made by Purchaser in this Agreement proves to have been incorrect in any material respect when made; or

(d) Purchaser fails to perform, observe or comply with any covenant, agreement or term contained in this Agreement, and such failure continues for more than fifteen (15) days following the earlier of (i) receipt by Purchaser of notice thereof or (ii) an officer of Purchaser becoming aware of such default.

Section 17.3 Automatic Non-Default Termination Event. Purchaser's issuance of a valid Remarketing Termination Notice (other than a Voided Remarketing Termination Notice) in accordance with Section 3.4(b) shall constitute an "Automatic Non-Default Termination Event" under this Agreement.

Section 17.4 Remedies Upon Default.

(a) Termination.

(i) If an Automatic Non-Default Termination Event occurs, then (A) the Delivery Period shall end as of the end of then-current Reset Period (i.e., as of the end of the Reset Period preceding the Reset Period for which Purchaser issues a valid Remarketing Termination Notice other than a Voided Remarketing Termination Notice), (B) this Agreement shall terminate upon payment by the Parties of any outstanding amounts due under this Agreement and (C) Purchaser shall exercise its right to terminate any Assignment Agreements in effect.

(ii) If at any time an Issuer Default or a Purchaser Default has occurred and is continuing, then the non-defaulting Party may do any or all of the following (i) by notice to the defaulting Party specifying the relevant Issuer Default or Purchaser Default, as applicable, terminate this Agreement effective as of a day not earlier than the day such notice is deemed given under Article XVI and/or (ii) declare all amounts due to the non-defaulting Party under this Agreement or any part thereof immediately due and payable, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of intent to demand, protest or other formalities of any kind, all of which are hereby expressly waived by the defaulting Party; *provided*, however, this Agreement shall automatically terminate and all amounts due to the non-defaulting Party hereunder shall immediately become due and payable as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence of a Purchaser Default specified in Section 17.2(b)(iv) or, to the extent analogous thereto, Section 17.2(b)(viii). In addition, during the existence of an Issuer Default or a Purchaser Default, as applicable, the non-defaulting Party may exercise all other rights and remedies available to it at Law or in equity, including without limitation mandamus, injunction and action for specific performance, to enforce any covenant, agreement or term of this Agreement.

(b) Additional Remedies. In addition to the remedies set forth in Section 17.4(a) (and without limiting any other provisions of this Agreement), during the existence of any Purchaser Default, Issuer may suspend its performance hereunder and discontinue the supply of all or any portion of the Energy otherwise to be delivered to Purchaser by it under this Agreement. If Issuer exercises its right to suspend performance under this Section 17.4(b), Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Agreement. Deliveries of Energy may only be reinstated, at a time to be determined by Issuer, upon (i) payment in full by Purchaser of all amounts then due and payable under this Agreement and (ii) payment in advance by Purchaser at the beginning of each Month of amounts estimated by Issuer to be due to Issuer for the future delivery of Energy under this Agreement for such Month. Issuer may continue to require payment in advance from Purchaser after the reinstatement of Issuer's supply services under this Agreement for such period

of time as Issuer in its sole discretion may determine is appropriate. In addition, and without limiting any other provisions of or remedies available under this Agreement, if Purchaser fails to accept from Issuer any Energy tendered for delivery under this Agreement, Issuer shall have the right to sell such Energy to third parties on any terms that Issuer, in its sole discretion, determines are appropriate.

(c) Effect of Early Termination. As of the effectiveness of any termination date in accordance with clause (i) of Section 17.4(a), (i) the Delivery Period shall end, (ii) the obligation of Issuer to make any further deliveries of Energy to Purchaser under this Agreement shall terminate, and (iii) the obligation of Purchaser to receive deliveries of Energy from Issuer under this Agreement will terminate. Neither this Agreement nor the Delivery Period may be terminated for any reason except as specified in this Article XVII. Without prejudice to any payment obligation in respect of periods prior to termination, no payments will be due from either Party in respect of periods occurring after the effective termination date of this Agreement.

Section 17.5 Termination of Prepaid Agreement. Purchaser acknowledges and agrees that (i) in the event an Energy Delivery Termination Event occurs under and as defined in the Prepaid Agreement for any reason prior to the end of the Delivery Period, this Agreement shall terminate on the Energy Delivery Termination Date (which date shall be the last date upon which deliveries are required under the Prepaid Agreement, subject to all winding up arrangements) and (ii) Issuer's obligation to deliver Energy under this Agreement shall terminate upon the termination of deliveries of Energy to Issuer under the Prepaid Agreement. Issuer shall provide notice to Purchaser of any early termination date of the Prepaid Agreement. The Parties recognize and agree that, in the event that the Prepaid Agreement terminates because of a [Failed Remarketing] (as defined in the Bond Indenture) of the Bonds that occurs in the first Month of a Reset Period, Issuer shall deliver Energy under this Agreement for the remainder of such first Month, and, notwithstanding anything in this Agreement to the contrary, no Monthly Discount or Annual Refunds shall be associated with such deliveries and the Contract Price shall be adjusted accordingly.

Section 17.6 Limitation on Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF EITHER PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE

LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. IN DETERMINING THE APPROPRIATE MEASURE OF DAMAGES THAT WOULD MAKE THE PARTIES WHOLE, THE PARTIES HAVE THOROUGHLY CONSIDERED, INTER ALIA, THE UNCERTAINTY OF FLUCTUATIONS IN COMMODITY PRICES, THE ABILITY AND INTENTION OF THE PARTIES TO HEDGE SUCH FLUCTUATIONS, THE BARGAINED-FOR ALLOCATION OF RISK, THE KNOWLEDGE, SOPHISTICATION AND EQUAL BARGAINING POWER OF THE PARTIES, THE ARMS-LENGTH NATURE OF THE NEGOTIATIONS, THE SPECIAL CIRCUMSTANCES OF THIS AGREEMENT, THE ACCOUNTING AND TAX TREATMENT OF THE TRANSACTION BY THE PARTIES, AND THE ENTERING INTO OF OTHER TRANSACTIONS IN RELIANCE ON THE ENFORCEABILITY OF THE LIQUIDATED DAMAGES PROVISIONS CONTAINED HEREIN.

ARTICLE XVIII
MISCELLANEOUS

Section 18.1 Indemnification Procedure. With respect to each indemnification included in this Agreement, the indemnity is given to the fullest extent permitted by applicable Law and the following provisions shall be applicable. The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim and the indemnifying Party shall have the right to assume its investigation and defense, including employment of counsel, and shall be obligated to pay related court costs, attorneys' fees and experts' fees and to post any appeals bonds; *provided*, however, that the indemnified Party shall have the right to employ at its expense separate counsel and participate in the defense of any Claim. The indemnifying Party shall not be liable for any settlement of a Claim without its express written consent thereto. In order to prevent double recovery, the indemnified Party shall reimburse the indemnifying Party for payments or costs incurred in respect of an indemnity with the proceeds of any judgment, insurance, bond, surety or other recovery made by the indemnified Party with respect to a covered event.

Section 18.2 Deliveries. Contemporaneously with this Agreement (unless otherwise specified): Each Party shall deliver to the other Party evidence reasonably satisfactory to it of (i) such Party's authority to execute, deliver and perform its obligations under this Agreement and (ii) the appropriate individuals who are authorized to sign this Agreement on behalf of such Party;

(a) as of the Bond Closing Date, Purchaser shall deliver to Issuer a fully executed Federal Tax Certificate in the form attached hereto as Exhibit D;

(b) on the Bond Closing Date, Purchaser shall deliver to Issuer an opinion of counsel to Purchaser in the form attached hereto as Exhibit E;

(c) on the Bond Closing Date, Purchaser shall deliver to Issuer a Closing Certificate in substantially the form set forth hereto as Exhibit G.

Section 18.3 Entirety; Amendments. This Agreement, including the exhibits and attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed herein. Except for any matters that, in accordance with the express provisions of this Agreement, may be resolved by oral agreement between the Parties, no amendment, modification, supplement or change hereto shall be enforceable unless reduced to writing and executed by both Parties.

Section 18.4 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLE THAT WOULD DIRECT THE APPLICATION OF ANOTHER JURISDICTION'S LAW.

Section 18.5 Non-Waiver. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

Section 18.6 Severability. If any provision of this Agreement, or the application thereof, shall for any reason be invalid or unenforceable, then to the extent of such invalidity or unenforceability, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable Law, so long as the economic and legal substance of the transactions contemplated hereby is not affected in any materially adverse manner as to either Party.

Section 18.7 Exhibits. Any and all Exhibits referenced in this Agreement are hereby incorporated herein by reference and shall be deemed to be an integral part hereof.

Section 18.8 Winding Up Arrangements. All indemnity and confidentiality obligations, audit rights, and other provisions specifically providing for survival shall survive the expiration or termination of this Agreement. The expiration or termination of this Agreement shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination or (b) the consequences of any breach or default of any warranty or covenant contained in this Agreement. All obligations and liabilities described in the preceding sentence of this Section 18.8, and applicable provisions of this Agreement creating or relating to such obligations and liabilities, shall survive such expiration or termination.

Section 18.9 Relationships of Parties. The Parties shall not be deemed to be in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement. This Agreement is intended to secure and provide for the services of each Party as an independent contractor.

Section 18.10 Immunity. Each Party represents and covenants to and agrees with the other Party that it is not entitled to and shall not assert the defense of sovereign immunity or governmental immunity with respect to its obligations or any Claims under this Agreement, and each hereby waives any such defense of sovereign or governmental immunity to the full extent permitted by Law.

Section 18.11 Rates and Indices. If the source of any publication used to determine the index or other price used in the Contract Price should cease to publish the relevant prices or should cease to be published entirely, an alternative index or other price will be used based on the determinations made by Issuer and Prepay LLC under Section [18.11] of the Prepaid Agreement. Issuer shall provide Purchaser the opportunity to provide its recommendations and other input to Issuer for Issuer's use in the process for selecting such alternative index or other price under Section [18.11] of the Prepaid Agreement.

Section 18.12 Limitation of Liability. Notwithstanding anything to the contrary herein, all obligations of Issuer under this Agreement, including without limitation all obligations to make payments of any kind whatsoever, are special, limited obligations of Issuer, payable solely from the Trust Estate (as such term is defined in the Bond Indenture) as and to the extent provided in the Bond Indenture, including with respect to Operating Expenses (as such term is defined in the Bond Indenture). Issuer shall not be required to advance any moneys derived from any source other than the Revenues (as such term is defined in the Bond Indenture) and other assets pledged under the Bond Indenture for any of the purposes in this Agreement mentioned. Neither the faith and credit of Issuer nor the taxing power of the State of California or any political subdivision thereof is pledged to payments pursuant to this Agreement. Issuer shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Agreement, except solely to the extent Revenues (as such term is defined in the Bond Indenture) are received for the payment thereof and may be applied therefor pursuant to the terms of the Bond Indenture.

Section 18.13 Counterparts. This Agreement may be executed and acknowledged in multiple counterparts and by the Parties in separate counterparts, each of which shall be an original and all of which shall be and constitute one and the same instrument.

Section 18.14 Third Party Beneficiaries; Rights of Trustee. Purchaser acknowledges and agrees that (a) Issuer will pledge and assign its rights, title and interest in this Agreement and the amounts payable by Purchaser under this Agreement to secure Issuer's obligations under the Bond Indenture, (b) the Trustee shall be a third-party beneficiary of this Agreement with the right to enforce Purchaser's obligations under this Agreement, (c) the Trustee or any receiver appointed under the Bond Indenture shall have the right to perform all obligations of Issuer under this Agreement and (d) in the event of any Purchaser Defaults under Section 17.2(a), (i) Prepay LLC may, to the extent provided for in, and in accordance with, the Receivables Purchase Provisions (as defined in the Bond Indenture), take assignment from Issuer of receivables owed by Purchaser to Issuer under this Agreement, and Prepay LLC or any third party who takes transfer of such receivables shall thereafter have all rights of collection with respect to such receivables, and (ii) if such receivables are not so assigned, the Commodity Swap Counterparty (as defined in the Bond Indenture) shall have the right to pursue collection of such receivables to the extent of any

non-payment by Issuer to the Commodity Swap Counterparty that was caused by Purchaser's payment default. Pursuant to the terms of the Bond Indenture, Issuer has irrevocably appointed the Trustee as its agent to issue notices and as directed under the Bond Indenture, to take any other actions that Issuer is required or permitted to take under this Agreement. Purchaser may rely on notices or other actions taken by Issuer or the Trustee and Purchaser has the right to exclusively rely on any notices delivered by the Trustee, regardless of any conflicting notices that it may receive from Issuer.

Section 18.15 Waiver of Defenses. Purchaser waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available to Purchaser with regard to Purchaser's obligations pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

[Separate Signature Page(s) Attached]

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Name: _____
Title: _____

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT A-1
BASE ENERGY HOURLY QUANTITIES

[To be attached.]

EXHIBIT A-2
EPS ENERGY PERIOD MONTHLY PROJECTED QUANTITIES

[To be attached.]

EXHIBIT A-3
ANNUAL QUANTITY

[To be attached.]

EXHIBIT B
NOTICES

IF TO ISSUER:	California Community Choice Financing Authority 1125 Tamalpais Avenue San Rafael, CA 94901 Email: notices@cccfa.org
Invoicing/Payments:	invoices@cccfa.org
IF TO PURCHASER:	Silicon Valley Clean Energy Authority 333 W. El Camino Real Suite 330 Sunnyvale, CA 94087 Attention: Girish Balachandran, CEO Phone: (408) 721-5301 Email: girish@svcleanenergy.org
Energy Related:	SVCE Power Settlements Phone: (408) 721-5301 Email: invoices@svcleanenergy.org
Invoicing/Payments:	SVCE Power Settlements Phone: (408) 721-5301 Email: invoices@svcleanenergy.org

EXHIBIT C
FORM OF REMARKETING TERMINATION NOTICE

[_____]

Energy Prepay [_], LLC
c/o Morgan Stanley & Co. LLC
[1585 Broadway
New York, NY 10036-8293]
Email: CCCFA_2026[X]_ms_notices@morganstanley.com
With a mandatory copy to:
msdoc-misc-notices@morganstanley.com

U.S. Bank Trust Company, National Association
[4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256]

To the Addressees:

The undersigned, duly authorized representative of Silicon Valley Clean Energy Authority (the "Purchaser"), is providing this notice (the "Remarketing Termination Notice") pursuant to the Power Supply Contract, dated as of [___], 20[__] (the "Supply Contract"), between California Community Choice Financing Authority and Purchaser, as from time to time amended, restated, supplemented or otherwise modified. Capitalized terms used herein shall have the meanings set forth in the Supply Contract.

Pursuant to Section 3.4(b) of the Supply Contract, the Purchaser has elected to terminate this Agreement unless Issuer and Prepay LLC are able to achieve an Available Discount equal to or greater than the Minimum Discount.

Given this [___] day of [_____], 20[__].

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Printed Name:
Title:

EXHIBIT D

FORM OF FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Power Supply Contract dated as of [___], 20[__] (the "Supply Contract"), by and between California Community Choice Financing Authority ("Issuer") and Silicon Valley Clean Energy Authority ("Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Contract or in the Bond Indenture.

WHEREAS Purchaser acknowledges that Issuer is issuing the Bonds to fund the prepayment price under the Prepaid Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Purchaser's use of Energy acquired pursuant to the Supply Contract and certain funds and accounts of Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Purchaser is a community choice aggregator organized as a joint powers authority under the laws of the State of California. As a community choice aggregator, the Purchaser is a load-serving entity providing electricity to customers within the boundaries of cities and/or counties that have elected to participate in Purchaser's community choice aggregation program. For purposes of this Certificate, the term "service area" of the Purchaser means the boundaries of the cities and/or counties that have elected to participate in the Purchaser's community choice aggregation program, as well as any other area recognized as the service area of the Purchaser under state or federal law.

2. Purchaser will resell all of the Energy acquired pursuant to the Supply Contract to its retail Energy customers within its service area, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts.

3. From [___, __] to [____, 20[__]] the annual average amount of Energy purchased (other than for resale) by customers of Purchaser who are located within the service area of Purchaser is [_____] MWh. Over the term of the Supply Contract, the Purchaser expects the annual average amount of Energy purchased (other than for resale) by customers of the Purchaser who are located within the service area of the Purchaser to be at least [_____] MWh. The maximum annual amount of Energy in any year being acquired pursuant to the Supply Contract is [_____] MWh. The annual average amount of Energy which Purchaser otherwise has a right to acquire as of the Bond Closing Date (including rights to capacity to generate electricity, whether owned, leased or otherwise contracted for) is [_____] MWh. The sum of (a) the maximum amount of Energy in any year being acquired pursuant to the Supply Contract, and (b) the amount of Energy that Purchaser otherwise has a right to acquire (including rights to capacity to generate electricity, whether owned, leased or otherwise contracted for) in the year described in the foregoing clause

(a), is [_____] MWh. Accordingly, the amount of Energy to be acquired under the Supply Contract by Purchaser, supplemented by the amount of Energy otherwise available to Purchaser as of the Bond Closing Date, during any year does not exceed [___]% of the expected annual average amount of Energy to be purchased (other than for resale) by customers of Purchaser who are located within the service area of Purchaser.

4. In the event of the expiration or termination of an EPS Energy Period, Purchaser agrees to comply with its obligations under the Assignment Letter Agreement, including but not limited to its obligations to (a) exercise Commercially Reasonable Efforts to assign a portion of Purchaser's rights and obligations under a power purchase agreement under which Purchaser is purchasing EPS Compliant Energy to MSCG or Prepay LLC pursuant to an Assignment Agreement and (b) cooperate in good faith with Issuer, MSCG and Prepay LLC with respect to any proposed assignments.

5. Purchaser expects to pay for Energy acquired pursuant to the Supply Contract solely from funds derived from its operations as a community choice aggregator. Purchaser expects to use current CCA Revenues of its CCA System to pay for current Energy acquisitions. Neither the Purchaser nor any person who is a related party to the Purchaser will hold any funds or accounts in which monies are set aside and invested and which are reasonably expected to be used to pay for Energy more than one year after such monies are set aside. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Purchaser or any persons who are related Persons to Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

_____, 20[__]

By: _____
[Name]
[Title]

EXHIBIT E
FORMS OF OPINION OF COUNSEL TO PURCHASER

[INSERT SVCE LETTERHEAD]

[_____ __], 20[__]

California Community Choice Financing Authority
San Rafael, CA

Morgan Stanley & Co. LLC
New York, NY

U.S. Bank Trust Company, National Association, as trustee
[Atlanta, GA]

[Swap Counterparty]
[____], [_]

Re: California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2026[X]

Ladies and Gentlemen:

I am general counsel to Silicon Valley Clean Energy Authority ("SVCE"). This opinion is being provided in connection with the issuance by the California Community Choice Financing Authority (the "Issuer") of its Clean Energy Project Revenue Bonds, Series 2026[X]. This opinion is rendered in connection with the Bond Purchase Contract, dated [___], 20[__] (the "Bond Purchase Contract"), by and between [Morgan Stanley & Co. LLC], as underwriter, and the Issuer. Capitalized terms used herein shall have the meanings given to them in the Bond Purchase Contract.

In rendering this opinion, I have examined or reviewed copies of such records and other documents as I have deemed necessary and relevant for purposes of this opinion. In my examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals, and the conformity of all original documents submitted to me as copies. In basing the opinion set forth in this letter on "my knowledge", the words "my knowledge" signify that no facts have come to my attention that would give me actual knowledge or actual notice that such opinion is not accurate. Except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

The opinion or conclusions herein may be affected by actions taken or omitted or events occurring after the date hereof. I have not undertaken to determine, or to inform any person,

whether any such actions are taken or omitted or events do occur or any other matters come to my attention after the date hereof. Accordingly, this opinion is not intended to, and may not, be relied upon in connection with any such actions, events or matters. In reviewing the documents and matters referred to above, I have assumed the due and legal execution and delivery thereof by, and the validity against, any parties other than SVCE. I have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in such documents. I have further assumed compliance with all covenants and agreements contained in such documents.

Based upon and subject to the foregoing and in reliance thereon, as of the date hereof, to my knowledge, after due inquiry, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to my knowledge, threatened against SVCE, affecting the existence of SVCE or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Power Supply Contract, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of SVCE or any authority for the execution and delivery of the Power Supply Contract, nor, to my knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Power Supply Contract.

I express no opinion as to any matter other than as expressly set forth above, and I express no opinion on the laws of any jurisdiction other than the State of California and the United States of America. I disclaim any obligation to update this letter.

Very truly yours,

[_____]
General Counsel

[_____ __], 20[__]

To the Addressees on
Schedule I attached hereto

We have acted as counsel to Silicon Valley Clean Energy Authority (the "Project Participant") in connection with the issuance by the California Community Choice Financing Authority (the "Issuer") of its Clean Energy Project Revenue Bonds, Series 2026[X] (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Contract, dated [___], 20[__] (the "Bond Purchase Contract"), by and between [Morgan Stanley & Co. LLC], as underwriter (the "Underwriter") and the Issuer.

In rendering this opinion, we have examined executed copies of the following documents in the form approved by the Board of Directors of the Project Participant pursuant to Project Participant Resolution (collectively, the "Project Participant Documents"):

(a) Resolution No. 20[__]-[__] adopted by the Board of Directors of the Project Participant on [_____] (the "Project Participant Resolution");

(b) Power Supply Contract between the Project Participant and the Issuer;

(c) Consolidated PPA Custodial Agreement by and among the Project Participant, Morgan Stanley Energy Structuring, L.L.C. (the "Energy Supplier"), Morgan Stanley Capital Group Inc. ("MSCG") and U.S. Bank Trust Company, National Association, as custodian;

(d) Limited Assignment Agreement by and among the Project Participant, the Energy Supplier and MSCG, as seller under the power purchase agreement to which such assignment relates;

(e) Letter Agreement by and among the Project Participant, the Issuer, the Energy Supplier and MSCG regarding matters relating to Limited Assignment Agreements; and

(f) Project Administration Agreement relating to the Clean Energy Project, by and between the Project Participant and the Issuer;

We have also reviewed copies of such records and other documents as we have deemed necessary and relevant for purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity of all original documents submitted to us as copies.

As to factual matters, we have relied solely upon our review of the foregoing, the representations and warranties of the Project Participant contained in the Project Participant Documents, the Preliminary Official Statement, the Official Statement, the joint powers agreement of the Project Participant, and various certificates and other documents furnished to us by authorized officers of the Project Participant. In basing the opinions set forth in this letter on "our knowledge", the words "our knowledge" signify that, in the course of our representation, no facts have come to our attention that would give us actual knowledge or actual notice that any such

opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters.

We are of the opinion that:

1. The Project Participant is a joint powers authority created and existing under the laws of the State of California (the "State"), specifically the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented from time to time (the "Act"), and has full legal right, power and authority under the Act to (a) enter into, execute and deliver the Project Participant Documents, and (b) carry out and consummate the transactions contemplated by the Project Participant Documents.

2. By all necessary official action, the Project Participant has duly authorized all necessary action to be taken by it for (a) the adoption of the Project Participant Resolution, (b) the approval, execution and delivery of, and the performance by the Project Participant of the obligations on its part, contained in the Project Participant Documents, and (c) the consummation by it of all other transactions contemplated by the Preliminary Official Statement, the Official Statement and the Project Participant Documents.

3. The Project Participant Resolution was duly and validly adopted by the Project Participant in compliance with all applicable procedural requirements of the Project Participant and in compliance with the Act, and the Project Participant Resolution is in full force and effect and has not been amended.

4. The Project Participant Documents have been duly authorized, executed and delivered by the Project Participant, and constitute legal, valid and binding obligations of the Project Participant enforceable against the Project Participant in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights.

5. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Project Participant of its obligations under the Project Participant Documents have been obtained.

6. The execution and delivery of the Project Participant Documents and compliance by the Project Participant with the provisions thereof, under the circumstances contemplated therein, will not conflict with or constitute on the part of the Project Participant a material breach of or a default under any agreement or instrument to which the Project Participant is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the Project Participant is subject.

7. To our knowledge, the statements contained in the Preliminary Official Statement as of its date and in the Official statement under the captions "INTRODUCTION – THE

PROJECT PARTICIPANT," "COMMUNITY CHOICE AGGREGATORS," in the second paragraph under the caption "LITIGATION," and in Appendix A – "THE PROJECT PARTICIPANT – Silicon Valley Clean Energy Authority" are true and correct in all material respects.

Notwithstanding anything to the contrary contained above, the foregoing opinion is expressly made subject to the following exceptions, qualifications, and assumptions:

(i) We express no opinion with respect to the validity or enforceability of any provisions of the Project Participant Documents or any other documents that may be read to require the Project Participant to indemnify any party.

(ii) We express no opinion with respect to regulatory compliance by the Project Participant under any applicable law, including the California Public Utilities Code, as amended or supplemented from time to time, as determined by any governmental authority, including the California Public Utilities Commission, regarding the purchase of Energy by the Project Participant under the Power Supply Contract.

(iii) We express no opinion as to the enforceability of provisions waiving, directly or indirectly, expressly or impliedly, defenses to obligations or rights granted by law, where such waivers are prohibited by law or are against public policy.

(iv) Our opinion as to enforceability is limited by standards of good faith, fair dealing, materiality, and reasonableness that may be applied by a court to the exercise of certain rights and remedies; limitations based on statutes or on public policy limiting a person's right to waive the benefit of statutory provisions or of a common law right; and limitations releasing a party from or indemnifying a party against liability for its own wrongful or negligent act when such release or indemnification is contrary to public policy.

(v) Our opinion is limited to the matters stated herein and no opinion may be inferred or implied beyond the matters expressly stated herein. The opinions expressed in this letter are given solely for your use and benefit in connection with the transactions referred to herein and no other person may use or rely on this opinion letter, nor may it be used or relied upon in any other transaction which is not related to transactions referred to herein, without our prior express written consent. This opinion is provided to you as a legal opinion only and not as a warranty or guarantee with respect to the matter described herein or in the documents referred to herein.

(vi) The scope of this opinion is limited to those issues and parties specifically considered herein and no further or more expansive opinion is implied or should be inferred from any opinion expressed herein. On such basis, any variation or difference in the facts upon which this opinion is based might affect our conclusions in an adverse manner and make them inaccurate.

This opinion is rendered solely for the use and benefit of the parties listed on Schedule I hereto and may not be relied upon other than in connection with the transactions contemplated by the Project Participant Documents, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or

otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

Respectfully submitted,

[____]

EXHIBIT F

MONTHLY DISCOUNT

Monthly Discount:	From [___], 20[__] until the end of the Initial Reset Period: [$___]/MWh

EXHIBIT G
FORM OF CLOSING CERTIFICATE

CLOSING CERTIFICATE OF PURCHASER

_____, 20[__]

Re: California Community Choice Financing Authority
Clean Energy Project Revenue Bonds, Series 2026[X]

The undersigned _____ of Silicon Valley Clean Energy Authority (the *"Purchaser"*), hereby certifies as follows in connection with the Power Supply Contract dated as of [____], 20[__] (the *"Agreement"*) between the Purchaser and California Community Choice Financing Authority ("*Issuer*") and the issuance and sale by Issuer of the above-referenced bonds (the *"Bonds"*) (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement):

1. Purchaser is a community choice aggregator, duly created and validly existing as a joint powers authority, and is in good standing, under the laws of the State of California (the *"State"*), and has the corporate power and authority to enter into and perform its obligations under the Agreement.

2. By all necessary official action on its part, the Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Purchaser of the obligations on its part contained in the Agreement, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.

3. The Agreement constitutes the legal, valid and binding obligation of the Purchaser.

4. The authorization, execution and delivery of the Agreement and compliance with the provisions on the Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default under (i) any instrument relating to the organization, existence or operation of Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Purchaser pursuant to any of the foregoing.

5 The Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other

instrument to which the Purchaser is a party or to which the Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Purchaser under any of the foregoing.

6. Payments to be made by the Purchaser under the Agreement shall constitute operating expenses of the Purchaser's CCA System (as defined in the Agreement) payable solely from the revenues and other available funds of Purchaser's CCA System as a cost of purchased electricity. The application of the revenues and other available funds of the Purchaser's CCA System to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against the Purchaser in any court or administrative body which would (a) contest the right of the officials of the Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Purchaser, (c) contest the validity, due authorization and execution of the Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent the Purchaser from executing, delivering and performing the Agreement, nor to the knowledge of the Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Purchaser of its obligations under the Agreement have been duly obtained.

9. The representations and warranties of the Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to the Purchaser contained in the Official Statement dated _____, 20[__] with respect to the Bonds, including Appendix B thereto (the *"Official Statement"*), fairly and accurately describe and summarize the financial and operating position of the Purchaser for the periods shown therein, and such statements and information did not as of the date of the Official Statement and do not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting the Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to the Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

12. The Board of Directors of Purchaser is composed of [_____ members] who are elected pursuant to the terms of the Act and the Joint Powers Agreement, dated [____], 20[_] as amended from time to time (the "Joint Powers Agreement"). The names of the current members of the Board of Directors are [[_____], [_____], [_____] and [____]].

13. On [____], 20[_], Purchaser held a meeting at which, among other matters, approval was granted for Purchaser to complete a prepaid energy transaction with Issuer and Energy Prepay [_], LLC. Reference is made to the minutes of said meeting, including the resolution attached thereto, for further detail regarding approval of the prepaid energy transaction (the "Authorizing Resolution").

[Remainder of Page Left Blank Intentionally]

14. The below-named persons have been duly elected or appointed, as applicable, and this day hold the offices or positions of the Purchaser set opposite their names, and any of them are authorized to execute any and all documents in connection with the prepaid energy transaction. The below-named persons further certify that their respective name, title, and email address set forth opposite their respective electronic signature below is correct, and that their respective digital signature is under their respective control.

Name	Title	Email Address	Signature
[____]	[____]	[____]	
			_____
[____]	[____]	[____]	
			_____

[Remainder of Page Left Blank Intentionally]

15. The persons named below are now, and at all times since [____], 20[__] have been, duly elected and qualified officers of the Purchaser holding the offices of the Purchaser set forth opposite their respective names, and each of the undersigned certifies that the signature of each of the others is the genuine manual signature of such person.

Name	Title	Signature
[____]	[____]	_____
[____]	[____]	_____

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

SILICON VALLEY CLEAN ENERGY AUTHORITY

By_____

Name:

Title:

EXHIBIT H

FORM OF REMEDIATION CERTIFICATE

[_____], 20__

California Community Choice Financing Authority ("Issuer")
1125 Tamalpais Avenue
San Rafael, CA 94901
Email: notices@cccfa.org

Energy Prepay [_], LLC ("Prepay LLC")
c/o Morgan Stanley & Co. LLC
[1585 Broadway
New York, NY 10036-8293]
Email: CCCFA_2026[X]_ms_notices@morganstanley.com
With a mandatory copy to:
msdoc-misc-notices@morganstanley.com

Re: Remediation Certificate for the Power Supply Contract, dated as of [___], 20[__], between Silicon Valley Clean Energy Authority and Issuer (the "Power Supply Contract")

To the addressees:

The undersigned, duly authorized representative of Silicon Valley Clean Energy Authority ("Purchaser"), hereby certifies as follows in connection with the remediation of Disqualified Remarketing Proceeds (as defined below). Capitalized terms used herein shall have the meanings set forth in the Power Supply Contract.

1. Remarketing Request. Pursuant to [Section [___]] of the Power Supply Contract, the Contract Quantities listed below have been remarketed in a [Insert Type of Sale] as defined in and pursuant to the remarketing provisions of the Prepaid Agreement (the proceeds of any such purchases, "Disqualified Remarketing Proceeds").

Remarketing Date(s)	**Remarketed Quantities (MWh)**	**Remarketing Price ($/MWh)**	**Disqualified Remarketing Proceeds ($)**
[_____], 20[_] - [_____], 20[_]	[_____] MWh	$[_____]/MWh	$[_____]

2. Remarketing and Remediation. Purchaser hereby certifies as follows in connection with the remediation of the Disqualified Remarketing Proceeds described in Section 1 above:
   a. Set forth as Attachment 1 hereto is a copy of one or more invoices or statements for the purchase of Energy under **[NOTE: Insert contract description]** by Purchaser which Purchaser agrees to apply to the remediation of the Disqualified Remarketing Proceeds set forth in Section 1.

Remediation Purchase Date(s)	**Remediation Quantities (MWh)**	**Remediation Price ($/MWh)**	**Remediation Dollar Amounts ($)**
[_____], 20[_] - [_____], 20[_]	[_____] MWh	$[_____]/MWh	$[_____]

b. Purchaser represents and warrants that (x) all of such Energy was used in compliance with the Qualifying Use Requirements and (y) none of such Energy is (i) Priority Energy or (ii) has been or will be utilized to remediate any remarketing proceeds for Priority Energy other than the Disqualified Remarketing Proceeds identified in Section 1.

In witness whereof the undersigned has executed this Certificate on and as of the date first written above.

SILICON VALLEY CLEAN ENERGY AUTHORITY

By _____
[Name]
[Title]

LIMITED ASSIGNMENT AGREEMENT

(Project Name)

This Limited Assignment Agreement (this "**Agreement**") is entered into as of [____], 20[__] (the "**Assignment Agreement Effective Date**") by and among [____], a [____] ("**PPA Seller**"), Silicon Valley Clean Energy Authority, a California joint powers authority ("**PPA Buyer**"), and Morgan Stanley Capital Group Inc., a Delaware corporation ("**MSCG**").

RECITALS

WHEREAS, PPA Buyer and PPA Seller are parties to that certain PPA identified on Appendix 1 hereto;

WHEREAS, in connection with one or more prepaid Energy transactions entered into between the Issuer, and a Prepay Seller, and with effect from and including the Assignment Period Start Date, PPA Buyer wishes to transfer by limited assignment to MSCG, and MSCG wishes to accept the transfer by limited assignment of, the Assigned Rights and Obligations with respect to any and all Assignment Appendices during the Assignment Period;

WHEREAS, pursuant to this Agreement, during the Assignment Period, MSCG will receive the Assigned Products specified in any and all Assignment Appendices in effect from time to time and MSCG will deliver such Assigned Products to Prepay Seller(s), which will deliver such Assigned Products to Issuer for ultimate delivery to PPA Buyer; and

WHEREAS, pursuant to this Agreement, during the Assignment Period, MSCG will assume responsibility for the Delivered Product Payment Obligation with respect to any and all Assignment Appendices then in effect.

THEREFORE, in consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and MSCG (the "**Parties**" hereto and each individually a "**Party**") agree as follows:

AGREEMENT

1. Definitions.

Unless the context otherwise specifies or requires, or defined below, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"**Agreement**" has the meaning specified in the first paragraph above.

"**Assigned Products**" means [the Product] under and as defined in the PPA.

"**Assigned Rights and Obligations**" means (i) the right of PPA Buyer under the PPA to receive the Assigned Products in each Month as specified in any and all Assignment Appendices then in effect during the Assignment Period, and (ii) the Delivered Product Payment Obligation, which rights and obligations are transferred and conveyed to MSCG hereunder, but which shall not relieve PPA Buyer of its obligations under the PPA in any respects.

"**Assignment Agreement Effective Date**" has the meaning set forth in the first paragraph above.

"**Assignment Appendix**" means each Assignment Appendix in the form attached hereto as Appendix 2 and delivered by MSCG hereunder pursuant to Section 11(f).

"**Assignment Appendix End Date**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Assignment Appendix Period**" means, with respect to each Assignment Appendix, the period from the Assignment Appendix Start Date to the Assignment Appendix End Date; provided that no Assignment Appendix Period may commence prior to the Assignment Period Start Date and no Assignment Appendix Period may extend beyond the Assignment Period End Date.

"**Assignment Appendix Start Date**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Assignment Early Termination Date**" has the meaning specified in Section 5(b).

"**Assignment Period**" has the meaning specified in Section 5(a).

"**Assignment Period End Date**" means 11:59:59 p.m. pacific prevailing time on [____], 20[_].

"**Assignment Period Start Date**" means [____] 1, 20[_].

"**Business Day**" has the meaning specified in the Prepaid Agreement.

"**Claims**" means all claims or actions, threatened or filed, and the resulting losses, damages, expenses, attorneys' fees, experts' fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, in each case arising under, in respect of or related in any way to the PPA or any transaction thereunder, except for the Delivered Product Payment Obligation.

"**Custodian**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Custody Agreement**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Day-Ahead Average Price**" has the meaning specified in Appendix 1.

"**Delivered Product Payment Obligation**" has the meaning specified in Section 3(a).

"**Delivery Point**" has the meaning specified in Appendix 1.

"**Energy**" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours ("**MWh**").

"**Government Agency**" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"**Issuer**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Month**" means a calendar month.

"**MSCG**" has the meaning specified in the first paragraph of this Agreement.

"**Person**" means any individual, corporation, partnership, joint venture, trust, unincorporated organization, or Government Agency.

"**PPA Buyer**" has the meaning specified in the first paragraph of this Agreement.

"**PPA Seller**" has the meaning specified in the first paragraph of this Agreement.

"**Prepaid Agreement**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Prepay Power Supply Contract**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Prepay Seller**" has, with respect to each Assignment Appendix, the meaning specified therein.

"**Receivables**" has the meaning given to such term in Section 3(f).

"**Retained Rights and Obligations**" has the meaning specified in Section 3.

2. Transfer and Undertakings.

(a) PPA Buyer hereby assigns, transfers and conveys to MSCG all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period. In connection with this assignment, PPA Buyer hereby delegates to MSCG the Assigned Rights and Obligations during the Assignment Period.

(b) PPA Seller hereby consents to PPA Buyer's assignment, transfer and conveyance of all right, title and interest in and to the Assigned Products specified in any and

all Assignment Appendices then in effect and, subject to Section 3(a), the delegation of the Assigned Rights and Obligations to MSCG and the exercise and performance by MSCG of the Assigned Rights and Obligations during the Assignment Period.

(c) MSCG hereby accepts such assignment, transfer and conveyance of PPA Buyer's right, title and interest in and to the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period, PPA Buyer's delegation of the Assigned Rights and Obligations during the Assignment Period and agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

3. Limited Assignment.

The Parties acknowledge and agree that (i) the Assigned Rights and Obligations include only a portion of PPA Buyer's and PPA Seller's rights and obligations arising under the PPA, and that all rights and obligations arising under the PPA that are not expressly included in the Assigned Rights and Obligations shall be "**Retained Rights and Obligations**", and (ii) the Retained Rights and Obligations include all rights and obligations of PPA Buyer and PPA Seller arising during the Assignment Period except the rights and obligations expressly included in the Assigned Rights and Obligations. In this regard:

(a) **Limited to Delivered Product Payment Obligation**. MSCG's sole payment obligation hereunder will be to pay the Floating Price Payments into the Custodial Account as such terms are defined in and described on Appendix 1 (the "**Delivered Product Payment Obligation**"), which Delivered Product Payment Obligation shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period. MSCG and PPA Buyer each agree to instruct the Custodian in accordance with Section 3(c) hereof to pay PPA Seller for the Assigned Products delivered during each Month of the Assignment Period specified in any and all Assignment Appendices then in effect on each applicable payment date under the "Payment" section of the PPA. PPA Buyer shall remain responsible for any payment obligations under the PPA during the Assignment Period specified in any and all Assignment Appendices then in effect, including in the event that either (i) MSCG does not make the payments into the Custodial Account or (ii) the Custodian does not make the payments to the PPA Seller from the Custodial Account as described above.

(b) **Retained Rights and Obligations**. Any Claims (other than the Delivered Product Payment Obligation or a failure to perform the same) arising or existing in connection with or related to the PPA, whether related to performance by PPA Seller, PPA Buyer or MSCG, and whether arising before, during or after the Assignment Period, in each case excluding the Delivered Product Payment Obligation, will be included in the Retained Rights and Obligations and any such Claims will be resolved exclusively between PPA Seller and PPA Buyer in accordance with the PPA. For the avoidance of doubt, the Parties acknowledge and agree that any invoice adjustments or reconciliations occurring after the initial settlement of amounts due under a monthly invoice shall be resolved solely between PPA Seller and PPA Buyer pursuant to the terms of the PPA.

(c) **Invoicing**. During the Assignment Period specified in any and all Assignment Appendices then in effect, PPA Seller shall continue to provide PPA Buyer a monthly invoice of amounts owing under the PPA, which invoice shall show the total amount due to PPA Seller under the PPA for such Month (the "**Monthly Gross Amount**"). Promptly following PPA Buyer's receipt of each monthly invoice from PPA Seller during the Assignment Period specified in any and all Assignment Appendices then in effect and, in any event, no later than five (5) Business Days thereafter, PPA Buyer shall deliver (i) a copy of such monthly invoice and the related supporting data to MSCG and (ii) a statement to each of MSCG and the Custodian indicating (A) the Monthly Gross Amount; (B) the Delivered Product Payment Obligation; and (C) the "**Retained Payment Obligation**", which shall be an amount equal to the Monthly Gross Amount minus the Delivered Product Payment Obligation. PPA Buyer and MSCG covenant and agree to instruct the Custodian to pay the Monthly Gross Amount to PPA Seller on or before the applicable payment date in the PPA; provided that (x) the liability of MSCG hereunder to PPA Seller is limited as described on Appendix 1 [and (y) the Monthly Gross Amount payable to PPA Seller shall be reduced to the extent that PPA Buyer disputes any of the invoiced amounts pursuant to Section [_] of the PPA][1]. PPA Buyer and MSCG may agree in a separate writing as to the allocation of the Monthly Gross Amount between PPA Buyer and MSCG of amounts paid by the Custodian to PPA Seller hereunder. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA.

(d) **Scheduling**. All scheduling of Energy included in the Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that during any Assignment Period specified in any and all Assignment Appendices then in effect (i) PPA Buyer will provide copies of all billing statements and generation reports provided by PPA Seller to PPA Buyer in accordance with the PPA delivered during the Assignment Period specified in any and all Assignment Appendices then in effect to MSCG and Issuer promptly upon PPA Buyer's receipt; (ii) title to Assigned Products specified in any and all Assignment Appendices then in effect will pass to MSCG upon delivery by PPA Seller at the Delivery Point in accordance with the PPA; (iii) immediately thereafter, title to such Assigned Products will pass to one or more Prepay Sellers (as set forth in the applicable Assignment Appendix), Issuer (as set forth in the applicable Assignment Appendix) and then to PPA Buyer upon delivery by MSCG at the same point where title is passed to MSCG pursuant to clause (ii) above; and (iv) PPA Buyer will be deemed to be acting as MSCG's agent with regard to scheduling Assigned Products.

(e) **Amendments**. PPA Buyer will provide written notice (including copies thereof) of any proposed or actual amendment, waiver, supplement, modification, or other changes to the PPA to MSCG relating to the Assigned Rights and Obligations, and the Parties hereby acknowledge and agree that an amendment, waiver, supplement, modification or other change will not have any effect on MSCG's rights or obligations under this Agreement until and unless MSCG receives written notice thereof.

(f) **Setoff of Receivables**. Pursuant to the applicable Prepaid Agreement(s), Prepay Seller(s) has agreed to purchase the rights to payment of the net amounts owed by PPA Buyer

[1] NTD: For inclusion to the extent the PPA includes a provision allowing SVCE to withhold payment for disputed amounts.

under the applicable Prepay Power Supply Contract ("**Receivables**") in the case of non-payment by PPA Buyer. To the extent any such Receivables relate to Assigned Products purchased by MSCG pursuant to the Assigned Rights and Obligations, the applicable Prepay Seller may sell such Receivables to MSCG and MSCG may transfer such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) to PPA Seller and apply the face amount of such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) as a reduction to any Delivered Product Payment Obligation; provided, however, that (1) at no time shall PPA Seller be required to pay MSCG for any amounts by which such Receivables exceed any Delivered Product Payment Obligation then due and owed to PPA Seller and (2) at all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. To effect such transfer, MSCG shall deliver to PPA Seller a notice of intent to transfer Receivables not later than the payment due date for the Delivered Product Payment Obligation and shall deliver to PPA Seller a bill of sale signed by MSCG not later than five Business Days thereafter.

4. Forward Contract.

The Parties acknowledge and agree that this Agreement is intended to constitute a "forward contract" and that the Parties are intended to constitute "forward contract merchants" within the meaning of the United States Bankruptcy Code.

5. Assignment Period; Assignment Early Termination.

(a) **Assignment Period**. The "**Assignment Period**" under an Assignment Appendix shall begin on the Assignment Appendix Start Date and extend until the Assignment Appendix End Date or as otherwise terminated early pursuant to Section 5(b); provided that in no event shall the Assignment Period extend beyond an Assignment Early Termination Date with respect to such Assignment Appendix; provided further that the Assignment Period under an Assignment Appendix will automatically terminate upon the expiration or early termination of either the Delivery Period (as defined in the PPA) or the PPA.

(b) **Early Termination**. An "**Assignment Early Termination Date**" will occur under the following circumstances and as of the dates and for the applicable Assignment Appendices specified below:

(1) the assignment of a Prepay Power Supply Contract by PPA Buyer or Issuer pursuant to Article [XIII] thereof shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of such assignment;

(2) the suspension, expiration, or termination of performance of the PPA by either PPA Buyer or PPA Seller for any reason other than the occurrence of an Uncontrollable Force, Force Majeure, or Force Majeure Event (as applicable) under and as defined in the PPA shall result in an Assignment

Early Termination Date for all Assignment Appendices then in effect, which Assignment Early Termination Date shall occur immediately as of the time of PPA Seller's last performance under the PPA following such suspension, expiration, or termination;

(3) the election of MSCG in its sole discretion to declare an Assignment Early Termination Date as a result of (a) any event or circumstance that would give either PPA Buyer or PPA Seller the right to terminate or suspend performance under the PPA (regardless of whether PPA Buyer or PPA Seller exercises such right) or (b) the execution of an amendment, waiver, supplement, modification or other change to the PPA that affects the Assigned Rights and Obligations or MSCG's rights or obligations under this Agreement (provided that MSCG shall not have a right to terminate under this Section 5(b)(3) to the extent that MSCG (i) receives prior notice of such change and (ii) provides its written consent thereto), which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by MSCG to PPA Buyer and PPA Seller;

(4) termination or suspension of deliveries for any reason other than a Force Majeure under and as defined in the applicable Prepaid Agreement or the applicable Prepay Power Supply Contract shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of the last deliveries under the relevant contract following such suspension or termination;

(5) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if MSCG fails to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for five Business Days following receipt by MSCG of written notice thereof, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by PPA Seller to MSCG and PPA Buyer; or

(6) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if either (a) an involuntary case or other proceeding is commenced against MSCG seeking liquidation, reorganization or other relief with respect to it or its debts under any applicable Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar law now or hereafter in effect or seeking the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed, or an order or decree approving or ordering any of the foregoing is entered and continued

unstayed and in effect, in any such event, for a period of 60 days, or (b) MSCG commences a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar law or any other case or proceeding to be adjudicated as bankrupt or insolvent, or MSCG consents to the entry of a decree or order for relief in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, files a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or consents to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of MSCG or any substantial part of its property, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect immediately on the date of PPA Seller's delivery of notice of its election to MSCG and PPA Buyer.

(c) **Reversion of Assigned Rights and Obligations**. The Parties acknowledge and agree that upon the occurrence of an Assignment Early Termination Date the Assigned Rights and Obligations under each applicable Assignment Appendix will revert from MSCG to PPA Buyer. Any Assigned Rights and Obligations under an Assignment Appendix that would become due for payment or performance on or after such Assignment Early Termination Date with respect to such Assignment Appendix shall immediately and automatically revert from MSCG to PPA Buyer; provided that (i) MSCG shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to MSCG prior to the Assignment Early Termination Date, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the occurrence of the Assignment Early Termination Date.

6. Representations and Warranties.

(a) **Copy of the PPA**. As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that a true, complete, and correct copy of the PPA is attached hereto as Appendix 4.

(b) **No Default**. As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder.

(c) **Other**. As of the Assignment Agreement Effective Date, each of PPA Buyer and PPA Seller represents and warrants to each other and to MSCG that:

(1) it has made no prior transfer (whether by way of security or otherwise) of any interest in the Assigned Rights and Obligations; and

(2) all obligations of PPA Buyer and PPA Seller under the PPA required to be performed on or before the Assignment Period Start Date have been fulfilled.

(d) **Representations**. Each Party represents to each of the other Parties as of the Assignment Agreement Effective Date:

(1) **Status**. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

(2) **Powers**. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(3) **No Violation or Conflict**. Such execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its obligations under this Agreement, will not result in any violation of, or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any Government Agency presently in effect, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets;

(4) **Consents**. All consents, approvals, orders or authorizations of, registrations, declarations, filings or giving of notice to, obtaining of any licenses or permits from, or taking of any other action with respect to, any Person or Government Agency that are required to have been obtained by such Party with respect to this Agreement and the transactions contemplated hereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(5) **Obligations Binding**. Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization,

insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

(6) **Non-Reliance**. It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Agreement, it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. It is entering into this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by all Parties, considers this Agreement a legally enforceable contract. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Agreement;

(7) **Assessment and Understanding**. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement; and

(8) **Status of Parties**. None of the other Parties is acting as a fiduciary for or an adviser to it in respect of this Agreement.

7. Counterparts.

This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by email), each of which will be deemed an original.

8. Costs and Expenses.

The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation, and execution of this Agreement.

9. Amendments.

No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by electronic transmission) and executed by each of the Parties.

10. Notices.

Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to another shall be in writing, except as otherwise expressly provided herein. It shall be sent by email transmission, courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses for each of the other Parties designated in Appendix 3 hereto. Any such notice, demand, or request shall be deemed to be given (i) when sent by email transmission, or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon written 10 days' prior written notice to the other Parties, to change its address at any time, and to designate that copies of all such notices be directed to another Person at another address. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, a Party may at any time notify the other Parties that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during such time shall be ineffective.

11. Miscellaneous.

(a) **Governing Law**. This Agreement and the rights and duties of the Parties under this Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; *provided*, however, that the authority of PPA Buyer to enter into and perform its obligations under this Agreement shall be determined in accordance with the laws of the State of California.

(b) **Arbitration**. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this Agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Francisco, California before three (3) arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") pursuant to its Comprehensive Arbitration Rules and Procedures. Within fifteen (15) days after the commencement of arbitration, each of MSCG and PPA Buyer shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the "**chairperson**") within thirty (30) days of the commencement of the arbitration. If either MSCG or PPA Buyer is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If the MSCG and PPA Buyer-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by any Party or have any direct pecuniary interest in any Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by all of the Parties. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed

by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. The responsibility for compensation and expenses of the three arbitrators and all other expenses charged by JAMS shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party or Parties, if any, the costs and attorney's fees reasonably incurred in seeking to enforce the application of this Section 11(b) and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 11(b), any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

(c) **Judicial Reference.** Without limiting the provisions in Section 11(b), if Section 11(b) is deemed ineffective or unenforceable in any respect, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a "**Dispute**") shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 *et seq*. of the California Code of Civil Procedure ("**CCP**"), or their successor sections (a "**Reference Proceeding**"), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 11(c)(1).

(1) Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the "**Disputing Party**") shall provide the other Parties (the "**Responding Parties**") with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the "**Notice of Dispute**"). Within 10 days after receiving the Notice of Dispute, the Responding Parties shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the "**Dispute Response**"). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by unanimous agreement within fifteen (15) days after receipt of the Dispute Response, (the "**Negotiation Period**"), then any Party may provide to the other Parties written notice of intent for judicial reference (the "**Impasse Notice**") in accordance with the further provisions of this Section 11.

(2) Applicability; Selection of Referees. Within 10 days of the delivery of an Impasse Notice, each of MSCG and PPA Buyer shall nominate one (1) referee. The two (2) referees (the "**Party-Appointed Referees**") shall appoint a third referee (the "**Third Referee**", together with the Party-Appointed Referees, the "**Referees**"). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired

California state or federal judge. Each of the Party-Appointed Referees and the Third Referee shall be impartial and independent of each of the Parties and of the other referees and not employed by any of the Parties in any prior matter.

(3) Inability to Agree upon Third Referee. If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the "**Court**"), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each of PPA Buyer and MSCG shall have one (1) peremptory challenge to the referee selected by the Court.

(4) Discovery; Proceedings.

(A) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the Referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(B) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(C) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(D) All proceedings and hearings conducted before the Referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the Referees, and the Referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

(5) Decision. The Referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision

shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

(d) Expenses. Each of MSCG, PPA Seller and PPA Buyer shall bear the compensation and expenses of its respective own counsel, witnesses, consultants and employees. The responsibility for compensation and expenses of the Referees and all other expenses of judicial reference shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller.

(e) **U.S. Resolution Stay Protocol**. The Parties hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("**ISDA U.S. Stay Protocol**"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, MSCG shall be deemed to be a Regulated Entity, and PPA Buyer and PPA Seller each shall be deemed to be an Adhering Party. In the event of any inconsistences between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(f) **Assignment Appendix Prepaid Transaction Details**. From time to time, MSCG may deliver one or more completed Assignment Appendices to the other Parties hereto completing the terms that are currently bracketed therein, and each such Assignment Appendix shall be binding upon each of the Parties hereto; provided that the aggregate sum of the Assigned Products under all Assignment Appendices then in effect will not exceed the Contract Quantity under and as defined in the PPA. As set forth in Appendix 1 hereto, MSCG's payment obligations are limited to any Assigned Products delivered pursuant to the Assignment Appendices then in effect. Each Assignment Appendix will set forth certain details relating to the commodity prepayment transaction pursuant to which all or a portion of the Assigned Products shall be delivered; provided that MSCG may, by written notice to PPA Seller and PPA Buyer, at any time and without the consent of PPA Seller or PPA Buyer, (i) rescind any Assignment Appendix or (ii) update or amend any Assignment Appendix to change any or all of the terms specified therein, including: an increase or decrease of the volume of Assigned Products to be delivered into the applicable commodity prepayment transaction (including without limitation a change thereto to reflect that all MWh of Assigned Products delivered in accordance with the PPA by PPA Seller shall be delivered into one commodity prepayment transaction, subject only the aggregate quantity limit specified above); a change in the relevant commodity prepayment transaction (i.e., the "Prepaid Agreement") pursuant to which the Assigned Products shall be delivered; a change in the identity of the Prepay Seller; or a change to the Assignment Appendix Start Date and / or the Assignment Appendix End Date. For the avoidance of doubt, (I) more than one Assignment Appendix may be in effect at any time, and (II) at any given time, less than one hundred percent (100%) of the Contract Quantity under and as defined in the PPA may be assigned pursuant to the Assignment Appendices then in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

[PPA SELLER]

By: _____
Name:_____
Title:_____

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Name:_____
Title:_____

MORGAN STANLEY CAPITAL GROUP INC.

By: _____
Name:_____
Title:_____

Appendix 1

Assigned Rights and Obligations

"**PPA**" that certain [____], together with any and all exhibits, schedules or supplements thereto or incorporated therein by reference, by and between PPA Buyer and PPA Seller, as may be amended from time to time.

"**Delivery Point**" has the definition set forth in the PPA.

Floating Price Payments. MSCG has separately agreed with PPA Buyer and Custodian pursuant to the Custody Agreement to pay the "Day-Ahead Average Price" as defined below into the custodial account specified in the Custody Agreement (the "**Custodial Account**") for the portion of the Assigned Products delivered to the Delivery Point during each Month of the Assignment Period pursuant to all Assignment Appendices then in effect (the "**Floating Price Payments**"). MSCG agrees to pay the Floating Price Payments into the Custodial Account, and MSCG's payment obligations under this Agreement are limited to making such payments into the Custodial Account, for application as provided in the Custody Agreement, which also provides for payment by (i) PPA Buyer of any other amounts due under the PPA for each Month of the Assignment Period and (ii) the Custodian of the net amount due to PPA Seller for each Month of the Assignment Period from the amounts received from MSCG and PPA Buyer, as applicable. MSCG's Floating Price Payments shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period for all Assignment Appendices then in effect; provided that PPA Seller and PPA Buyer acknowledge and agree that the making of Floating Price Payments into the Custodial Account by MSCG shall not entitle (A) MSCG to any payments from PPA Seller or (B) PPA Seller to payments in excess of the net amount that would otherwise be due from PPA Buyer to PPA Seller pursuant to the terms of the PPA. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. For the avoidance of doubt, MSCG's obligations hereunder are limited to only the Assignment Appendices then in effect.

"**Day-Ahead Average Price**" means the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Index Adder (as defined in the applicable Assignment Appendix) for the relevant Month. As used in this definition, "**Pricing Interval**" means the unit of time for which CAISO (or other entity that publishes such prices) establishes a separate price; and "**Day-Ahead Market Price**" means the Day Ahead Market or Locational Marginal Price for [NP15 EZ GEN HUB] for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by CAISO in accordance with its rules. For the avoidance of doubt, the Day-Ahead Average Price can be a negative number.

Appendix 2

Assignment Appendix - [A][B][C]

Date: [____]

"**Assignment Appendix End Date**" means 11:59:59 p.m. pacific prevailing time on [_____], 20[_].

"**Assignment Appendix Start Date**" means [_____] 1, 20[_].

"**Custodian**" means U.S. Bank Trust Company, National Association, a national banking association.

"**Custody Agreement**" means the Second Consolidated, Amended and Restated Custodial Agreement dated as of October 22, 2025, among the Issuer, PPA Buyer, MSCG, each applicable Prepay Seller and the Custodian, as from time to time amended, restated, supplemented or otherwise modified.

"**Index Adder**" means $[___]/MWh.

"**Issuer**" means California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq*. of the California Government Code, as amended).

"**Prepaid Agreement**" means that certain Prepaid Energy Sales Agreement, dated as of [___], 20[__] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

"**Prepay Power Supply Contract**" means that certain Power Supply Contract, dated as of [___], 20[__] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

"**Prepay Seller**" means Energy Prepay [_], LLC, a Delaware limited liability company, or any other Person that is the prepay seller under the terms of the Prepaid Agreement from time to time.

Assigned Products subject to this Assignment Appendix: As set forth immediately below, [the percentage of Assigned Products]/[the monthly quantities of Assigned Products] delivered to the Delivery Point: [_____].

Appendix 3

Notice Information

IF TO MSCG: Morgan Stanley Capital Group Inc.
Attention: Commodities Sales & Trading
1585 Broadway
New York, NY 10036-8293
Email: energyprepay@morganstanley.com

IF TO PPA SELLER: As set forth in the PPA.

IF TO PPA BUYER: As set forth in the PPA.

Appendix 4

Copy of the PPA

[To be attached.]

LIMITED ASSIGNMENT AGREEMENT

This Limited Assignment Agreement (this "**Agreement**") is entered into as of [___], 20[__] by and among Morgan Stanley Capital Group Inc., a Delaware corporation ("**PPA Seller**"), Silicon Valley Clean Energy Authority, a California joint powers authority ("**PPA Buyer**"), California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 et seq. of the California Government Code, as amended) ("**Issuer**"), and Energy Prepay [_], LLC, a Delaware limited liability company ("**Prepay LLC**").

RECITALS

WHEREAS, PPA Buyer and PPA Seller are parties to that certain Master Power Purchase and Sale Agreement dated [____] and the [Confirmation] thereunder dated as of [____] (the "**PPA**");

WHEREAS, in connection with a prepaid electricity transaction between Issuer and Prepay LLC, and with effect from and including the Assignment Period Start Date (as defined below), PPA Buyer wishes to transfer by limited assignment to Prepay LLC, and Prepay LLC wishes to accept the transfer by limited assignment of, the Assigned Rights and Obligations (as defined below) for the duration of the Assignment Period (as defined below);

WHEREAS, pursuant to this Agreement, Prepay LLC will receive the Assigned Product and Prepay LLC will deliver the Assigned Product to Prepay LLC, which will redeliver the Assigned Product to Issuer for ultimate redelivery to PPA Buyer; and

WHEREAS, pursuant to this Agreement, Prepay LLC will assume responsibility for the Delivered Product Payment Obligation.

THEREFORE, in consideration of the premises above and the mutual covenants and agreements herein set forth, Issuer, PPA Seller, PPA Buyer and Prepay LLC (the "**Parties**" hereto; each is a "**Party**") agree as follows:

AGREEMENT

1. Definitions.

The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"**Agreement**" has the meaning specified in the first paragraph above.

"**Assigned Delivery Point**" has the meaning specified in Appendix 1.

"**Assigned Products**" means all Products under and as defined in the PPA.

"**Assigned Product Price**" means the Energy Price (as defined in the PPA and specified in Appendix 1).

"**Assigned Rights and Obligations**" means (i) the rights of PPA Buyer under the PPA to receive the Assigned Products in each Month during the Assignment Period, as such rights may be limited or further described in Appendix 1, and (ii) the Delivered Product Payment Obligation, which right and obligation are transferred and conveyed to Prepay LLC hereunder.

"**Assignment Early Termination Date**" has the meaning specified in Section 5(b).

"**Assignment Period**" has the meaning specified in Section 5(a).

"**Assignment Period End Date**" means 11:59:59 p.m. pacific prevailing time on [____].

"**Assignment Period Start Date**" means 00:00 pacific prevailing time on [____].

"**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a notice, or payment, or performing a specified action.

"**CAISO Tariff**" means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission.

"**Claims**" means all claims or actions, threatened or filed, and the resulting losses, damages, expenses, attorneys' fees, experts' fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, in each case arising under, in respect of or related in any way to the PPA or any transaction thereunder, except for the Delivered Product Payment Obligation.

"**Delivered Product Payment Obligation**" has the meaning specified in Section 3(a).

"**Energy**" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours (MWh).

"**Government Agency**" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"**Inter-SC Trade**" or "**IST**" has the meaning set forth in the CAISO Tariff.

"**Issuer**" has the meaning specified in the first paragraph of this Agreement.

"**Month**" means a calendar month.

"**Person**" means any individual, corporation, partnership, joint venture, trust, unincorporated organization, or Government Agency.

"**PPA Buyer**" has the meaning specified in the first paragraph of this Agreement.

"**PPA Seller**" has the meaning specified in the first paragraph of this Agreement.

"**Prepaid Agreement**" means that certain Prepaid Energy Sales Agreement dated as of the date hereof by and between Prepay LLC and Issuer.

"**Prepay LLC**" has the meaning specified in the first paragraph of this Agreement.

"**Prepay Power Supply Contract**" means that certain Prepay Power Supply Contract dated as of the date hereof by and between PPA Buyer and Issuer.

"**Receivables**" has the meaning given to such term in Section 3(e).

"**Retained Rights and Obligations**" has the meaning specified in Section 3.

"**Scheduling Coordinator**" or "**SC**" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling Coordinator," of the CAISO Tariff, as amended from time to time.

2. Transfer and Undertakings.

(a) PPA Buyer hereby assigns, transfers and conveys to Prepay LLC all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the Assigned Product during the Assignment Period. In connection with this assignment, PPA Buyer hereby delegates to Prepay LLC the Assigned Rights and Obligations during the Assignment Period.

(b) PPA Seller hereby consents and agrees to PPA Buyer's assignment, transfer and conveyance of all right, title and interest in and to the Assigned Product and Assigned Rights and Obligations to Prepay LLC and the exercise and performance by Prepay LLC of the Assigned Rights and Obligations during the Assignment Period.

(c) Prepay LLC hereby accepts such assignment, transfer and conveyance of the Assigned Rights and Obligations during the Assignment Period and agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

3. Limited Assignment.

The Parties acknowledge and agree that (i) the Assigned Rights and Obligations include only a portion of PPA Buyer's rights and obligations under the PPA, and that all rights and obligations arising under the PPA that are not expressly included in the Assigned Rights and Obligations shall be "**Retained Rights and Obligations**", and (ii) the Retained Rights and Obligations include all

rights and obligations of PPA Buyer arising during the Assignment Period except the rights and obligations expressly included in the Assigned Rights and Obligations. In this regard:

(a) **Limited to Delivered Product Payment Obligation; Invoicing**. Prepay LLC's sole payment obligation hereunder will be to pay the Floating Price Payments into the Custodial Account as such terms are defined in and described on Appendix 1 (the "**Delivered Product Payment Obligation**"). Prepay LLC and PPA Buyer each agree to instruct the Custodian to pay PPA Seller for the Assigned Products delivered during each Month of the Assignment Period on each applicable payment date under the PPA. PPA Buyer shall remain responsible for any payment obligations under the PPA during the Assignment Period, including in the event that either (i) Prepay LLC does not make the payments into the Custodial Account as described above or (ii) the Custodian does not make the payments to the PPA Seller from the Custodial Account as described above.

(b) **Retained Rights and Obligations**. Any Claims (other than the Delivered Product Payment Obligation or a failure to perform the same) arising or existing in connection with or related to the PPA, whether related to performance by PPA Seller, PPA Buyer or Prepay LLC, and whether arising before, during or after the Assignment Period, in each case excluding the Delivered Product Payment Obligation, will be included in the Retained Rights and Obligations and any such Claims will be resolved exclusively between PPA Seller and PPA Buyer in accordance with the PPA.

(c) **Scheduling**. All scheduling of Energy associated with Assigned Product and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that (i) title to Assigned Product will pass to Prepay LLC upon delivery by PPA Seller at the Assigned Delivery Point in accordance with the PPA; (ii) immediately thereafter, title to such Assigned Product will pass to Prepay LLC, Issuer and then to PPA Buyer upon delivery by Prepay LLC at the same point where title is passed to Prepay LLC pursuant to clause (i) above; (iii) PPA Buyer will be deemed to be acting as Prepay LLC's agent with regard to scheduling Assigned Products; provided, however, that PPA Buyer shall be entitled to retain for its own account all CAISO revenues associated with delivery of the Assigned Product to CAISO, including where PPA Buyer is acting as Scheduling Coordinator for the Facility (as defined in the PPA) and through scheduling of ISTs; and (iv) (A) PPA Buyer and PPA Seller will provide copies to Prepay LLC of (I) any notice of Force Majeure delivered under the PPA and (II) any notice of a default or of a breach or other event that, if not cured within an applicable grace period, could result in a default; (B) PPA Seller will provide copies to Prepay LLC of annual forecasts and monthly forecasts and generation reports delivered under the PPA; and (C) PPA Buyer and PPA Seller, as applicable, will provide copies to Prepay LLC of any other information reasonably requested by Prepay LLC relating to Assigned Product.

(d) **Amendments**. PPA Buyer and PPA Seller will provide written notice (including copies thereof) of any amendment, waiver, supplement, modification, or other changes to the PPA to Prepay LLC relating to the Assigned Rights and Obligations, and the Parties hereby acknowledge and agree that an amendment, waiver, supplement, modification or other change will not have any effect on Prepay LLC's rights or obligations under this Agreement until and unless Prepay LLC receives written notice thereof.

(e) **Setoff of Receivables**. Pursuant to the Prepaid Agreement, Prepay LLC has agreed to purchase the rights to payment of the net amounts owed by PPA Buyer under the Prepay Power Supply Contract ("**PPA Buyer Receivables**") in the case of non-payment by PPA Buyer. To the extent any such PPA Buyer Receivables relate to Assigned Product purchased by Prepay LLC pursuant to the Assigned Rights and Obligations, Prepay LLC may transfer such PPA Buyer Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such PPA Buyer Receivables) to PPA Seller and apply the face amount of such PPA Buyer Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such PPA Buyer Receivables) as a reduction to any Delivered Product Payment Obligations; provided, however, that at no time shall PPA Seller be required to pay Prepay LLC for any amounts by which such PPA Buyer Receivables exceed any Delivered Product Payment Obligations then due and owed to PPA Seller. Thereafter, PPA Seller shall be entitled to pursue collection on such PPA Buyer Receivables directly against PPA Buyer. Any such amounts owed as PPA Buyer Receivables shall be considered amounts owed by PPA Buyer under the PPA, and PPA Seller shall be entitled to enforce its claim for such amounts under and subject to the terms of the PPA. PPA Buyer agrees that any PPA Buyer Receivables shall be paid without any setoff, deduction, counterclaim or withholding unless required by applicable Law in which case PPA Buyer shall pay such additional amount as is necessary to ensure that the net amount actually received by PPA Seller (free and clear of any setoff, deduction, counterclaim or withholding) will equal the full amount which PPA Seller would have received under the PPA had no such setoff, deduction, counterclaim or withholding been required.

4. Forward Contract.

The Parties acknowledge and agree that this Agreement constitutes a "forward contract" and that the Parties shall constitute "forward contract merchants" within the meaning of the United States Bankruptcy Code.

5. Assignment Period; Assignment Early Termination.

(a) **Assignment Period**. The "**Assignment Period**" shall begin on the Assignment Period Start Date and extend until the Assignment Period End Date; provided that in no event shall the Assignment Period extend past an Assignment Early Termination Date.

(b) **Early Termination**. An "**Assignment Early Termination Date**" will occur under the following circumstances and as of the dates specified below:

i. the assignment of the Prepay Power Supply Contract by PPA Buyer or Issuer pursuant to [Article XIII] thereof, which Assignment Early Termination Date shall occur immediately as of the time of such assignment;

ii. the suspension, expiration, or termination of performance of the PPA by either PPA Buyer or PPA Seller for any reason other than the occurrence of a Force Majeure under and as defined in the PPA, which Assignment Early Termination Date shall occur immediately as of the time of PPA Seller's last performance under the PPA following such suspension, expiration, or termination;

iii. the election of Prepay LLC in its sole discretion to declare an Assignment Early Termination Date as a result of (a) any event or circumstance that would give either PPA Buyer or PPA Seller the right to terminate or suspend performance under the PPA (regardless of whether PPA Buyer or PPA Seller exercises such right) or (b) the execution of an amendment, waiver, supplement, modification or other change to the PPA that adversely affects the Assigned Rights and Obligations or Prepay LLC's rights or obligations under this Agreement (provided that Prepay LLC shall not have a right to terminate under this clause (b) to the extent that Prepay LLC (i) receives prior notice of such change and (ii) provides its written consent thereto), which Assignment Early Termination Date shall occur upon the date set forth in a written notice of such election delivered by Prepay LLC to PPA Buyer and PPA Seller;

iv. termination or suspension of deliveries for any reason other than a Force Majeure under and as defined in the Prepaid Agreement or Prepay Power Supply Contract, which Assignment Early Termination Date shall occur immediately as of the time of the last deliveries under the relevant contract following such suspension or termination;

v. the election of PPA Seller or PPA Buyer in its sole discretion to declare an Assignment Early Termination Date if Prepay LLC fails to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for five Business Days following receipt by Prepay LLC of written notice thereof, which Assignment Early Termination Date shall occur upon the date set forth in a written notice of such election delivered by PPA Seller or PPA Buyer, as applicable, to Prepay LLC, and with a copy to PPA Buyer or PPA Seller, as applicable;

vi. the election of PPA Seller or PPA Buyer in its sole discretion to declare an Assignment Early Termination Date if either (a) an involuntary case or other proceeding is commenced against Prepay LLC seeking liquidation, reorganization or other relief with respect to it or its debts under any applicable Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar law now or hereafter in effect or seeking the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed, or an order or decree approving or ordering any of the foregoing is entered and continued unstayed and in effect, in any such event, for a period of 60 days, or (b) Prepay LLC commences a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar law or any other case or proceeding to be adjudicated as bankrupt or insolvent, or Prepay LLC consents to the entry of a decree or order for relief in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, files a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or consents to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Prepay LLC or any substantial part of its property, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, which Assignment Early Termination Date shall occur upon the earliest date set forth in a

written notice of such election delivered by PPA Seller or PPA Buyer, as applicable, to Prepay LLC, and with a copy to PPA Buyer or PPA Seller, as applicable;

vii. either Prepay LLC or PPA Buyer may designate an Assignment Early Termination Date with written notice to the other Parties to the extent that Prepay LLC and PPA Buyer have mutually agreed upon a replacement Assignment Agreement (as defined in the Prepay Power Supply Contract) that will replace the Assigned Rights and Obligations hereunder immediately following the termination hereof, which Assignment Early Termination Date shall occur effective as of the end of the Month preceding the commencement of the "Assignment Period" under the replacement Assignment Agreement as specified in the notice from Prepay LLC or PPA Buyer to the other Parties; and

viii. PPA Buyer may deliver written notice of termination to the other Parties if any change, event or effect occurs, including but not limited a change in applicable laws or regulations, any issues with the PPA Seller or the PPA, a dispute under the PPA or other similar circumstance, that individually or collectively have or are reasonably expected by PPA Buyer to have a material adverse effect upon (A) the PPA Buyer, (B) its rights and obligations under this Agreement, the Prepay Power Supply Contract, or the PPA, or (C) the benefit the PPA Buyer is receiving by assigning the Assigned Rights and Obligations, with such Assignment Early Termination Date to be the date set forth in a written notice delivered by PPA Buyer to the other Parties; provided that (x) PPA Buyer will provide notice to the other Parties as soon as is reasonably possible that PPA Buyer anticipates exercising this termination right, and (y) PPA Buyer shall exercise commercially reasonable efforts to propose and agree with Prepay LLC upon a replacement Assignment Agreement prior to exercising this termination right.

(c) **Reversion of Assigned Rights and Obligations**. The parties acknowledge and agree that upon the occurrence of an Assignment Early Termination Date the Assigned Rights and Obligations will revert from Prepay LLC to PPA Buyer. Any Assigned Rights and Obligations that would become due for payment or performance on or after such Assignment Early Termination Date shall immediately and automatically revert from Prepay LLC to PPA Buyer, provided that (i) Prepay LLC shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to Prepay LLC prior to the Assignment Early Termination Date, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the occurrence of the Assignment Early Termination Date.

6. Representations and Warranties.

(a) **Copy of PPA**. PPA Seller and PPA Buyer represent and warrant to Prepay LLC that a true, complete, and correct copy of the PPA is attached hereto as Appendix 3.

(b) **No Default**. PPA Seller and PPA Buyer represent and warrant to Prepay LLC that no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder.

(c) **Other**. Each of PPA Buyer and PPA Seller represents and warrants to each other and to Prepay LLC that:

i. it has made no prior transfer (whether by way of security or otherwise) of any interest in the Assigned Rights and Obligations; and

ii. all obligations of PPA Buyer and PPA Seller under the PPA required to be performed on or before the Assignment Period Start Date have been fulfilled.

(d) **Representations**. Each Party represents to each of the other Parties:

i. **Status**. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

ii. **Powers**. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance.

iii. **No Violation or Conflict**. Such execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its obligations under this Agreement, will not result in any violation of, or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any Government Agency, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets.

iv. **Consents**. All consents, approvals, orders or authorizations of, registrations, declarations, filings or giving of notice to, obtaining of any licenses or permits from, or taking of any other action with respect to, any Person or Government Agency that are required to have been obtained by such Party with respect to this Agreement and the transactions contemplated hereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

v. **Obligations Binding**. Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles

of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

vi. **Non-Reliance**. It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. It is entering into this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by all Parties, considers this Agreement a legally enforceable contract. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Agreement.

vii. **Assessment and Understanding**. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement.

viii. **Status of Parties**. None of the other Parties is acting as a fiduciary for or an adviser to it in respect of this Agreement.

7. Counterparts.

This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by electronic transmission), each of which will be deemed an original.

8. Costs and Expenses.

The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation, and execution of this Agreement.

9. Amendments.

No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by an electronic transmission) and executed by each of the Parties or confirmed by emails or electronic messages on an electronic messaging system.

10. Notices.

Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to another shall be in writing, except as otherwise expressly provided herein. It shall be sent by email transmission, courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses for each of the other Parties designated in Appendix 2

hereto. Any such notice, demand, or request shall be deemed to be given (i) when sent by email transmission, or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon 10 days' prior written notice to the other Parties, to change its address at any time, and to designate that copies of all such notices be directed to another person at another address. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, any Party may at any time notify the other Parties that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during such time shall be ineffective.

11. Miscellaneous.

(a) **Governing Law**. This Agreement and the rights and duties of the Parties under this Agreement will be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; *provided*, however, that the authority of PPA Buyer to enter into and perform its obligations under this agreement shall be determined in accordance with the laws of the state of California.

(b) **U.S. Resolution Stay**. The Parties hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("**ISDA U.S. Stay Protocol**"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, Prepay LLC and PPA Seller shall each be deemed to be a Regulated Entity, and PPA Buyer shall be deemed to be an Adhering Party. In the event of any inconsistences between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(c) **Reserved**.

(d) **Arbitration**. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Francisco, California before three (3) arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") pursuant to its Comprehensive Arbitration Rules and Procedures. Within fifteen (15) days after the commencement of arbitration, each of PPA Seller and PPA Buyer shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the "**chairperson**") within thirty (30) days of the commencement of the arbitration. If either PPA Seller or PPA Buyer is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If the PPA Seller and PPA Buyer-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by any Party or have any direct pecuniary interest in any Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by all of the Parties. The Parties shall maintain the confidential nature of the

arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party or Parties, if any, the costs and attorney's fees reasonably incurred in seeking to enforce the application of this Section 11(d) and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 11(d), any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

(e) **Judicial Reference.** Without limiting the provisions in Section 11(d), if Section 11(d) is deemed ineffective or unenforceable in any respect, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a "**Dispute**") shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("**CCP**"), or their successor sections (a "**Reference Proceeding**"), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 11(e)i).

i. Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the "**Disputing Party**") shall provide the other Parties (the "**Responding Parties**") with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the "**Notice of Dispute**"). Within 10 days after receiving the Notice of Dispute, the Responding Parties shall provide the Disputing Party with a written Notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the "**Dispute Response**"). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by unanimous agreement within sixty 60 days after receipt of the Dispute Response, (the "**Negotiation Period**"), then any Party may provide to the other Parties written notice of intent for judicial reference (the "**Impasse Notice**") in accordance with the further provisions of this Section 11.

ii. Applicability; Selection of Referees.

(A) Within 10 days of the delivery of an Impasse Notice, each of PPA Seller and PPA Buyer shall nominate one (1) referee. The two (2) referees (the

"**Party-Appointed Referees**") shall appoint a third referee (the "**Third Referee**", together with the Party-Appointed Referees, the "**Referees**"). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third Referee shall be impartial and independent of each of the Parties and of the other referees and not employed by any of the Parties in any prior matter.

(B) If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the "**Court**"), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each of PPA Buyer and PPA Seller shall have one (1) peremptory challenge to the referee selected by the Court.

iii. Discovery; Proceedings.

(A) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(B) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(C) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(D) All proceedings and hearings conducted before the referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the referees,

and the referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

iv. Decision. The referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

v. Expenses. Each of PPA Seller and PPA Buyer shall bear the compensation and expenses of its respective Party-Appointed Referee, own counsel, witnesses, consultants and employees. All other expenses of judicial reference shall be split equally between PPA Seller and PPA Buyer.

(f) **Limitation of Liability**. Notwithstanding anything to the contrary herein, all obligations of Issuer under this Agreement, including without limitation all obligations to make payments of any kind whatsoever, are special, limited obligations of Issuer, payable solely from the Trust Estate (as such term is defined in the Bond Indenture) as and to the extent provided in the Bond Indenture, including with respect to Operating Expenses (as such term is defined in the Bond Indenture). Issuer shall not be required to advance any moneys derived from any source other than the Revenues (as such term is defined in the Bond Indenture) and other assets pledged under the Bond Indenture for any of the purposes in this Agreement mentioned. Neither the faith and credit of Issuer nor the taxing power of the State of California or any political subdivision thereof is pledged to payments pursuant to this Agreement. Issuer shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Agreement, except solely to the extent Revenues (as such term is defined in the Bond Indenture) are received for the payment thereof and may be applied therefor pursuant to the terms of the Bond Indenture.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

MORGAN STANLEY CAPITAL GROUP INC.

By: _____
Name:_____
Title:_____

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Name:_____
Title:_____

ENERGY PREPAY [_], LLC

By: _____
Name:_____
Title:_____

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Name:_____
Title:_____

Appendix 1

Assigned Rights and Obligations

PPA: [____]

Assigned Delivery Point: [____]

Assigned Product Price: [____]

Appendix 2

Notice Information

IF TO PPA SELLER: As set forth in the PPA

IF TO PREPAY LLC: Energy Prepay [_], LLC
c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036-8293
Email: CCCFA_2026[X]_ms_notices@morganstanley.com
With a mandatory copy to:
msdoc-misc-notices@morganstanley.com

IF TO ISSUER: California Community Choice Financing Authority
1125 Tamalpais Avenue
San Rafael, CA 94901
Email: notices@cccfa.org and invoices@cccfa.org

IF TO PPA BUYER: As set forth in the PPA

Appendix 3

Copy of Power Sales Contract

[To be attached.]

LETTER AGREEMENT

[____], 2026

Silicon Valley Clean Energy Authority
333 W. El Camino Real Suite 330
Sunnyvale, CA 94087
Email:

California Community Choice Financing Authority
1125 Tamalpais Avenue
San Rafael, CA 94901
Email: notices@cccfa.org

Re: PPA Assignments for Delivery under Prepay Energy Agreements

Ladies and Gentlemen:

This Letter Agreement (this "Letter Agreement") confirms our mutual agreement with respect to the matters set forth below and relates to (i) that certain Power Supply Contract (the "Power Supply Contract"), dated as of the date hereof, by and between California Community Choice Financing Authority ("Issuer") and Silicon Valley Clean Energy Authority ("Project Participant"), (ii) that certain Prepaid Energy Sales Agreement (the "Prepaid Agreement"), dated as of the date hereof, by and between Energy Prepay [_], LLC, a Delaware limited liability company ("Prepay LLC") and Issuer, and (iii) that certain Energy Management Agreement, dated as of the date hereof, by and between Morgan Stanley Capital Group Inc. ("MSCG") and Prepay LLC (together with the Power Supply Contract and the Prepaid Agreement, the "Prepay Energy Agreements"). Any capitalized term used in this Letter Agreement and not otherwise defined herein shall have the meaning assigned to such term in the Power Supply Contract. In consideration of each party's execution of the respective Prepay Energy Agreements, as well as the premises above and the mutual covenants and agreements set forth herein, Issuer, Project Participant, Prepay LLC and MSCG (collectively, the "Parties") agree as follows:

1. **PPA Assignments for Delivery under Prepay Energy Agreements**.

(a) Initial Assignment. [Concurrently with the execution of the Prepay Energy Agreements], Project Participant has assigned and MSCG has agreed to assume a portion of Project Participant's rights and obligations under the Initial Assigned PPA.

(b) Replacement Assignments. Commencing (i) six months prior to the expiration of any EPS Energy Period or the resumption of deliveries in a new Reset Period following Participant's issuance of a Remarketing Termination Notice pursuant to [Section 3.4] of the Power Supply Contract or (ii) otherwise immediately upon the early termination or anticipated early termination of an EPS Energy Period, Project Participant shall exercise Commercially Reasonable Efforts to assign a portion of Project Participant's rights and obligations (the "Assigned Rights and Obligations") under one or more power purchase agreements under which Project Participant is purchasing EPS Compliant Energy pursuant

to an Assignment Agreement substantially in the form of (A) the Limited Assignment Agreement set forth as Exhibit A hereto if the PPA Supplier is an unrelated third party or (B) the Limited Assignment Agreement set forth as Exhibit B hereto if the PPA Supplier is MSCG (each, an "Assignment Agreement"), and the Parties shall cooperate in good faith with respect to any proposed assignments; provided that

(1) any subsequent Assignment Agreement shall provide (I) for the assignment by Project Participant to either (a) Prepay LLC if MSCG is the PPA Supplier or (b) MSCG if the PPA Supplier is an unrelated third party of its right to receive all of the Energy (and any associated products set forth in the Assignment Agreement) delivered under the applicable power purchase agreement for each Month of the applicable EPS Energy Period and (II) for payment by Prepay LLC or MSCG as applicable to the PPA Supplier under such subsequent power purchase agreement of the Day-Ahead Average Price for each Month of the applicable EPS Energy Period, with such amounts to be credited in the PPA Supplier's monthly invoice to Project Participant against other amounts owed by Project Participant under the Assigned PPA during the EPS Energy Period;

(2) any third party PPA Supplier must satisfy MSCG's internal credit and approval requirements and other requirements applied on a nondiscriminatory basis, including any "know your customer" rules, policies and procedures, anti-money laundering rules and regulations, Dodd-Frank Act, Commodity Exchange Act, Patriot Act and similar rules, regulations, requirements and corresponding policies;

(3) any such assignment must be agreed and consented to by Project Participant, Prepay LLC and MSCG in their reasonable discretion; and

(4) the Parties recognize that MSCG will be obligated to sell and deliver Assigned Product it receives from a third-party PPA Supplier to Prepay LLC under the Energy Management Agreement; Prepay LLC will be obligated to deliver Assigned Product that it acquires to Issuer under the terms of the Prepaid Agreement; and Issuer will be obligated to deliver Assigned Product that it acquires to Project Participant under the terms of the Power Supply Contract.

(c) MSCG Procurement of EPS Compliant Energy. To the extent that (i) Project Participant, Prepay LLC and MSCG have not agreed upon a replacement assignment of a power purchase agreement by the date that is seventy-five (75) days prior to (A) the end of any EPS Energy Period or (B) the resumption of deliveries in a new Reset Period following Participant's issuance of a Remarketing Termination Notice pursuant to [Section 3.4] of the Power Supply Contract, or (ii) an early termination of an EPS Energy Period has occurred and Project Participant, Prepay LLC and MSCG have not agreed upon a replacement assignment of a power purchase agreement, then MSCG shall exercise Commercially Reasonable Efforts to obtain EPS Compliant Energy for ultimate redelivery to Project Participant, provided that:

(1) Project Participant must consent to MSCG's procurement of any such EPS Compliant Energy for ultimate redelivery to Project Participant, with such consent not to be unreasonably withheld;

(2) the Parties shall act in good faith and in a Commercially Reasonable manner to negotiate any necessary amendments to the Prepay Energy Agreements to facilitate the delivery of such EPS Compliant Energy; and

(3) the period of delivery for any such EPS Compliant Energy (any such period, a "MSCG EPS Energy Period") shall not exceed the length, as applicable, of (A) the then-current Reset Period if such EPS Compliant Energy is obtained for delivery for the remainder of a Reset Period and (B) the length of the next succeeding Reset Period if such EPS Compliant Energy is obtained for delivery commencing in a subsequent Reset Period.

(d) Tax Opinion. The Parties acknowledge and agree that their ability to enter into a new Reset Period will be contingent on obtaining an [Opinion of Bond Counsel] (as defined in the Bond Indenture), which will be dependent on the availability of EPS Compliant Energy for delivery in such Reset Period.

2. **Failure to Obtain EPS Compliant Energy**. To the extent an EPS Energy Period terminates or expires and Project Participant and MSCG have been unable to obtain EPS Compliant Energy for delivery under the Prepay Energy Agreements pursuant to the provisions of Paragraph 1, then Prepay LLC shall remarket the Base Energy pursuant to the provisions of Exhibit C to the Prepaid Agreement, subject to the following:

(a) the Parties' obligations set forth in Paragraph 1 shall continue to apply;

(b) Project Participant shall not make any new commitment to purchase Priority Energy during such a remarketing; and

(c) consistent with [Section 7.5] of the Power Supply Contract, Project Participant shall exercise Commercially Reasonable Efforts to remediate any Disqualifed Remarketing Proceeds resulting from Prepay LLC's remarketing.

3. **Representations**. Each Party represents to each of the other Parties:

(a) **Status**. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

(b) **Powers**. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance.

(c) **No Violation or Conflict**. Such execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its obligations under this Agreement, will not result in any violation of, or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any Government Agency, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets.

(d) **Consents**. All consents, approvals, orders or authorizations of, registrations, declarations, filings or giving of notice to, obtaining of any licenses or permits from, or taking of any other action with respect to, any Person or Government Agency that are required to have been obtained by such Party with respect to this Agreement and the transactions contemplated hereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

(e) **Obligations Binding**. Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(f) **Non-Reliance**. It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. It is entering into this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by all Parties, considers this Agreement a legally enforceable contract. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Agreement.

(g) **Assessment and Understanding**. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement.

(h) **Status of Parties**. None of the other Parties is acting as a fiduciary for or an adviser to it in respect of this Agreement.

4. **Counterparts**. This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile or electronic transmission), each of which will be deemed an original.

5. **Costs and Expenses**. The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation, and execution of this Agreement.

6. **Amendments**. No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile or electronic transmission) and executed by each of the Parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

7. **Notices**. Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to another shall be in writing, except as otherwise expressly provided herein. It shall be sent by email transmission, courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses for each of the other Parties designated in Appendix 2 hereto. Any such notice, demand, or request shall be deemed to be given (i) when delivered by email transmission, or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon written 10 days' prior written notice to the other Parties, to change its address at any time, and to designate that copies of all such notices be directed to another person at another address. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, any Party may at any time notify the other Parties that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during such time shall be ineffective.

8. **Dispute Resolution**.

(a) **Governing Law**. This Agreement and the rights and duties of the Parties under this Agreement will be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; *provided*, however, that the authority of Project Participant and Issuer to enter into and perform their obligations under this Agreement shall be determined in accordance with the laws of the State of California.

(b) **Arbitration**. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Francisco, California before three (3) arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**")

pursuant to its Comprehensive Arbitration Rules and Procedures. Within fifteen (15) days after the commencement of arbitration, each of MSCG and Project Participant shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the "**chairperson**") within thirty (30) days of the commencement of the arbitration. If either MSCG or Project Participant is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If MSCG and Project Participant-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by any Party or have any direct pecuniary interest in any Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by all of the Parties. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party or Parties, if any, the costs and attorneys' fees reasonably incurred in seeking to enforce the application of this Section 8(b) and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 8(b), any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

(c) **Judicial Reference.** Without limiting the provisions in Section 8(b), if Section 8(b) is deemed ineffective or unenforceable in any respect, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a "**Dispute**") shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("**CCP**"), or their successor sections (a "**Reference Proceeding**"), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 8(c)i.

i. Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the "**Disputing Party**") shall provide the other Parties (the "**Responding Parties**") with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the "**Notice of Dispute**"). Within ten (10) Days after receiving the Notice of Dispute, the Responding Parties shall provide the Disputing Party with a written Notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for

such position (the "**Dispute Response**"). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by unanimous agreement within sixty (60) Days after receipt of the Dispute Response, (the "**Negotiation Period**"), then any Party may provide to the other Parties written notice of intent for judicial reference (the "**Impasse Notice**") in accordance with the further provisions of this Section 8(c).

ii. Applicability; Selection of Referees.

(A) Within ten days of the delivery of an Impasse Notice, each of MSCG and Project Participant shall nominate one (1) referee. The two (2) referees (the "**Party-Appointed Referees**") shall appoint a third referee (the "**Third Referee**"). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third Referee shall be impartial and independent of each of the Parties and of the other referees and not employed by any of the Parties in any prior matter.

(B) If the Party-Appointed Referees are unable to agree on the Third Referee within forty-five (45) Days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the "**Court**"), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each of Project Participant and MSCG shall have one (1) peremptory challenge to the referee selected by the Court.

iii. Discovery; Proceedings.

(A) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within twenty (20) days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within one hundred eighty (180) days after the date of the conference, and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(B) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(C) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(D) All proceedings and hearings conducted before the referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the referees, and the referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

iv. Decision. The referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

v. Expenses. Each of MSCG and Project Participant shall bear the compensation and expenses of its respective Party-Appointed Referee, own counsel, witnesses, consultants and employees. All other expenses of judicial reference shall be split equally between MSCG and Project Participant.

9. **Limitation of Liability**. Notwithstanding anything to the contrary herein, all obligations of Issuer under this Agreement, including without limitation all obligations to make payments of any kind whatsoever, are special, limited obligations of Issuer, payable solely from the [Trust Estate] (as such term is defined in the Bond Indenture) as and to the extent provided in the Bond Indenture, including with respect to [Operating Expenses] (as such term is defined in the Bond Indenture). Issuer shall not be required to advance any moneys derived from any source other than the [Revenues] (as such term is defined in the Bond Indenture) and other assets pledged under the Bond Indenture for any of the purposes in this Agreement mentioned. Neither the faith and credit of Issuer nor the taxing power of the State of California or any political subdivision thereof is pledged to payments pursuant to this Agreement. Issuer shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Agreement, except solely to the extent [Revenues] (as such term is defined in the Bond Indenture) are received for the payment thereof and may be applied therefor pursuant to the terms of the Bond Indenture.

[Signature Pages to Follow]

Very truly yours,

PREPAY LLC

ENERGY PREPAY [_], LLC
By: Morgan Stanley Capital Group Inc., its Manager

By: _____
Name: _____
Title: _____

MSCG

MORGAN STANLEY CAPITAL GROUP INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED, ACCEPTED AND AGREED TO as of the date first set forth above:

PARTICIPANT

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Name: _____
Title: _____

ISSUER

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF LIMITED ASSIGNMENT AGREEMENT FOR THIRD PARTY AS PPA SUPPLIER

[To be attached.]

EXHIBIT B

FORM OF LIMITED ASSIGNMENT AGREEMENT FOR MSCG AS PPA SUPPLIER

[To be attached.]

Chapman Draft 10.16.26

PREPAID ENERGY PROJECT ADMINISTRATION AGREEMENT

This Prepaid Energy Project Administration Agreement (this "Agreement") is made and entered into as of [_____ __], 2026, by and between California Community Choice Financing Authority ("CCCFA") and Silicon Valley Clean Energy Authority ("SVCE"), with respect to the Prepaid Energy Project (defined below). CCCFA and SVCE may be referred to individually herein as a "Party" and collectively as the "Parties". Capitalized terms used herein (including in the following Recitals) have the meanings given to such terms in Section 1.

W I T N E S S E T H:

WHEREAS, SVCE is a "community choice aggregator" under the Public Utilities Code; and

WHEREAS, SVCE and certain other community choice aggregators have created CCCFA as a joint exercise of powers authority under and pursuant to the Act and the Joint Powers Agreement; and

WHEREAS, CCCFA's purpose is to assist its Members (as defined in the Joint Powers Agreement), including SVCE, by undertaking the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations on behalf of one or more of the Members by, among other things, issuing or incurring Bonds (as such term is defined in the Joint Powers Agreement) and entering into related contracts with Members; and

WHEREAS, CCCFA and SVCE are entering into a Power Supply Contract pursuant to which CCCFA has agreed to supply Energy to SVCE under the terms set forth therein; and

WHEREAS, in order to provide such Energy to SVCE under the Power Supply Contract, CCCFA is entering into the Prepaid Agreement with Energy Prepay [__], LLC, a Delaware limited liability company (the "Energy Supplier"), under which it will make a prepayment to the Energy Supplier for the purchase and delivery of such Energy; and

WHEREAS, CCCFA will finance the prepayment under the Prepaid Agreement and related costs by issuing the Bonds pursuant to the Indenture; and

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

Section 1. Defined Terms. Capitalized terms used herein shall have the meanings set forth below:

"Act" means Chapter 5 of Division 7 of Title 1 of the California Government Code, being Section 6500 and following, as amended.

"Annual Refund" means the annual refund, if any, to be provided to SVCE pursuant to Section 3.2(c) of the Power Supply Contract.

"Assigned Delivery Point" has the meaning specified in the Assignment Agreement.

"Assigned Energy" has the meaning specified in the Assignment Agreement.

"Assigned Product" means Assigned Energy and associated renewable energy credits, green energy attributes and any other product included in the Assignment Agreement.

"Assignment Agreement" means the Initial Assignment Agreement and any subsequent assignment agreement entered into consistent with the Assignment Letter Agreement.

"Assignment Letter Agreement" has the meaning specified in the Power Supply Contract.

"Base Energy" means Energy to be delivered to an Energy Delivery Point.

"Bonds" means the bonds issued by CCCFA pursuant to the Indenture on or about the date of this Agreement in order to finance the prepayment required to be made to the Energy Supplier under the Prepaid Agreement and related costs of the Prepaid Energy Project, and any bonds issued to refund such bonds.

"CCCFA" means California Community Choice Financing Authority, a joint exercise of powers authority created under and pursuant to the Act and the Joint Powers Agreement.

"CCCFA Commodity Swap" means the ISDA Master Agreement, Schedule and transaction Confirmation entered into by CCCFA and the swap counterparty named therein, and any replacement swap entered into pursuant to the Prepaid Agreement.

"Contract Quantity" means the quantity of Base Energy or Assigned Energy, as applicable, specified in Exhibits A-1 and A-2 of the Power Supply Contract, as such Exhibits A-1 and A-2 may be updated from time to time in accordance with the terms of the Power Supply Contract.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt-hours.

"Energy Delivery Point" means the delivery point for delivery of SVCE's Contract Quantity as specified in the Power Supply Contract, and shall include, if applicable, any Assigned Delivery Point and any alternate delivery point for SVCE.

"Energy Supplier" means Energy Prepay [__], LLC, a Delaware limited liability company.

"Indenture" means the Trust Indenture, dated as of [_____] 1, 2026, between CCCFA and the Trustee, as amended, restated, supplemented or otherwise modified from time to time.

"Initial Assignment Agreement" means, with respect to SVCE, the initial assignment agreement or agreements specified in the Power Supply Contract.

"Joint Powers Agreement" means the Joint Powers Agreement by and among the Members of CCCFA named therein, including SVCE, providing for the creation, purposes and powers of CCCFA, as the same may be amended or supplemented from time to time in accordance with its terms.

"Power Supply Contract" means the Power Supply Contract, dated [_____ __], 2026, between CCCFA and SVCE relating to the purchase by SVCE of Energy acquired by CCCFA pursuant to the Prepaid Agreement, as amended, restated, supplemented or otherwise modified from time to time.

"Prepaid Agreement" means the Prepaid Energy Sales Agreement, dated [_____ __], 2026, between CCCFA, as buyer, and the Energy Supplier, as seller, as amended, restated, supplemented or otherwise modified from time to time.

"Prepaid Energy Project" means the issuance of the Bonds by CCCFA pursuant to the Indenture, the acquisition of Energy and related undertakings of CCCFA under the Prepaid Agreement and the Indenture, and the sale to SVCE of such Energy and related undertakings of CCCFA under the Power Supply Contract.

"Public Utilities Code" means the Public Utilities Code of the State of California, as amended.

"Qualifying Use Requirements" has the meaning set forth in Section 1.1 of the Power Supply Contract.

"Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of the date of issuance of the Bonds, by and between CCCFA and the Energy Supplier.

"Schedule", "Scheduled" or "Scheduling" means the actions of a Party and/or its designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered during any given portion of the Delivery Period at a specified Energy Delivery Point.

"SVCE" means Silicon Valley Clean Energy Authority, a community choice aggregator as defined in Section 331.1 of the Public Utilities Code.

"Tax Certificate and Agreement" means the Tax Certificate and Agreement executed and delivered by CCCFA in connection with the issuance of the Bonds relating to certain federal income tax compliance requirements relating to the Prepaid Energy Project.

"Transmission Provider(s)" means any entity or entities transmitting or transporting Energy on behalf of a Party to or from an Energy Delivery Point.

"Trustee" means U.S. Bank Trust Company, National Association, and its successors as Trustee under the Indenture.

Section 2. Assignment Agreements. With respect to any Assignment Agreement, the Parties acknowledge and agree as follows:

(a) as of the date of this Agreement, SVCE has entered into the Initial Assignment Agreement specified in the Power Supply Contract with respect to its entire Contract Quantity;

(b) subject to the terms of the applicable Assignment Letter Agreement, SVCE may from time to time enter into additional Assignment Agreements with respect to all or a portion of its Contract Quantity; and

(c) SVCE shall determine, independent of CCCFA, when and if any Assignment Agreement is entered into or terminated and the underlying agreement and portion of its Contract Quantity to which such Assignment Agreement relates.

Section 3. Scheduling and Delivery of Assigned Energy. Assigned Energy and any other Assigned Product delivered to CCCFA under the Prepaid Agreement that is attributable to an Assignment Agreement(s) entered into by SVCE shall be attributable to SVCE under the Power Supply Contract, and CCCFA shall have no responsibility for (a) any Scheduling or other operational requirements necessary for the delivery of Assigned Energy to SVCE's Assigned Delivery Point and the transfer of other Assigned Product to SVCE, or (b) any accounting for under-deliveries or over-deliveries or other record-keeping requirements with respect to any Assigned Energy and other Assigned Product, all of which shall be the sole responsibility of SVCE pursuant to the related Assignment Agreement(s).

Section 4. Qualified Use; Remarketing of Base Energy. As provided in the Power Supply Contract, any portion of SVCE's Contract Quantity that is not delivered as Assigned Energy is required to be delivered as Base Energy and simultaneously remarketed by the Energy Supplier pursuant to the Prepaid Agreement. SVCE shall be responsible for accounting for any portion of SVCE's Contract Quantity deemed delivered as Base Energy and subsequently remarketed, including accounting for any remediation of any such remarketing sales as may be required pursuant to the Qualifying Use Requirements. SVCE agrees to provide to CCCFA any information reasonably requested by it in order to comply with any reporting or record-keeping requirements related to such deemed deliveries and remarketing of Base Energy, including such information relating to compliance with the Qualifying Use Requirements, as may be required pursuant to the Prepaid Agreement, the Indenture or the Tax Certificate and Agreement.

Section 5. CCCFA Commodity Swap. CCCFA shall not take any action to terminate or designate the early termination of the CCCFA Commodity Swap except in accordance with written instructions of SVCE or unless otherwise required under the terms of the Prepaid Agreement or the Indenture.

Section 6. Directions, Consents and Waivers. CCCFA may be requested or required from time to time to provide certain directions, consents, or waivers under the terms of the

Prepaid Agreement, the Indenture and the Re-Pricing Agreement. Provided no event of default has occurred and is continuing with respect to SVCE under the Power Supply Contract, such direction, consent or waiver shall only be provided by CCCFA in accordance with written instructions provided by SVCE.

Section 7. Re-Pricing Information. CCCFA shall provide, or cause the Energy Supplier to provide, to SVCE such information as is required to be provided by the Energy Supplier to CCCFA in accordance with the Re-Pricing Agreement at such times as are required under the Re-Pricing Agreement.

Section 8. Project Administration Fee; Payment and Refund of Operating Expenses.

(a) For purposes of the Indenture, the amount of Revenues to be transferred annually by the Trustee to the Administrative Fee Fund as the Project Administration Fee (as such terms are defined in the Indenture) for each annual period, commencing [_____] 1, 2027, shall be $[_____], which amount shall be applied by the Trustee to the payment of Operating Expenses (as defined in the Indenture) as the same become due.

(b) If at any time the amount on deposit in the Administrative Fee Fund, together with any amounts on deposit in the General Reserve Fund and available for such purpose, is not sufficient to pay all such Operating Expenses as the same become due, SVCE agrees that it will transfer to the Trustee for deposit in the Administrative Fee Fund such amounts as are necessary to pay such Operating Expenses upon receipt of notice of the amount due from the Trustee or CCCFA.

(c) As soon as practicable following the end of each annual period referred to in paragraph (a), CCCFA agrees that the amounts received in respect of the Project Administration Fee for such annual period shall be reconciled with the Operating Expenses paid or accrued for such period. In the event that, following each such reconciliation, it is determined that the amounts received in respect of the Project Administration Fee during the applicable annual period exceed Operating Expenses paid or accrued for such period, SVCE will be provided written notice thereof and the amount of such excess will be included in its Annual Refund under the Power Supply Contract.

Section 9. Notices. Notices and other information to be provided by a Party to any other Party under this Agreement shall be provided in accordance with Article XVI of the Power Supply Contract.

Section 10. Governing Law. This Agreement and the obligations of the Parties hereunder shall be governed by and determined in accordance with the laws of the State of California.

Section 11. Counterparts. This Agreement may be executed and acknowledged in multiple counterparts and by the Parties in separate counterparts, each of which shall be an original and all of which shall be and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Name: Garth Salisbury
Title: Treasurer/Controller

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Name: _____
Title: _____

MEMORANDUM OF UNDERSTANDING (“MOU”)

Date: [November __], 2026

To: Monica Padilla
Chief Executive Officer
Silicon Valley Clean Energy Authority

(408) 721-5301

[Russell Mills]
Treasurer – Controller
California Community Choice Financing Authority
[rmills@avaenergy.org]

From: Morgan Stanley & Co. LLC (“Morgan Stanley”)

Re: California Community Choice Financing Authority Energy Prepayment Financing on behalf of Silicon Valley Clean Energy Authority

Overview

The California Community Choice Financing Authority (“CCCFA” or the “Issuer”) seeks to procure a 30-year supply of energy, through the issuance of Clean Energy Project Revenue Bonds (the "Bonds") to be issued by CCCFA. The CCCFA will sell all the Prepaid Energy acquired from this transaction to Silicon Valley Clean Energy Authority (“SVCE”), the “Project Participant.”

Rating Agency Fee and SPO Fee

The rating agency fee and expenses (“Rating Agency Fee”) is paid from the proceeds of the Bonds. However, unlike most of the other fees associated with the issuance of the Bonds, payment of the Rating Agency Fee is not contingent upon the issuance of the Bonds.

In the event the Bonds are not issued due to market conditions, and there remains a Rating Agency Fee payable to Moody’s Investors Service (the “Rating Agency”), Morgan Stanley and CCCFA agree to split this Rating Agency Fee on an equal basis. If the Bonds are not issued due to the CCCFA or the Project Participant’s unwillingness or inability to proceed, other than due to an inability to achieve a minimum established target discount, the Rating Agency Fee will be their sole responsibility. To the extent CCCFA incurs any Rating Agency Fee if the bonds are not issued, the Project Participant agrees that it will be liable for such Rating Agency Fee and make direct payment to the Rating Agency therefor.

The Project Participant has or plans to engage Kestrel to provide a green bond second party opinion (the “SPO”). In the event the SPO is obtained and the Bonds are not issued (unless the Bonds are not issued due to the CCCFA or the Project Participant’s unwillingness or inability to proceed, other than due to an inability to achieve a minimum established target discount), the fee payable to Kestrel (the “SPO Fee”) shall be the responsibility of Morgan Stanley, and in such event, to the extent the SPO Fee was already paid by the Project Participant or by CCCFA,

Morgan Stanley agrees to reimburse the Project Participant or CCCFA, as appropriate. To the extent CCCFA incurs any SPO Fee if the bonds are not issued as a result of the Project Participant's unwillingness or inability to proceed, other than due to an inability to achieve a minimum established target discount, the Project Participant agrees that it will be liable for such SPO Fee and make direct payment to Kestrel therefor, or to CCCFA if the SPO Fee was already paid by CCCFA.

Morgan Stanley shall have no responsibility for any fees or expenses incurred by CCCFA or the Project Participant, or their agents, employees, advisors or counsel, in connection with the issuance of the Bonds and the purchase of the Prepaid Energy, other than the Rating Agency Fee and SPO Fee as described in this MOU and as further described in the Bond Purchase Agreement (as defined herein).

Miscellaneous

CCCFA and Project Participant each acknowledge and agree that: (i) the transaction contemplated by this MOU is, in each case, an arm's length, commercial transaction between the CCCFA and Morgan Stanley (in its role as "Underwriter" and/or the "Energy Supplier", as applicable) in which the Underwriter and the Energy Supplier are each acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to CCCFA or the Project Participant; and (ii) CCCFA and the Project Participant will consult their own legal, accounting, tax, financial and other advisors, as applicable, to the extent each has deemed appropriate.

CCCFA acknowledges and agrees that Morgan Stanley is not making a commitment to extend credit, make a loan or otherwise fund the Bonds beyond the obligations contained in a mutually satisfactory bond purchase agreement (the "Bond Purchase Agreement"). CCCFA acknowledges that the services provided under this MOU involve professional judgment on Morgan Stanley's part and that the results cannot be, and are not, guaranteed.

Nothing contained herein shall preclude the Underwriter from carrying on its customary and usual business activities. The Underwriter specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any of CCCFA's outstanding bonds subject to appropriate information barriers. Services provided by the Underwriter in connection with this MOU shall not limit the Underwriter from providing services for CCCFA or the Project Participant in conjunction with other services requested by CCCFA or the Project Participant except as limited by rule of law or regulation.

In connection with the services agreed to herein, it is understood that the Underwriter will render professional services as an independent contractor. Neither the Underwriter nor any of its agents or employees shall be deemed an employee of CCCFA or the Project Participant for any purpose.

Except as described in this paragraph, this MOU is intended to be, and shall be construed only as, a non-binding MOU, intent on summarizing and evidencing discussions between CCCFA, the Project Participant, and Morgan Stanley, as of the date hereof. Except as described below, any legally binding obligation of the parties with respect to the transaction described herein shall exist only upon the execution and delivery of definitive agreements related thereto, into which this MOU and all prior discussions shall merge. It is expressly understood that this MOU is not a contract

to execute any definitive agreements or to otherwise consummate the transactions described herein. The parties will cooperate in negotiating definitive agreements providing for the transactions contemplated by this MOU, but each party reserves the right of final approval or disapproval, for any reason, of the documentation relating to such agreements. Notwithstanding the foregoing, the provisions above under the headings "Rating Agency Fee and SPO Fee" shall be binding upon the parties.

Sincerely,

_____
Grant Fraunfelder, Executive Director
MORGAN STANLEY & CO. LLC

ACCEPTED AND AGREED:

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Name: Monica Padilla
Title: Chief Executive Officer
Date: November [ ], 2026

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Name: [Russell Mills]
Title: Treasurer – Controller
Date: November [ ], 2026

TRUST INDENTURE

Between

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

$[__]
Clean Energy Project Revenue Bonds
Series 20[__] (Green Bonds) ([Term Rate])

Dated as of [December 1, 2026]

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of [December 1, 2026] (this "*Indenture*"), is by and between California Community Choice Financing Authority, a joint powers authority and public entity of the State of California (the "*Issuer*") and U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States and authorized to accept and execute trusts of the character herein, as trustee (the "*Trustee*").

W I T N E S E T H:

WHEREAS, pursuant to the provisions of the Act (capitalized terms used herein and not otherwise defined shall have the meanings given such terms in Section 1.01 hereof), Central Coast Community Energy, East Bay Community Energy Authority, Marin Clean Energy, and Silicon Valley Clean Energy Authority entered into a joint powers agreement pursuant to which the Issuer was organized and established for the purpose, among other things, of entering into contracts for electricity and energy services and agreements for services to facilitate the sale and purchase of electricity and other related services, and for issuing bonds to assist the Members (as defined herein) in financing such contracts, agreements, purchases, sales and services; and

WHEREAS, the Issuer is authorized under the Act to acquire electricity and energy services and enter into agreements for services to facilitate the sale and purchase of electricity and other related services, and to issue revenue bonds to finance the cost of acquisition of such electricity and energy services and other agreements, and is vested with all powers necessary to accomplish the purposes for which it was created; and

WHEREAS, the Issuer has determined to finance the Cost of Acquisition of the Clean Energy Project through the issuance of Bonds pursuant to this Indenture; and

WHEREAS, the execution and delivery of this Indenture has been in all respects duly and validly authorized and approved by resolution of the Board of the Issuer; and

WHEREAS, the Trustee is willing to accept the trusts provided for in this Indenture.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, and the Issuer and the Trustee agree as follows for the benefit of the other, for the benefit of the Holders of the Bonds issued pursuant hereto and the other parties secured hereby:

GRANTING CLAUSES

FOR AND IN CONSIDERATION OF the premises, the mutual covenants of the Issuer and the Trustee herein, the purchase of the Bonds by the Holders thereof and the obligations of the Interest Rate Swap Counterparty under the Interest Rate Swap, if any, and in order to secure:

(i) the payment of the principal of and premium, if any, and interest on the Bonds and the payment of the Interest Rate Swap Payments, in each case according to the tenor and effect of the Bonds and the Interest Rate Swap, if any, and

(ii) the performance and observance by the Issuer of all the covenants expressed or implied in this Indenture and in the Bonds,

the Issuer does hereby grant to the Trustee a lien on and security interest in the Trust Estate and convey, assign and pledge unto the Trustee and its successors in trust, all right, title and interest of the Issuer in and to the Trust Estate, subject to conveyance, assignment and pledge of the Commodity Swap Payment Fund in favor of the Commodity Swap Counterparty as set forth below, and further subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture, and all other rights hereinafter granted for the further securing of the Bonds;

FOR AND IN CONSIDERATION OF the obligations of the Commodity Swap Counterparty under the Commodity Swap and the mutual covenants of the Issuer and the Commodity Swap Counterparty thereunder, and in order to secure the payment of the Commodity Swap Payments, the Issuer does hereby convey, assign and pledge unto the Trustee and its successors in trust, all right, title and interest of the Issuer in the Commodity Swap Payment Fund and the amounts on deposit therein, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture, which conveyance, assignment and pledge shall have priority over the foregoing conveyance, assignment and pledge of the Commodity Swap Payment Fund and the amounts and investments on deposit therein in favor of the Bonds and the Interest Rate Swap Payments, if any;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of (i) all Holders of the Bonds without privilege, priority or distinction as to the lien or otherwise of any Bond over any other Bond or the payment of interest with respect to any Bond over the payment of interest with respect to any other Bond, except as otherwise provided herein, and (ii) the Interest Rate Swap Counterparty, if any; and

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price, if any, on the Bonds and the interest due or to become due thereon, the Commodity Swap Payments and the Interest Rate Swap Payments, if any, at the times and in the manner provided in the Bonds, the Commodity Swap and any Interest Rate Swap, respectively, according to the true intent and meaning thereof, and shall cause the payments to be made into the Funds as required hereunder, or shall provide, as permitted hereby, for the payment thereof as provided in Section 12.01, and shall well and truly keep and perform and observe all the covenants and conditions of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments or provisions for such payments by the Issuer, the Bonds, the Commodity Swap and any Interest Rate Swap shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Issuer to the Holders of the Bonds shall thereupon cease, terminate and be discharged and satisfied; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who from time to time shall be or become the Holders thereof, and the trusts and conditions upon which the Revenues, moneys, securities and funds held or set aside under this Indenture, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture, are to be held and disposed of, which said trusts and conditions the Trustee hereby accepts, and the respective parties hereto covenant and agree, are as follows:

ARTICLE I

DEFINITIONS AND GOVERNING LAW

Section 1.01. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings:

"*Account*" or "*Accounts*" means, as the case may be, each or all of the Accounts established in Sections 4.15 and 5.02.

"*Accountant's Certificate*" means a certificate signed by an independent certified public accountant or a firm of independent certified public accountants, selected by the Issuer, who may be the accountant or firm of accountants who regularly audit the books of the Issuer and must be identified upon selection in writing to the Trustee.

"*Act*" means the Joint Exercise of Powers Act constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended or supplemented from time to time.

"*Administrative Fee Fund*" means the Administrative Fee Fund established in Section 5.02.

"*Advance*" means the amounts paid to the Trustee, on behalf of the Issuer, pursuant to the Custodial Agreements.

"*Alternate Liquidity Facility*" means a Liquidity Facility for a Series of Bonds delivered to the Trustee in substitution for a Liquidity Facility then in effect with respect to such Bonds.

"*Amortized Value*" means, with respect to any Bond to be redeemed when a Term Rate Period is in effect with respect to such Bond, the principal amount of such Bond multiplied by the price of such Bond expressed as a percentage, calculated by a major market maker in municipal securities, as the quotation agent, selected by the Issuer, based on the industry standard method of calculating bond prices (as such industry standard prevailed on the date such Bond began to bear interest at its current Term Rate), with a delivery date equal to the date of redemption of such Bond, a maturity date equal to the earlier of (a) the stated maturity date of such Bond or (b) the Term Rate Tender Date of such Bond and a yield equal to such Bond's original reoffering yield on the date such Bond began to bear interest at its current Term Rate. The Amortized Value of the Bonds as of certain dates during the Initial Interest Rate Period is set forth in Schedule IV.

"*Applicable Factor*" means (a) with respect to the initial issuance of a Series of Bonds bearing interest at a SOFR Index Rate, the percentage or factor of the SOFR Index determined by the Underwriter and specified in the Index Rate Determination Certificate for such Series of Bonds, or (b) with respect to a Series of Bonds for which the Interest Rate Period is being converted to a SOFR Index Rate Period (including a change in such Interest Rate Period from one SOFR Index Rate Period to another SOFR Index Rate Period), the percentage or factor of the SOFR Index determined by the Remarketing Agent and specified in the applicable Index Rate Determination Certificate or Index Rate Continuation Notice, provided in each case that the Issuer delivers to the Trustee a Favorable Opinion of Bond Counsel addressing the selection of such percentage or factor. The Applicable Factor shall be determined by the Underwriter or the Remarketing Agent, as applicable, in accordance with Section 2.09(a) and included in the applicable Index Rate Determination Certificate, and once determined shall remain constant for the duration of the applicable SOFR Index Rate Period.

"*Applicable Spread*" means, with respect to a Series of Bonds for which the Interest Rate Period is an Index Rate Period, or for any Series of Bonds for which the Interest Rate Period is converted to an Index Rate Period, the margin or spread, which may be positive or negative, determined by the Underwriter or the Remarketing Agent, as applicable, in accordance with Section 2.09(a), on or prior to the Issue Date or Conversion Date for such Bonds, as applicable, and specified in the applicable Supplemental Indenture or Index Rate Determination Certificate or Index Rate Continuation Notice, as applicable, which shall be added to the applicable Index (or the product of the Applicable Factor and the applicable Index, as the case may be) to determine the Index Rate. Once so determined, the Applicable Spread shall remain constant for the duration of the applicable Index Rate Period. The Applicable Spread shall be determined by the Underwriter or the Remarketing Agent, as applicable, in accordance with Section 2.09(a) and included in the applicable Index Rate Determination Certificate.

"*Applicable Tax Exempt Municipal Bond Rate*" means, for the Bonds of any maturity, the "Comparable AAA General Obligations" yield curve rate for the year of such maturity or Mandatory Purchase Date, as applicable, as published by LSEG Data & Analytics at least one Business Day and not more than 90 days prior to the date that notice of redemption is required to be given pursuant to Section 4.04. If no such yield curve rate is established for the applicable year, the "Comparable AAA General Obligations" yield curve rate for the two published maturities most closely corresponding to the applicable year shall be determined, and the Applicable Tax Exempt Municipal Bond Rate will be interpolated or extrapolated from those yield curve rates on a straight line basis. This rate is made available daily by LSEG Data & Analytics and is available to its subscribers through its internet address: www.tm3.com. In calculating the Applicable Tax Exempt Municipal Bond Rate, should LSEG Data & Analytics no longer publish the "Comparable AAA General Obligations" yield curve rate, then the Applicable Tax Exempt Municipal Bond Rate shall equal the Consensus Scale yield curve rate for the applicable year. The Consensus Scale yield curve rate is made available daily by Municipal Market Analytics and is available to its subscribers through its internet address: www.mma-research.com. In the further event Municipal Market Analytics, Inc. no longer publishes the Consensus Scale, the Applicable Tax Exempt Municipal Bond Rate shall be determined by a major market maker in municipal securities, as the quotation agent, based upon the rate per annum equal to the annual yield to maturity, calculated using semi-annual compounding, of those tax exempt general obligation bonds rated in the highest Rating Category by Moody's and S&P with a maturity date equal to the stated maturity date or Mandatory

Purchase Date, as applicable, of such Bonds having characteristics (other than the ratings) most comparable to those of such Bonds in the judgment of the quotation agent. The quotation agent's determination of the Applicable Tax Exempt Municipal Bond Rate shall be final and binding on all parties in the absence of manifest error and may be conclusively relied upon in good faith by the Trustee.

"Assignment Payment" means any payment received from the Energy Supplier, or the Master Custodian on its behalf, in connection with an assignment of the Energy Management Agreement to a replacement Seller, as such term is defined in the Energy Management Agreement. All references herein to payments made by or received from the Energy Supplier shall be deemed to include payments made by or received from the Master Custodian for and on behalf of the Energy Supplier.

"*Assignment Payment Fund*" means the Assignment Payment Fund established in Section 5.02.

"*Attesting Party*" means an individual authorized by a resolution of the Board to attest the signatures of Authorized Officers.

"*Authorized Denominations*" means with respect to any (a) Term Rate Period or Index Rate Period, $5,000 and any integral multiple thereof, and (b) Commercial Paper Interest Rate Period, Daily Interest Rate Period or Weekly Interest Rate Period, $100,000 and any integral multiple of $1,000 in excess of $100,000.

"*Authorized Newspaper*" means *The Wall Street Journal* or *The Bond Buyer* or any other newspaper or journal printed in the English language and customarily published on each Business Day devoted to financial news and selected by the Issuer, with prior written notice to and approval of the Trustee, whose decision shall be final.

"*Authorized Officer*" means (a) the Treasurer/Controller of the Issuer, and (b) any other person or persons designated by the Board by resolution to act on behalf of the Issuer under this Indenture. The designation of such person or persons shall be evidenced by a Written Certificate of the Issuer delivered to a Responsible Officer of the Trustee containing the specimen signature of such person or persons and signed on behalf of the Issuer by its Treasurer/Controller, which incumbency certificate shall be amended by the Issuer, with notice to a Responsible Officer of the Trustee and the Custodian, whenever a person is to be added or deleted from the listing. Such designation as an Authorized Officer shall remain in effect until a Responsible Officer of the Trustee receives actual written notice from the Issuer to the contrary, accompanied by a new certificate.

"*Beneficial Owner*" means, with respect to Bonds registered in the Book Entry System, any Person who acquires a beneficial ownership interest in a Bond held by the Securities Depository, and the term "*Beneficial Ownership*" shall be interpreted accordingly.

"*BLS*" means the Bureau of Labor Statistics of the U.S. Department of Labor.

"*Board*" means the Board of Directors of the Issuer, or if said Board is abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the power

and duties granted or imposed by this Indenture are given by law, and which shall be identified in a Written Notice of the Issuer delivered to the Trustee.

"*Bond*" or "*Bonds*" means any of the Bonds and Refunding Bonds authorized by Section 2.01 of, and at any time Outstanding pursuant to, this Indenture.

"*Bond Counsel*" means Barnes & Thornburg LLP or any other counsel of nationally recognized standing in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions and instrumentalities, duly admitted to the practice of law before the highest court of any state of the United States, and selected by the Issuer.

"*Bond Payment Date*" means each date on which (a) interest on the Bonds is due and payable, (b) an Interest Rate Swap Payment, if any, is due, or (c) principal of the Bonds is payable at maturity or pursuant to Sinking Fund Installments.

"*Bond Purchase Fund*" means the fund by that name established pursuant to Section 4.15(a), including the Remarketing Proceeds Account and the Issuer Purchase Account therein.

"*Bond Registrar*" means the Trustee and any other bank or trust company organized under the laws of any state of the United States of America or national banking association appointed by the Issuer to perform the duties of Bond Registrar under this Indenture.

"*Bondholder*" or "*Holder of Bonds*" or "*Holder*" or "*Owner*" means any Person who shall be the registered owner of any Bond or Bonds.

"*Book Entry System*" means the system maintained by the Securities Depository and described in Section 3.09.

"*Business Day*" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city in which is located the designated corporate trust office of the Trustee, the Custodian, or the Calculation Agent are authorized by law or executive order to close, (c) a day on which the New York Stock Exchange, Inc. is closed, (d) a day on which the payment system of the Federal Reserve System is not operational, and (e) for purposes of determining the SIFMA Index Rate and the SOFR Index Rate, any day other than Saturday, a Sunday, or a day that SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading fixed-income securities. With respect to any action required to be taken by the Issuer hereunder, the term "Business Day" shall exclude any date on which the operational offices of the Issuer are authorized by law or executive order to close.

"*Calculation Agent*" means, with respect to any Series of Bonds bearing interest at an Index Rate, the Calculation Agent with respect to such Bonds appointed by the Issuer, with written notice to the Trustee, pursuant to the applicable Calculation Agent Agreement and the Indenture.

"*Calculation Agent Agreement*" means, with respect to any Series of Bonds bearing interest at an Index Rate, such agreement as is entered into by the applicable Calculation Agent and the Issuer with respect to such Series of Bonds providing for the determination of the applicable Index

Rate in accordance with Section 2.09 or Section 2.14, as originally executed or as it may from time to time be supplemented or modified pursuant to the terms thereof and this Indenture, as applicable.

"*Cede*" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 3.09.

"*Clean Energy Project*" means the Issuer's purchase of Energy pursuant to the Energy Purchase Agreement and related contractual arrangements and agreements, and the purchase of any Energy to replace Energy not delivered as required pursuant to the Energy Purchase Agreement.

"*Commercial Paper Interest Rate Period*" means, with respect to a Series of Bonds, each period comprised of CP Interest Terms for the Bonds of such Series, during which CP Interest Term Rates are in effect for the Bonds of such Series.

"*Commodity Swap*" means the ISDA Master Agreement, Schedule and Confirmation between the Issuer and the Commodity Swap Counterparty, or any replacement agreement permitted by Section 2.12(b), pursuant to which the Issuer will pay to the Commodity Swap Counterparty an index based floating price and the Commodity Swap Counterparty will pay to the Issuer a fixed price in relation to the quantities of Energy to be delivered under the Energy Purchase Agreement.

"*Commodity Swap Counterparty*" means [***Commodity Swap Counterparty***], a [_____ corporation], and its successors and assigns, and the counterparty to any replacement Commodity Swap that meets the requirements of Section 2.12(b).

"*Commodity Swap Mandatory Termination Event*" has the meaning set forth in Section 2.12(c)(iii).

"*Commodity Swap Payment Fund*" means the Commodity Swap Payment Fund established in Section 5.02.

"*Commodity Swap Payments*" means, as of each scheduled payment date specified in a Commodity Swap, the amount, if any, payable to the Commodity Swap Counterparty thereto by the Issuer (including any such amount paid to the Custodian pursuant to Section 3 of each Issuer Custodial Agreement).

"*Commodity Swap Receipts*" means, as of each scheduled payment date specified in a Commodity Swap, the amount, if any, payable to the Issuer by the Commodity Swap Counterparty thereto.

"*Continuing Disclosure Undertaking*" means the Continuing Disclosure Undertaking, dated the date hereof, between the Issuer and the Dissemination Agent, as the same may be amended from time to time.

"*Contract Price*" has the meaning assigned to such term in the Power Supply Contracts.

"*Conversion*" means (a) a conversion of a Series of Bonds from one Interest Rate Period to another Interest Rate Period, (b) with respect to a Series of Bonds bearing interest at an Index Rate, the establishment of a new Index, a new Index Rate and/or a new Index Rate Period and (c) with respect to a Series of Bonds bearing interest in a Term Rate Period, the establishment of a new Term Rate and/or a new Term Rate Period. A Conversion may occur only on a Mandatory Purchase Date.

"*Conversion Date*" means the effective date of a Conversion of a Series of Bonds and shall occur only on a Mandatory Purchase Date.

"*Cost of Acquisition*" means all costs of planning, financing, refinancing, acquiring, transmitting, storing and implementing Clean Energy Project, including:

(a) the amount of the prepayment required to be made by the Issuer under the Energy Purchase Agreement;

(b) the amount for deposit into the Debt Service Account for capitalized interest on the Bonds, with such interest being calculated in accordance with the definition of "Debt Service;"

(c) the costs and expenses incurred in the issuance and sale of the Bonds, including, without limitation, legal, financial advisory, accounting, engineering, consulting, municipal advisory, financing, technical, fiscal agent and underwriting costs, fees and expenses, bond discount, rating agency fees, and all other costs and expenses incurred in connection with the authorization, sale and issuance of the Bonds and preparation of this Indenture;

(d) all other costs incurred in connection with and properly chargeable to, the acquisition or implementation of the Clean Energy Project;

(e) the allowance for working capital requirements of the Issuer with respect to the Clean Energy Project in such amounts as shall be deemed reasonably necessary by the Issuer; and

(f) with respect to any Series of Refunding Bonds, the amounts necessary to purchase, redeem and discharge Bonds being refunded, including the payment of the Purchase Price or the Redemption Price of such Bonds, any necessary deposits to the Debt Service Account, and all other costs and expenses incurred in connection with such Series of Refunding Bonds, including the costs and expenses described in (e) and (f) above.

"*CP Interest Term*" means, with respect to a Commercial Paper Interest Rate Period for a Series of Bonds, each period established in accordance with Section 2.08 during which a CP Interest Term Rate is in effect for the Bonds of such Series.

"*CP Interest Term Rate*" means, with respect to any Bond of a Series of Bonds in the Commercial Paper Interest Rate Period, an interest rate established periodically for each CP Interest Term in accordance with Section 2.08.

"*CP Mandatory Purchase Date*" means (i) each Mandatory Purchase Date and (ii) the day next succeeding the last day of each CP Interest Term.

"*CPI*" means, the non-seasonally adjusted U.S. City Average All Items Consumer Price Index for All Urban Consumers ("*CPI*"), published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor ("*BLS*") and reported on Bloomberg CPURNSA or any successor service ("*Bloomberg CPURNSA*"). If such index is not then reported by such source but the CPI has otherwise been reported by the BLS, the Calculation Agent will determine the CPI as published by the BLS for such Month using a source it deems to be accurate and appropriate.

"*CPI Index Rate Formula*" means (i) the total of CPI for the applicable Reference Month less CPI for the twelfth month prior to the applicable Reference Month, divided by (ii) CPI for the twelfth month prior to the applicable Reference Month, which formula would be expressed mathematically as ((CPIt — CPIt-12) / CPIt-12), where:

CPIt = CPI for the applicable Reference Month; and

CPIt-12 = CPI for the twelfth month prior to the applicable Reference Month.

All values used in the CPI Index Rate Formula will be truncated to six decimal places and rounded to the nearest fifth decimal place (one hundred thousandth of a percentage point), rounding upwards if the sixth decimal place is five or greater (*e.g.*, 9.876555% (or .09876555) would be rounded up to 9.87656% (or .0987656) and 9.876554% (or .09876554) would be rounded down to 9.87655% (or .0987655)). All percentages resulting from any calculation of the interest rate will be truncated to four decimal places and rounded to the nearest third decimal place (one thousandth of a percentage point), rounding upwards if the fourth decimal place is five or greater (*e.g.*, 9.8765% (or .098765) would be rounded up to 9.877% (or .09877) and 9.8764% (or .098764) would be rounded down to 9.876% (or .09876)). All dollar amounts used in or resulting from such calculation on Bonds bearing interest at the CPI Index Rate will be rounded to the nearest cent (with one-half cent being rounded upward).

If the sum of (i) the CPI Index Rate Formula and (ii) the Applicable Spread on any CPI Index Rate Reset Date yields a number equal to or less than zero, the interest rate on such CPI Index Rate Bonds shall be 0.00% (zero percent) for the applicable month.

"*CPI Index Rate*" means the interest rate per annum determined by the Calculation Agent equal to the sum of (a) the result of the CPI Interest Rate Formula, plus (b) the Applicable Spread, as set forth in Section 2.14.

"*CPI Index Rate Period*" means, with respect to a Series of Bonds, each period during which a CPI Index Rate is in effect for such Bonds.

"*CPI Index Rate Reset Date*" means, the first Business Day of each calendar month.

"*CPI Interest Period*" means the period from and including a CPI Index Rate Reset Date, to but excluding the next following CPI Index Rate Reset Date.

"*Custodial Agreements*" means, collectively, the Energy Supplier Custodial Agreement and the Issuer Custodial Agreement.

"*Custodian*" means The Bank of New York Mellon Trust Company, N.A., as Custodian under the Custodial Agreements and its successors and assigns.

"*Daily Interest Rate*" means, with respect to a Series of Bonds, the final daily interest rate for such Bonds determined by the Remarketing Agent by 11:00 a.m. New York City time pursuant to Section 2.05.

"*Daily Interest Rate Period*" means, with respect to a Series of Bonds, each period during which a Daily Interest Rate is in effect for such Bonds.

"*Debt Service*" means with respect to any Outstanding Bonds, for any particular period of time, an amount equal to the sum of:

(a) all interest payable during such period on such Bonds, but excluding any interest that is to be paid from Bond proceeds on deposit in the Debt Service Account, plus

(b) the Principal Installments payable during such period on such Bonds, calculated on the assumption that, on the day of calculation, such Bonds cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by this Indenture;

provided that (i) the interest on any Bonds with a related Interest Rate Swap shall be calculated on the basis of the fixed interest rate payable by the Issuer under the Interest Rate Swap, and (ii) principal and interest due on the first day of a Fiscal Year shall be deemed to have been payable and paid on the last day of the immediately preceding Fiscal Year.

"*Debt Service Account*" means the Debt Service Account in the Debt Service Fund established in Section 5.02.

"*Debt Service Fund*" means the Debt Service Fund established in Section 5.02.

"*Debt Service Fund Agreement*" means any debt service fund agreement, that is a Qualified Investment, among the Trustee, the Issuer and a provider, or between the Issuer and a provider and assigned to the Trustee, relating to amounts deposited in the Debt Service Account of the Debt Service Fund. The initial Debt Service Fund Agreement shall be the Debt Service Account Investment Agreement between the Issuer and [***Investment Agreement Counterparty***], dated the Initial Issue Date.

"*Debt Service Fund Agreement Guaranty*" means any unconditional guaranty, in favor of the Issuer and the Trustee, guarantying the obligations of the provider under any Debt Service Fund Agreement.

"*Defaulted Interest*" has the meaning given to such term in Section 3.08.

"*Defeasance Securities*" means (a) Government Obligations and (b) to the extent that such deposits or certificates of deposit are Qualified Investments, deposits in interest-bearing time deposits or certificates of deposit which shall not be subject to redemption or repayment prior to their maturity or due date other than at the option of the depositor or holder thereof or as to which an irrevocable notice of redemption or repayment, or irrevocable instructions have been given to call for redemption or repayment, of such time deposits or certificates of deposit on a specified redemption or repayment date has been given and such time deposits or certificates of deposit are not otherwise subject to redemption or repayment prior to such specified date other than at the option of the depositor or holder thereof, and which are fully secured by Government Obligations to the extent not insured by the Federal Deposit Insurance Corporation.

"*Depository*" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Issuer as a depository of moneys and securities held under the provisions of this Indenture, and may include the Trustee.

"*Dissemination Agent*" means that certain dissemination agent appointed by the Issuer, pursuant to the Continuing Disclosure Undertaking, and any successor Dissemination Agent appointed by the Issuer in accordance with the Continuing Disclosure Undertaking.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors and assigns.

"*Early Termination Payment Date*" has the meaning given to such term in Section 17.4(b) of the Energy Purchase Agreement.

"*Electronic Means*" means the following communication methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by a Responsible Officer of the Trustee as available for use in connection with its services hereunder.

"*Eligible Bonds*" means any Bonds other than Bonds which a Responsible Officer of the Trustee actually knows to be owned by, for the account of, or on behalf of the Issuer or a Project Participant.

"*EMMA*" means the Electronic Municipal Market Access system, the website currently maintained by the Municipal Securities Rulemaking Board and any successor municipal securities disclosure website approved by the Securities and Exchange Commission.

"*Energy*" has the meaning given to such term in the Power Supply Contracts.

"*Energy Management Agreement*" means the Energy Management Agreement, dated as of [***Pricing Date***], between the Energy Supplier and Morgan Stanley Capital Group Inc.

"*Energy Purchase Agreement*" means the Prepaid Energy Sales Agreement, dated as of [***Pricing Date***], between the Issuer and the Energy Supplier.

"*Energy Remarketing Reserve Fund*" means the Energy Remarketing Reserve Fund in established in Section 5.02.

"*Energy Supplier*" means Energy Prepay [__], LLC.

"*Energy Supplier Custodial Agreement*" means the Custodial Agreement dated as of the Initial Issue Date among the Commodity Swap Counterparty, the Energy Supplier, the Trustee and the Custodian.

"*Energy Supplier Documents*" means (i) the Energy Purchase Agreement, (ii) the Energy Management Agreement, (iii) the Funding Agreement, (iv) the Master Custodial Agreement, (v) the Energy Supplier LLCA, and (vi) the Seller Swap (as defined in the Energy Purchase Agreement).

"*Energy Supplier LLCA*" means the Amended and Restated Limited Liability Company Agreement of the Energy Supplier, dated as of [***Pricing Date***].

"*Event of Default*" has the meaning given to such term in Section 8.01.

"Extendable Maturity Bonds" means the Series 20[__] Bonds and any other Series of Bonds with respect to which the Issuer has the option to (i) require Bondholders to tender such Bonds for purchase prior to their Final Maturity Date and (ii) extend the Final Maturity Date of the Bonds so purchased as provided in Section 2.02(f).

"*Extended Final Maturity Certificate*" means a Written Certificate of the Issuer delivered pursuant to Section 2.02(f).

"*Extended Final Maturity Date*" means the Final Maturity Date set forth in an Extended Final Maturity Certificate; provided that the Extended Final Maturity Date shall be not later than the first day of the second Month following the end of the Delivery Period (as defined in the Energy Purchase Agreement).

"*Extraordinary Expenses*" means extraordinary and nonrecurring expenses. Termination payments under a Commodity Swap shall not be considered an Extraordinary Expense.

"*Failed Remarketing*" means, (a) a failure of the Issuer to (i) establish an Extended Final Maturity Date and to deposit or cause to be deposited with the Trustee an amount equal to the principal amount of the Bonds due on the Final Maturity Date by noon New York City time on the fifth Business Day preceding the Final Maturity Date or (ii) purchase, redeem or pay the Bonds in whole by the Series 20[__] Final Maturity Date (including from any funds on deposit in the Assignment Payment Fund and required to be used for such redemption); or (b) after an extension of the Final Maturity Date, a failure of the Trustee to (i) pay the Purchase Price of the Bonds required to be purchased on any Mandatory Purchase Date or (ii) redeem such Bonds in whole on any Mandatory Purchase Date (including from any funds required from an Assignment Payment to the Assignment Payment Fund) or (c) after extension of the Final Maturity Date with respect to the Bonds (i) if, on the last day of the current Reset Period prior to a Mandatory Purchase Date, the Issuer has not entered into a bond purchase agreement, firm remarketing agreement or similar agreement with respect to the remarketing or refunding of such existing Bonds, or (ii) if the conditions of (c)(i) above are satisfied, but the Purchase Price of the Bonds required to be

purchased on the Mandatory Purchase Date is not delivered to the Trustee by noon New York City time on the fifth Business Day preceding such Mandatory Purchase Date.

"*Favorable Opinion of Bond Counsel*" means an Opinion of Bond Counsel to the effect that an action proposed to be taken is not prohibited by this Indenture and will not, in and of itself, cause interest on the applicable Bonds to be included in gross income for purposes of federal income taxation.

"*Fiduciary*" or "*Fiduciaries*" means the Trustee, the Paying Agents, the Bond Registrar, the Calculation Agents, the Custodian, the tender agent or any or all of them, as may be appropriate.

"*Final Fixed Rate Conversion Date*" means, with respect to a Series of Bonds, the date on which such Bonds begin to bear interest for a Term Rate Period which extends to the Final Maturity Date for such Series of Bonds.

"*Final Maturity Date*" means (a) with respect to the Series 20[__] Bonds, [***Maturity Date***] and (b) with respect to any other Series of Bonds, the final Maturity Date set forth in the related Supplemental Indenture.

"*Fiscal Year*" means (a) the twelve-month period beginning on January 1 of each year and ending on and including the next December 31, or (b) such other twelve-month period established by the Issuer from time to time, upon Written Notice to the Trustee, as its fiscal year.

"*Fitch*" means Fitch Ratings, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer in a Written Notice delivered to the Trustee.

"*Fund*" or "*Funds*" means, as the case may be, each or all of the Funds established in Section 5.02 and Section 4.15.

"*Funding Agreement*" has the meaning given to such term in the Energy Purchase Agreement.

"*Funding Recipient*" has the meaning given to such term in the Energy Purchase Agreement.

"*General Reserve Fund*" means the General Reserve Fund established in Section 5.02.

"*Government Obligations*" means:

(a) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, obligations unconditionally guaranteed as to principal and interest by the United States of America, and evidences of ownership interests in such direct or unconditionally guaranteed obligations; or

(b) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which: (i) are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice; (ii) are rated in the two highest Rating Categories of S&P and Moody's; and (iii) are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in clause (a) above, which fund may be applied only to the payment of interest when due, principal of and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable notice, as appropriate; or

(c) Any other bonds, notes or obligations of the United States of America or any agency or instrumentality thereof which, if deposited with the Trustee for the purpose described in Section 12.01(c), will result in a rating on the Bonds which are deemed to have been paid pursuant to Section 12.01(c) that is in the same Rating Category of the obligations listed in subsection (a) above.

The determination as to whether any bond, note or other obligation constitutes a Government Obligation shall be made solely at the time of initial investment or purchase; *provided that*, the Trustee shall have no responsibility for monitoring any ratings or determining whether any bond, note or other obligation is or continues to be a Government Obligation.

"*Indenture*" means this Trust Indenture as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms hereof.

"*Index*" means the SIFMA Index, the SOFR Index or CPI, as applicable.

"*Index Rate*" means a SIFMA Index Rate, the SOFR Index Rate or a CPI Index Rate, as applicable.

"Index Rate Continuation Notice" means a Written Notice delivered by the Issuer in the form of *Exhibit D* hereto pursuant to Section 2.09(c) or Section 2.14(c)(i).

"*Index Rate Determination Certificate*" means a Written Certificate delivered by the Issuer in the form of *Exhibit B* hereto pursuant to Section 2.09(b)(i) or Section 2.14(b)(i).

"*Index Rate Period*" means, with respect to a Series of Bonds, an Interest Rate Period during which the Bonds of such Series bear interest at an Index Rate.

"*Index Rate Reset Date*" means, with respect to a Series of Bonds bearing interest at an Index Rate, each date on which the applicable Index Rate is determined by the Calculation Agent based on the change in the applicable Index as of such date, which shall be the date or dates so specified in the applicable Index Rate Determination Certificate or Index Rate Continuation Notice with respect to such Index Rate Period (including, by way of example and not limitation, each Business Day, Thursday of each week, the first Business Day of each calendar month, the first Business Day of a calendar quarter).

"*Index Rate Tender Date*" means, with respect to any Index Rate Period for a Series of Bonds, the date so specified in the applicable Index Rate Determination Certificate or Index Rate Continuation Notice with respect to such Index Rate, which date shall be the next-occurring Mandatory Purchase Date, which shall be a date not later than the Final Maturity Date. The Index Rate Tender Date shall always be a Business Day, unless such date is the Final Maturity Date. If a date (other than the Final Maturity Date) that is not a Business Day is specified as an Index Rate Tender Date, then the Index Rate Tender Date shall be the Business Day immediately following such specified date.

"*Initial Interest Rate Period*" means, with respect to the Series 20[__] Bonds, the period from the Initial Issue Date to and including [***Reset Date***]; *provided* that in the event that all of the Series 20[__] Bonds are redeemed (or purchased in lieu of redemption) pursuant to Section 4.03, the Initial Interest Rate Period shall end on and as of the day of such redemption or purchase.

"*Initial Issue Date*" means the date of initial issuance and delivery of the Series 20[__] Bonds.

"*Interest Accrual Date*" means, with respect to any Bond (a) during any Daily Interest Rate Period or Weekly Interest Rate Period for such Bond, the first day thereof and, thereafter, each Interest Payment Date in respect thereof other than the last such Interest Payment Date during that Daily Interest Rate Period or Weekly Interest Rate Period, as applicable, (b) during any Index Rate Period for such Bond, the first day thereof and, thereafter each Interest Payment Date in respect thereof other than the last such Interest Payment Date during that Index Rate Period, except as otherwise provided in the Supplemental Indenture for such Bond, (c) during any Term Rate Period for such Bond, the first day thereof and, thereafter, each Interest Payment Date in respect thereof other than the last such Interest Payment Date during that Term Rate Period, and (d) for each CP Interest Term for such Bond within a Commercial Paper Interest Rate Period, the first day thereof.

"*Interest Payment Date*" means, with respect to any Bond (a) during any Daily Interest Rate Period or Weekly Interest Rate Period for such Bond, the first Business Day of each Month, (b) during any Index Rate Period for such Bond, the first Business Day of each Month, except as otherwise provided by Supplemental Indenture for such Bond, (c) during any Term Rate Period for such Bond, each [__] 1 and [__] 1, *provided* that the first Interest Payment Date for any subsequent Term Rate Period shall be at least ninety (90) days from the first day of such period, (d) during any Commercial Paper Interest Rate Period for such Bond, the day next succeeding the last day of each CP Interest Term for such Bond, (e) any redemption date for such Bond, (f) any Mandatory Purchase Date for such Bond, and (g) the Maturity Date of such Bond.

"*Interest Rate Determination Certificate*" means a certificate of the Issuer delivered to the Trustee no later than 30 days prior to the effective date of the new Interest Rate Period, setting forth the applicable Interest Rate Period and, during such Interest Rate Period, the next occurring Mandatory Purchase Date, and (i) for Bonds bearing interest at a Term Rate, the interest rate(s) for such Bonds during such Interest Rate Period and (ii) for Bonds bearing interest at an Index Rate, the Index, the Index Rate Reset Date, the Applicable Spread, the Applicable Factor, and the CPI and the CPI Interest Period, if applicable, for such Bonds during such Interest Rate Period.

"*Interest Rate Period*" means a Daily Interest Rate Period, a Weekly Interest Rate Period, a Commercial Paper Interest Rate Period, a Term Rate Period or an Index Rate Period. Notwithstanding anything contained herein to the contrary, all Bonds of a Series shall at all times bear interest in the same Interest Rate Period. All Interest Rate Periods for all Series of Bonds shall terminate on the first to occur of the day prior to (a) the next occurring Mandatory Purchase Date or (b) the Final Maturity Date.

"*Interest Rate Swap*" means (a) the ISDA Master Agreement, the Schedule thereto and each Confirmation thereunder between the Issuer and the Interest Rate Swap Counterparty, pursuant to which the Issuer agrees to make payments to the Interest Rate Swap Counterparty at a fixed rate of interest and the Interest Rate Swap Counterparty agrees to make payments to the Issuer at a floating rate equal to the rate of interest borne by a related Series of Variable Rate Bonds, in each case with a notional amount equal to the Outstanding principal amount of such Series of Bonds, and (b) any replacement interest rate swap agreement permitted by Section 2.13(b), in each case as originally executed or as it may from time to time be supplemented, modified or amended pursuant to the terms thereof and this Indenture, as applicable; *provided that*, as long as no Interest Rate Swap has been entered into by the Issuer, all references herein to the Interest Rate Swap, Interest Rate Swap Counterparty, Interest Rate Swap Receipts and Interest Rate Swap Payments (including, without limitation, Section 7.15) shall be disregarded.

"*Interest Rate Swap Counterparty*" means the counterparty to the Interest Rate Swap or replacement Interest Rate Swap, and any successor and assign thereof, that meets the requirements of Section 2.13(b).

"*Interest Rate Swap Payments*" means, as of each scheduled payment date specified in an Interest Rate Swap, the amount, if any, payable to an Interest Rate Swap Counterparty by the Issuer.

"*Interest Rate Swap Receipts*" means, as of each scheduled payment date specified in an Interest Rate Swap, the amount, if any, payable to the Issuer by an Interest Rate Swap Counterparty.

"*Internal Revenue Code*" means the Internal Revenue Code of 1986, as amended. References herein to sections of the Internal Revenue Code include the applicable U.S. Treasury Regulations promulgated thereunder.

"*Issue Date*" means (a) with respect to the Series 20[__] Bonds, the Initial Issue Date, and (b) with respect to any other Series of Bonds, the date of initial issuance and delivery of such Series.

"*Issuer*" means California Community Choice Financing Authority, a joint powers authority organized pursuant to the laws of the State of California, including without limitation, the Act.

"*Issuer Custodial Agreement*" means the Custodial Agreement dated as of the Initial Issue Date among the Commodity Swap Counterparty, the Issuer, the Trustee and the Custodian.

"*Issuer Purchase Account*" means the Account by that name in the Bond Purchase Fund.

"*Liquidity Facility*" means, with respect to a Series of Bonds, a standby bond purchase agreement, letter of credit or similar facility providing liquidity support for such Series of Bonds and any Alternate Liquidity Facility provided in substitution of the foregoing.

"*Liquidity Facility Provider*" means, with respect to a Liquidity Facility for a Series of Bonds, the commercial bank or other financial institution providing the same and any other commercial bank or other financial institution issuing or providing (or having primary obligation for, or acting as agent for the financial institutions obligated under) an Alternate Liquidity Facility.

"*Mandatory Purchase Date*" means any date on which Bonds are required to be purchased pursuant to Section 4.12, Section 4.13(a) or Section 4.14 or are required to be tendered for purchase at the option of the Issuer pursuant to Section 4.13(b).

"*Master Custodial Agreement*" means that certain Master Custodial Agreement, dated as of the date hereof, by and among Seller, Morgan Stanley Capital Group Inc., the Issuer and the Master Custodian, as the same may be amended, modified or supplemented from time to time.

"*Master Custodian*" means The Bank of New York Mellon Trust Company, N.A., as custodian under the Master Custodial Agreement, and its successors as Master Custodian under the Master Custodial Agreement.

"*Maturity Date*" means, with respect to a Series of Bonds, each date upon which principal of such Bonds is due, as set forth in (a) Section 2.02(b) or an Extended Final Maturity Certificate with respect to the Series 20[__] Bonds, and (b) the related Supplemental Indenture with respect to any other Series of Bonds.

"*Maximum Lawful Rate*" means the maximum interest rate permitted by applicable law.

"*Maximum Rate*" means the lesser of 12% per annum and the Maximum Lawful Rate.

"*Member*" means each of Valley Clean Energy Alliance, Ava Community Energy Authority (formerly known as East Bay Community Energy), Westlight Energy (formerly Peninsula Clean Energy Authority), San Diego Community Power, the City of San Jose through its community choice aggregator program known as San Jose Clean Energy, Sonoma Clean Power Authority, Central Coast Community Energy, Marin Clean Energy, Pioneer Community Energy, Silicon Valley Clean Energy Authority, Clean Power Alliance of Southern California, Orange County Power Authority, Desert Community Energy, and Redwood Coast Energy Authority.

"*Minimum Daily Interest Rate*" means, with respect to a Series of Bonds bearing interest at a Daily Rate, the minimum rate determined by the Remarketing Agent by 10:00 a.m. New York City time pursuant to Section 2.05.

"*Minimum Rate*" means 0.00% *per annum*.

"*Minimum Rating*" means the credit rating of the Funding Recipient or any rating received in connection with a Rating Confirmation.

"*Month*" means a calendar month.

"*Moody's*" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer in a Written Notice delivered to the Trustee.

"*Net Participant Shortfall Amount*" means, for any Month in which the Project Participant fails to pay the full amount due under the Power Supply Contracts in time for such amount to be credited to the Revenue Fund for application pursuant to Section 5.05(a) and the full amount due by such Project Participant is not otherwise paid by the Energy Supplier pursuant to the Receivables Purchase Provisions, an amount equal to the positive result (if any) of (i) such Project Participant's Payment Deficiency Index Baseline for such Month minus (ii) the greater of (a) such Project Participant's Payment Deficiency Fixed Baseline for such Month, and (b) the actual amount paid by such Project Participant for such Month, *provided* that if the foregoing does not result in a positive number, then no Net Participant Shortfall Amount will exist for such Project Participant for such Month.

"*Operating Expenses*" means, to the extent properly allocable to the Clean Energy Project, (a) the Issuer's expenses for operation of the Clean Energy Project, including all Rebate Payments, costs, collateral deposits and other amounts (other than Commodity Swap Payments) necessary to maintain any Commodity Swap; and payments required under the Energy Purchase Agreement (which may, under certain circumstances, include imbalance charges and other miscellaneous payments) or required to be incurred under or in connection with the performance of the Issuer's obligations under the Power Supply Contracts; (b) any other current expenses or obligations required to be paid by the Issuer under the provisions of this Indenture (other than Debt Service on the Bonds and deposits to the General Reserve Fund and the Energy Remarketing Reserve Fund, or any Cost of Acquisition) or by law or required to be incurred under or in connection with the performance of the Issuer's obligations under the Power Supply Contracts; (c) fees payable by the Issuer with respect to any Remarketing Agreement; (d) the fees and expenses of the Fiduciaries; (e) reasonable accounting, legal and other professional fees and expenses, and all other reasonable administrative and operating expenses of the Issuer, which are incurred by the Issuer with respect to the Bonds, this Indenture, or the Clean Energy Project, including but not limited to those relating to the administration of the Trust Estate and compliance by the Issuer with its continuing disclosure obligations, if any, with respect to the Bonds; and (f) the costs of any insurance premiums incurred by the Issuer, including, without limitation, directors and officers liability insurance allocable to the Clean Energy Project; provided that, for purposes of Section 5.05(ii), Operating Expenses shall not include any of the foregoing administrative expenses, fees or other costs described in the foregoing clauses (a) through (f) that are paid from funds on deposit in the Administrative Fee Fund. Commodity Swap Payments, litigation judgments and settlements and indemnification payments in connection with the payment of any litigation judgment or settlement, and Extraordinary Expenses are not Operating Expenses.

"*Operating Fund*" means the Operating Fund established in Section 5.02.

"*Opinion of Bond Counsel*" means a written opinion of either Bond Counsel or Special Tax Counsel (or written opinions of both of them) addressed to the Issuer and delivered to the Trustee.

"*Opinion of Counsel*" means an opinion signed by an attorney or firm of attorneys (who may be counsel to the Issuer) selected by the Issuer.

"*Optional Purchase Date*" means any date on which Bonds are to be purchased pursuant to Section 4.11.

"*Outstanding*" when used with reference to Bonds, means as of any date, Bonds theretofore or thereupon being authenticated and delivered under this Indenture except:

(a) Bonds cancelled (or portions thereof deemed to have been cancelled) by the Trustee at or prior to such date;

(b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), *provided* that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article IV;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III or Section 4.06 or Section 11.06;

(d) Bonds paid or deemed to have been paid as provided in Section 12.01; and

(e) Bonds (or portions thereof) deemed to have been purchased pursuant to the provisions of any Supplemental Indenture in lieu of which other Bonds have been authenticated and delivered as provided in such Supplemental Indenture.

"*Outstanding Sold Receivables*" means, in respect of any Project Participant, Put Receivables that have been sold to the Energy Supplier pursuant to the Receivables Purchase Provisions, together with any interest accrued thereon pursuant to the Receivables Purchase Provisions, less any such Put Receivables and interest thereon that has been previously paid or repurchased from the Energy Supplier pursuant to the Receivables Purchase Provisions.

"*Participants*" means those broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as Securities Depository.

"*Paying Agent*" means the Trustee, its successors and assigns, and any other bank or trust company organized under the laws of any state of the United States of America or any national banking association designated as paying agent for the Bonds, and its successor or successors hereafter appointed in the manner provided in this Indenture.

"*Payment Deficiency Fixed Baseline*" means, for any Month and any Project Participant, the amount such Project Participant would have been required to pay for such Month under its Power Supply Contracts if the Contract Price for such Month had been determined using an Index Price (as defined under its Power Supply Contracts) for such Month equal to the Fixed Price (as defined under the Commodity Swap) for such Month.

"*Payment Deficiency Index Baseline*" means, for any Month and any Project Participant, the amount required to be paid by such Project Participant for such Month under its Power Supply Contracts.

"*Person*" means any and all natural persons, firms, associations, corporations and public bodies.

"*Pledged Funds*" means (a) the Project Fund, (b) the Revenue Fund, (c) the Debt Service Fund, (d) the General Reserve Fund, (e) the Assignment Payment Fund and (f) the Commodity Swap Payment Fund, in each case including the Accounts in each of such Funds and in the case of the Commodity Swap Payment Fund, subject to the prior pledges thereof in favor of the Commodity Swap Counterparty.

"*Power Supply Contracts*" means (a) each of the contracts for the sale by the Issuer of Energy from or attributable to the Clean Energy Project to a Project Participant identified on Schedule I, as such contracts may be amended from time to time in accordance with the terms thereof and this Indenture, and (b) any other contract for the sale by the Issuer of Energy from or attributable to the Clean Energy Project entered into by a Person that becomes a Project Participant in accordance with the assignment and novation requirements set forth in Section 7.10(iv), as such contract may be amended from time to time in accordance with the terms thereof and this Indenture.

"*Prepaid Clean Energy Project Administration Agreement*" means the Prepaid Clean Energy Project Administration Agreement, dated as of [***Closing Date***], between the Issuer and Silicon Valley Clean Energy Authority, as the same may be amended from time to time.

"*Prevailing Market Conditions*" means, without limitation, the following factors: existing short term market rates for securities, the interest on which is excluded from gross income for federal income tax purposes or, as applicable, qualifies the issuer thereof to receive Subsidy Payments or similar benefit; indexes of such short term rates; the existing market supply and demand and the existing yield curves for short term and long term securities for obligations of credit quality comparable to the Bonds, the interest on which is excluded from gross income for federal income tax purposes; general economic conditions and financial conditions that may affect or be relevant to the Bonds; and such other facts, circumstances and conditions as the Remarketing Agent, in its sole discretion, shall determine to be relevant to the remarketing of the Bonds at the Purchase Price thereof.

"*Principal Installment*" means, as of any date of calculation, (a) the principal amount of Bonds due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance (determined as provided in Section 5.10(c)) of any Sinking Fund Installments due on a certain future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments.

"*Project Administration Fee*" has the meaning assigned to such term in the Prepaid Clean Energy Project Administration Agreement.

"*Project Fund*" means the Project Fund established in Section 5.02.

"*Project Participant*" means (a) a Public Agency that is an Energy purchaser under a Power Supply Contract and identified as a "Project Participant" in Schedule I and (b) any other Person that enters into a Power Supply Contract with the Issuer in accordance with the assignment and novation requirements set forth in Section 7.10(d)(iv).

"*Public Agency*" means a state, a governmental or political subdivision of a state and a corporate instrumentality or public corporation of a state or a subdivision of a state, including without limitation any of their departments or agencies, counties, county boards of education, county superintendents of schools, cities, public corporations, public districts, public commissions or joint powers authorities.

"*Purchase Date*" means an Optional Purchase Date or a Mandatory Purchase Date, as the case may be.

"*Purchase Price*" means (a) with respect to any Purchased Bond to be purchased on an Optional Purchase Date, an amount equal to the principal amount of such Bond Outstanding on such date plus accrued and unpaid interest thereon, unless such Optional Purchase Date is an Interest Payment Date for such Bond, in which case interest on such Bond shall not be included in the Purchase Price of such Bond but shall be paid to the Owner of such Bond in accordance with the interest payment provisions of this Indenture, (b) except as provided in clause (c) below, with respect to any Purchased Bond to be purchased on a Mandatory Purchase Date, an amount equal to the principal amount of such Bond Outstanding on such date, and (c) in the case of a purchase of a Bond bearing interest at a Term Rate pursuant to Section 4.14 with respect to which the new Interest Rate Period commences prior to the day originally established as the last day of the preceding Term Rate Period, the optional redemption price for such Bond set forth in Section 4.03(b) or in an applicable Supplemental Indenture which would have been applicable to such Bond if the preceding Term Rate Period had continued to the day originally established as its last day. Accrued interest due on any Bonds to be purchased on a Mandatory Purchase Date shall be paid from amounts on deposit in the Debt Service Account of the Debt Service Fund on such date in accordance with Section 5.07.

"*Purchased Bonds*" means any Bonds required to be purchased on a Purchase Date.

"*Put Option Notice*" has the meaning set forth in Section 2.1(a) of the Receivables Purchase Provisions.

"*Put Receivable*" has the meaning set forth in Section 1.1 of the Receivables Purchase Provisions.

"*Qualified Investments*" means any of the following investments, if and to the extent that the same are rated (or whose financial obligations to the Issuer receive credit support from an entity rated) (i) at least the Minimum Rating or (ii) at such a rating that will allow the Bonds to be rated the same as the credit rating or financial strength rating assigned to the Funding Recipient (or the Funding Recipient's guarantor) (except for (c) below), and are at the time authorized for such purpose by law:

(a) Direct obligations of the United States government or any of its agencies;

(b) Obligations guaranteed as to principal and interest by the United States government or any of its agencies;

(c) Certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the Issuer, and other evidences of deposit at state and federally chartered banks, savings and loan institutions or savings banks, including the Trustee or any of its affiliates (each having the highest short term rating by each Rating Agency then rating the Bonds) deposited and collateralized as required by law;

(d) Repurchase agreements entered into with the United States or its agencies or with any bank, broker dealer or other such entity, including the Trustee and its affiliates, so long as the obligation of the obligated party is secured by a perfected pledge of obligations that meet the conditions set forth in the preamble to this definition of Qualified Investments;

(e) Guaranteed investment contracts, forward delivery agreements, interest rate exchange agreements or similar agreements providing for a specified rate of return over a specified time period if and to the extent that the obligated party thereunder is rated (or receives credit support from an entity rated) at least a rating which will not impair, or cause the Bonds to fail to retain, the rating then assigned by each Rating Agency rating the Bonds;

(f) Direct general obligations of a state of the United States, or a political subdivision or instrumentality thereof, having general taxing powers;

(g) Obligations of any state of the United States or a political subdivision or instrumentality thereof, secured solely by revenues received by or on behalf of the state or political subdivision or instrumentality thereof irrevocably pledged to the payment of principal of and interest on such obligations and that meet the conditions set forth in the preamble to this definition of Qualified Investments;

(h) Money market funds registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, and having a rating in the highest Rating Category by each Rating Agency, including money market funds of the Trustee and funds for which the Trustee or its affiliates (i) provide investment or other management services and (ii) serve as investment manager, administrator, shareholder, servicing agent and/or custodian or sub-custodian, notwithstanding that (A) the Trustee or its affiliate receives or collects fees from such funds for services rendered, and (B) services performed by the Trustee pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or its affiliate; or

(i) Any other investments permitted by applicable law for the investment of the funds of the Issuer and that meet the conditions set forth in the preamble to this definition of Qualified Investments;

provided, that the Issuer shall monitor, or shall cause to be monitored, ratings and shall determine whether any investment made is or continues to be a Qualified Investment, and the Trustee shall have no responsibility whatsoever for monitoring ratings or determining whether any investment is or continues to be a Qualified Investment.

"*Rating Agency*" means Fitch, Moody's or S&P, or any other rating agency so designated in a Supplemental Indenture that, at the time, rates the Bonds.

"*Rating Category*" means one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier, a plus or minus, or otherwise.

"*Rating Confirmation*" means evidence satisfactory to the Issuer, so designated in a Written Statement of the Issuer delivered to the Trustee, that upon the effectiveness of any proposed action, all Outstanding Bonds will continue to be assigned at least the same or equivalent ratings (including the same or equivalent numerical, plus or minus, or other modifiers within a Rating Category) by each Rating Agency then rating such Outstanding Bonds.

"*Rebate Payments*" means those portions of moneys or securities held in any Fund or Account that are required to be paid to the United States Treasury Department under the requirements of Section 148(f) of the Internal Revenue Code.

"*Receivables Purchase Provisions*" means (i) initially, the provisions set forth in Exhibit G to the Energy Purchase Agreement, and (ii) any successor provisions for the purchase and sale of receivables in respect of amounts due and unpaid under the Power Supply Contracts and provided in a Written Notice of the Issuer to the Trustee.

"*Redemption Account*" means the Redemption Account in the Debt Service Fund established in Section 5.02.

"*Redemption Price*" means, with respect to any Bond, the amount payable upon redemption thereof pursuant to such Bond or this Indenture.

"*Reference Month*" means, with respect to each CPI Index Rate Reset Date, the third calendar month preceding such CPI Index Rate Reset Date.

"*Refunding Bonds*" means a Series of Bonds authorized to be issued pursuant to Section 2.01(c) for the sole purposes of refunding or defeasing (in accordance with Article XII) in whole a Series of Bonds then Outstanding, and paying the Cost of Acquisition with respect to such Refunding Bonds.

"*Regular Record Date*" means (i) with respect to any Interest Payment Date in respect of any Daily Interest Rate Period, Weekly Interest Rate Period, Index Rate Period, Commercial Paper Interest Rate Period, the Business Day immediately preceding such Interest Payment Date, and (ii) with respect to any Interest Payment Date in respect of any Term Rate Period, the 15th day of the Month (whether or not such day is a Business Day) immediately preceding the Month in which such Interest Payment Date falls.

"*Remarketing Agent*" means, with respect to any Series of Bonds, the entity appointed as the remarketing agent for such Series pursuant to the related Remarketing Agreement and, if applicable, the related Supplemental Indenture.

"*Remarketing Agreement*" means, with respect to any Series of Bonds, the remarketing agreement, if any, entered into between the Issuer and the Remarketing Agent for such Series of Bonds.

"*Remarketing Proceeds Account*" means the Account by that name within the Bond Purchase Fund.

"*Remarketing Provisions*" means the electricity remarketing provisions set forth in Exhibit C to the Energy Purchase Agreement.

"*Remediation Remarketing Purchase Price*" has the meaning given to such term in the Remarketing Provisions.

"*Re-Pricing Agreement*" means the Re-Pricing Agreement dated as of the Initial Issue Date between the Issuer and the Energy Supplier, as the same may be amended in accordance with its terms.

"*Reset Period*" means Initial Reset Period or Reset Period, as the case may be, each as defined in the Re-Pricing Agreement.

"*Responsible Officer*" means, when used with respect to the Trustee, the Custodian or the Calculation Agent, as applicable, any managing director, president, vice president, senior associate, associate or other officer of the Trustee, the Custodian or the Calculation Agent, respectively, within its designated corporate trust office for delivery of notice specified in Section 12.11 (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at such office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Indenture.

"*Revenue Fund*" means the Revenue Fund established in Section 5.02.

"*Revenues*" means:

(a) all revenues, income, rents, user fees or charges, and receipts derived or to be derived by the Issuer from or attributable or relating to the ownership and operation of the Clean Energy Project, including all revenues attributable or relating to the Clean Energy Project or to the payment of the costs thereof received or to be received by the Issuer under the Power Supply Contract and the Energy Purchase Agreement or otherwise payable to the Trustee for the account of the Issuer for the sale and/or transmission of Energy or otherwise with respect to the Clean Energy Project (excluding any payments received by the Issuer in respect of any Monthly Excess Quantities or Assigned Paygo Quantities, each as defined in the Energy Purchase Agreement);

(b) interest received or to be received on any moneys or securities (other than moneys or securities held in the Project Fund, moneys or securities held in the Redemption Account in the Debt Service Fund or that portion of moneys in the Operating Fund required

for Rebate Payments) held pursuant to this Indenture and paid or required to be paid into the Revenue Fund;

(c) any Commodity Swap Receipts received by the Trustee on behalf of the Issuer;

(d) any Subsidy Payments received by the Trustee, on behalf of the Issuer, in accordance with Section 3.10 of this Indenture; and

(e) any Advance received by the Trustee on behalf of the Issuer.

provided that, the term "Revenues" shall not include: (i) any Termination Payment pursuant to the Energy Purchase Agreement; (ii) any amounts received from the Energy Supplier that are required to be deposited into the Energy Remarketing Reserve Fund pursuant to Section 5.11; (iii) any amounts paid by the Project Participant under the Prepaid Clean Energy Project Administration Agreement; (iv) any Assignment Payment received from the Energy Supplier; (v) Interest Rate Swap Receipts; and (vi) amounts paid by the Project Participant in respect of the Project Administration Fee.

"*S&P*" means S&P Global Ratings, a division of S&P Global Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer in a Written Notice delivered to the Trustee.

"*Scheduled Debt Service Deposits*" means the required monthly deposits to the Debt Service Account in the Debt Service Fund and the required cumulative deposits to the Debt Service Account in the Debt Service Fund in respect of the Debt Service coming due on the Bonds on each Bond Payment Date pursuant to Section 5.05(a)(iii) and as set forth on Schedule II hereto. Schedule II shall be revised (a) by Written Notice of the Issuer delivered at the time of its designation of each subsequent Interest Rate Period, and (b) by each Supplemental Indenture authorizing the issuance of Refunding Bonds.

"*Securities Depository*" means DTC, or its nominee, and its successors and assigns.

"*Series*" means the Series 20[__] Bonds and any other Bonds designated as a Series authorized to be issued hereunder pursuant to Section 2.01.

"*Series 20[__] Bonds*" means the Clean Energy Project Revenue Bonds, Series 20[__] (Green Bonds) ([Term Rate]) authorized to be issued under Section 2.01.

"*Series 20[__] Final Maturity Date*" means (i) initially, the Final Maturity Date of the Series 20[__] Bonds set forth in Section 2.02(b) and (ii) if the Final Maturity Date of the Series 20[__] Bonds is extended as provided in Section 2.02(f), the Extended Final Maturity Date set forth in the Extended Final Maturity Certificate.

"*SIFMA Index*" means the SIFMA Municipal Swap Index, which, for purposes of an Index Rate Reset Date for a Series of Bonds bearing interest at a SIFMA Index Rate, will be the level of such index which is issued weekly and which is compiled from the weekly interest rate resets of

tax exempt variable rate issues included in a database maintained by Refinitiv Global Markets, Inc. which meet specific criteria established from time to time by SIFMA and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day, such date being the same day the SIFMA Swap Index is expected to be published or otherwise made available to the Calculation Agent. If the SIFMA Index is not available as of any Index Rate Reset Date, the interest rate for such Index Rate Reset Date will be determined using a comparable substitute or replacement index for such Index Rate Reset Date selected and designated by the Issuer in its commercially reasonable judgment in compliance with Section 2.09(b)(v) and Section 2.13.

"*SIFMA Index Rate*" means a per annum rate of interest equal to the sum of (a) the SIFMA Index then in effect, plus (b) the Applicable Spread.

"*SIFMA Index Rate Period*" means, with respect to a Series of Bonds, an Index Rate Period during which such Bonds bear interest at the SIFMA Index Rate.

"*Sinking Fund Installment*" means, for the Series 20[__] Bonds, the amounts so designated in Section 4.02, and with respect to any other Series of Bonds, each amount, if any, so designated in the applicable Supplemental Indenture.

"*SOFR Accrual Period*" means (a) the number of actual days from and including the Conversion Date to but not including the first SOFR Interest Calculation Date and (b) thereafter, the number of actual days from and including the preceding SOFR Interest Calculation Date to but not including the next succeeding SOFR Interest Calculation Date, regardless of the number of days in any Month.

"*SOFR Effective Date*" shall mean each Business Day. Each SOFR Effective Date is an Index Rate Reset Date for all purposes of the Indenture unless the context clearly requires otherwise.

"*SOFR Effective Period*" means the number of actual days from a SOFR Effective Date to but not including the next SOFR Effective Date.

"*SOFR Index*" means the "Secured Overnight Financing Rate" reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of such Secured Overnight Financing Rate, as of 3:00 p.m. on each SOFR Publish Date representing the SOFR Index as of the SOFR Lookback Date, which will be used to calculate interest for the SOFR Effective Period beginning on the SOFR Effective Date. If SOFR Index is not available as of any Index Rate Reset Date, the interest rate for such Index Rate Reset Date will be determined using a comparable substitute or replacement index for such Index Rate Reset Date designated by the Issuer in writing (with notice to, and which is available to, the Calculation Agent) in compliance with Section 2.09(b)(v).

"*SOFR Index Rate*" means a daily variable interest rate equal to the sum of (a) the product of the SOFR Index and the Applicable Factor, plus (b) the Applicable Spread on each day of a SOFR Effective Period, but not less than the Minimum Rate and not greater than the Maximum Rate.

"*SOFR Index Rate Period*" means, with respect to a Series of Bonds, an Index Rate Period during which such Bonds bear interest at the SOFR Index Rate.

"*SOFR Interest Calculation Date*" means the first Business Day of each Month, commencing on such date as specified in a Supplemental Indenture.

"*SOFR Lookback Date*" means the third Business Day immediately preceding each SOFR Effective Date.

"*SOFR Publish Date*" means the second Business Day immediately preceding each SOFR Effective Date.

"*Special Record Date*" has the meaning given to such term in Section 3.08.

"*Special Tax Counsel*" means Barnes & Thornburg LLP or any other counsel of nationally recognized standing in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States, and selected by the Issuer. Bond Counsel may serve as Special Tax Counsel.

"*Specified Project Participant*" has the meaning assigned to such term in Section 1.1 of the Receivables Purchase Provisions.

"*State*" means the State of California.

"*Subsidy Payments*" means, with respect to a Series of Bonds issued under Section 54AA of the Internal Revenue Code, the amounts relating to such Series of Bonds which are payable by the federal government under Section 6431 of the Internal Revenue Code, which the Issuer has elected to receive under Section 54AA(g)(1) of the Internal Revenue Code, and (b) with respect to a Series of Bonds issued under any other provision of the Internal Revenue Code that creates a substantially similar direct-pay subsidy program, the amounts relating to such Series of Bonds which are payable by the federal government under the applicable provision of the Internal Revenue Code which the Issuer has elected to receive under the applicable provisions of the Internal Revenue Code.

"*Supplemental Indenture*" means any indenture supplemental to or amendatory of this Indenture executed and delivered by the Issuer and the Trustee in accordance with Article X.

"*Swap Payment Deficiency*" means, as of any date, (a) the aggregate amount of the next Commodity Swap Payment expected to become due pursuant to each Commodity Swap, minus (b) the amount on deposit in the Commodity Swap Payment Fund; *provided, however*, that if such difference is a negative number, then the Swap Payment Deficiency shall be zero.

"*Tax Agreement*" means the Tax Certificate and Agreement of the Issuer with respect to the Bonds dated as of the Initial Issue Date.

"*Term Rate*" means, with respect to a Series of Bonds, a fixed interest rate for each maturity of such Bonds established in accordance with Section 2.07.

"*Term Rate Conversion Date*" means, with respect to a Series of Bonds, each date on which such Bonds begin to bear interest at a Term Rate pursuant to the provisions of Section 2.07, including each date on which a new Term Rate Period is established for such Bonds and the Final Fixed Rate Conversion Date with respect to such Bonds.

"*Term Rate Period*" means, with respect to a Series of Bonds, each period during which a Term Rate is in effect for such Bonds.

"*Term Rate Tender Date*" means with respect to a Term Rate Period for a Series of Bonds, the date so specified in the related Supplemental Indenture or notice of Conversion to or continuation of such Term Rate Period provided by the Issuer pursuant to Section 2.07(b), as applicable, which date shall be a Mandatory Purchase Date pursuant to Section 4.13 and shall not be later than the Final Maturity Date for such Series of Bonds. The Term Rate Tender Date shall always be a Business Day, unless such date is the Final Maturity Date. If a date (other than the Final Maturity Date) that is not a Business Day is specified as a Term Rate Tender Date, then the Term Rate Tender Date shall be the Business Day immediately following such specified date.

"*Termination Payment*" has the meaning given to such term in the Energy Purchase Agreement.

"*Trust Estate*" means (a) the proceeds of the sale of the Bonds, (b) all right, title and interest of the Issuer in, to and under the Power Supply Contract, except for the right to receive the Project Administration Fee, (c) the Revenues, (d) any Termination Payment or the right to receive such Termination Payment (e) all right, title and interest of the Issuer in, to and under the Receivables Purchase Provisions, including payments received from the Energy Supplier (or the Master Custodian on its behalf) pursuant thereto, (f) all right, title and interest of the Issuer in, to and under each Interest Rate Swap and the Interest Rate Swap Receipts, if any, (g) all right, title and interest of the Issuer in, to and under any Debt Service Fund Agreement and Debt Service Fund Agreement Guaranty and (h) the Pledged Funds (which does not include the Administrative Fee Fund, the Energy Remarketing Reserve Fund and the Bond Purchase Fund, and excluding Rebate Payments held in any Fund or Account), including the investment income, if any, thereof subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

"*Trustee*" means U.S. Bank Trust Company, National Association, and its successor or successors and any other corporation or national banking association which may at any time be substituted in its place pursuant to this Indenture.

"*Undelivered Bond*" means any Bond which constitutes an Undelivered Bond under the provisions of Section 4.16.

"*Underwriter*" means (a) with respect to the Series 20[__] Bonds, Morgan Stanley & Co. LLC, and (b) with respect to any other Series of Bonds, the municipal securities broker dealer engaged by the Issuer to underwrite such Series of Bonds.

"*Variable Rate Bonds*" means Bonds bearing interest at a Daily Interest Rate, a Weekly Interest Rate, CP Interest Term Rates or an Index Rate.

"*Weekly Interest Rate*" means, with respect to a Series of Bonds, a variable interest rate established for such Bonds in accordance with Section 2.06.

"*Weekly Interest Rate Period*" means, with respect to a Series of Bonds, each period during which a Weekly Interest Rate is in effect for such Series of Bonds.

"*Written Certificate*," "*Written Direction*," "*Written Instrument*," "*Written Notice*," "*Written Request*" and "*Written Statement*" of the Issuer means in each case an instrument in writing signed on behalf of the Issuer by an Authorized Officer thereof. Any such instrument and any supporting opinions or certificates may, but need not, be combined in a single instrument with any other instrument, opinion or certificate, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or certificate of counsel, consultants, accountants or engineers, unless the Authorized Officer signing such Written Certificate, Direction, Instrument, Notice, Request or Statement knows, or in the exercise of reasonable care should know, that the opinion or certificate with respect to the matters upon which such Written Certificate, Direction, Instrument, Notice, Request or Statement may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel, consultant, accountant or engineer, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different Authorized Officers, counsel, consultants, accountants or engineers may certify to different facts, respectively. Every Written Certificate, Direction, Instrument Notice, Request or Statement of the Issuer, and every certificate or opinion of counsel, consultants, accountants or engineers provided for herein shall include:

(a) a statement that the person making such certificate, direction, instrument, notice, request, statement or opinion has read the pertinent provisions of this Indenture to which such certificate, direction, notice, request, statement or opinion relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, direction, instrument, notice, request, statement or opinion is based;

(c) a statement that, in the opinion of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion with respect to the subject matter referred to in the instrument to which his or her signature is affixed; and

(d) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

Section 1.02. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope and intent of any provisions of this Indenture.

Section 1.03. Rules of Construction. Except where the context otherwise requires, words of any gender shall include correlative words of the other genders; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include

firms, associations, trusts, corporations or governments or agencies or political subdivisions thereof. The term "include" and its derivations are not limiting.

References herein to contracts and agreements include all amendments or supplements thereto made in accordance with the terms thereof, and any reference to a party to any such agreement includes all successors and assigns of such party thereunder permitted by the terms hereof and thereof. References herein to Articles, Sections, Exhibits and Schedules are references to the Articles, Sections, Exhibits and Schedules of and to this Indenture.

Section 1.04. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 1.05. Consents. Whenever the consent, notice or direction of the Bondholders, the Energy Supplier, the Commodity Swap Counterparty, the Interest Rate Swap Counterparty or the Issuer is required under the terms of this Indenture, such consent, notice or direction, as applicable, shall be evidenced by a written instrument providing for such consent, delivered to the Trustee.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.01. Authorization of Bonds and Refunding Bonds; Application of Proceeds.

(a) For the purpose of financing the Cost of Acquisition of the Clean Energy Project, the $[__] Clean Energy Project Revenue Bonds, Series 20[__] (Green Bonds) ([Term Rate]), which shall bear interest during the Initial Interest Rate Period at a Term Rate, and which shall be entitled to the benefit, protection and security of this Indenture are hereby authorized to be issued.

(b) The proceeds of the Series 20[__] Bonds shall be deposited with the Trustee and disbursed, transferred and applied as provided in a Written Request of the Issuer delivered to the Trustee upon the issuance of the Series 20[__] Bonds.

(c) In addition to the Series 20[__] Bonds, there are hereby authorized to be issued by Supplemental Indenture one or more Series of Refunding Bonds for the purpose of refunding any Series of Bonds then Outstanding hereunder, subject to the following conditions:

(i) the Supplemental Indenture providing for issuance of a Series of Refunding Bonds shall set forth (A) the Bonds to be refunded, (B) the Series designation and aggregate principal amount of the Refunding Bonds, (C) the Maturity Dates (which shall be no later than the Final Maturity Date) and any Sinking Fund Installments for the Refunding Bonds, (D) the Scheduled Debt Service Deposits for such Bonds, (E) the initial Interest Rate Period for such Refunding Bonds, and if such Interest Rate Period is to be an Index Rate Period, the applicable Index or CPI, and the Applicable Spread, and (F) such other terms and provisions concerning the Refunding Bonds as are not inconsistent with this Indenture;

(ii) a Series of Refunding Bonds issued in a Term Rate Period may be sold at a premium;

(iii) the proceeds of a Series of Refunding Bonds (including any sale premium) shall be used exclusively to pay the Cost of Acquisition relating to the Refunding Bonds;

(iv) if such Bonds are Variable Rate Bonds the Issuer shall have entered into an Interest Rate Swap with respect to such Series of Bonds and if such Bonds are to bear interest at a Daily Interest Rate, a Weekly Interest Rate or CP Interest Term Rates, the Issuer shall have appointed a Remarketing Agent for such Bonds;

(v) the delivery to the Trustee of an Accountant's Certificate verifying ongoing cash flow sufficiency and Termination Payment sufficiency, *provided that* the Trustee shall have no duty or obligation to review the contents thereof and shall receive such Accountant's Certificate solely as a repository on behalf of Bondholders;

(vi) the delivery to the Trustee of the requests, opinions and documents required by Section 2.03(c); and

(vii) the receipt by the Trustee of a Rating Confirmation with respect to any Bonds Outstanding prior to the issuance of such Refunding Bonds that will remain Outstanding after the issuance thereof.

(d) No bonds, other than the Bonds and any Refunding Bonds, may be issued pursuant to this Indenture.

Section 2.02. Terms of Series 20[__] Bonds; Payment.

(a) The Series 20[__] Bonds shall be dated as of the date of the initial authentication and delivery thereof, shall bear interest from such date, payable on each Interest Payment Date, and shall be subject to redemption as provided in Article IV. The principal and Redemption Price of and interest on the Series 20[__] Bonds shall be payable by the Trustee at its designated corporate trust office and such banking institution is hereby appointed Paying Agent and Bond Registrar for the Bonds; *provided* that interest on the Bonds may be paid, at the option of the Issuer, by check payable to the order of the Person entitled thereto, and mailed by first-class mail, postage prepaid, to the address of such Person as shall appear on the books of the Bond Registrar as of the close of business on the Regular Record Date for such Interest Payment Date, whether or not such Regular Record Date is a Business Day, which books the Bond Registrar shall keep for such purposes at its designated corporate trust office. Upon the written request of any Owner of one million dollars ($1,000,000) or more in aggregate principal amount of Bonds received by the Trustee prior to the applicable Regular Record Date (which request shall remain in effect until rescinded in writing by such Owner), interest shall be paid on each Interest Payment Date by wire transfer of immediately available funds to an account maintained in any bank or trust company in the United States of America that is a member of the Federal Reserve System designated in writing by such Owner. The principal and Redemption Price of and interest on all Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by this Indenture. The Issuer shall provide Written Notice to the Trustee of the appointment of any additional Paying Agent.

(b) The Series 20[__] Bonds shall mature on the Maturity Date set forth below. The Initial Interest Rate Period for the Series 20[__] Bonds shall be a Term Rate Period, and the Series

20[__] Bonds shall bear interest during such Interest Rate Period at the rate set forth below. The Series 20[__] Bonds are Extendable Maturity Bonds and the Issuer has the right to extend the Final Maturity Date set forth below as provided in Section 2.2(f).

SERIES 20[__] BONDS

MATURITY	PRINCIPAL AMOUNT	INTEREST RATE
[____, 20__]	$[__]	[__]%

(c) Interest on the Series 20[__] Bonds shall be payable to the date on which such Bonds shall have been paid in full. Interest on the Series 20[__] Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 20[__] Bonds shall be payable on each Interest Payment Date for the period commencing on the immediately preceding Interest Accrual Date for such period and ending on the day immediately preceding such Interest Payment Date. The first Interest Payment Date for the Series 20[__] Bonds is [____, 20__].

(d) The initial interest rates for the Bonds of each Series and the determination for such Bonds of the Daily Interest Rate, the Weekly Interest Rate, the Index Rate or the Term Rate and each CP Interest Term and CP Interest Term Rate by the applicable Calculation Agent or Remarketing Agent for such Bonds, as the case may be, and shall be conclusive and binding upon the Issuer, the Trustee, the Remarketing Agent and the Owners of the Bonds.

(e) Upon the mandatory tender for purchase of the Series 20[__] Bonds at the option of the Issuer pursuant to Section 4.13(b) and in furtherance of its covenant in Section 7.24, the Issuer shall have the right to extend the Final Maturity Date of the Series 20[__] Bonds upon satisfaction of the following conditions:

(i) The Issuer shall deliver an Extended Final Maturity Certificate to the Trustee to the effect that the Final Maturity Date of the Series 20[__] Bonds has been extended and the date of the Extended Final Maturity Date;

(ii) The Issuer shall elect to convert the Interest Rate Period pursuant to Section 2.05(b), Section 2.06(b), Section 2.08(b) or Section 2.09(c), or continue the Initial Interest Rate Period pursuant to Section 2.07(b); and

(iii) The Issuer receives a Favorable Opinion of Bond Counsel on the Conversion Date or the date of the continuation of the Term Rate Period.

As provided in Section 7.24, the Issuer has covenanted to exercise commercially reasonable efforts to extend the Final Maturity Date of the Series 20[__] Bonds. In connection with the delivery of an Extended Final Maturity Certificate, the Issuer shall also have the right to specify Maturity Dates and Sinking Fund Installments with respect to the Series 20[__] Bonds that are scheduled to occur before the Extended Final Maturity Date. The Issuer and the Trustee may enter into a Supplemental Indenture with respect to the matters covered in an Extended Final

Maturity Certificate and with respect to such other matters as they deem necessary or desirable in connection with the Extended Final Maturity Date.

(f) In connection with any Term Rate Conversion Date of a Series of Bonds, the Sinking Fund Installments, if any, established for such Series pursuant to the applicable Supplemental Indenture may be re-designated as Maturity Dates and Sinking Fund Installments for such Bonds on the Term Rate Conversion Date for such Bonds as provided for in the applicable Supplemental Indenture.

Section 2.03. Conditions for Issuance of Bonds. The Bonds of each Series shall be executed by the Issuer and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered upon the Written Direction of the Issuer, but only upon the receipt by the Trustee of:

(a) A copy, certified by an Authorized Officer, of a resolution and/or evidence of any other official actions taken by the Issuer that authorize the execution and delivery of the Bonds of such Series, together with a Written Request as to the authentication and delivery of the Bonds of such Series, signed by an Authorized Officer;

(b) An Opinion or Opinions of Counsel to the effect that (i) the Issuer has the right and power to authorize and enter into this Indenture, the Power Supply Contracts, the Energy Purchase Agreement, the Commodity Swap and any Interest Rate Swap, and (ii) the Power Supply Contracts, the Energy Purchase Agreement, the Commodity Swap and any Interest Rate Swap have been duly and lawfully authorized, executed and delivered by the Issuer and (assuming due authorization, execution and delivery by, and validity and binding effect upon, the other parties thereto) are valid and binding obligations of the Issuer, and no other authorization for the Power Supply Contracts, the Energy Purchase Agreement, the Commodity Swap or any Interest Rate Swap is required; *provided*, that such Opinion(s) of Counsel may take customary exceptions, including as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, receivership, debt adjustment, moratorium, reorganization, arrangement, fraudulent conveyance or other similar laws relating to or affecting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion, limitations on legal remedies against public entities in the State, and the valid exercise of the sovereign police powers of the State and of the constitutional power of the United States of America and may state that no opinion is being rendered as to the availability of any particular remedy;

(c) An Opinion of Bond Counsel to the effect that (i) the Bonds of such Series constitute the valid and binding limited obligations of the Issuer; (ii) this Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Issuer; and (iii) this Indenture creates a valid pledge to secure the payment of principal of and interest on the Bonds, of the Trust Estate, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture; provided, that such Opinion of Bond Counsel may take customary exceptions, including as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, receivership, debt adjustment, moratorium reorganization, arrangement, fraudulent conveyance, or other similar laws relating to or affecting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion, limitations on legal remedies against public entities in the State, and

the valid exercise of the sovereign police powers of the State, and may state that no opinion is being rendered as to the availability of any particular remedy under the financing documents;

(d) An opinion of Special Tax Counsel to the effect that, if applicable, interest on the Bonds of such Series is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code and is exempt from State of California personal income taxes (it being agreed that if Special Tax Counsel also serves as Bond Counsel, the opinion described in this clause (d) may be consolidated with the Opinion of Bond Counsel described in the preceding clause (c));

(e) Executed or certified copy of each Power Supply Contract with each of the Project Participants specified on Schedule I;

(f) An opinion of counsel to each of the initial Project Participants to the effect that the applicable Power Supply Contract between such Project Participant and the Issuer has been duly authorized, executed and delivered by such Project Participant, is the valid and binding obligation of such Project Participant and is enforceable in accordance with its terms, subject to customary assumptions and exceptions with respect to enforceability and such additional exceptions as may be agreed to by the Issuer and the Underwriter;

(g) A rating on the Bonds from at least one Rating Agency.

Section 2.04. Initial Interest Rate Period; Subsequent Interest Rate Periods. (a) The Series 20[__] Bonds shall be initially issued in the Interest Rate Period set forth in Section 2.02(b). Upon the purchase of the Series 20[__] Bonds on a Mandatory Purchase Date, the Interest Rate Period for each Series of the Series 20[__] Bonds may be converted to a Daily Interest Rate Period, a Weekly Interest Rate Period, a Commercial Paper Interest Rate Period, an Index Rate Period, a Term Rate Period or a combination thereof, as provided in this Article II. In the event that two or more Interest Rate Periods are so established, the Series 20[__] Bonds shall, by Supplemental Indenture, be divided into separate Series or sub-Series corresponding to such Interest Rate Periods.

(b) In the manner hereinafter provided, the term of each Series of Bonds will be divided into consecutive Interest Rate Periods during each of which such Bonds shall bear interest at the Daily Interest Rate, the Weekly Interest Rate, CP Interest Term Rates, Term Rates or an Index Rate; *provided, however*, that the Interest Rate Period shall be the same for all Bonds of a Series, and, notwithstanding anything herein to the contrary, no Bond shall bear interest in excess of the Maximum Rate. The initial Interest Rate Period for any Series of Bonds (other than the Initial Interest Rate Period for the Series 20[__] Bonds) shall be established pursuant to the related Supplemental Indenture.

Section 2.05. Daily Interest Rate Period.

(a) *Determination of Daily Interest Rates*. During each Daily Interest Rate Period for a Series of Bonds, the Bonds of such Series shall bear interest at the Daily Interest Rate, which shall be determined by the Remarketing Agent on or before 11:00 a.m., New York City time, on each Business Day for such Business Day. The Remarketing Agent will advise the Trustee by Electronic Means of the final Daily Interest Rate by 12:00 noon, New York City time, on the day

such rate is determined. The Daily Interest Rate shall be the rate of interest per annum determined by the Remarketing Agent to be the minimum interest rate which, if borne by the Bonds of the applicable Series, would enable the Remarketing Agent to sell the Bonds of such Series on that Business Day at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. With respect to any day that is not a Business Day, the Daily Interest Rate for that day shall be the same Daily Interest Rate established for the immediately preceding Business Day. In the event the Remarketing Agent fails to establish a Daily Interest Rate for any Business Day, then the Daily Interest Rate for that Business Day shall be the Daily Interest Rate for the immediately preceding Business Day if the Daily Interest Rate for the immediately preceding Business Day was established by the Remarketing Agent. Subject to the provisions of Section 2.10(d), in the event that the Daily Interest Rate for the immediately preceding Business Day was not determined by the Remarketing Agent, or in the event that the Daily Interest Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the Daily Interest Rate shall be deemed to be equal to the SIFMA Index on the Business Day such Daily Interest Rate would otherwise be determined as provided herein for such Daily Interest Rate Period.

(b) *Conversion to Daily Interest Rate Period*. Subject to Section 2.10, at any time the Issuer, in a Written Direction of the Issuer delivered to the Trustee and the Remarketing Agent (if any), may elect that a Series of Bonds shall bear interest at a Daily Interest Rate. Such direction of the Issuer shall specify the proposed effective date of such Conversion to a Daily Interest Rate Period, which shall be a Business Day not earlier than the 30th day following the second Business Day after receipt by the Trustee of the Written Direction of the Issuer, and either (A) in the case of a Conversion from a Commercial Paper Interest Rate Period, an Index Rate Period or a Term Rate Period, the day immediately following the last day of such Interest Rate Period, or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to Section 4.03(b) or an applicable Supplemental Indenture. In addition, such direction shall be accompanied by a form of notice required by Section 2.05(c) and the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the effective date of the Conversion to the Daily Interest Rate Period. Upon the Conversion of any Series of Bonds to the Daily Interest Rate Period and until the day immediately preceding the effective date of the next succeeding Interest Rate Period under the terms of this Indenture, the interest rate borne by such Series of Bonds shall be a Daily Interest Rate as provided in Section 2.05(a).

(c) *Notice of Conversion to Daily Interest Rate Period*. Following timely receipt of a Written Direction of the Issuer directing the Conversion of a Series of Bonds to the Daily Interest Rate Period as provided in Section 2.05(b), the Trustee shall give notice by first class mail of the Conversion of such Bonds to bear interest in a Daily Interest Rate Period to the Owners of such Bonds not less than 30 days prior to the proposed effective date of such Daily Interest Rate Period. Such notice shall be in the form provided to the Trustee pursuant to 2.05(b) to state: (i) that the Interest Rate Period for such Bonds will be converted to a Daily Interest Rate Period unless (A) the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Daily Interest Rate Period as provided in Section 2.10(b) or (B) Bond Counsel shall fail to deliver a Favorable Opinion of Bond Counsel as to such Conversion on the applicable Conversion Date; (ii) the proposed Conversion Date to the Daily Interest Rate Period; (iii) that the Bonds of such Series are subject to mandatory tender for purchase on the proposed Conversion Date unless the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a

Daily Interest Rate Period as provided in Section 2.10(b); and (iv) the applicable Purchase Price and the place of delivery for purchase of such Bonds.

Section 2.06. Weekly Interest Rate Period.

(a) *Determination of Weekly Interest Rates*. The Weekly Interest Rate for the initial Weekly Interest Rate Period following the issuance of a Series of Bonds bearing interest in a Weekly Interest Rate Period or Conversion of a Series of Bonds to a Weekly Interest Rate Period shall be determined on or prior to the first day of such Weekly Interest Rate Period and shall apply to the period commencing on the first day of such Weekly Interest Rate Period and ending on the succeeding Wednesday (whether or not a Business Day). Thereafter, during each Weekly Interest Rate Period for a Series of Bonds, the Bonds of such Series shall bear interest at the Weekly Interest Rate, which shall be determined by the Remarketing Agent by no later than 5:00 p.m., New York City time, on Wednesday of each week during such Weekly Interest Rate Period, or if such day shall not be a Business Day, then on the next succeeding Business Day. Each Weekly Interest Rate so determined shall apply to the period commencing on Thursday (whether or not a Business Day) and ending on the next succeeding Wednesday (whether or not a Business Day), unless such Weekly Interest Rate Period shall end on a day other than Wednesday, in which event the last Weekly Interest Rate for such Weekly Interest Rate Period shall apply to the period commencing on Thursday (whether or not a Business Day) and ending on the last day of such Weekly Interest Rate Period. The Weekly Interest Rate shall be the rate of interest per annum determined by the Remarketing Agent to be the minimum interest rate which, if borne by the Bonds of the applicable Series, would enable the Remarketing Agent to sell the Bonds of such Series on the effective date of such rate at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. In the event that the Remarketing Agent fails to establish a Weekly Interest Rate for any week, then the Weekly Interest Rate for such week shall be the same as the Weekly Interest Rate for the immediately preceding week if the Weekly Interest Rate for such preceding week was determined by the Remarketing Agent. Subject to the provisions of Section 2.10(d), in the event that the Weekly Interest Rate for the immediately preceding week was not determined by the Remarketing Agent, or in the event that the Weekly Interest Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such week shall be equal to the SIFMA Index on the day such Weekly Interest Rate would otherwise be determined as provided herein for such Weekly Interest Rate Period.

(b) *Conversion to Weekly Interest Rate Period*. Subject to Section 2.10, at any time, the Issuer, in a Written Direction of the Issuer delivered to the Trustee and the Remarketing Agent (if any), may elect that a Series of Bonds shall bear interest at a Weekly Interest Rate. Such direction of the Issuer shall specify the proposed effective date of such Conversion to a Weekly Interest Rate Period, which shall be a Business Day not earlier than the later of (a) the 30th day following the second Business Day after receipt by the Trustee of such Written Direction of the Issuer, and either (A) in the case of a Conversion from a Commercial Paper Interest Rate Period, an Index Rate Period or a Term Rate Period, the day immediately following the last day of such Interest Rate Period, or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to Section 4.03(b) or an applicable Supplemental Indenture. In addition, such direction shall be accompanied by a form of notice required by Section 2.06(c) and the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the effective date

of the Conversion to the Weekly Interest Rate Period. Upon Conversion of any Series of Bonds to the Weekly Interest Rate Period and until the day immediately preceding the effective date of the next succeeding Interest Rate Period under the terms of this Indenture, the interest rate borne by such Series of Bonds shall be a Weekly Interest Rate as provided in Section 2.06(a).

(c) *Notice of Conversion to Weekly Interest Rate*. Following timely receipt of a Written Direction of the Issuer directing the Conversion of a Series of Bonds to the Weekly Interest Rate Period as provided in Section 2.06(b), the Trustee shall give notice by first class mail of the Conversion of such Bonds to bear interest in a Weekly Interest Rate Period to the Owners of such Bonds not less than 30 days prior to the proposed effective date of such Weekly Interest Rate Period. Such notice shall be in the form provided to the Trustee pursuant to 2.06(b) to state: (i) that the Interest Rate Period on such Bonds will be converted to a Weekly Interest Rate unless (A) the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Daily Interest Rate Period as provided in Section 2.10(b) or (B) Bond Counsel shall fail to deliver a Favorable Opinion of Bond Counsel as to such Conversion on the applicable Conversion Date; (ii) the proposed Conversion Date to the Weekly Interest Rate Period; and (iii) that the Bonds of such Series are subject to mandatory tender for purchase on the proposed Conversion Date unless the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Weekly Interest Rate Period as provided in Section 2.10(b); and (iv) the applicable Purchase Price and the place of delivery for purchase of such Bonds.

Section 2.07. Term Rate Period.

(a) *Determination of Term Rates*. For each Term Rate Period for a Series of Bonds, (i) the Issuer may by Written Notice to the Trustee delivered in connection with a Term Rate Conversion Date establish one or more Maturity Dates for the Bonds of such Series and Sinking Fund Installments for any maturities of the Bonds of such Series, and (ii) each maturity of the Bonds of such Series shall bear interest at a Term Rate; provided that the Term Rate, Maturity Dates and Sinking Fund Installments for each maturity of Bonds of any Series upon initial issuance of such Bonds, if any, shall be specified in this Indenture or a Supplemental Indenture providing for the issuance of such Series of Bonds. The Term Rate for each maturity of Bonds of a Series bearing interest in the Term Rate Period shall be determined by the Underwriter or the Remarketing Agent, as applicable, on a Business Day no later than the Issue Date or the Term Rate Conversion Date for such Series of Bonds, as applicable. Subject to the provisions of Section 2.07(d), each Term Rate shall be the rate of interest per annum determined by the Underwriter or the Remarketing Agent, as applicable, to be the minimum interest rate which, if borne by the Bonds of the applicable Series and maturity, would enable the Underwriter or the Remarketing Agent, as the case may be, to sell such Bonds and maturity on such date at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. If, for any reason, with respect to any Series of Bonds being converted to a Term Rate Period, the Term Rate for such Term Rate Period is not determined by the Remarketing Agent on or prior to the first day of such Term Rate Period, then the Interest Rate Period for the Bonds of the applicable Series shall be a Weekly Interest Rate Period and such Weekly Interest Rate Period shall continue until such time as the Interest Rate Period for such Series of Bonds shall have been converted to a Daily Interest Rate Period, a Commercial Paper Interest Rate Period, a Term Rate Period or an Index Rate Period as provided herein.

(b) *Conversion to or Continuation of Term Rate Period*. Subject to Section 2.10, at any time, the Issuer, in a Written Direction of the Issuer delivered to the Trustee and the Remarketing Agent (if any), may elect that a Series of Bonds shall bear interest at Term Rates. Such direction of the Issuer shall specify (i) the proposed effective date of the Term Rate Period, which date shall be a Business Day not earlier than the 30th day following receipt by the Trustee of such Written Direction of the Issuer, and either (A) in the case of a Conversion from a Commercial Paper Interest Rate Period, an Index Rate Period or a Term Rate Period, the day immediately following the last day of such Interest Rate Period, or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to Section 4.03(b) or an applicable Supplemental Indenture; (ii) the last day of such Term Rate Period, which day shall be either the day immediately prior to the Final Maturity Date for the applicable Series of Bonds, or a day which both immediately precedes a Business Day and is at least one hundred eighty one (181) days after the effective date of the Term Rate Period; and (iii) with respect to any such Term Rate Period, may specify redemption prices and periods different than those set forth in this Indenture or the applicable Supplemental Indenture providing for the issuance of such Series of Bonds, subject to the Favorable Opinion of Bond Counsel as provided in Section 2.07(b)(iii). In addition, such direction shall be accompanied by the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Term Rate Conversion Date and by a form of the notice to be mailed by the Trustee as provided in Section 2.07(c). Upon Conversion of any Series of Bonds to the Term Rate Period and until the day immediately preceding the effective date of the next succeeding Interest Rate Period under the terms of this Indenture, the interest rate or rates borne by such Series of Bonds shall be Term Rates as provided in Section 2.07(a). The day following the last day of any Term Rate Period for a Series of Bonds shall be a Term Rate Tender Date for such Series of Bonds. After the Final Fixed Rate Conversion Date for a Series of Bonds, the Bonds of such Series shall no longer be subject to or have the benefit of the provisions of Section 4.11 through Section 4.22.

(c) *Notice of Conversion to or Continuation of Term Rate*. Following timely receipt of a Written Direction of the Issuer directing the Conversion of a Series of Bonds to the Term Rate Period as provided in Section 2.07(b), the Trustee shall give notice by first-class mail of the Conversion of such Bonds to bear interest in a (or the establishment of another) Term Rate Period for a Series of Bonds to the Owners of the Bonds of such Series not less than thirty (30) days prior to the proposed effective date of such Term Rate Period. Such notice shall be in the form provided to the Trustee pursuant to Section 2.07(b) to state: (i) that the Interest Rate Period for such Bonds shall be converted to, or continue to be, a Term Rate Period unless (A) the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Term Rate Period as provided in Section 2.10(b) or (B) Bond Counsel shall fail to deliver a Favorable Opinion of Bond Counsel as to such Conversion on the Term Rate Conversion Date; (ii) that such Bonds are subject to mandatory tender for purchase on the Term Rate Conversion Date and setting forth the applicable Purchase Price and the place of delivery for purchase of such Bonds; (iii) that the Bonds of such Series are subject to mandatory tender for purchase on the proposed Conversion Date unless the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Term Rate Period as provided in Section 2.10(b); and (iv) the applicable Purchase Price and the place of delivery for purchase of such Bonds.

(d) *Sale at Premium or Discount*. Notwithstanding the provisions of Section 2.07(a), the Term Rate for each maturity of any Series of Bonds as initially issued, or the Term Rate for each maturity of any other Series of Bonds upon Conversion to a Term Rate Period, shall be the

rate of interest per annum determined by the Underwriter or the Remarketing Agent, as applicable, to be the interest rate which, if borne by the Bonds of such Series and maturity, would enable the Underwriter or the Remarketing Agent, as applicable, to sell the Bonds of such Series and maturity at a price (without regard to accrued interest) which will result in the lowest net interest cost for the Bonds of such Series and maturity, after taking into account any premium or discount at which the Bonds of such Series and maturity are sold by the Underwriter or the Remarketing Agent, as applicable, *provided* that:

(i) The Underwriter or the Remarketing Agent, as applicable, certifies in writing to the Trustee and the Issuer that the sale of the Bonds of such Series at the interest rate and premium or discount specified by the Underwriter or the Remarketing Agent, as applicable, is expected to result in the lowest net interest cost for such Bonds;

(ii) The Issuer consents in writing to the sale of the Bonds of such Series at such premium or discount;

(iii) In the case of the Bonds of such Series to be sold at a premium, the Underwriter or the Remarketing Agent, as applicable, shall transfer the amount of such premium to the Trustee for deposit into such Funds and Accounts as shall be specified in a Written Direction of the Issuer;

(iv) On or before the date of determination of the Term Rates for the Bonds of such Series, the Issuer delivers to the Trustee and the Remarketing Agent a form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Term Rate Conversion Date; and

(v) On or before the Conversion Date, a Favorable Opinion of Bond Counsel shall have been delivered to the Trustee.

Section 2.08. Commercial Paper Interest Rate Periods.

(a) *Determination of CP Interest Terms and CP Interest Term Rates*. During each Commercial Paper Interest Rate Period for a Series of Bonds, each Bond of such Series shall bear interest during each CP Interest Term for such Bond at the CP Interest Term Rate for such Bond. The CP Interest Term and the CP Interest Term Rate for each Bond need not be the same for any two Bonds of such Series, even if determined on the same date. Each of such CP Interest Terms and CP Interest Term Rates for each Bond shall be determined by the Remarketing Agent no later than the first day of each CP Interest Term. Each CP Interest Term shall be for a period of days within the range or ranges announced as possible CP Interest Terms no later than 9:30 a.m., New York City time, on the first day of each CP Interest Term by the Remarketing Agent. Each CP Interest Term for each Bond of the applicable Series shall be a period of not more than two hundred seventy (270) days, determined by the Remarketing Agent to be the period which, together with all other CP Interest Terms for all Bonds of the applicable Series then Outstanding, will result in the lowest overall interest expense on such Bonds over the next succeeding two hundred seventy (270) days. Each CP Interest Term shall end on either a day which immediately precedes a Business Day or on the day immediately preceding the Final Maturity Date for the applicable Series of Bonds. If, for any reason, a CP Interest Term for any Bond cannot be so determined by

the Remarketing Agent, or if the determination of such CP Interest Term is held by a court of law to be invalid or unenforceable, then such CP Interest Term shall be thirty (30) days, but if the last day so determined shall not be a day immediately preceding a Business Day, such CP Interest Term shall end on the first day immediately preceding the Business Day next succeeding such last day, or if such last day would be after the day immediately preceding the Final Maturity Date for the applicable Series of Bonds, shall end on the day immediately preceding such Final Maturity Date. In determining the number of days in each CP Interest Term, the Remarketing Agent shall take into account the following factors: (i) existing short-term, tax-exempt market rates and indices of such short-term rates; (ii) the existing market supply and demand for short-term tax-exempt securities; (iii) existing yield curves for short-term and long-term tax-exempt securities for obligations of credit quality comparable to the Bonds of the applicable Series; (iv) general economic conditions; (v) industry economic and financial conditions that may affect or be relevant to the Bonds of the applicable Series; (vi) the CP Interest Terms of other Bonds of the applicable Series; and (vii) such other facts, circumstances and conditions pertaining to financial markets as the Remarketing Agent, in its sole discretion, shall determine to be relevant.

The CP Interest Term Rate for each CP Interest Term for each Bond in a Commercial Paper Interest Rate Period shall be the rate of interest per annum determined by the Remarketing Agent to be the minimum interest rate which, if borne by such Bond, would enable the Remarketing Agent to sell such Bond on the effective date of such rate at a price equal to the principal amount thereof. Subject to the provisions of Section 2.10(d), if, for any reason, a CP Interest Term Rate for any Bond in a Commercial Paper Interest Rate Period is not so established by the Remarketing Agent for any CP Interest Term, or if such CP Interest Term Rate is determined by a court of law to be invalid or unenforceable, then the CP Interest Term Rate for such CP Interest Term shall be a rate per annum equal to the SIFMA Index on the first day of such CP Interest Term.

(b) *Conversion to Commercial Paper Interest Rate Period*. Subject to Section 2.10, at any time, the Issuer, in a Written Direction of the Issuer to the Trustee and the Remarketing Agent (if any), may elect that a Series of Bonds shall bear interest at CP Interest Term Rates. Such Written Direction of the Issuer shall specify (i) the proposed effective date of the Commercial Paper Interest Rate Period, which shall be a Business Day not earlier than the thirtieth (30th) day following the second Business Day after receipt by the Trustee of such direction, and either (A) in the case of a Conversion from a Commercial Paper Interest Rate Period, an Index Rate Period or a Term Rate Period, the day immediately following the last day of such Interest Rate Period, or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to Section 4.03(b) or an applicable Supplemental Indenture. In addition, the Written Direction of the Issuer shall be accompanied by the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the effective date of the Conversion to the Commercial Paper Interest Rate Period and a form of the notice to be mailed by the Trustee pursuant to Section 2.08(c). Upon Conversion of any Series of Bonds to the Commercial Paper Interest Rate Period and until the day immediately preceding the effective date of the next succeeding Interest Rate Period under the terms of this Indenture, each Bond of such Series shall bear interest at a CP Interest Term Rate applicable to the CP Interest Term then in effect for such Bond, which may differ from the CP Interest Term Rate and CP Interest Term applicable to other Bonds of such Series.

(c) *Notice of Conversion to CP Interest Term Rates*. Following timely receipt of a Written Direction of the Issuer directing the Conversion of a Series of Bonds to the Commercial

Paper Interest Rate Period as provided in Section 2.08(b), the Trustee shall give notice by first class mail of the Conversion of such Bonds to bear interest in a Commercial Paper Interest Rate Period to the Owners of the Bonds of the applicable Series not less than thirty (30) days prior to the proposed effective date of such Commercial Paper Interest Rate Period. Such notice shall be in the form provided to the Trustee pursuant to Section 2.08(b) to state: (i) that such Bonds shall bear interest at CP Interest Term Rates unless (A) the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Commercial Paper Interest Rate Period as provided in Section 2.10(b) or (B) Bond Counsel shall fail to deliver a Favorable Opinion of Bond Counsel as to such Conversion on the applicable Conversion Date; (ii) the proposed Conversion Date to the Commercial Paper Interest Rate Period; and (iii) that Bonds of such Bonds are subject to mandatory tender for purchase on such proposed Conversion Date unless the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Commercial Paper Interest Rate Period as provided in Section 2.10(b); and (iv) the applicable Purchase Price and the place of delivery for purchase of such Bonds.

(d) *Conversion From Commercial Paper Interest Rate Period*. Subject to Section 2.10(b), at any time during a Commercial Paper Interest Rate Period for a Series of Bonds, the Issuer may elect, pursuant to Section 2.05(b), Section 2.06(b), Section 2.07(b) or Section 2.09(c), that such Bonds no longer shall bear interest at CP Interest Term Rates and shall instead bear interest at a Daily Interest Rate, a Weekly Interest Rate, a Term Rate or an Index Rate, as specified in such election. In connection with any such election, and notwithstanding any provision contained in this Section 2.08 to the contrary, each CP Interest Term established by the Remarketing Agent for the Bonds shall end on the same date in order to facilitate the Conversion of such Bonds. The date on which all CP Interest Terms determined for the Bonds end shall be the last day of the then current Commercial Paper Interest Rate Period and the day next succeeding such date shall be the effective date of the Daily Interest Rate Period, Weekly Interest Rate Period, Term Rate Period or Index Rate Period elected by the Issuer for such Bonds.

Section 2.09. Index Rate Periods.

(a) *Determination of Applicable Spread and Applicable Factor*. In connection with the issuance of a Series of Bonds bearing interest in an Index Rate Period, the Applicable Spread and any Applicable Factor applicable to such Series of Bonds for the duration of the initial Index Rate Period for such Series of Bonds shall be specified in this Indenture or in the Supplemental Indenture providing for the issuance of such Series of Bonds. In connection with the Conversion of the Interest Rate Period for a Series of Bonds to an Index Rate Period, the Remarketing Agent shall determine the Applicable Spread and any Applicable Factor applicable to such Bonds for the duration of the applicable Index Rate Period, and shall specify such Applicable Spread and any Applicable Factor selected by the Issuer in the Index Rate Determination Certificate for the applicable Index Rate Period. The Applicable Spread and any Applicable Factor shall be such amount as shall result in the minimum Index Rate (as a rate of interest per annum) which, if borne by the Bonds of the applicable Series as of the first day of the applicable Index Rate Period, under Prevailing Market Conditions, would enable the Underwriter or the Remarketing Agent, as applicable, to sell the Bonds on the first day of the applicable Index Rate Period at a price (without regard to accrued interest) equal to 100% of the principal amount thereof.

(b) *Determination of Index Rate*.

(i) During each Index Rate Period for a Series of Bonds, such Bonds shall bear interest at an Index Rate, as specified in the applicable Index Rate Determination Certificate delivered to the Trustee on the first day of such Interest Rate Period. One Business Day prior to the Conversion Date of a Series of Bonds to a SOFR Index Rate, the SOFR Index Rate shall be calculated by the Calculation Agent and shall be in effect from and including the Conversion Date to (but not including) the first Index Rate Reset Date.

(ii) With respect to each SIFMA Index Rate Period, (A) the Calculation Agent shall determine the SIFMA Index by 4:00 p.m., New York City time, on each Wednesday or, if such Wednesday is not a Business Day, the Business Day immediately succeeding such Wednesday, and (B) the SIFMA Index Rate shall be determined by the Calculation Agent at or before 12:00 noon, New York City time, on each Index Rate Reset Date.

(iii) With respect to each SOFR Index Rate Period, the Calculation Agent shall (A) determine and provide to the Trustee by Electronic Means the SOFR Index by 4:00 p.m., New York City time, on each SOFR Publish Date, and (B) determine and provide to the Trustee by Electronic Means the SOFR Index Rate by 12:00 noon, New York City time, on each SOFR Effective Date.

(iv) During any Index Rate Period, interest shall be computed on the basis of a 365 or 366-day year and actual days elapsed. The Calculation Agent shall calculate and provide by Electronic Means to the Issuer and the Trustee the amount of interest due and payable on each Series of Bonds bearing interest at an Index (A) with respect to a Series of Bonds bearing interest at the SIFMA Index Rate, on or prior to each Interest Payment Date, and (B) with respect to a Series of Bonds bearing interest at the SOFR Index Rate, on each Interest Payment Date, which in case of a Series of Bonds bearing interest at the SOFR Index Rate shall be the SOFR Interest Calculation Date. The amount of interest due on a Series of Bonds bearing interest at the SIFMA Index Rate on any Interest Payment Date shall be calculated on the basis of the actual number of days in the calendar month immediately preceding such Interest Payment Date. The amount of interest due on a Series of Bonds bearing interest at the SOFR Index Rate on any Interest Payment Date shall be calculated on the basis of the actual number of days in the SOFR Accrual Period immediately preceding such Interest Payment Date. All percentages resulting from any step in the calculation of interest on a Series of Bonds while in an Index Rate Period will be rounded, if necessary, to the nearest one millionth of a percentage point (*i.e.*, to six decimal places, with 0.0000005 rounded upward to 0.000001), and all dollar amounts used in or resulting from such calculation of interest on such Bonds while in an Index Rate Period will be rounded to the nearest cent (with one-half cent being rounded upward).

(v) In determining the interest rate that any Bond shall bear as provided in this Section 2.09, neither the Underwriter nor the Remarketing Agent, as applicable, the Calculation Agent, nor the Trustee shall have any liability to the Issuer or the Holder of such Bond, except for its own negligence or willful misconduct.

(vi) If, during any Index Rate Period, the Index or rate used to determine an Index Rate is not reported by the relevant source at the time necessary for determination of such Index Rate or otherwise ceases to be available, the Issuer or its independent financial advisor (as applicable) shall determine a replacement or substitute Index Rate (as applicable), including any alternative rate and any adjustments, and promptly provide the same via Electronic Means to the Calculation Agent and the Trustee, together with the effective date of the substitute or replacement Index Rate, which substitute or replacement must be consistent with any corresponding substitute or replacement index designated pursuant to the relevant Interest Rate Swap.

(c) *Conversion to or Continuation of Index Rate Period*. Subject to Section 2.10, at any time, the Issuer, in a Written Direction of the Issuer delivered to the Trustee and the Remarketing Agent (if any), may elect that a Series of Bonds shall bear interest at an Index Rate. Such direction of the Issuer shall specify the proposed effective date of the Index Rate Period, which date shall be a Business Day not earlier than the 30th day following the second Business Day after receipt by the Trustee of the Written Direction of the Issuer, and either (A) in the case of a Conversion from a Commercial Paper Interest Rate Period, an Index Rate Period or a Term Rate Period, the day immediately following the last day of such Interest Rate Period, or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to Section 4.03(b) or an applicable Supplemental Indenture, with such right to be exercised by delivery of an Index Rate Continuation Notice; (ii) the last day of such Index Rate Period, which day shall be either the day immediately prior to the Final Maturity Date for the applicable Series of Bonds, or a day which immediately precedes a Business Day. In addition, such direction of the Issuer shall be accompanied by the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Conversion Date and a form of the notice to be mailed by the Trustee pursuant to Section 2.09(d).

(d) *Notice of Conversion to or Continuation of Index Rate*. Following timely receipt of a Written Direction of the Issuer directing the Conversion of a Series of Bonds to the Index Rate Period as provided in Section 2.09(b), the Trustee shall give notice by first-class mail of the Conversion of such Bonds to bear interest in a (or the establishment of another) Index Rate Period for a Series of Bonds to the Owners of the Bonds of such Series not less than thirty (30) days prior to the proposed effective date of such Index Rate Period. Such notice shall be in the form provided to the Trustee pursuant to Section 2.09(c) to state: (i) that the Interest Rate Period for such Bonds shall be converted to, or continue to be, an Index Rate Period unless (A) the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to an Index Rate Period as provided in Section 2.10(b) or (B) Bond Counsel shall fail to deliver a Favorable Opinion of Bond Counsel as to such Conversion on the Index Rate Conversion Date; (ii) that such Bonds are subject to mandatory tender for purchase on the Index Rate Conversion Date and setting forth the applicable Purchase Price and the place of delivery for purchase of such Bonds; and (iii) that the Bonds of such Series are subject to mandatory tender for purchase on the proposed Conversion Date unless the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to an Index Rate Period as provided in Section 2.10(b); and (iv) the applicable Purchase Price and the place of delivery for purchase of such Bonds.

Section 2.10. Notice of Conversion. (a) In the event that the Issuer shall elect to convert the Interest Rate Period for a Series of Bonds to a Daily Interest Rate Period, a Weekly Interest

Rate Period, a Term Rate Period, an Index Rate Period or a Commercial Paper Interest Rate Period as provided in this Article II, then the Written Direction of the Issuer required to be delivered to the Trustee by the applicable provision of this Article II shall be given by registered or certified mail, or by Electronic Means.

(b) Notwithstanding anything in this Article II, in connection with any Conversion of the Interest Rate Period for a Series of Bonds, the Issuer shall have the right to deliver to the Trustee and the Remarketing Agent (if any), on or prior to 10:00 a.m., New York City time, on the third Business Day preceding the effective date of any such Conversion a Written Direction of the Issuer to the effect that the Issuer elects to rescind its election to make such Conversion. If the Issuer rescinds its election to make such Conversion, then the Interest Rate Period shall not be converted and the Bonds of the applicable Series shall continue to bear interest in the Daily Interest Rate Period, Weekly Interest Rate Period, Term Rate Period, Commercial Paper Interest Rate Period or Index Rate Period, as the case may be, as in effect immediately prior to such proposed Conversion, and the Term Rate Tender Date or Index Rate Tender Date, if applicable, for any such Series of Bonds shall also remain unchanged from that in effect immediately prior to such proposed Conversion.

(c) No Conversion of a Series of Bonds from one Interest Rate Period to another, and no continuation or establishment of a new Term Rate Period or Index Rate Period, shall take effect under this Indenture unless each of the following conditions, to the extent applicable, shall have been satisfied:

(i) the Trustee shall have received a Favorable Opinion of Bond Counsel with respect to such Conversion;

(ii) with respect to any Series of Bonds bearing interest at an Index Rate or a Term Rate, no Conversion may occur with respect to such Bonds earlier than (A) the Business Day following the last day of the applicable Interest Rate Period or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to Section 4.03(b) or an applicable Supplemental Indenture;

(iii) in the case of any Conversion of the Interest Rate Period for a Series of Bonds to a Daily Interest Rate Period, a Weekly Interest Rate Period or a Commercial Paper Interest Rate Period, prior to the Conversion Date the Issuer shall have appointed a Remarketing Agent and shall have executed and delivered a Remarketing Agreement with respect to such Series of Bonds, and shall have obtained a Liquidity Facility with respect to such Series of Bonds as required by Section 2.11;

(iv) in the case of a Conversion of the Interest Rate Period for a Series of Bonds to an Index Rate Period, prior to the Conversion Date the Issuer shall have appointed a Calculation Agent and executed and delivered a Calculation Agent Agreement with respect to such Series of Bonds; and

(v) the remarketing proceeds available on the Conversion Date shall not be less than the amount required to purchase all of the Bonds of such Series at the applicable

Purchase Price (unless the Issuer in its sole discretion elects to transfer to the Trustee the amount of such deficiency on or before the Conversion Date).

(d) If any condition to the Conversion of the Interest Rate Period for a Series of Bonds shall not have been satisfied, then the Interest Rate Period shall not be converted and the Bonds of the applicable Series shall continue in the Daily Interest Rate Period, Weekly Interest Rate Period, Index Rate Period, Term Rate Period, or Commercial Paper Interest Rate Period, as the case may be, as in effect immediately prior to such proposed Conversion (provided, that the period of any such continuing Term Rate Period shall be one year), and the Bonds of such Series shall continue to be subject to mandatory tender for purchase on the date which would have been the effective date of the Conversion as provided in Section 4.14.

Section 2.11. Liquidity Facility. In connection with the issuance of any Series of Bonds, or the Conversion of any Series of Bonds, to bear interest in a Daily Interest Rate Period, a Weekly Interest Rate Period, an Index Rate Period or a Commercial Paper Interest Rate Period, the Issuer shall obtain a Liquidity Facility for such Series of Bonds, and the Issuer may elect to obtain a Liquidity Facility for any Series of Bonds bearing interest in a Term Rate Period or an Index Rate Period. Provisions concerning any Liquidity Facility so obtained with respect to such Series of Bonds shall be set forth in a Supplemental Indenture.

Section 2.12. Provisions Regarding Commodity Swap. (a) In connection with the Clean Energy Project, the Issuer shall enter into the initial Commodity Swap with the Commodity Swap Counterparty. The following shall apply to each such Commodity Swap:

(i) The method for the calculation of the Commodity Swap Payments and Commodity Swap Receipts, as applicable, and the scheduled payment dates therefor, are set forth in Schedule III hereto.

(ii) Commodity Swap Payments shall be made by the Trustee (for the account of the Issuer) from the Commodity Swap Payment Fund.

(iii) Commodity Swap Receipts shall be payable directly to the Trustee (for the account of the Issuer) and shall be deposited directly into the Revenue Fund.

(b) The following shall apply with respect to restrictions on replacement and termination of each Commodity Swap:

(i) Except as provided in clause (iii) below, the Issuer agrees that it will not exercise any right to declare an early termination date under the Commodity Swap unless either (A) the Issuer has entered into a replacement Commodity Swap in accordance with clause (ii) or (iii) below, and such replacement Commodity Swap will be effective as of such early termination date and cover price exposure from and after such early termination date, or (B) the Issuer causes or permits the termination of the Energy Purchase Agreement, including by designating an Energy Delivery Termination Date in accordance with Section 17.2 of the Energy Purchase Agreement, prior to or as of such early termination date.

(ii) The Issuer may replace the Commodity Swap (and any related guaranty of the Commodity Swap Counterparty's obligations thereunder) with a similar agreement for

the same hedging purposes with an alternate Commodity Swap Counterparty at any time upon delivery to the Trustee of a Rating Confirmation.

(iii) If the Commodity Swap is subject to termination (or, in the case of clause (B) below, is terminated) by either party in accordance with its terms, then (A) the Issuer may, subject to clause (i) above, terminate the Commodity Swap if the Issuer has the right to do so, and (B) the Issuer may enter into a replacement Commodity Swap with an alternate Commodity Swap Counterparty without Rating Confirmation, but only if the replacement Commodity Swap is identical in all material respects to the existing Commodity Swap, except for the identity of the Commodity Swap Counterparty, and (1) the replacement Commodity Swap Counterparty (or its credit support provider under the Commodity Swap) is then rated at least the lower of (a) the credit rating of the Funding Recipient (or its guarantor) or (b) the rating then assigned by each Rating Agency to the Bonds, or (2) the Commodity Swap Counterparty provides such collateral and security arrangements as the Issuer shall determine to be necessary, and (3) in either case, the replacement Commodity Swap Counterparty enters into a replacement Energy Supplier Custodial Agreement with the Energy Supplier and the Custodian that is identical in all material respects to the existing Energy Supplier Custodial Agreements.

(c) The following shall apply with respect to the mandatory termination of each Commodity Swap and the Energy Purchase Agreement:

(i) Upon the occurrence of a Commodity Swap Mandatory Termination Event, the Issuer shall (A) notify the Energy Supplier of such event pursuant to Section 17.5(a) of the Energy Purchase Agreement, and (B) in accordance with Section 17.5(a) of the Energy Purchase Agreement, use its good faith efforts to replace the affected Commodity Swap with an alternate Commodity Swap, subject to the conditions of subsection (b)(ii) above, during the 120-day replacement period contemplated by Section 17.5(a) of the Energy Purchase Agreement or any period that the Custodian, under the terms of the Custodial Agreements, is making payments (an *"Alternate Replacement Period"*), *provided* that any such Alternate Replacement Period shall end on the earlier of the date on which the Custodian ceases making payments under the Custodial Agreements and the date of the sixth consecutive monthly payment by the Custodian.

(ii) If the Issuer is unable to enter into an alternate Commodity Swap pursuant to clause (i)(B) above during such 120-day replacement period or Alternate Replacement Period, as applicable, the Issuer shall (A) designate an Energy Delivery Termination Date in accordance with Section 17.2 of the Energy Purchase Agreement, with such Energy Delivery Termination Date occurring immediately at the end of such replacement period, and (B) unless the Commodity Swap has been terminated automatically pursuant to Section 6(a) thereof, designate an early termination date for the Commodity Swap pursuant to Section 6(a) thereof with such early termination date occurring concurrently with the Energy Delivery Termination Date described in clause (A) above.

(iii) A "*Commodity Swap Mandatory Termination Event*" occurs if the Commodity Swap becomes terminable by the Issuer pursuant to Part 1(h)(ii) (failure to pay after cure period) of the Schedule to the Commodity Swap.

Section 2.13. Provisions Regarding Interest Rate Swap. (a) In connection with the issuance of any Variable Rate Series of Bonds, or the Conversion of any Series of Bonds, to bear interest in a Daily Interest Rate Period, a Weekly Interest Rate Period, an Index Rate Period or a Commercial Paper Interest Rate Period, the Issuer shall enter into an Interest Rate Swap with an Interest Rate Swap Counterparty. The following shall apply to the Interest Rate Swap:

(i) The method for the calculation of the Interest Rate Swap Payments and Interest Rate Swap Receipts, as applicable, and the scheduled payment dates therefor are set forth in the Interest Rate Swap;

(ii) Interest Rate Swap Payments shall be made by the Trustee (for the account of the Issuer) from the Debt Service Account on parity with principal and interest payments on Bonds; and

(iii) Interest Rate Swap Receipts shall be payable directly to the Trustee (for the account of the Issuer) and shall be deposited directly into the Debt Service Account.

(b) The following shall apply with respect to restrictions on replacement and termination of the Interest Rate Swap:

(i) The Issuer agrees that it will not exercise any right to declare an early termination date under the Interest Rate Swap unless either (A) the Issuer has entered into a replacement Interest Rate Swap in accordance with clause (ii) and (iii) below, and such replacement Interest Rate Swap will be effective as of such early termination date and cover interest rate exposure from and after such early termination date, or (B) in all other cases, the Energy Purchase Agreement will terminate prior to or as of such early termination date.

(ii) The Issuer may replace the Interest Rate Swap (and any related guaranty of the Interest Rate Swap Counterparty's obligations thereunder) with a similar agreement for the same hedging purposes with an alternate Interest Rate Swap Counterparty at any time upon delivery to the Trustee of a Rating Confirmation.

(iii) If the Interest Rate Swap is subject to termination (or, in the case of clause (B) below, is terminated) by either party in accordance with its terms, then (A) the Issuer may, subject to clause (i) above, terminate the Interest Rate Swap if the Issuer has the right to do so, and (B) the Issuer may enter into a replacement Interest Rate Swap with an alternate Interest Rate Swap Counterparty without Rating Confirmation, but only if the replacement Interest Rate Swap is identical in all material respects to the existing Interest Rate Swap, except for the identity of the Interest Rate Swap Counterparty, and (1) the alternate Interest Rate Swap Counterparty (or its credit support provider under the Interest Rate Swap) is then rated at least the lower of (a) the credit rating of the Funding Recipient or (b) at least as highly as the rating then assigned by each Rating Agency to the Bonds, or (2) the Interest Rate Swap Counterparty provides such collateral and security arrangements as the Issuer shall determine to be necessary.

Section 2.14. CPI Index Rate Periods. The provisions of this Section 2.14 shall apply to Index Rate Bonds bearing interest in a CPI Index Rate Period.

(a) *Determination of Applicable Spread*. In connection with the issuance of a Series of Bonds bearing interest at a CPI Index Rate, or the Conversion of the Interest Rate Period for a Series of Bonds to a CPI Index Rate Period, the Underwriter or Remarketing Agent, as applicable, shall determine the Applicable Spread for such Bonds for the duration of the applicable CPI Index Rate Period, and such Applicable Spread shall be specified in the Supplemental Indenture or Index Rate Determination Certificate for the applicable CPI Index Rate Period. The Applicable Spread for a CPI Index Rate Period shall be such amount as shall result in the minimum interest rate(s) which, if borne by the Bonds of the applicable Series as of the first day of the applicable CPI Index Rate Period, under Prevailing Market Conditions, would enable the Underwriter or the Remarketing Agent, as applicable, to sell the Bonds at a price equal to 100% of the aggregate principal amount of such Bonds on the first day of the applicable CPI Index Rate Period.

(b) *Determination of CPI Index Rate*.

(i) During any CPI Index Rate Period for a Series of Bonds, such Bonds shall bear interest at the CPI Index Rate, determined using the CPI Index Rate Formula and the Applicable Spread, as specified in the applicable Index Rate Determination Certificate delivered to the Trustee on the first day of such CPI Index Rate Period.

(ii) The Calculation Agent shall by noon, New York time, on each CPI Index Rate Reset Date (or, if such CPI Index Rate Reset Date is not a Business Day, on the next succeeding Business Day) determine the CPI Index Rate for the CPI Interest Rate Period that begins on such CPI Index Rate Reset Date. The Calculation Agent shall also calculate and provide to the Issuer and the Trustee the amount of interest due and payable on each Interest Payment Date for the applicable Series of Bonds at least two Business Days prior to such Interest Payment Date. The Calculation Agent shall furnish each CPI Index Rate so determined to the Issuer and the Trustee by Electronic Means not later than each CPI Index Rate Reset Date. Upon the written request of any Holder, the Trustee shall confirm the CPI Index Rate then in effect. All percentages resulting from any step in the calculation of interest on a Series of Bonds while in a CPI Index Rate Period will be rounded, if necessary, to the nearest hundred thousandth of a percentage point (*i.e.*, to five decimal places) with five millionths of a percentage point rounded upward, and all dollar amounts used in or resulting from such calculation of interest on such Bonds while in an Index Rate Period will be rounded to the nearest cent (with one-half cent being rounded upward).

(iii) During any CPI Index Rate Period, interest shall be computed on the basis of a 360-day year of twelve 30 day calendar months.

(iv) In determining the interest rate that any Bond shall bear as provided in this Section 2.14, neither the Underwriter nor the Remarketing Agent, as applicable, the Calculation Agent, nor the Trustee shall have any liability to the Issuer or the Holder of such Bond, except for its negligence or willful misconduct.

(v) If the CPI is not reported on Bloomberg CPURNSA for a particular month by 11:00 a.m. on a CPI Index Rate Reset Date, but the CPI has otherwise been published by the BLS, the Calculation Agent will determine the CPI as published by the BLS for such month using a source it deems to be accurate and appropriate. If the CPI is not published by the BLS for a particular month by 11:00 a.m. on a CPI Index Rate Reset Date, the Calculation Agent will determine the CPI with reference to an index number based on the last twelve-month change in the CPI available and announced by the Department of the Treasury for its Inflation-Indexed Securities as described at 62 Federal Register 846-874 (January 6, 1997) (the "*Treasury Inflation-Indexed Securities Regulation*") or, if no such index number is announced, in accordance with general market practice at the time.

(vi) In calculating CPIt and CPIt-12, the Calculation Agent will use the most recently available value of the CPI determined as described above on the applicable Interest Reset Date, even if such value has been adjusted from a prior reported value for the relevant month. However, if a value of CPIt and CPIt-12 used by the Calculation Agent on any Interest Reset Date to determine the interest rate on the CPI Bonds (an "*Initial CPI Value*") is subsequently revised by the BLS, the Calculation Agent will continue to use the Initial CPI Value for all purposes hereunder, and the interest rate on the related CPI Index Rate Reset Date, as determined based upon the Initial CPI Value, will not be revised.

(c) *CPI Index Rate Continuation*.

(i) On any Mandatory Purchase Date pursuant to Section 4.13 and unless the Issuer has given notice with respect to the Conversion of the Bonds to an Interest Rate Period other than the CPI Index Rate Period, the Issuer may establish a new CPI Index Rate Period and a new CPI Index Rate for the Bonds with such right to be exercised by delivery of an Index Rate Continuation Notice to the Trustee no less than 30 days prior to the effective date of the new CPI Index Rate Period. The CPI Index Rate Continuation Notice shall be accompanied by a letter of Bond Counsel to the effect that Bond Counsel expects to be able to deliver a Favorable Opinion of Bond Counsel on the effective date of the new CPI Index Rate Period.

(ii) Any establishment of a new CPI Index Rate and CPI Index Rate Period for a Series of Bonds pursuant to paragraph (i) above must comply with the following conditions:

(A) the first day of such new CPI Index Rate Period must be a Mandatory Purchase Date for such Bonds pursuant to the provisions of Section 4.13, and such Bonds shall be required to be tendered for purchase on such date;

(B) the first day of such new CPI Index Rate Period must be a Business Day; and

(C) no new CPI Index Rate shall become effective unless (x) the Favorable Opinion of Bond Counsel referred to in paragraph (i) above is delivered on the first day of the new CPI Index Rate Period and (y) there is no Failed

Remarketing on the Mandatory Purchase Date on which such new CPI Index Rate Period is to become effective.

(iii) Upon receipt by the Trustee of a CPI Index Rate Continuation Notice from an Authorized Officer, as soon as practicable, but in any event not less than 10 Business Days prior to the first day of the proposed CPI Index Rate Period, the Issuer (or any dissemination agent appointed by the Issuer) shall give notice by first class mail or by Electronic Means via EMMA to the Holders of the Bonds of the applicable Series, which notice shall state in substance:

(A) that a new CPI Index Rate Period and CPI Index Rate is to be established for such Bonds and the proposed effective date of such new CPI Index Rate Period (which date shall be the Mandatory Purchase Date for such Bonds pursuant to Section 4.13), and that such new CPI Index Rate Period and CPI Index Rate will become effective on such date if the conditions specified in this Section 2.14 are satisfied on or before such date;

(B) that all Bonds of the applicable Series are subject to mandatory tender for purchase on the applicable Mandatory Purchase Date pursuant to Section 4.13 (whether or not the proposed new CPI Index Rate Period becomes effective on such date) at the Purchase Price, which shall be specified therein;

(C) the first day of the new CPI Index Rate Period;

(D) that the new CPI Index Rate Period and CPI Index Rate for the Bonds shall not be established unless a Favorable Opinion of Bond Counsel is delivered to the Trustee on the first day of the new CPI Index Rate Period and no Failed Remarketing occurs on such date;

(E) the CUSIP numbers or other identification information of the Bonds of the applicable Series; and

(F) that, to the extent that there shall be on deposit with the Trustee on the first day of the new CPI Index Rate Period an amount of money sufficient to pay the Purchase Price thereof, all the Bonds not delivered to the Trustee on or prior to such date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the Holder thereof to the payment of principal thereof or interest thereon and shall represent and constitute only the right to payment of the Purchase Price on deposit with the Trustee, without interest accruing thereon after such date.

(d) *End of CPI Index Rate Period*. In the event the Issuer has not given a CPI Index Rate Continuation Notice or other Written Notice reasonably acceptable to the Trustee with respect to the Conversion of Bonds to an Interest Rate Period other than a CPI Index Rate Period, in either case at the time required by this Indenture, or if the conditions to the effectiveness of a new CPI Index Rate Period and new CPI Index Rate set forth above are not satisfied, including as a result of the Remarketing Agent's failure to establish a CPI Index Rate as herein provided, then the Bonds of the applicable Series shall be purchased on the applicable Mandatory Purchase Date

pursuant to Section 4.13 and a Failed Remarketing shall be deemed to have occurred and the Bonds shall not be remarketed.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 3.01. Medium of Payment; Form and Date; Letters and Numbers. (a) The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds may be issued only in the form of fully registered Bonds without coupons, in Authorized Denominations. The Bonds shall be in substantially the form set forth in *Exhibit A* hereto, and may be printed, engraved, typewritten or otherwise produced.

(c) Unless the Issuer shall otherwise direct, the Bonds shall be numbered from one upward, with a separate designation for each Series.

Section 3.02. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Issuer prior to the authentication and delivery thereof.

Section 3.03. Execution and Authentication. (a) The parties agree that the Electronic Signature of a party to this Indenture, including all acknowledgements, authorizations, directions, waivers and consents thereto (or any amendment or supplement thereto) shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. The parties agree that any Electronically Signed document (including this Indenture) shall be deemed (i) to be "written" or "be in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "Electronic Signature" or "Electronically Signed" means a manually signed original signature that is then transmitted by Electronic Means and containing, or to which there is affixed, an Electronic Signature.

(b) The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chair or any other Authorized Officer of the Issuer, and attested by the manual or facsimile signature of the Secretary of the Issuer or any other Authorized Officer. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the Persons who signed such Bonds had not ceased to hold such offices. Any Bond may be signed on behalf of the Issuer by such Persons as at the time of the execution of such Bonds shall be duly authorized or hold the proper office in the Issuer, although at the date borne by the Bonds such Persons may not have been so authorized or have held such office.

(c) The Bonds shall bear thereon a certificate of authentication, in the form set forth in *Exhibit A* hereto, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Indenture and that the Holder thereof is entitled to the benefits of this Indenture.

(d) The parties agree that the Electronic Signature of a party to this Indenture, including all acknowledgements, authorizations, directions, waivers and consents thereto (or any amendment or supplement thereto) shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. The parties agree that any Electronically Signed Document (including this Indenture) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "Electronic Signature" means a manually signed original signature that is then transmitted by Electronic Means; "transmitted by Electronic Means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "Electronically Signed Document" means a document transmitted by Electronic Means and containing, or to which there is affixed, an Electronic Signature. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of Electronically Signed Documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Section 3.04. Exchange, *Transfer and Registry*. (a) The Bonds shall be registered and transferred only upon the books of the Issuer, which shall be held and controlled by the Bond Registrar and kept for such purposes at the designated corporate trust office of the Bond Registrar, and may be transferred by the registered owner thereof in person or by its attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Bond Registrar duly executed by the registered owner or its duly authorized attorney and in compliance with the applicable terms of this Indenture. The transferor shall also provide, or cause to be provided, to the Trustee all information reasonably required by the Trustee to allow it to comply with any applicable federal, state or local tax reporting obligations, including, without limitation, any cost-basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on such information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. Upon the registration of transfer of any Bond, the Issuer shall issue in the name of the transferee a new Bond or Bonds of the same Series, aggregate principal amount and maturity as the surrendered Bond.

(b) The registered owner of any Bond or Bonds of one or more denominations shall have the right to exchange such Bond or Bonds for a new Bond or Bonds of any denomination then authorized for such Bond or Bonds of the same Series, aggregate principal amount and maturity of the surrendered Bond or Bonds. Such Bond or Bonds shall be exchanged by the Issuer

for a new Bond or Bonds upon the request of the registered owner thereof in person or by its attorney duly authorized in writing, upon surrender of such Bond or Bonds together with a written instrument requesting such exchange, in form satisfactory to the Bond Registrar duly executed by the registered owner or its duly authorized attorney.

(c) The Issuer and each Fiduciary may deem and treat the Person in whose name any Bond shall be registered upon the Bond registration books maintained by the Bond Registrar as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor any Fiduciary shall be affected by any notice to the contrary.

Section 3.05. Regulations With Respect to Exchanges and Registration of Transfers. In all cases in which the privilege of exchanging or registering the transfer of Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges or registration of transfer shall forthwith be delivered to the Trustee and cancelled or retained by the Trustee. Prior to every such exchange or registration of transfer of Bonds, whether temporary or definitive, the Trustee or the Bond Registrar may require the Holder to pay an amount sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Every applicable person that transfers Bonds in any such exchange or transfer shall also timely provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligation, including without limitation any cost-basis reporting obligations under Section 6045 of the Internal Revenue Code and the applicable Treasury Regulations promulgated thereunder. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. Unless otherwise provided in a Supplemental Indenture, neither the Trustee nor the Bond Registrar shall be required (a) to register the transfer or exchange of Bonds for the period next preceding any Interest Payment Date for the Bonds, beginning with the Regular Record Date for such Interest Payment Date and ending on such Interest Payment Date, or for the period next preceding any date for the proposed payment of Defaulted Interest with respect to such Bonds beginning with the Special Record Date for the date of such proposed payment and ending on the date of such proposed payment, (b) to register the transfer or exchange of Bonds for a period beginning 15 days before the mailing of any notice of redemption of such Bonds and ending on the day of such mailing, or (c) to register the transfer or exchange of any Bonds called for redemption. Every Person that transfers Bonds shall timely provide or cause to be timely provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost-basis reporting obligations under Section 6045 of the Internal Revenue Code and regulations promulgated thereunder. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.06. Bonds Mutilated, *Destroyed*, *Stolen or Lost*. If any Bond becomes mutilated or is lost, stolen or destroyed, the Issuer may execute and the Trustee shall authenticate and deliver a new Bond of like Series, date of issue, maturity date, principal amount and interest rate per annum as the Bond so mutilated, lost, stolen or destroyed, *provided* that (a) in the case of such

mutilated Bond, such Bond is first surrendered to the Trustee, (b) in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction in form satisfactory to the Trustee together with indemnity satisfactory to the Issuer and the Trustee, (c) all other reasonable requirements of the Issuer and the Trustee are complied with, and (d) expenses in connection with such transaction are paid by the Holder. Any Bond surrendered for registration or transfer shall be cancelled. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Issuer, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Indenture, in any moneys or securities held by the Issuer or any Fiduciary for the benefit of the Bondholders.

Section 3.07. Temporary Bonds. (a) Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 3.03, and upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without service charge to the Holder thereof (except a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto), deliver in exchange therefor, definitive Bonds of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Indenture.

(b) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 3.08. Payment of Interest on Bonds; Interest Rights Preserved. Interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Bond is registered at the close of business on the Regular Record Date.

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (hereinafter, "*Defaulted Interest*") shall forthwith cease to be payable to the Person who was the registered owner on the relevant Regular Record Date; and such Defaulted Interest shall be paid by the Issuer to the Persons in whose names the Bonds are registered at the close of business on a date (hereinafter, the "*Special Record Date*") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Bond Registrar in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Issuer shall deposit with the Paying Agents an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to and approved in writing by the Paying Agents for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted

Interest as in this Section provided. Thereupon the Bond Registrar shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days or less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Bond Registrar of the written notice of the proposed payment. The Bond Registrar shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder at its address as it appears upon the registry books, not less than 10 days prior to such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon registration or transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 3.09. Book Entry System; Appointment of Securities Depository. All Bonds shall be registered in the name of Cede & Co., as nominee for DTC, as Securities Depository, and held in the custody or for the account of the Securities Depository. A single certificate will be issued and delivered to the Securities Depository for each maturity of Bonds, and the Beneficial Owners will not receive physical delivery of Bond certificates except as provided in this Indenture. For so long as the Securities Depository shall continue to serve as securities depository for the Bonds as provided herein, all transfers of Beneficial Ownership interests will be made by book entry only, and no investor or other party purchasing, selling or otherwise transferring Beneficial Ownership of Bonds is to receive, hold or deliver any Bond certificate. In connection with any proposed transfer outside the Book Entry System, the Issuer or the Securities Depository shall provide, or cause to be provided, to the Trustee all information reasonably required by the Trustee to allow it to comply with any applicable federal, state or local tax reporting obligations, including, without limitation, any cost-basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on such information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The Issuer may, with Written Notice to the Trustee but without the consent of any Bondholders, appoint a successor Securities Depository and enter into an agreement with the successor Securities Depository, to establish procedures with respect to a Book Entry System for the Bonds not inconsistent with the provisions of this Indenture. Any successor Securities Depository shall be a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended.

The Issuer and the Trustee may rely conclusively upon (i) a certificate of the Securities Depository as to the identity of the Participants in the Book Entry System with respect to the Bonds, and (ii) a certificate of any such Participant as to the identity of, and the respective principal amount of the Bonds beneficially owned by the Beneficial Owners.

Whenever, during the term of the Bonds, the Beneficial Ownership of any Series thereof is determined by a book entry at the Securities Depository, the requirements in this Indenture of holding, delivering or transferring such Bonds shall be deemed modified to require the appropriate Person to meet the requirements of the Securities Depository as to registering or transferring the book entry to produce the same effect. Any provision hereof permitting or requiring delivery of the Bonds shall, while such Bonds are in such Book Entry System, be satisfied by the notation on

the books of the Securities Depository in accordance with applicable state law. Notwithstanding the foregoing, the Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any security (including any transfers between or among Securities Depository Participants or Beneficial Owners) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Except as otherwise specifically provided herein with respect to the rights of Participants and Beneficial Owners, when a Book Entry System is in effect, the Issuer and the Trustee may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal, Redemption Price or Purchase Price of and interest on such Bonds or portion thereof to be redeemed or purchased, of giving any notice permitted or required to be given to the Bondholders under this Indenture and of voting, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. Neither the Issuer nor the Trustee will have any responsibility or obligations to the Securities Depository, any Participant, any Beneficial Owner or any other Person which is not shown on the bond register, with respect to (a) the accuracy of any records maintained by the Securities Depository or any Participant; (b) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount, Redemption Price or Purchase Price of, or interest on, any Bonds; (c) the delivery of any notice by the Securities Depository or any Participant; (d) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of any of the Bonds; or (e) any other action taken by the Securities Depository or any Participant. The Trustee shall pay all principal or Redemption Price of and interest on the Bonds registered in the name of Cede only to or "upon the order of" the Securities Depository (as that term is used in the Uniform Commercial Code as adopted in the State and New York), and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal, Redemption Price or purchase price of and interest on such Bonds to the extent of the sum or sums so paid.

The Book Entry System may be discontinued by the Trustee and the Issuer, at the Written Direction and expense of the Issuer, and the Issuer and the Trustee will cause the delivery of Bond certificates to such Beneficial Owners of the Bonds and registered in the names of such Beneficial Owners as shall be specified to the Trustee by the Securities Depository in writing, under the following circumstances:

(i) The Securities Depository determines to discontinue providing its service with respect to any Bonds and no successor Securities Depository is appointed as described above. Such a determination may be made at any time by giving 30 days' written notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law; or

(ii) The Issuer determines, with written notice to the Trustee, not to continue the Book Entry System through a Securities Depository for the Bonds.

When the Book Entry System is not in effect, all references herein to the Securities Depository shall be of no further force or effect.

In connection with any proposed transfer outside the Book Entry System of the Securities Depository, the Securities Depository and the Issuer shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation cost-basis reporting obligations under Section 6045 of the Internal Revenue Code and the applicable Treasury Regulations promulgated thereunder. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.10. Subsidy Payments. In the event that one or more Series of Bonds are issued which qualify the Issuer to receive Subsidy Payments and the Issuer, in a Supplemental Indenture, pledges such Subsidy Payments to the repayment of the principal of, and interest on, the Bonds, then, to the extent such Subsidy Payments are received by the Trustee, they shall constitute Revenues under the Indenture.

Section 3.11. Limitation of Liability of the Issuer. Notwithstanding anything to the contrary herein or in the Bonds, all obligations of the Issuer to make payments of any kind pursuant to this Indenture are special, limited obligations of the Issuer, payable solely from, and secured solely by, the Trust Estate as and to the extent provided herein. The Issuer shall not be required to advance any moneys derived from any source other than the Revenues and other assets pledged under this Indenture for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. Neither the faith and credit of the Issuer nor the taxing power of the State or any political subdivision thereof is pledged to payments pursuant to this Indenture or the Bonds. The Issuer shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Indenture or the Clean Energy Project, except solely to the extent Revenues are received for the payment thereof.

ARTICLE IV

REDEMPTION OF BONDS AND TENDER PROVISIONS

Section 4.01. Extraordinary Redemption. (a) The Bonds shall be subject to mandatory redemption prior to maturity in whole, and not in part, on the first day of the Month following the Early Termination Payment Date, provided that in the case of a Failed Remarketing, the final payment on the Bonds will be required to be made on the Final Maturity Date, at the following Redemption Prices:

(i) in the case of a Series of Bonds bearing interest in a Term Rate Period (including the Series 20[__] Bonds), the Amortized Value thereof, and

(ii) in the case of a Series of Variable Rate Bonds, 100% of the principal amount thereof,

plus, in each case, accrued and unpaid interest to the redemption date at the initial interest rates on the Bonds.

(b) The Issuer shall (i) provide the Trustee with Written Notice of the Early Termination Payment Date as provided in Section 7.12(b), and (ii) as of the first day of the Month prior to a Mandatory Purchase Date, direct the Trustee to send a conditional notice of redemption pursuant to Section 4.04 in the event that a Failed Remarketing may occur.

Section 4.02. Sinking Fund Redemption. As provided in Section 2.02(f), an Extended Final Maturity Certificate shall establish Sinking Fund Installments for the Series 20[__] Bonds. Any such Sinking Fund Installments shall comport with the following schedule:

REDEMPTION DATE	PRINCIPAL AMOUNT
*	$

* Stated Maturity

Section 4.03. Optional Redemption. (a) The Series 20[__] Bonds are subject to redemption at the option of the Issuer in whole or in part (in such amounts and by such maturities as may be specified by the Issuer and by lot within a maturity) on any date prior to the first Business Day of the third Month preceding the Final Maturity Date at a Redemption Price, calculated by a quotation agent selected by the Issuer, equal to the greater of:

(i) the sum of the present values of the remaining unpaid payments of principal and interest to be paid on the Series 20[__] Bond to be redeemed from and including the date of redemption (not including any portion of the interest accrued and unpaid as of the redemption date) to the stated maturity date of such Series 20[__] Bond, discounted to the date of redemption on a semiannual basis at a discount rate equal to the Applicable Tax Exempt Municipal Bond Rate for such Series 20[__] Bonds minus 0.25% per annum provided, however, that if the Applicable Tax-Exempt Municipal Bond Rate results in a discount rate less than zero percent, such discount shall be 0.00% in any event, and

(ii) the Amortized Value thereof;

in each case plus accrued and unpaid interest to the date of redemption at the initial interest rates on the Series 20[__] Bonds.

(b) The Series 20[__] Bonds are subject to redemption at the option of the Issuer in whole or in part (in such amounts and by such maturities as may be specified by the Issuer and by lot within a maturity) on and after the first day of the third Month preceding the Final Maturity Date, in each case at a Redemption Price equal to the Amortized Value thereof as of the date of redemption, plus $0.10 per $1,000 of the principal amount thereof plus accrued and unpaid interest to the date of redemption at the initial interest rates on the Series 20[__] Bonds; *provided that*, if the optional redemption date is the Final Maturity Date, the Redemption Price will be 100% of the

principal amount of the Series 20[__] Bonds to be redeemed plus accrued and unpaid interest to the date of redemption.

(c) The Issuer shall provide Written Notice of the identity of the quotation agent to the Trustee.

(d) The Series 20[__] Bonds shall also be subject to redemption at the option of the Issuer, as provided in a Supplemental Indenture executed or Interest Rate Determination Certificate delivered in connection with a Conversion of the Bonds.

(e) For so long as a Series of Bonds is bearing interest in an Index Rate Period, the Bonds of such Series are subject to optional redemption by the Issuer, in whole or in part (in such amounts and by such maturities as may be specified by the Issuer and at random within a maturity), on any Business Day on or after the first Business Day of the third month preceding the Index Rate Tender Date for such Series of Bonds at a Redemption Price equal to 100% of the principal amount thereof to be redeemed, plus accrued and unpaid interest to the date of redemption.

(f) For so long as a Series of Bonds is bearing interest in a Daily Interest Rate Period or a Weekly Interest Rate Period, the Bonds of such Series are subject to optional redemption by the Issuer in whole or in part (in such amounts and by such maturities as may be specified by the Issuer and at random within a maturity) on any Business Day at a Redemption Price equal to 100% of the principal amount thereof to be redeemed, plus accrued and unpaid interest to the date of redemption.

(g) For so long as a Series of Bonds is bearing interest in a Commercial Paper Interest Rate Period, each Bond of such Series is subject to optional redemption by the Issuer on the day succeeding the last day of any CP Interest Term for such Bond at a Redemption Price equal to 100% of the principal amount thereof to be redeemed, plus accrued and unpaid interest to the date of redemption.

(h) Notwithstanding anything to the contrary contained herein, in connection with the Conversion of a Series of Bonds from one Interest Rate Period to another or the establishment of a new Term Rate Period or Index Rate Period for a Series of Bonds, the Issuer may, in the Written Direction to the Trustee delivered in connection with such Conversion or establishment of a new Term Rate Period or Index Rate Period, designate additional or different terms upon which the Bonds of such Series will be subject to optional redemption during the new Interest Rate Period for such Series of Bonds if such additional or different terms of optional redemption are approved by Bond Counsel.

(i) In lieu of redeeming Series 20[__] Bonds pursuant to this Section 4.03, the Trustee may, upon the Written Direction of the Issuer, use such funds as may be available by the Issuer or as are otherwise available hereunder to purchase such Series 20[__] Bonds on the applicable redemption date at a Purchase Price equal to the applicable Redemption Price of such Series 20[__] Bonds. Any Series 20[__] Bonds so purchased may be remarketed in a new Interest Rate Period or may be cancelled by the Trustee, in either case as set forth in the Written Direction of the Issuer.

Section 4.04. Redemption Notice. (a) When the Trustee receives Written Notice from the Issuer of its election or direction to optionally redeem Bonds pursuant to Section 4.06, the Trustee

shall give notice, in the name of the Issuer, or when redemption of Bonds is authorized or required pursuant to Section 4.01 or other than at the election or direction of the Issuer, pursuant to Section 4.07 the Trustee shall give notice, in the name of the Issuer, of the redemption of such Bonds by first class mail, postage prepaid, to the registered owner of each Bond being redeemed, at its address as it appears on the bond registration books of the Trustee or at such address as such owner may have filed with the Trustee in writing for that purpose, as of the Regular Record Date, as follows:

(i) for any redemption of the Bonds pursuant to Section 4.01, not less than 15 days prior to the redemption date;

(ii) for redemptions of Bonds bearing interest in a Term Rate Period, pursuant to Sections 4.02 and 4.03, not less than 30 days prior to the redemption date;

(iii) for redemptions of Variable Rate Bonds pursuant to Sections 4.02 4.03, not less than 15 days prior to the redemption date.

(b) In the event that the Bonds may be subject to extraordinary redemption as a result of a Failed Remarketing that could occur if the Trustee has not received the Purchase Price of the Bonds by noon New York City time on the fifth Business Day preceding a Mandatory Purchase Date, a notice of extraordinary redemption of the Bonds pursuant to this Section 4.04 may be a conditional notice of redemption, delivered in each case not less than 15 days prior to such Mandatory Purchase Date, stating that: (a) such redemption shall be conditioned upon the Trustee's failure to receive, by noon New York City time on the fifth Business Day preceding such Mandatory Purchase Date, the Purchase Price of the Bonds required to be purchased on such Mandatory Purchase Date, and (b) if the full amount of the Purchase Price has been received by the Trustee by noon New York City time on the fifth Business Day preceding such Mandatory Purchase Date, the Bonds shall be purchased pursuant to Section 4.13 or Section 4.14 hereof on such Mandatory Purchase Date rather than redeemed. If the full amount of the Purchase Price has been received by the Trustee by noon New York City time on the fifth Business Day preceding such Mandatory Purchase Date, the Trustee shall withdraw such conditional notice of redemption prior to such Mandatory Purchase Date and the Bonds shall be purchased pursuant to Section 4.13 or Section 4.14 hereof on such Mandatory Purchase Date rather than redeemed.

(c) Each notice of redemption shall identify the Bonds to be redeemed and shall state (i) the redemption date, (ii) the Redemption Price or the manner in which it will be calculated, (iii) that the Bonds called for redemption must be surrendered to collect the Redemption Price, (iv) the address at which the Bonds must be surrendered, and (v) that interest on the Bonds called for redemption ceases to accrue on the redemption date.

(d) With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Section 12.01 of this Indenture, such notice shall state that such redemption shall be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the Redemption Price of and interest on the Bonds to be redeemed, and that if such money shall not have been so received said notice shall be of no force and effect, and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and

such money is not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

(e) Failure of the registered owner of any Bonds which are to be redeemed to receive any such notice, or any defect in such notice, shall not affect the validity of the proceedings for the redemption of any Bonds.

Section 4.05. Bonds Redeemed in Part. Upon surrender of a Bond redeemed in part, the Issuer will execute and the Trustee will authenticate and deliver to the Holder thereof a new Bond or Bonds of the same Series, maturity and tenor in Authorized Denominations equal in principal amount to the unredeemed portion of the Bond surrendered. Notwithstanding anything herein to the contrary, so long as the Bonds are held in the Book Entry System the Bonds will not be delivered as set forth above; rather transfers of Beneficial Ownership of such Bonds to the Person indicated above will be effected on the registration books of the Securities Depository pursuant to its rules and procedures.

Section 4.06. Redemption at the Election or Direction of the Issuer. In the case of any redemption of Bonds at the election or direction of the Issuer, the Issuer shall give Written Notice to the Trustee, at least five Business Days prior to the last date on which the Trustee is required to give notice of redemption pursuant to Section 4.04, of its election or direction so to redeem, the Series, Maturity Dates, principal amounts by Maturity Dates and CUSIP numbers of the Bonds to be redeemed, the Redemption Price or the manner in which it will be calculated for each Maturity Date of Bonds to be redeemed, and the date on which such Bonds are to be redeemed, and directing the Trustee to provide notice of such redemption to the Owners of such Bonds pursuant to Section 4.04 (maturities and principal amounts thereof to be redeemed shall be determined by the Issuer in its sole discretion). In the event notice of redemption shall have been given as in Section 4.04 provided, there shall be paid on or prior to the redemption date to the appropriate Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed. The Issuer shall promptly notify the Trustee in writing of all such payments by it to such Paying Agents.

Section 4.07. Redemption Other Than at the Issuer's Election or Direction. Whenever by the terms of this Indenture the Trustee is required or authorized to redeem Bonds other than at the election or direction of the Issuer, the Trustee shall (i) select the Bonds or portions of Bonds to be redeemed, (ii) give the notice of redemption and (iii) pay out of moneys available therefor the Redemption Price thereof (as determined by the quotation agent and provided in a Written Notice to the Trustee), plus interest accrued and unpaid to the redemption date, to the appropriate Paying Agents in accordance with the terms of this Article IV and, to the extent applicable, Section 5.07 and Section 5.08.

Section 4.08. Selection of Bonds To Be Redeemed. If less than all of the Bonds of like Series, tenor and maturity shall be called for redemption, the particular Bonds or portions of Bonds of such Series, tenor and maturity to be redeemed shall be selected by lot in such manner as the Trustee shall determine, in its sole discretion, from Bonds of such Series, tenor and maturity not

previously called for redemption; *provided, however*, that the portion of any Bond of a denomination of more than a minimum Authorized Denomination to be redeemed shall be in the principal amount of such minimum Authorized Denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of a minimum Authorized Denomination which is obtained by dividing by such minimum Authorized Denomination the principal amount of such Bond to be redeemed in part.

Section 4.09. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 4.04 and, in the case of optional redemption of Bonds, sufficient moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on such Bonds being held by the Trustee, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the applicable Redemption Price, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price. If there shall be drawn for redemption less than all of a Bond, the Issuer shall execute and the Trustee shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bonds so surrendered, Bonds of like Series, maturity and tenor in any of the Authorized Denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like maturity to be redeemed, together with interest to the redemption date, shall be held by the Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof of so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon the payment of the Redemption Price of the Bonds or portions thereof being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 4.10. Cancellation and Destruction of Bonds. All Bonds paid or redeemed either at or before maturity shall be delivered to the Trustee at its designated corporate trust office when such payment or redemption is made, and such Bonds, together with all Bonds purchased or redeemed pursuant to Section 5.10(c) that have been delivered to the Trustee for application as a credit against Sinking Fund Installments and all Bonds purchased by the Trustee pursuant to the Written Direction of the Issuer, shall thereupon be promptly cancelled (or deemed to have been cancelled). Bonds so cancelled may, to the extent permitted by law, at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the Issuer and the other executed certificate shall be retained by the Trustee.

Section 4.11. Optional Tender During Daily or Weekly Interest Rate Periods. (a) During any Daily Interest Rate Period or Weekly Interest Rate Period for a Series of Bonds, any Eligible Bond of such Series shall be purchased from its Owner at the option of the Owner on any Business Day at the applicable Purchase Price, payable in immediately available funds, upon delivery to the Trustee at its designated corporate trust office for delivery of notices and the Remarketing Agent of an irrevocable written notice which states the name of the Owner, the principal amount and the

date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Trustee. Any notice delivered to the Trustee after 4:00 p.m., New York City time, shall be deemed to have been received on the next succeeding Business Day. Payment of such Purchase Price shall be made from the sources and in the order of priority set forth in Section 4.15(e) on the date specified in such notice, provided such Bond is delivered, at or prior to 10:00 a.m., New York City time, on the date specified in such notice, to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange.

(b) So long as the Bonds are registered in the name of Cede & Co., as nominee for DTC, only direct or indirect Participants may give notice of the election to tender Bonds or portions thereof and the Beneficial Owners shall not have the right to tender Bonds directly to the Trustee, except through such Participants.

Section 4.12. Mandatory Tender for Purchase on Day Next Succeeding the Last Day of Each CP Interest Term. On the day next succeeding the last day of each CP Interest Term for an Eligible Bond in a Commercial Paper Interest Rate Period, unless such day is the first day of a new Interest Rate Period for such Bond (in which event such Bond shall be subject to mandatory purchase pursuant to Section 4.14), such Bond shall be purchased from its Owner at the applicable Purchase Price payable in immediately available funds, provided such Bond is delivered to the Trustee on or prior to 10:00 a.m., New York City time, on such day, or if delivered after 10:00 a.m., New York City time, on the next succeeding Business Day; *provided, however*, that in any event such Bond will not bear interest at the CP Interest Term Rate after the last day of the applicable CP Interest Term. The Purchase Price of any Bond so purchased shall be payable from the sources and in the order of priority set forth in Section 4.15(e) only upon surrender of such Bond to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange.

Section 4.13. Mandatory Tender for Purchase on the Mandatory Purchase Date, *Index Rate Tender Date or Term Rate Tender Date*. (a) On the Mandatory Purchase Date, Index Rate Tender Date or Term Rate Tender Date for a Series of Bonds (which, for the avoidance of doubt, can occur only on a Mandatory Purchase Date), unless such day is the first day of a new Interest Rate Period for such Bonds (in which event such Bonds shall be subject to mandatory purchase pursuant to Section 4.14), each Eligible Bond of such Series shall be purchased from the Owner thereof at the applicable Purchase Price, payable in immediately available funds, provided such Bond is delivered to the Trustee on or prior to 10:00 a.m., New York City time, on such day, or if delivered after 10:00 a.m., New York City time, on the next succeeding Business Day; *provided, however*, that in any event such Bond will not bear interest at the applicable Index Rate or Term Rate after the last day of the applicable Index Rate Period or Term Rate Period, respectively. The Purchase Price of any Bond so purchased shall be payable from the sources and in the order of priority specified in Section 4.15(e) only upon surrender of such Bond to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof or by the Owner's duly

authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange.

(b) The Series 20[__] Bonds are subject to mandatory tender for purchase at the option of the Issuer in whole or in part on and after the first day of the third (3rd) Month preceding the Series 20[__] Final Maturity Date, at a Purchase Price calculated by a quotation agent selected by the Issuer equal to the Amortized Value thereof (as of the first Business Day of the Month of purchase), plus $0.20 per $1,000 of the principal amount thereof, together with accrued and unpaid interest to the Mandatory Purchase Date selected by the Issuer; *provided, however*, in the event of a Failed Remarketing the Series 20[__] Bonds shall not be subject to mandatory tender under this Section 4.13(b) and shall be payable on the Series 20[__] Final Maturity Date; *and provided further that*, if the Mandatory Purchase Date is the Series 20[__] Final Maturity Date, the Purchase Price shall be 100% of the principal amount of the Bonds. The obligation of the Issuer to purchase Series 20[__] Bonds pursuant to this Section 4.13(b) shall be subject to the condition that it shall have received funds sufficient to pay the Purchase Price of the Series 20[__] Bonds on or prior to the Purchase Date and to such other conditions as the Issuer shall deem necessary. All conditions to the obligation of the Issuer to purchase Series 20[__] Bonds pursuant to this Section 4.13(b) shall be stated in the notice of mandatory tender given pursuant to Section 4.16. The Purchase Price of any Bond so purchased shall be payable from the sources and in the order of priority specified in Section 4.15(e) only upon surrender of such Bond to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof, in form satisfactory to such Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange at or prior to 10:00 a.m., New York City time, on the date specified for such delivery in this paragraph.

Section 4.14. Mandatory Tender for Purchase on Conversion of Interest Rate Period. Eligible Bonds of a Series shall be subject to mandatory tender for purchase on each Conversion Date (which shall be a Mandatory Purchase Date) at the applicable Purchase Price, payable in immediately available funds. The Purchase Price of any Bond so purchased shall be payable from the sources and in the order of priority specified in Section 4.15(e) only upon surrender of such Bond to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof, in form satisfactory to such Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange at or prior to 10:00 a.m., New York City time, on the date specified for such delivery in this paragraph or in the notice provided pursuant to Section 2.10.

Section 4.15. General Provisions Relating to Tenders.

(a) *Creation of Bond Purchase Fund*.

(i) There shall be created and established hereunder with the Trustee a fund to be designated the "Bond Purchase Fund" to be held in trust only for the benefit of the Owners of tendered Bonds who shall thereafter be restricted exclusively to the moneys held in such fund for the satisfaction of any claim for the Purchase Price of such tendered Bonds. The Bond Purchase Fund and the Accounts therein are not Pledged Funds.

(ii) There shall be created and designated the following Accounts with respect to each Series of Bonds within the Bond Purchase Fund: the "Remarketing Proceeds Account" and the "Issuer Purchase Account." Moneys paid to the Trustee for the purchase of tendered or deemed tendered Bonds of a Series received from

(A) the Remarketing Agent shall be deposited in the Remarketing Proceeds Account for such Series in accordance with the provisions of Section 4.15(d)(i) and

(B) the Issuer shall be deposited in the Issuer Purchase Account in accordance with the provisions of Section 4.15(d)(ii). Moneys provided by the Issuer not required to be used in connection with the purchase of tendered Bonds shall be returned to the Issuer in accordance with Section 4.15(d) and Section 4.15(e).

(iii) Moneys in the Issuer Purchase Account and the Remarketing Proceeds Account with respect to a Series of Bonds shall not be commingled with other funds held by the Trustee and shall remain uninvested. The Issuer shall have no right, title or interest in any of the funds held on deposit in the Remarketing Proceeds Account or any remarketing proceeds held for any period of time by the Remarketing Agent.

(b) *Deposit of Bonds*. The Trustee agrees to hold all Bonds delivered to it pursuant to Section 4.11, Section 4.12, Section 4.13 or Section 4.14 in trust for the benefit of the respective Owners which shall have so delivered such Bonds until moneys representing the Purchase Price of such Bonds have been delivered to such Owner in accordance with the provisions of this Indenture and until such Bonds shall have been delivered by the Trustee in accordance with Section 4.15(f).

(c) *Remarketing of Bonds*.

(i) Immediately upon its receipt, but not later than noon, New York City time on the following Business Day, from an Owner of a Bond bearing interest at a Daily Interest Rate or a Weekly Interest Rate of a notice pursuant to Section 4.11, the Trustee shall notify the Remarketing Agent by telephone, promptly confirmed in writing by Electronic Means, of such receipt, specifying the principal amount of Bonds for which it has received such notice, the names of the Owners thereof and the date on which such Bonds are to be purchased in accordance with Section 4.11.

(ii) As soon as practicable, but in no event later than 10:15 a.m., New York City time, on a Purchase Date, the Remarketing Agent shall inform the Trustee by telephone, promptly confirmed in writing, by Electronic Means, of the principal amount of Purchased Bonds to be purchased on such date, the name, address and taxpayer identification number of each such purchaser, and the Authorized Denominations in which such Purchased Bonds are to be delivered. Upon receipt from the Remarketing Agent of such information, and in no event later than 12:30 p.m., New York City time, on the Purchase Date, the Trustee shall prepare Purchased Bonds in accordance with such information received from the

Remarketing Agent for the registration of transfer and redelivery to the Remarketing Agent pursuant to paragraph (f) of this Section 4.15.

(iii) Any Purchased Bonds which are subject to mandatory tender for purchase in accordance with Section 4.12, Section 4.13 or Section 4.14 which are not presented to the Trustee on the Purchase Date and any Purchased Bonds which are the subject of a notice pursuant to Section 4.16 which are not presented to the Trustee on the Purchase Date, shall, in accordance with the provisions of Section 4.16, be deemed to have been purchased upon the deposit of moneys equal to the Purchase Price thereof into any or all of the accounts of the Bond Purchase Fund.

(d) *Deposits of Funds*.

(i) The Trustee shall deposit into the Remarketing Proceeds Account for the applicable Series of Bonds any amounts received by it in immediately available funds by 12:30 p.m., New York City time, on any Purchase Date from the Remarketing Agent against receipt of Bonds by the Remarketing Agent pursuant to Section 4.15(f) and on account of Purchased Bonds remarketed pursuant to the terms of the Remarketing Agreement.

(ii) The Issuer may, in its sole discretion, pay to the Trustee in immediately available funds the amount equal to the difference, if any, between the total Purchase Price of Bonds to be purchased and the amount of money deposited under Section 4.15(d)(i) (the "*Additional Liquidity Drawing Amount*") by 12:45 p.m., New York City time. The Trustee shall deposit any Additional Liquidity Drawing Amounts into the Issuer Purchase Account for the applicable Series of Bonds.

(iii) The Trustee shall hold all proceeds received from the Remarketing Agent or the Issuer pursuant to this Section 4.15(d) in trust for the tendering Owners. In holding such proceeds and moneys, the Trustee will be acting on behalf of such Owners by facilitating the purchase of the Bonds and not on behalf of the Issuer and will not be subject to the control of the Issuer. Subject to the provisions of Section 4.15(e), following the discharge of the pledge created by Section 5.01 or after payment in full of the Bonds, the Trustee shall pay any moneys remaining in any Account of the Bond Purchase Fund directly to the Persons for whom such money is held upon presentation of evidence reasonably satisfactory to the Trustee that such Person is rightfully entitled to such money and the Trustee shall not pay such amounts to any other Person.

(e) *Disbursements; Payment of Purchase Price*. Moneys delivered to the Trustee on a Purchase Date shall be applied at or before 1:00 p.m., New York City time, on such Purchase Date to pay the Purchase Price of Purchased Bonds of the applicable Series in immediately available funds as follows in the indicated order of application and, to the extent not so applied on such date, shall be held in the separate and segregated Accounts of the Bond Purchase Fund for the benefit of the Owners of the Purchased Bonds which were to have been purchased:

FIRST: Moneys deposited in the Remarketing Proceeds Account for the Bonds of the applicable Series; and

SECOND: Moneys deposited in the Issuer Purchase Account for the Bonds of the applicable Series.

Any moneys held by the Trustee in the Issuer Purchase Account remaining unclaimed by the Owners of the Purchased Bonds which were to have been purchased for two years after the respective Purchase Date for such Bonds shall be paid to the Issuer, upon a request in a Written Direction of the Issuer against written receipt therefor. The Owners of Purchased Bonds who have not yet claimed money in respect of such Bonds shall thereafter be entitled to look only to the Trustee, to the extent it shall hold moneys on deposit in the Bond Purchase Fund, or the Issuer to the extent moneys have been transferred in accordance with this Section 4.15(e). The Trustee shall have no obligation to advance its own funds to fund the Bond Purchase Fund or otherwise pay the Purchase Price on any Bonds.

(f) *Delivery of Purchased Bonds*.

(i) The Remarketing Agent shall give telephonic notice, promptly confirmed by a written notice, by Electronic Means, to the Trustee on each date on which Bonds shall have been purchased pursuant to Section 4.11, Section 4.12, Section 4.13, or Section 4.14, specifying the principal amount of such Bonds, if any, sold by it and a list of such purchasers showing the names and Authorized Denominations in which such Bonds shall be registered, and the addresses and social security or taxpayer identification numbers of such purchasers. By 12:30 p.m., New York City time, on the Purchase Date, a principal amount of Bonds equal to the amount of Purchased Bonds purchased with moneys from the Remarketing Proceeds Account shall be made available by the Trustee to the Remarketing Agent against payment therefor in immediately available funds.

(ii) A principal amount of Bonds equal to the amount of Purchased Bonds purchased from moneys on deposit in the Issuer Purchase Account shall be delivered on the day of such purchase by the Trustee to or as directed by the Issuer. The Trustee shall register such Bonds in the name of the Issuer or as otherwise directed by the Issuer.

Section 4.16. Notice of Mandatory Tender for Purchase. In connection with any mandatory tender for purchase of Bonds in accordance with Section 4.12, Section 4.13 or Section 4.14, the Trustee shall give the notice (which in the case of a mandatory tender pursuant to Section 4.14 shall be given as a part of the notice given pursuant to Section 2.06(c), Section 2.07(c), Section 2.08(c), Section 2.09(c) or Section 2.14(c)) stating: (a) that the Purchase Price of any Bond so subject to mandatory tender for purchase shall be payable only upon surrender of such Bond to the Trustee at the office specified in such notice, accompanied by an instrument of transfer thereof in form satisfactory to the Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange; (b) that all Bonds so subject to mandatory tender for purchase shall be purchased on the Mandatory Purchase Date, unless (i) a Failed Remarketing shall have occurred on or prior to such Mandatory Purchase Date, in which case such mandatory tender shall be cancelled and the Bonds shall be payable on the Series 20[__] Final Maturity Date, or (ii) such Bonds shall have otherwise been redeemed on or prior to, or are not Outstanding as of, such Mandatory Purchase Date; and (c) that in the event that any Owner of a Bond so subject to mandatory tender for purchase shall not surrender such Bond to the Trustee

for purchase on such Mandatory Purchase Date, then such Bond shall be deemed to be an Undelivered Bond, and that no interest shall accrue thereon on and after such Mandatory Purchase Date and that the Owner thereof shall have no rights under this Indenture other than to receive payment of the Purchase Price thereof. Any such notice of a mandatory tender of Bonds pursuant to Section 4.12, Section 4.13 or Section 4.14 shall be given no less than thirty (30) days prior to the applicable Mandatory Purchase Date, and the Trustee shall give a conditional notice of extraordinary redemption pursuant to Section 4.04 no later than the applicable deadlines set forth in that section to provide for the extraordinary redemption of the Bonds if a Failed Remarketing occurs prior to the Mandatory Purchase Date. No later than five (5) Business Days prior to the date on which such conditional notice of extraordinary redemption is required to be given by the Trustee pursuant to Section 4.4, the Issuer shall direct the Trustee to send such conditional redemption notice pursuant to a Written Direction in the form attached hereto as *Exhibit C*, which Written Direction shall include the applicable Redemption Date and method(s) for calculating the Redemption Price, to be followed by notice of the Redemption Price, as provided in *Exhibit C*.

Section 4.17. Irrevocable Notice Deemed to Be Tender of Bond; Undelivered Bonds Deemed Purchased on Mandatory Purchase Date. (a) The giving of notice by an Owner of a Bond bearing interest at a Daily Interest Rate or a Weekly Interest Rate pursuant to Section 4.11 shall constitute the irrevocable tender for purchase of each such Bond with respect to which such notice shall have been given, regardless of whether such Bond is delivered to the Trustee for purchase on the relevant Purchase Date as provided in this Article IV.

(b) The Trustee may refuse to accept delivery of any Purchased Bonds for which a proper instrument of transfer, with a satisfactory guaranty of signature, has not been provided; such refusal, however, shall not affect the validity of the purchase of such Bond as herein described. For purposes of this Article IV, the Trustee for the Bonds shall determine timely and proper delivery of Purchased Bonds and the proper endorsement of such Bonds. Such determination shall be binding on the Owners of such Bonds, the Issuer and the Remarketing Agent, absent manifest error. If any Owner of a Bond who shall have given notice of tender of purchase pursuant to Section 4.11 or any Owner of a Bond subject to mandatory tender for purchase pursuant to Section 4.12, Section 4.13 or Section 4.14 shall fail to deliver such Bond to the Trustee at the place and on the applicable date and at the time specified, or shall fail to deliver such Bond properly endorsed, such Bond shall constitute an Undelivered Bond. If funds in the amount of the Purchase Price of the Undelivered Bond are available for payment to the Owner thereof on the date and at the time specified, from and after the date and time of that required delivery, (i) the Undelivered Bond shall be deemed to be purchased and shall no longer be deemed to be Outstanding under this Indenture; (ii) interest shall no longer accrue thereon; and (iii) funds in the amount of the Purchase Price of the Undelivered Bond shall be held by the Trustee for such Bond for the benefit of the Owner thereof, to be paid on delivery (and proper endorsement) of the Undelivered Bond to the Trustee at its designated corporate trust office. Any funds held by the Trustee as described in clause (iii) of the preceding sentence shall be held uninvested.

Section 4.18. Remarketing of Bonds; Notice of Interest Rates. (a) Upon a mandatory tender or notice of the tender for purchase of Bonds, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds subject to conditions in the Remarketing Agreement, any such sale to be made on the Purchase Date in accordance with this Article IV at a price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date. The

Remarketing Agent agrees that it shall not sell any Bonds purchased pursuant to this Article IV to the Issuer or a Project Participant, or to any Person who controls, is controlled by, or is under common control with the Issuer or a Project Participant.

(b) The Remarketing Agent shall determine the rate of interest to be borne by the Bonds bearing interest at a Daily Interest Rate, Weekly Interest Rate, CP Interest Term Rates or a Term Rate and the CP Interest Terms for each Bond during each Commercial Paper Interest Rate Period, and the applicable Calculation Agent shall determine the rate of interest to be borne by each Series of Bonds bearing interest at an Index Rate, all as provided in Article II, and shall furnish to the Trustee and to the Issuer upon request, in a timely fashion by Electronic Means, each rate of interest and CP Interest Term so determined.

(c) Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default, there shall be no remarketing of Bonds tendered or deemed tendered for purchase.

Section 4.19. The Remarketing Agent. (a) The Remarketing Agent shall be authorized by law to perform all the duties imposed upon it pursuant to the Remarketing Agreement. The Remarketing Agent or any successor shall signify its acceptance of the duties and obligations imposed upon it pursuant to the Remarketing Agreement by an agreement under which the Remarketing Agent will agree to:

(i) determine the interest rates applicable to the Bonds of the applicable Series and give written notice to the Trustee of such rates and periods in accordance with Article II;

(ii) keep such books and records as shall be consistent with prudent industry practice; and

(iii) use its best efforts to remarket Bonds in accordance with the Remarketing Agreement.

(b) The Remarketing Agent shall hold all amounts received by it in accordance with any remarketing of Bonds in trust only for the benefit of the Owners of tendered Bonds and shall not commingle such amounts with any other moneys.

Section 4.20. Qualifications of Remarketing Agent; Resignation; Removal. (a) Each Remarketing Agent shall be a member of the Financial Industry Regulatory Authority or subject to supervision by the Office of the Comptroller of the Currency, having a combined capital stock, surplus and undivided profits of at least $50,000,000 and be authorized by law to perform all the duties imposed upon it by this Indenture. Any successor Remarketing Agent shall have senior unsecured long term debt which shall be rated by each Rating Agency.

(b) A Remarketing Agent may at any time resign and be discharged of the duties and obligations created by the Remarketing Agreement by giving written notice to the Trustee and the Issuer. A Remarketing Agent may be removed at the direction of the Issuer at any time on 30 days' prior written notice, in a Written Direction of the Issuer, filed with such Remarketing Agent for

the related Series of Bonds and the Trustee. No such resignation or removal shall be effective until a successor has been appointed and has accepted such duties.

Section 4.21. Successor Remarketing Agents. (a) Any corporation, association, partnership or firm which succeeds to the business of the Remarketing Agent as a whole or substantially as a whole, whether by sale, merger, consolidation or otherwise, shall thereby become vested with all the property, rights and powers of such Remarketing Agent hereunder.

(b) In the event that the Remarketing Agent has given written notice of resignation or has been notified of its impending removal in accordance with Section 4.20(b), the Issuer shall appoint a successor Remarketing Agent.

(c) In the event that the property or affairs of the Remarketing Agent shall be taken under control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed its successor, the Issuer shall appoint a successor and, if no appointment is made within 30 days, the Trustee shall apply to a court of competent jurisdiction for such appointment.

Section 4.22. Tender Agent. The Trustee shall serve as the tender agent for any Series of Bonds for which optional or mandatory tender for purchase is applicable under this Article IV, and as tender agent it and each successor Trustee appointed in accordance with this Indenture shall:

(a) hold all Bonds delivered to it for purchase hereunder in trust for the exclusive benefit of the respective Owners that shall have so delivered such Bonds until moneys representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Owners;

(b) hold all moneys delivered to it hereunder for the purchase of Bonds in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the Owners tendering such Bonds; and

(c) keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection at all times during regular business hours (upon reasonable prior written notice of inspection) by the Issuer and the Remarketing Agent for such Series of Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 5.01. Pledge Effected by This Indenture. (a) The Bonds and any Interest Rate Swap are limited obligations of the Issuer payable solely from and secured as to the payment of the principal and Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of this Indenture solely by, the Trust Estate. Pursuant to the Granting Clauses of this Indenture, the Trust Estate has been conveyed, assigned and pledged to the payment of the principal and Redemption Price of and interest on the Bonds and any Interest Rate Swap Payments in accordance with their terms, and any other senior, parity and subordinate obligations of the

Issuer secured by the lien of this Indenture, subject to (i) the pledge of and lien on the Commodity Swap Payment Fund and the amounts and investments on deposit therein in favor of the Commodity Swap Counterparty, and (ii) the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture. The Trust Estate thereby pledged and assigned shall immediately be subject to the lien of such pledge without any further physical delivery thereof or other further act, and the lien of such pledge shall be a first lien and shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof.

(b) None of the Bonds, any Interest Rate Swap or the Commodity Swap constitute a debt or liability of the State or of any political subdivision thereof, other than as limited obligations of the Issuer, and the Issuer shall not be obligated to pay the principal or Redemption Price of, or interest on, the Bonds, any Interest Rate Swap Payments or the Commodity Swap Payments except from the funds provided therefor under this Indenture. Neither the faith and credit nor the taxing power of the State or of any political subdivision thereof, including the Issuer, or of any Project Participant is pledged to the payment of the principal or Redemption Price of and interest on the Bonds, any Interest Rate Swap Payments or the Commodity Swap Payments. The issuance of the Bonds and the execution and delivery of any Interest Rate Swap and the Commodity Swap shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation or to make any appropriation for their payment. The Issuer has no taxing power.

(c) Nothing contained in this Indenture shall be construed to prevent the Issuer from acquiring, constructing or financing, through the issuance of its bonds, notes or other evidences of indebtedness, any facilities or supplies of Energy other than the Clean Energy Project; *provided* that such bonds, notes or other evidences of indebtedness shall not be payable out of or secured by the Trust Estate or any portion thereof, and neither the cost of such facilities or supplies of Energy nor any expenditure in connection therewith or with the financing thereof shall be payable from the Trust Estate or any portion thereof.

Section 5.02. Establishment of Funds and Accounts. (a) The following Funds and Accounts are hereby established, each of which shall be held by the Trustee except as indicated below:

(i) Project Fund,

(ii) Revenue Fund,

(iii) Operating Fund,

(iv) Debt Service Fund, consisting of the Debt Service Account and the Redemption Account,

(v) Commodity Swap Payment Fund,

(vi) General Reserve Fund,

(vii) Energy Remarketing Reserve Fund, consisting of a Remediation Account,

(viii) Assignment Payment Fund,

(ix) Bond Purchase Fund established pursuant to Section 4.15, consisting of the Issuer Purchase Account and the Remarketing Proceeds Account; and

(x) Administrative Fee Fund.

(b) Within the Funds and Accounts established hereunder and held by the Trustee, the Trustee may create additional Accounts in any Fund or subaccounts in any Accounts as may facilitate the administration of this Indenture. The Issuer may, by Supplemental Indenture, with the prior written approval of the Trustee, establish one or more additional accounts or subaccounts. By Supplemental Indenture, the Issuer may also (i) establish custodial accounts to be held by the Trustee as custodian to receive Revenues paid by the Project Participants under the Power Supply Contracts, and (ii) provide for the application of such amounts for transfer to the Revenue Fund and for such other purposes as may be specified therein.

Section 5.03. Project Fund. (a) There shall be paid into the Project Fund proceeds of the Bonds in the amount specified by Written Request of the Issuer, and there may be paid into the Project Fund, at the option of the Issuer, any moneys received for or in connection with the Clean Energy Project by the Issuer from any other source, unless required to be otherwise applied as provided by this Indenture. Upon delivery of the Bonds, the Trustee shall immediately transfer from the Project Fund into the Debt Service Account an amount, specified by Written Request of the Issuer, representing capitalized interest on the Bonds to the date set forth in such Written Request. Except as otherwise provided in this Section 5.03, amounts in the Project Fund shall be applied by the Issuer to pay the Cost of Acquisition and any capitalized interest on the Series 20[__] Bonds.

(b) Before any payment is made by the Trustee from the Project Fund, the Issuer shall file with the Trustee a Written Request of the Issuer, showing with respect to each payment to be made, the name of the Person to whom payment is due and the amount to be paid, and stating that the obligation to be paid was incurred and is a proper charge against the Project Fund. To the extent that the Written Request includes amounts to be paid pursuant to the Energy Purchase Agreement, copies of the invoices or requests for direct payments submitted under the Energy Purchase Agreement shall be attached to the Written Request. Each such Written Request shall be sufficient evidence to the Trustee: (i) that obligations in the stated amounts have been incurred by the Issuer and that each item thereof is a proper charge against the Project Fund; and (ii) that there has not been filed with or served upon Issuer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the Persons named in such Written Request which has not been released or will not be released simultaneously with the payment of such obligation other than materialmen's or mechanics' liens accruing by mere operation of law.

(c) Upon receipt of each such Written Request, the Trustee shall pay the amounts set forth therein as directed by the terms thereof from the applicable Account in accordance with and subject to the applicable terms of this Section 5.03.

(d) Notwithstanding any of the other provisions of this Section, to the extent that other moneys are not available therefor, amounts in Project Fund shall be applied to the payment of principal of and interest on Bonds when due.

(e) Upon Written Direction of the Issuer, but not earlier than six months after the date of delivery of the Bonds, the Trustee shall transfer to the Revenue Fund any amounts remaining on deposit in Project Fund.

Section 5.04. Revenues and Revenue Fund; Other Amounts. (a) All Revenues shall be deposited promptly by the Trustee upon receipt thereof into the Revenue Fund; *provided* that, for the avoidance of doubt, if any amounts are received from a Project Participant for which Outstanding Sold Receivables exist, as identified in a written notice from the Issuer to the Trustee, the Trustee shall promptly cause any such receipts to be paid to the Energy Supplier to the extent of such Outstanding Sold Receivables without setoff of any kind in accordance with Section 2.7 of the Receivables Purchase Provisions and any remaining amounts received from such Project Participant shall be deposited into the Revenue Fund.

(b) In the event that any Specified Project Participant fails to pay the amount due under its applicable Power Supply Contract, the Trustee shall perform the following actions on behalf of the Issuer under Section 2.1 of the Receivables Purchase Provisions: (i) provide a preliminary notice by email to the Issuer and the Energy Supplier that a Specified Project Participant will fail to make a payment as soon as practicable after becoming aware that a payment default will occur and in any event no later than the end of the calendar day on which the relevant payment default occurs, and (ii) prepare and deliver to the Energy Supplier a Put Option Notice by 12:00 p.m. New York City time on the Business Day following any such payment default. On the twenty-fourth day of the Month in which such Put Option Notice was delivered (or if such day is not a Business Day, the next Business Day following the twenty-fourth day of such Month), the Trustee shall deliver to the Energy Supplier the bill of sale and certificates required by Section 2.3(a) of the Receivables Purchase Provisions. The Trustee is hereby authorized to sell the Put Receivables then owed by the Specified Project Participants under the Power Supply Contracts pursuant to the Receivables Purchase Provisions and to take all actions on its part necessary in connection therewith. All amounts received by the Trustee pursuant to the Receivables Purchase Provisions in respect of Put Receivables shall be deposited in the Revenue Fund for application pursuant to Section 5.05.

(c) Upon receipt of the preliminary notice from the Trustee pursuant to (b)(i) above, the Issuer shall:

(i) in consultation with the Energy Supplier, determine the amount of the Net Participant Shortfall Amount, if any, resulting from such failure to pay; and

(ii) give prompt written notice of the amounts of such Net Participant Shortfall Amount, if any, and the amount of such nonpayment and the resulting Net Participant Shortfall Amount, to the Trustee, the Energy Supplier and the Commodity Swap Counterparty.

(d) The following amounts, which are payable to the Trustee but do not constitute Revenues, shall be applied by the Trustee as follows:

(i) any Termination Payment shall be deposited directly into the Redemption Account of the Debt Service Fund as provided in Section 5.08;

(ii) any Assignment Payment shall be deposited directly into the Assignment Payment Fund as provided in Section 5.12;

(iii) [*Reserved*];

(iv) amounts representing the Project Administration Fee, together with any amounts paid by the Project Participant under the Prepaid Clean Energy Project Administration Agreement, shall be paid as received to Issuer into the Administrative Fee Fund;

(v) any Interest Rate Swap Receipts shall be deposited directly into the Debt Service Account as provided in Section 2.13; and

(vi) any amounts required by Section 5.11 to be deposited into the Energy Remarketing Reserve Fund shall be deposited directly therein.

Section 5.05. Payments from Revenue Fund. (a) In each Month during which there is a deposit of Revenues into the Revenue Fund (but in no case later than the respective dates set forth below), the Trustee shall apply the amounts on deposit in the Revenue Fund, to the extent available, for credit or deposit to the Funds and Accounts indicated below, in the amounts described below (such application to be made in such a manner so as to assure good funds are available on the respective dates set forth below) in the following order of priority:

(i) [*Reserved*];

(ii) To the Operating Fund, not later than the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day), the amount, if any, required so that the balance therein shall equal the amount necessary for the payment of Operating Expenses coming due for such Month;

(iii) Subject to the provisos below, to the Debt Service Fund, not later than the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day) for the credit to the Debt Service Account, an amount equal to the greater of (A) the Scheduled Debt Service Deposit, as set forth in Schedule II hereto, or (B) the amount necessary to cause an amount equal to the cumulative unpaid Scheduled Debt Service Deposits due through such date to be on deposit therein (without credit for undisbursed Interest Rate Swap Receipts, if any, on deposit therein);

(iv) To the Commodity Swap Payment Fund, on or before the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day), the amount required so that the balance therein shall equal the Commodity Swap Payments due for such Month; and

(v) To the Energy Supplier, not later than the last Business Day of such Month, the amount, if any, required for the repurchase of Put Receivables and the payment of interest on all Put Receivables sold to the Energy Supplier pursuant to the Receivables Purchase Provisions;

provided further, the amount required to be transferred to the Debt Service Account pursuant to clause (iii) above shall be reduced by the amount of investment earnings scheduled to be deposited into the Debt Service Account on or before the last Business Day of such Month.

(b) If, after a scheduled monthly deposit to the Debt Service Account or the Commodity Swap Payment Fund, the balance therein is below the cumulative Scheduled Debt Service Deposits for such month as specified on Schedule II or the Commodity Swap Payments due for such month, respectively, the Trustee shall immediately notify the Issuer of such deficiency and the Trustee shall (i) if the Issuer has not previously done so, cause the Issuer to suspend all deliveries of all quantities of Energy under the Power Supply Contracts to the Project Participant that is in default thereunder, and (ii) promptly give notice to the Energy Supplier to follow the Remarketing Provisions.

(c) On each [__] 1, beginning [____ 1, 20__], after (i) the deposit of Revenues into the Revenue Fund, and (ii) making such transfers, credits and deposits as required by paragraph (a) above, the Trustee shall credit to the General Reserve Fund the remaining balance in the Revenue Fund.

(d) So long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds and Interest Rate Swap Payments, if any, in accordance with their terms (including principal or applicable Sinking Fund Installments and interest thereon), no transfers shall be required to be made to the Debt Service Fund.

Section 5.06. Operating Fund. (a) Amounts credited to the Operating Fund shall be applied from time to time by the Trustee to the payment of (i) first, Rebate Payments, and (ii) second, any other Operating Expenses then due and payable.

(b) Amounts credited to the Operating Fund that the Trustee, on the last Business Day of each Month, determines to be in excess of the requirements of such Fund for such Month, shall be applied to make up any deficiencies in the Debt Service Account. Any balance of such excess not required to be so applied shall be transferred to the Revenue Fund for application in accordance with Section 5.05(a).

Section 5.07. Debt Service Fund—Debt Service Account. (a) The amounts deposited into the Debt Service Account pursuant to Section 5.05(a)(iii) shall be held in such Account and applied to the payment of the Debt Service and any Interest Rate Swap Payments, if any, payable on each Bond Payment Date; *provided* that, for the purposes of computing the amount to be deposited in such Account, there shall be excluded from the required deposit the amount, if any, set aside in the Debt Service Account from the proceeds of Bonds (including amounts, if any, transferred thereto from the Project Fund) for the payment of interest on the Bonds. Such amount set aside shall be applied to Debt Service prior to other monies held within the Debt Service Account.

(b) The Trustee shall pay out of the Debt Service Account to the Paying Agent: (i) on or before each Interest Payment Date, the amount required for the interest on the Bonds payable on such date; (ii) on or before each Bond Payment Date, the Interest Rate Swap Payments, if any, then due, (iii) on or before the Bond Payment Date on which a Principal Installment is due, the amount required for the Principal Installment payable on such date; and (iv) on or before any redemption date, the amount required for the payment of the Redemption Price of and accrued interest on such Bonds then to be redeemed; *provided, however*, that if with respect to any Bonds or portions thereof the amounts due on any such Bond Payment Date and/or redemption date are intended to be paid from a source other than amounts in the Debt Service Account prior to any application of amounts in the Debt Service Account to such payments, then the Trustee (after Written Notice from the Issuer to the Trustee that the Issuer intends to make payments from a source other than amounts in the Debt Service Account) shall not pay any such amounts to the Paying Agent until such amounts have failed to be provided from such other source at the time required and if any such amounts due are paid from such other source the Trustee shall apply the amounts in the Debt Service Account to provide reimbursement for such payment from such other source as provided in the agreement governing reimbursement of such amounts to such other source. Such amounts shall be applied by the Paying Agent on and after the due dates thereof. The Trustee shall also pay out of the Debt Service Account the accrued interest included in the purchase price of Bonds purchased for retirement.

(c) Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) shall, if so directed by the Issuer in a Written Request delivered not less than thirty (30) days before the due date of such Sinking Fund Installment, be applied by the Trustee to (i) the purchase of Bonds of the Series, maturity and tenor for which such Sinking Fund Installment was established, (ii) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms, or (iii) any combination of (i) and (ii). All purchases and redemptions of any Bonds pursuant to this subsection (c) shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the Issuer shall direct the Trustee in writing. The applicable sinking fund Redemption Price (or principal amount of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount of such Account. As soon as practicable after the thirtieth (30th) day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for the redemption on such due date, by giving notice as required by this Indenture, Bonds of the Series, maturity and tenor for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment after making allowance for any Bonds purchased or redeemed pursuant to Section 5.10 which the Issuer has directed the Trustee in writing to apply as a credit against such Sinking Fund Installment as provided in Section 5.10(c). The Trustee shall pay out of the Debt Service Account to the Paying Agent, on or before such redemption date or maturity date, as applicable, the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption or payment, as applicable. All expenses in connection with the purchase or redemption of Bonds shall

be paid by the Issuer in such manner as the Issuer shall direct the Trustee in writing from the Operating Fund.

All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee at its designated corporate trust office when such payment or redemption is made, and such Bonds, together with all Bonds purchased or redeemed pursuant to Section 5.10 that have been delivered to the Trustee for application as a credit against Sinking Fund Installments and all Bonds purchased by the Trustee pursuant to this Section 5.07, shall thereupon be promptly cancelled (or deemed to have been cancelled).

(d) Amounts accumulated in the Debt Service Account with respect to any principal amount of Bonds due on a certain future date for which no Sinking Fund Installments have been established (together with amounts accumulated therein with respect to interest on such Bonds) shall, upon the reasonable prior Written Direction of the Issuer, be applied by the Trustee on or prior to the due date thereof, to (i) the purchase of such Bonds or (ii) the redemption at the principal amount of such Bonds, if then redeemable by their terms. All purchases and redemptions of any Bonds pursuant to this subsection (d) shall be made at prices not exceeding the principal amount of such Bonds plus accrued interest, and such purchases and redemptions shall be made in such manner as the Issuer shall determine. The principal amount of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such due date, for the purpose of calculating the amount of such Account.

(e) The amount deposited in the Debt Service Account on the Issue Date of any Series of Bonds from the proceeds thereof shall be set aside and applied to the payment of interest on such Series of Bonds and related Interest Rate Swap Payments, if any.

(f) In the event of the refunding or defeasance of any Bonds, the Trustee shall, if directed by the Issuer in writing, withdraw from the Debt Service Account all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded or defeased and deposit such amounts with the Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or defeased; *provided* that such withdrawal shall not be made unless immediately thereafter Bonds being refunded or defeased shall be deemed to have been paid pursuant to Section 12.01(b). In the event of such refunding or defeasance, the Issuer may direct the Trustee to withdraw from the Debt Service Account all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded or defeased and deposit such amounts in any Fund or Account hereunder; *provided, however*, that such withdrawal shall not be made unless the Bonds being defeased shall be deemed to have been paid pursuant to Section 12.01(b) and *provided, further*, that, at the time of such withdrawal, there shall exist no deficiency in any Fund or Account held hereunder.

(g) Any amount remaining in the Debt Service Account, to the extent not required to be retained therein for purposes of making future payments, shall be deposited in the Revenue Fund.

Section 5.08. Debt Service Fund–Redemption Account. (a) In the event of an early termination of the Energy Purchase Agreement, the Issuer shall direct the Energy Supplier to pay

the Termination Payment directly to the Trustee for the account of the Issuer. The Trustee shall deposit the Termination Payment into the Redemption Account. Amounts deposited into the Redemption Account shall be applied by the Trustee to the redemption of Outstanding Bonds pursuant to Section 4.01.

(b) Any amounts remaining on deposit in the Redemption Account following the redemption and payment of all Outstanding Bonds shall be applied by the Trustee first to pay any Swap Payment Deficiency, second to repurchase any Put Receivables owned by the Energy Supplier, and third, upon Written Direction of the Issuer to the Trustee, shall be transferred to the Revenue Fund.

(c) For the avoidance of doubt, no Extraordinary Expenses shall be paid from the Redemption Account.

Section 5.09. Commodity Swap Payment Fund. (a) Amounts credited to the Commodity Swap Payment Fund shall be applied from time to time by the Trustee to the payment of the Commodity Swap Payments when due.

(b) Any amount remaining in the Commodity Swap Payment Fund following the payment of the Commodity Swap Payment due in any Month and prior to any deposit therein for the following Month shall be transferred to the Revenue Fund for application in accordance with Section 5.05(a).

Section 5.10. General Reserve Fund. (a) The Trustee shall apply moneys on deposit in the General Reserve Fund in the following amounts and in the following order of priority: *first*, for deposit into the Debt Service Account, the amount necessary (or all of the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in the deposits to such Account required by Section 5.05(a)(iii); *second*, for deposit into the Commodity Swap Payment Fund, the amount necessary to cause the balance therein to equal a Commodity Swap Payment that is then due; and *third* for deposit into the Operating Fund, the amount necessary for the payment of any Operating Expenses then due and payable and for which other funds are not available under this Indenture.

(b) Amounts on deposit in the General Reserve Fund not required to meet a deficiency or to make a deposit as provided in subsection (a) above shall be applied by the Trustee upon the Written Request of the Issuer to the following in the order listed below:

(i) payment of Extraordinary Expenses;

(ii) payment of any fees owed pursuant to any Qualified Investments;

(iii) the repurchase of Put Receivables and the payment of interest on all receivables sold to the Energy Supplier pursuant to the Receivables Purchase Provisions;

(iv) pay the Annual Refund (as defined in the Prepaid Clean Energy Project Administration Agreement) to the Project Participant as determined pursuant to the Prepaid Clean Energy Project Administration Agreement;

(v) the purchase or redemption of Bonds and expenses in connection with the purchase or redemption of such Bonds or any reserves which the Issuer determines shall be required for such purposes; and

(vi) any other lawful purpose of the Issuer under the Act;

provided, however, that, subject to the provisions of subsection (a) of this Section, amounts credited to the General Reserve Fund and required by this Indenture to be applied to the purchase or redemption of Bonds shall be applied to such purpose.

(c) If at any time Bonds of any Series, maturity and tenor for which Sinking Fund Installments shall have been established are (i) purchased or redeemed other than pursuant to Section 5.07(d) or (ii) deemed to have been paid pursuant to Section 12.01(b) and, with respect to such Bonds which have been deemed paid, irrevocable written instructions have been given by the Issuer to the Trustee to redeem or purchase the same on or prior to the due date of the Sinking Fund Installment to be credited under this subsection (c), the Issuer may from time to time and at any time by Written Direction to the Trustee specify the portion, if any, of such Bonds so purchased, redeemed or deemed to have been paid and not previously applied as a credit against any Sinking Fund Installment which are to be credited against future Sinking Fund Installments. Such direction shall specify the amounts of such Bonds to be applied as a credit against each Sinking Fund Installment or Installments and the particular Sinking Fund Installment or Installments against which such Bonds are to be applied as a credit; *provided, however*, that none of such Bonds may be applied as a credit against a Sinking Fund Installment to become due less than thirty (30) days after such written notice is delivered to the Trustee. All such Bonds to be applied as a credit shall be surrendered to the Trustee for cancellation on or prior to the due date of the Sinking Fund Installment against which they are being applied as a credit. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

Section 5.11. Energy Remarketing Reserve Fund. There shall be paid by the Trustee into the Remediation Account of the Energy Remarketing Reserve Fund, and within such Remediation Account the subaccount applicable to each Project Participant, the amounts, as directed in a Written Direction of the Issuer, specified in Section 5(e)(i) of the Remarketing Provisions. In the case of a Remediation Remarketing (as defined in the Remarketing Provisions) pursuant to Section 8 of the Remarketing Provisions, amounts shall be released from the applicable subaccount of the Remediation Account upon such remarketing and applied pursuant to a Written Direction of the Issuer as follows: (a) if the proceeds received by the Trustee from the remarketing equal or exceed the Remediation Remarketing Purchase Price, the portion of the applicable subaccount of the Remediation Account allocable to such remarketing shall be transferred to the General Reserve Fund, and (b) if the proceeds received by the Trustee from the remarketing are less than the Remediation Remarketing Purchase Price, then (x) the portion of the applicable subaccount of the Remediation Account of the Energy Remarketing Reserve Fund allocable to such remarketing shall be used to make a payment to the Energy Supplier in an amount equal to the excess of such Remediation Remarketing Purchase Price over such proceeds received by the Issuer from the remarketing, and (y) any remaining amounts allocable to such remarketing shall be transferred to

the General Reserve Fund. For purposes of this Section 5.11(a), the portion of the applicable subaccount of the Remediation Account of the Energy Remarketing Reserve Fund specified in writing by the Issuer to the Trustee as the amount allocable to a remarketing shall consist of the product of (i) a fraction, the numerator of which is the purchase price of the Energy to be remarketed, and the denominator of which is the aggregate amount previously received by the Issuer from the sale of such Energy in Non-Private Business Sales (as defined in the Remarketing Provisions) or Private Business Sales (as defined in the Remarketing Provisions) that, as of the time of the remarketing, has not been remediated in accordance with Section 8 of the Remarketing Provisions, multiplied by (ii) the balance of the applicable subaccount of the Remediation Account of the Energy Remarketing Reserve Fund at the time of the remarketing.

Section 5.12. Assignment Payment Fund. In connection with the issuance of Refunding Bonds, any Assignment Payment received from the Energy Supplier (or the Master Custodian on its behalf) shall be deposited into the Assignment Payment Fund to be transferred to the replacement energy supplier, *provided, however*, that if the existing Bonds have not been redeemed or defeased on or before the Mandatory Purchase Date, in whole, by the Refunding Bonds, all or a portion of the Assignment Payment shall be transferred to the Trustee for deposit as directed by the Issuer in writing to the Redemption Account in Section 5.08, along with the proceeds of the Refunding Bonds, in order to redeem all of the Outstanding Bonds.

Section 5.13. Purchases of Bonds. Except as otherwise provided in Section 5.07, any purchase of Bonds (or portions thereof) by or at the direction of the Issuer pursuant to this Indenture may be made with or without tenders of Bonds and at either public or private sale, in such manner as the Issuer may determine.

Section 5.14. Administrative Fee Fund. All Project Administration Fees, together with any amounts paid by the Project Participant pursuant to the Prepaid Clean Energy Project Administration Agreement, shall be deposited by the Trustee into the Administrative Fee Fund. The Trustee shall apply amounts on deposit in the Administrative Fee Fund to pay Operating Expenses promptly upon receipt of a Written Request of the Issuer directing such payment. In the event amounts on deposit in the Administrative Fee Fund are insufficient to make any payments directed in the Written Request of the Issuer, the Trustee shall promptly notify each Project Participant, at its respective address shown on Schedule I attached hereto, of the fact and amount of such deficiency.

ARTICLE VI

DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 6.01. Depositories. (a) All moneys held by the Trustee under the provisions of this Indenture shall constitute trust funds and the Trustee may deposit such moneys with one or more Depositories in trust for the parties secured hereunder. All moneys deposited under the provisions of this Indenture with the Trustee or any Depository shall be held in trust and applied only in accordance with the provisions of this Indenture; provided, however, that the Trustee shall be entitled to rely, without verification, on any certificate of a bank, trust company, national banking association or other entity that certifies that it meets the requirements for being a

Depository of moneys hereunder and shall not be responsible for any monitoring of such requirements after the initial deposit of any moneys pursuant to the provisions of this Indenture.

(b) Each Depository shall be a bank or trust company organized under the laws of any state of the United States or a national banking association having capital stock, surplus and undivided earnings of $50,000,000 or more, and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of this Indenture; *provided, however*, that the Trustee shall be entitled to rely, without verification, on any certificate of a bank, trust company, national banking association or other entity that certifies that it meets the requirements for being a Depository of moneys hereunder and shall not be responsible for any monitoring of such requirements after the initial deposit of any moneys pursuant to the provisions of this Indenture.

Section 6.02. Deposits. (a) All Revenues and moneys held by any Depository under this Indenture may be placed on demand or time deposit, if and as directed by the Issuer in writing, *provided* that such deposits shall permit the moneys so held to be available for use at the time when needed. Any such deposit may be made in the commercial banking department of any Fiduciary, which may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary. All moneys held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department on demand or, if and to the extent directed by the Issuer in writing and acceptable to such Fiduciary, on time deposit, *provided* that such moneys on deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

(b) All moneys held under this Indenture by the Trustee, the Issuer or any Depository shall be held in such manner as may then be required by applicable federal or State laws and regulations and applicable state laws and regulations of the state in which such Depository is located, regarding security for, or granting a preference in the case of, the deposit of public or trust funds or, in the absence of such laws and regulations, shall be either (i) continuously or fully insured by the Federal Deposit Insurance Corporation, or (ii) continuously and fully secured, to the extent not insured by the Federal Deposit Insurance Corporation, by lodging with the Trustee, as custodian, as collateral security, Qualified Investments having a market value (exclusive of accrued interest) not less than the amount of such moneys (or portion thereof not insured by the Federal Deposit Insurance Corporation); *provided, however*, that, to the extent permitted by law, it shall not be necessary for the Fiduciaries to give security under this subsection (b) for the deposit of any moneys with them held in trust and set aside by them for the payment of the principal or Redemption Price of or interest on any Bonds, or for the Trustee, the Issuer or any Depository to give security for any moneys which shall be represented by obligations or certificates of deposit purchased as an investment of such moneys.

(c) All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund or Account to which such moneys belong and, except as provided with respect to the investment of moneys in Qualified Investments in Section 6.03, the moneys credited to each particular Fund or Account shall be kept separate and apart from, and not commingled with, any moneys credited to any other Fund or Account or any other moneys deposited with the Trustee, the Issuer and each Depository, except as provided in Section 6.03.

Section 6.03. Investment of Certain Funds. Moneys held in the Debt Service Account shall be invested and reinvested by the Trustee at the Written Direction of the Issuer to the fullest extent practicable in Qualified Investments specified in such Written Direction which mature or are payable not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Accounts and may take the form of a Debt Service Fund Agreement. To the extent moneys held in the Debt Service Account are invested in a Debt Service Fund Agreement, the Issuer covenants and agrees that it will not consent or agree to or permit any assignment of, rescission of or amendment to or otherwise take any action under or in connection with such Debt Service Fund Agreement without the written consent of the Trustee and the delivery to the Trustee of a Rating Confirmation with respect to such amendment. Moneys held in the Revenue Fund and the Project Fund may be invested and reinvested by the Trustee at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. Moneys in the Operating Fund (other than moneys in the Operating Fund held with respect to Rebate Payments) may be invested at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction which mature within twelve months or which provide funds as needed; moneys held in the Operating Fund with respect to Rebate Payments shall be invested at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction at fair market value; and moneys in the General Reserve Fund and the Energy Remarketing Reserve Fund may be invested at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction; in any case the Qualified Investments in such Funds or in the Accounts therein shall mature not later than such times as shall be necessary to provide moneys when needed to provide payments from such Funds or Accounts. The Trustee shall only be required to make investments of moneys held by it in the Funds and Accounts established under this Indenture in accordance with Written Directions received by the Trustee from any Authorized Officer of the Issuer and may rely on such investment directions without verifying the suitability or legality of such investment and any deposit or investment directed by the Issuer shall constitute a certification by the Issuer that the assets so deposited or to be purchased pursuant to such directions are Qualified Investments. In making any investment in any Qualified Investments with moneys in any Fund or Account established under this Indenture, the Issuer may give Written Direction to the Trustee to combine such moneys with moneys in any other Fund or Account, but solely for purposes of making such investment in such Qualified Investments.

The Trustee shall only be required to make investments of moneys held by it in the Funds and Accounts established under this Indenture in accordance with Written Directions received by the Trustee from any Authorized Officer of the Issuer. The Trustee shall be entitled to rely in good faith on any Written Direction of the Issuer as to the suitability and legality of the directed investment and any deposit or investment directed by the Issuer shall constitute a certification by the Issuer that the assets so deposited or to be purchased pursuant to such directions are Qualified Investments. In making any investment in any Qualified Investments with moneys in any Fund or Account established under this Indenture, the Issuer may give Written Direction to the Trustee to combine such moneys with moneys in any other Fund or Account, but solely for purposes of making such investment in such Qualified Investments.

Interest earned on any moneys or investments in the Funds and Accounts established hereunder shall be paid into the Revenue Fund, other than interest earned on any moneys or

investments in (i) the Redemption Account in the Debt Service Fund, (ii) the Operating Fund relating to Rebate Payments, (iii) the Energy Remarketing Reserve Fund, and (iv) the Administrative Fee Fund. Such interest shall be held in such respective Fund or Account for the purposes thereof. If no written investment directions have been delivered to the Trustee for any Fund or Account, moneys shall be held there uninvested by the Trustee.

Nothing in this Indenture shall prevent any Qualified Investments acquired as investments of or security for Funds held under this Indenture from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Nothing in this Indenture shall preclude the Trustee from investing or reinvesting moneys that it holds in the Funds and Accounts established pursuant to this Indenture through its bond department; *provided, however*, that the Issuer may, in its discretion, give a Written Direction to the Trustee that such moneys be invested or reinvested in a manner other than through such bond department.

To the extent any Qualified Investment is insured, guaranteed or otherwise supported by any secondary facility, the Trustee shall make a claim under such facility at such time as shall be required to receive payment thereunder not later than the date required to make any necessary deposit pursuant to Section 5.05 or Section 5.09 or otherwise under Article V.

Section 6.04. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any Fund created under the provisions of this Indenture shall be deemed at all times to be a part of such Fund and any profit realized from the liquidation of such investment shall be credited to such Fund, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund.

In computing the amount in any Fund created under the provisions of this Indenture for any purpose provided in this Indenture, obligations purchased as an investment of moneys therein shall be valued at the lower of market value or the amortized cost thereof. The accrued interest paid in connection with the purchase of any obligation shall be included in the value thereof until interest on such obligation is paid. Such computation shall be determined at the Written Direction of the Issuer to the Trustee as of each Principal Installment payment date and at such other times as the Issuer shall reasonably determine. Guaranteed investment contracts or similar agreements shall be valued at their face value to the extent that they provide for withdrawals without market adjustment or penalty when they are required to provide payment pursuant to this Indenture.

Except as otherwise provided in this Indenture, the Trustee shall use reasonable efforts to sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be requested to do so by a Written Request of the Issuer. Whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund held by the Trustee or the Issuer, the Issuer or the Trustee at the Written Direction of the Issuer shall use reasonable efforts to sell at the best price obtainable or present for redemption such obligation or obligations designated by an Authorized Officer in a Written Direction of the Issuer to the Trustee as necessary to provide sufficient moneys for such payment or transfer. The Issuer acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the Issuer the right to receive from the Trustee brokerage confirmations of

security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall not be required to provide any brokerage information.

The Trustee shall not be liable or responsible for any loss, fee, tax or other charge resulting from any such investment, sale or presentation for redemption made in the manner provided above in Section 6.02, Section 6.03 or Section 6.04. In the event of any such loss, fee, tax or other charge, the Issuer shall pay such amount to the Trustee to be credited as part of the monies originally invested.

ARTICLE VII

PARTICULAR COVENANTS OF THE ISSUER

The Issuer covenants and agrees with the Trustee and the Bondholders as follows:

Section 7.01. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid, but solely from the Trust Estate, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner provided in the Bonds, according to the true intent and meaning thereof.

Section 7.02. Extension of Payment of Bonds. The Issuer shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to any payment out of Revenues or Funds established by this Indenture, including the investment income, if any, thereof, pledged under this Indenture or the moneys (except moneys held in trust for the payment of particular Bonds or claims for interest pursuant to this Indenture) held by the Fiduciaries, except subject to the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

Section 7.03. Offices for Servicing Bonds. Pursuant to Section 2.02, the Issuer has appointed the Trustee as Bond Registrar and Paying Agent for the Bonds and the Trustee hereby accepts such appointments. The Trustee shall at all times maintain one or more agencies or offices where Bonds may be presented for registration exchange or transfer, where principal and Redemption Price of and interest on the Bonds may be paid, where reports, statements and other documents furnished to the Trustee hereunder may be inspected and where notices, demands and other documents may be served upon the Issuer in respect of the Bonds or of this Indenture, and the Trustee shall continuously maintain or make arrangements to provide such services. The Issuer shall maintain one or more offices or agencies where notices, demands and other documents may be served upon the Issuer in respect of the Bonds or this Indenture, and the Issuer shall continuously maintain or make arrangements to provide such services.

Section 7.04. Further Assurance. At any and all times the Issuer shall, as far as it may be authorized by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Revenues and other moneys, securities and funds hereby pledged, or intended so to be, or which the Issuer may become bound to pledge.

Section 7.05. Power To Issue Bonds and Pledge the Trust Estate. The Issuer is duly authorized under all applicable laws to create and issue the Bonds and to execute and deliver this Indenture and to pledge the Trust Estate, in the manner and to the extent provided in this Indenture. Except to the extent otherwise provided in or contemplated by this Indenture, the Trust Estate will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the security interest, the pledge and assignment created by this Indenture, and all action on the part of the Issuer to that end has been and will be duly and validly taken. The Bonds and the provisions of this Indenture are and will be the valid and legally enforceable limited obligations of the Issuer in accordance with their terms and the terms of this Indenture. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other moneys, securities and funds pledged under this Indenture and all the rights of the Bondholders under this Indenture against all claims and demands of all Persons whomsoever.

Section 7.06. Power To Fix and Collect Fees and Charges for the Sale of Energy. The Issuer has, and, to the extent permitted by law, will have as long as any Bonds are Outstanding, good right and lawful power to fix, establish, maintain and collect fees and charges for the sale of Energy or otherwise with respect to the Clean Energy Project, subject to the terms of the Power Supply Contracts.

Section 7.07. Creation of Liens. Except as expressly permitted under the terms of this Indenture, for so long as any Bonds are Outstanding, the Issuer shall not, without a Rating Confirmation, issue any bonds, notes, debentures or other evidences of indebtedness of similar nature payable from or secured by a pledge and assignment of the Trust Estate, other than the Bonds and bonds, notes, debentures or other evidences of indebtedness issued to refund Outstanding Bonds, or otherwise incur obligations other than those contemplated by this Indenture, the Energy Purchase Agreement, the Power Supply Contracts, the Issuer Custodial Agreement, the Commodity Swap, any Interest Rate Swap and any documents or agreements relating to any of the foregoing (including, but not limited to, obligations under Qualified Investments), payable out of or secured by a pledge or assignment of, or lien on, the Trust Estate; and, except as expressly permitted under the terms of this Indenture, shall not, without a Rating Confirmation, create or cause to be created any lien or charge on the Trust Estate except as provided in or contemplated by this Indenture, the Energy Purchase Agreement, the Power Supply Contracts, the Issuer Custodial Agreement, the Commodity Swap, any Interest Rate Swap and any documents or agreements relating to any of the foregoing (including, but not limited to, obligations under Qualified Investments); provided, however, that nothing contained in this Indenture shall prevent the Issuer from entering into or issuing, if and to the extent permitted by law (A) evidences of indebtedness (1) payable out of moneys in the Project Fund as part of the Cost of Acquisition or (2) payable out of or secured by a pledge and assignment of the Trust Estate or any part thereof to

be derived on and after such date as the pledge of the Trust Estate provided in this Indenture shall be discharged and satisfied as provided in Section 12.01, or (B) Commodity Swap and any Interest Rate Swap upon the terms and conditions set forth herein.

Section 7.08. [Reserved].

Section 7.09. Limitations on Operating Expenses and Other Costs. The Issuer shall not incur Operating Expenses in any Fiscal Year in excess of the reasonable and necessary amount of such Operating Expenses.

Section 7.10. Amendments to Power Supply Contracts. The Issuer will not consent or agree to or permit any termination or rescission of, assignment or novation (in whole or in part) by a Project Participant of, or amendment to or otherwise take any action under or in connection with any Power Supply Contract that will impair the ability of the Issuer to collect Revenues in each Fiscal Year which, together with the other amounts available therefor, shall provide an amount sufficient to pay:

(a) The amount estimated by the Issuer to be required to be paid during such Fiscal Year into the Operating Fund;

(b) The amounts, if any, required to be paid during such Fiscal Year into the Debt Service Fund other than any such amounts which the Issuer anticipates shall be transferred from other Funds or Accounts;

(c) The amounts, if any, to be paid during such Fiscal Year into any other Fund established under Section 5.02; and

(d) All other charges or liens whatsoever payable out of Revenues during such Fiscal Year;

provided that:

(i) the Issuer may take any other action under or in connection with the Power Supply Contracts that is expressly permitted pursuant to the provisions thereof;

(ii) the Issuer and a Project Participant may amend the Power Supply Contracts to change any Delivery Point (as defined and provided therein);

(iii) a Power Supply Contract may be amended upon receipt of (A) a Rating Confirmation with respect to such amendment, and (B) to the extent such amendment would have a material adverse effect (including, but not limited to, a change in the timing of payments, the source of such payments, or the Issuer's rights of collection thereof) upon the Receivables Purchase Provisions or a Commodity Swap, the consent of the Energy Supplier or applicable Commodity Swap Counterparty, respectively, such consent not to be unreasonably withheld or delayed;

(iv) the Issuer may agree to an assignment or novation of all or a portion of a Project Participant's rights and obligations under a Power Supply Contract upon

(A) compliance with the restrictions on assignment set forth in such Power Supply Contract, and (B) receipt of a Rating Confirmation with respect to such assignment or novation; and

(v) a Power Supply Contract may also be amended in connection with a remediation pursuant to Section 18.3(b) of the Energy Purchase Agreement.

Section 7.11. Power Supply Contract; Energy Remarketing. (a) The Issuer shall cause all Revenues payable by the Project Participants under the Power Supply Contracts to be payable directly to the Trustee for deposit into the Revenue Fund or custodial accounts established pursuant to Section 5.02(b). The Issuer shall enforce the provisions of the Power Supply Contracts, as well as any other contract or contracts entered into relating to the Clean Energy Project, and duly perform its covenants and agreements thereunder.

(b) In the event that any Project Participant fails to pay when due any amounts owed to the Issuer under a Power Supply Contract, the Issuer shall:

(i) promptly exercise its right to suspend all Energy deliveries to such Project Participant; and

(ii) promptly give notice to the Energy Supplier to follow the provisions set forth in the Remarketing Exhibit to the Energy Purchase Agreement for each Month of such suspension with respect to the quantities of Energy for which deliveries have been suspended.

(c) In the event that any Project Participant delivers a Remarketing Election Notice (as defined in each Power Supply Contract) in respect of any Reset Period, then the Issuer will promptly give notice to the Energy Supplier to follow the provisions set forth in the Remarketing Provisions for each month of such Reset Period with respect to any quantities of Energy that would otherwise have been delivered to such Project Participant.

(d) For the avoidance of doubt, as of the date of this Indenture, the Power Supply Contracts with the Project Participants set forth on Schedule I shall be the only Power Supply Contracts until such time, if any, that an assignment or novation occurs in accordance with the requirements set forth above. Without prejudice to the rights of the Energy Supplier to remarket Energy under the Energy Purchase Agreement or to an assignment or novation of a Power Supply Contract in compliance with this Section 7.11, the Issuer may sell the quantities of Energy to be delivered under the Energy Purchase Agreement only pursuant to the Power Supply Contracts. A copy of each Power Supply Contract and any amendment to a Power Supply Contract, certified by an Authorized Officer, shall be filed with the Trustee.

Section 7.12. Energy Purchase Agreement. (a)The Issuer shall enforce the provisions of the Energy Purchase Agreement and duly perform its covenants and agreements thereunder.

(b) The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of the Energy Supplier under the Energy Purchase Agreement. The Issuer shall provide the Trustee with Written Notice of the Early Termination

Payment Date (i) on the date on which a Failed Remarketing occurs, and (ii) in all other cases, not more than five (5) Business Days after such date is determined.

(c) The Issuer will not consent or agree to or permit any assignment of, rescission of or amendment to or otherwise take any action under or in connection with the Energy Purchase Agreement which will in any manner materially impair or materially adversely affect the rights of the Issuer thereunder or the rights or security of the Bondholders under this Indenture; *provided* that the Energy Purchase Agreement may be assigned or amended without Bondholder consent upon receipt of a Rating Confirmation with respect to such assignment or amendment. The Energy Purchase Agreement may also be amended in connection with a remediation pursuant to Section 18.3(b) of the Energy Purchase Agreement. Copies of the Energy Purchase Agreement and any amendments thereto, certified by an Authorized Officer, shall be filed with the Trustee.

(d) The Issuer has the right, pursuant to the Energy Supplier LLCA to appoint a director (the "Issuer-Appointed Director") to the board of directors of the Energy Supplier. In any vote that comes before the board of directors of the Energy Supplier regarding the Energy Supplier Documents, the Issuer shall instruct the Issuer-Appointed Director to exercise its voting rights in favor of the Energy Supplier (i) observing and performing its obligations under the Energy Purchase Agreement and (ii) enforcing the provisions of the other Energy Supplier Documents and (iii) not permitting any assignment of, rescission of or amendment to or waiver of the Energy Supplier Documents which will in any manner materially impair or materially adversely affect the rights of the Issuer thereunder or the rights or security of the Bondholders under this Indenture.

Section 7.13. [Reserved].

Section 7.14. Commodity Swap. The Issuer shall cause all Commodity Swap Receipts and any other amounts payable to the Issuer pursuant to the Commodity Swap to be collected and paid directly to the Trustee for deposit into the Revenue Fund. The Issuer shall enforce the provisions of the Commodity Swap and duly perform its covenants and agreements thereunder. The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of a Commodity Swap Counterparty under a Commodity Swap. The Issuer will not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with a Commodity Swap that will impair the ability of the Issuer to comply during the current or any future year with the provisions hereof. The Issuer shall only exercise its right to terminate a Commodity Swap in compliance with Section 2.12(b). A copy of each Commodity Swap certified by an Authorized Officer shall be filed with the Trustee, and a copy of any amendment to a Commodity Swap, certified by an Authorized Officer, shall be filed with the Trustee.

Section 7.15. Interest Rate Swap. The Issuer shall cause all Interest Rate Swap Receipts or other amounts payable to the Issuer pursuant to the Interest Rate Swap to be collected and paid to the Trustee for deposit into the Debt Service Account. The Issuer shall enforce the provisions of the Interest Rate Swap and duly perform its covenants and agreements thereunder. The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of the Interest Rate Swap Counterparty under the Interest Rate Swap. The Issuer will not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with the Interest Rate Swap that will impair the ability of the

Issuer to comply during the current or any future year with the provisions hereof. The Issuer shall only exercise its right to terminate the Interest Rate Swap in compliance with Section 2.13(b). A copy of the Interest Rate Swap certified by an Authorized Officer shall be filed with the Trustee, and a copy of any amendment to the Interest Rate Swap, certified by an Authorized Officer, shall be filed with the Trustee.

Section 7.16. Accounts and Reports. (a) The Issuer shall keep or cause to be kept with respect to the Clean Energy Project proper books of record and account (separate from all other records and accounts) in accordance with generally accepted accounting principles, as such may be modified by the provisions of this Indenture, in which complete and correct entries shall be made of its transactions relating to the Clean Energy Project, the amount of Revenues and the application thereof and each Fund and Account established under this Indenture and relating to its costs and charges under the Power Supply Contracts and any other contracts for the sale or purchase of Energy, and which, together with the Energy Purchase Agreement and all contracts and all other books and papers of the Issuer relating to the Clean Energy Project, shall, subject to the terms thereof, at all times during regular business hours be subject to the inspection of the Trustee and the Holders of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

(b) The Trustee shall advise the Issuer promptly after the end of each month of the respective transactions during such month relating to each Fund and Account held by it under this Indenture.

(c) The Issuer shall file with the Trustee (i) forthwith upon becoming aware of any Event of Default or default in the performance by the Issuer of any covenant, agreement or condition contained in this Indenture, a Written Certificate of the Issuer and specifying such Event of Default or default and (ii) within 180 days after the end of each Fiscal Year, commencing with the first Fiscal Year ending following the issuance of the Bonds, a Written Certificate of the Issuer signed by an appropriate Authorized Officer stating whether, to the best of such Authorized Officer's knowledge and belief, the Issuer has kept, observed, performed and fulfilled its covenants and obligations contained in this Indenture and that there does not exist at the date of such certificate any default by the Issuer under this Indenture or any Event of Default or other event which, with the lapse of time specified in Section 8.01, would become an Event of Default, or, if any such default or Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

(d) The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of this Indenture shall be available for the inspection of Bondholders at all times during regular business hours at the designated corporate trust office of the Trustee (upon reasonable prior written notice of inspection delivered to the Trustee), subject to such reasonable regulations as the Trustee may from time to time determine to be advisable or required by law, and shall be mailed to each Bondholder who shall file a written request therefor with the Issuer. The Issuer may charge each Bondholder requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

Section 7.17. Payment of Taxes and Charges. The Issuer will from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental

charges, or required payments in lieu thereof, lawfully imposed upon the properties of the Issuer or upon the rights, revenues, income, receipts, and other moneys, securities and funds of the Issuer when the same shall become due (including all rights, moneys and other property transferred, assigned or pledged under this Indenture), and all lawful claims for labor and material and supplies, except those taxes, assessments, charges or claims which the Issuer shall in good faith contest by proper legal proceedings if the Issuer shall in all such cases have set aside on its books reserves deemed adequate by the Issuer with respect thereto.

Section 7.18. Tax Covenants. (a) The Issuer covenants that it shall not take any action, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any of the Bonds under Section 103 of the Internal Revenue Code and the applicable Treasury Regulations promulgated thereunder or, as applicable, would adversely affect the Subsidy Payments or receipt thereof by the Issuer or the Trustee. Without limiting the generality of the foregoing, the Issuer covenants that it will (i) comply with the instructions and requirements of the Tax Agreement and (ii) exercise commercially reasonable efforts to cause the Bonds to be redeemed (A) in such amount as may be necessary to maintain the exclusion from federal gross income of interest on the Bonds and (B) in whole in the event that interest on the Bonds becomes includible in federal gross income. The Issuer further agrees to follow any directions provided by Special Tax Counsel with respect to any such redemption. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the Issuer is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Issuer shall so instruct the Trustee in writing as to the specific actions to be taken, and the Trustee shall take such action as specified in such instructions.

(c) Notwithstanding any other provisions of this Section, if the Issuer shall provide to the Trustee an Opinion of Special Tax Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds or the qualification of the Issuer to receive Subsidy Payments with respect to the applicable Series of Bonds, the Issuer and the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Agreement, and the covenants hereunder shall be deemed to be modified to that extent.

(d) Notwithstanding any other provision of this Indenture to the contrary, upon the Issuer's failure to observe or refusal to comply with the above covenants, the Holders of the Bonds, or the Trustee acting on their behalf pursuant to their written request and direction, shall be entitled to the rights and remedies provided to Bondholders under this Indenture based upon the Issuer's failure to observe, or refusal to comply with, the above covenants. In connection with any action taken by it under this Section, the Trustee shall have the benefit of all of the protective provisions set forth in Article IX.

Section 7.19. General. (a) The Issuer shall at all times maintain its existence and shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Issuer under the provisions of the Act and this Indenture.

(b) The Issuer shall not consolidate or amalgamate with, or merge with or into, or transfer all or substantially all its assets to (other than the sale in the normal course of business of Energy to the Project Participants pursuant to the Power Supply Contracts), or reorganize, reincorporate or reconstitute into or as, another entity unless, (i) prior to such event, the Issuer receives confirmation from each Commodity Swap Counterparty that such event does not trigger a termination event under Section 5(b)(iv) of the respective Commodity Swap and confirmation from the Interest Rate Swap Counterparty that such event does not trigger a termination event under Section 5(b)(iv) of the Interest Rate Swap; and (ii) at the time of such consolidation, amalgamation, merger, transfer, reorganization, reincorporation or reconstitution, the resulting, surviving or transferee entity assumes all the obligations of the Issuer under the Commodity Swap and the Interest Rate Swap.

(c) The Issuer shall not take any action, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or inaction would adversely affect the ratings on the Bonds.

(d) Upon the date of authentication and delivery of any of the Bonds, all conditions, acts and things required by law and this Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed, and the issuance of such Bonds, together with all other obligations of the Issuer, shall comply in all respects with the applicable laws of the State.

Section 7.20. Bankruptcy. To the extent permitted by law, the Issuer shall not, prior to the date which is one year and one day after the termination of this Indenture, acquiesce, petition, or otherwise invoke the process of any court or government authority for the purpose of commencing or sustaining a case under any federal or state bankruptcy, insolvency, or similar law or appointing a receiver, liquidator, assignee, trustee, custodian or sequestrator for any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer. This covenant shall survive the termination of this Indenture.

Section 7.21. [Reserved].

Section 7.22. [Reserved].

Section 7.23. Avoidance of Failed Remarketing. The Issuer covenants that it will exercise commercially reasonable efforts to avoid a Failed Remarketing.

Section 7.24. Extended Final Maturity Date. Unless the Issuer (a) redeems the Series 20[__] Bonds before their Final Maturity Date pursuant to Section 4.01 or Section 4.03 or (b) reasonably concludes that an Acceleration Event or an Energy Delivery Termination Event will occur under Section 17.4 of the Energy Purchase Agreement on or before the Final Maturity Date, the Issuer will use its commercially reasonable efforts to (i) either exercise its rights under Section 4.13(b) to cause a mandatory tender of the Series 20[__] Bonds to occur before the Final Maturity Date or exercise its rights under Section 2.02(f) to extend the Final Maturity Date of the Series 20[__] Bonds, and (ii) either commence a new Term Rate Period or convert the Series 20[__] Bonds to a different Interest Rate Period. The Issuer acknowledges and agrees that its obligations under this Section 7.24 shall continue in effect until such time as the Final Maturity Date of the

Series 20[__] Bonds has been extended to the date that corresponds to the end of the Delivery Period under the Energy Purchase Agreements (i.e., the first day of the second Month following the end of such Delivery Period).

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) default shall be made in the due and punctual payment of the principal or Redemption Price or Purchase Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or tender, or otherwise;

(b) default shall be made in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment therefor (except when such Sinking Fund Installment is due on the maturity date of such Bond), when and as such interest installment or Sinking Fund Installment shall become due and payable;

(c) default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, and such default shall continue for a period of 60 days or, if such default cannot reasonably be remedied within such 60-day period, such longer period so long as diligent efforts are being made to remedy such default, after written notice thereof specifying such default and requiring that it shall have been remedied and stating that such notice is a "Notice of Default" hereunder is given to the Issuer by the Trustee or to the Issuer and to the Trustee by the Holders of not less than 10% in principal amount of the Bonds Outstanding;

(d) default shall be made in the due and punctual payment of any Commodity Swap Payment or Interest Rate Swap Payment when and as the same shall become due and payable;

(e) the Issuer shall commence a voluntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (*provided, however*, that such event shall not constitute an Event of Default hereunder unless in addition, (i) the Issuer is unable to meet its debts with respect to the Clean Energy Project as such debts mature or (ii) any plan of adjustment or other action in such proceeding would affect in any way the Revenues or the Clean Energy Project, or shall authorize, apply for or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Clean Energy Project, or any part thereof, and/or the rents, fees, charges or other revenues therefrom, or shall make any general assignment for the benefit of creditors, or shall make a written declaration or admission to the effect that it is unable to meet its debts with respect to the Clean Energy

Project as such debts mature, or shall authorize or take any action in furtherance of any of the foregoing;

(f) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Issuer in an involuntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (*provided, however*, that such event shall not constitute an Event of Default hereunder unless in addition, (i) the Issuer is unable to meet its debts with respect to the Clean Energy Project as such debts mature or (ii) any plan of adjustment or other action in such proceeding would affect in any way the Revenues or the Clean Energy Project, or a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Clean Energy Project, or any part thereof, and/or the rents, fees, charges or other revenues therefor, or a decree or order for the dissolution, liquidation or winding up of the Issuer and its affairs or a decree or order finding or determining that the Issuer is unable to meet its debts with respect to the Clean Energy Project as such debts mature, and any such decree or order shall remain unstayed and in effect for a period of 90 consecutive days; and

(g) there shall occur any other Event of Default specified in a Supplemental Indenture.

Section 8.02. Accounting and Examination of Records After Default. (a) The Issuer covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and accounts of the Issuer and all other records relating to the Clean Energy Project shall at all times during regular business hours be subject to the inspection and use of the Trustee and of its agents and attorneys.

(b) The Issuer covenants that if an Event of Default shall have happened and shall not have been remedied, the Issuer, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under this Indenture for such period as shall be stated in such demand.

Section 8.03. Enforcement of Agreements; Application of Moneys after Default. (a) The Issuer covenants that, if an Event of Default shall have occurred and be continuing, it shall upon the demand of the Trustee (i) take such additional actions on its part as shall be necessary to cause all Project Participants to make payments of all amounts due under the Power Supply Contracts to the Trustee, (ii) take such additional actions on its part as shall be necessary to cause the Commodity Swap Counterparty to make payment of all amounts due under the Commodity Swap directly to the Trustee, (iii) take such additional actions on its part as shall be necessary to cause the Interest Rate Swap Counterparty to make payment of all amounts due under the Interest Rate Swap directly to the Trustee, (iv) execute and deliver such additional instruments that may be necessary to establish or confirm its pledge and assignment to the Trustee of its rights and remedies afforded the Issuer under the Power Supply Contracts, and (v) pay over or cause to be paid over to the Trustee any Revenues which have not been paid directly to the Trustee as promptly as practicable after receipt thereof. In addition, to secure its obligations under this Indenture, the Issuer hereby irrevocably pledges and collaterally assigns to the Trustee the Issuer's rights to issue notices (including notices to direct the remarketing of Energy) and to take any other actions that

the Issuer is required or permitted to take under the Energy Purchase Agreement, the Power Supply Contracts, the Commodity Swap and any Interest Rate Swap, and, while an Event of Default has occurred and is continuing under this Indenture, the Trustee is hereby authorized and directed, and shall have the authority, to take any such actions as it deems necessary under the Energy Purchase Agreement, the Power Supply Contracts, the Commodity Swap and any Interest Rate Swap. Notwithstanding this authorization, the Issuer shall retain, in the absence of any conflicting action by the Trustee while an Event of Default has occurred and is continuing, the right and obligation to exercise any rights which it has pledged and collaterally assigned to the Trustee in accordance with the foregoing; provided, however, if an Event of Default has occurred and is continuing, the Trustee shall have the right to notify the Issuer to cease exercising such rights and, upon receipt of such notice with a copy provided to the Energy Supplier under the Energy Purchase Agreement, the Project Participants under the Power Supply Contracts, and the Commodity Swap Counterparty under the Commodity Swap, subject to the rights of the Energy Supplier with respect to the Power Supply Contracts as set forth in the Receivables Purchase Provisions, the Trustee shall have exclusive authority to exercise such rights until such time as the Event of Default has been cured pursuant to the terms of this Indenture or the Trustee issues a subsequent notice otherwise. For the avoidance of doubt, the Energy Purchase Agreement, the Power Supply Contracts and the Commodity Swap may be amended at any time for changes in Delivery Points as provided therein, without the consent of the Bondholders, any parties other than those to the relevant agreement, and without the provision of opinions or other process hereunder.

(b) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Article in accordance with Article V of this Indenture, after the payment of the fees, charges, expenses and liabilities of the Fiduciaries (including court costs and the fees and expenses of the Fiduciaries' counsel) payable to or incurred by the Fiduciaries in connection with the performance of their duties and the exercise of their rights hereunder, *provided* that (1) moneys held in the Debt Service Account shall not be used for purposes other than payment of the interest and principal or Redemption Price then due on the Bonds and the payment of Interest Rate Swap Payments then due under the Interest Rate Swap, (2) moneys in the Commodity Swap Payment Fund shall be used first to pay any Commodity Swap Payments then due, (3) moneys held in the General Reserve Fund shall not be used other than for the payment of the items specified in Section 5.10(a), and (4) moneys held in the Administrative Fee Fund shall not be used other than as specified in Section 5.14.

(c) If and whenever all overdue installments of interest on all Bonds, together with the charges, expenses and liabilities of the Fiduciaries, and all other sums payable or secured by the Issuer under this Indenture, including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the Issuer, or provisions satisfactory to the Trustee shall be made for such payment, and all defaults under this Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Issuer all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Indenture, particularly Section 5.02, to be deposited or pledged, with the Trustee), and thereupon the Issuer and the Trustee shall be restored, respectively, to their former positions and rights under this Indenture. No such payment over to the Issuer by the Trustee

nor restoration of the Issuer and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 8.04. Appointment of Receiver. The Trustee shall have the right, upon the happening of an Event of Default, to apply in an appropriate proceeding for the appointment of a receiver of the Clean Energy Project.

Section 8.05. Proceedings Brought by Trustee. (a) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than a majority in principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Holders of the Bonds under this Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Issuer as if the Issuer were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Indenture.

(b) All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

(c) The Holders of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Bondholders not parties to such direction.

(d) Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(e) Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority in principal amount of the Bonds then Outstanding and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Indenture by any acts which may be unlawful or in violation of this Indenture, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

Section 8.06. Restriction on Bondholder's Action. (a) No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any

provision of this Indenture or the execution of any trust under this Indenture or for any remedy under this Indenture, unless such Holder (i) shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Holders of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, (ii) shall have offered it reasonable opportunity, either to exercise the powers granted in this Indenture or by the laws of the State or to institute such action, suit or proceeding in its own name, and (iii) shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Indenture, or to enforce any right under this Indenture, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner provided in this Indenture and for the equal benefit of all Holders of the Outstanding Bonds, subject only to the provisions of Section 7.02.

(b) Nothing in this Indenture or in the Bonds shall affect or impair the obligation of the Issuer, which is absolute and unconditional, to pay only from the Trust Estate, in accordance with the terms of this Indenture, at the respective dates of maturity and places therein expressed the principal of (and premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of its Bond.

Section 8.07. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of execution and delivery of this Indenture.

Section 8.08. Effect of Waiver and Other Circumstances. (a) No delay or omission of the Trustee or any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Article VIII to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

(b) Prior to the declaration of maturity of the Bonds as provided in Section 8.01, the Holders of not less than a majority in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 8.09. Notice of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to each registered owner of Bonds then Outstanding at its address, if any, appearing upon the registry books of the Issuer.

ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 9.01. Acceptance by Trustee of Duties. The Trustee accepts the duties and obligations imposed upon it by this Indenture and the trusts hereby created, but only, however, upon the terms and conditions set forth in this Indenture.

Section 9.02. Paying Agents; Appointment and Acceptance of Duties. (a) The Issuer shall appoint one or more Paying Agents for the Bonds, and may at any time or from time to time appoint one or more other Paying Agents. All Paying Agents appointed shall have the qualifications set forth in Section 9.13 for a successor Paying Agent. The Trustee is hereby appointed as initial Paying Agent.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and to the Trustee a written acceptance thereof.

(c) Unless otherwise provided, the principal corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the Issuer for the payment of the interest on and principal or Redemption Price of the Bonds.

Section 9.03. Responsibilities of Fiduciaries. (a) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Issuer and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or as to the security afforded by this Indenture, and no Fiduciary shall incur any liability in respect thereof. Furthermore, no Fiduciary shall be responsible for any offering documents (except for information provided by any Fiduciary for inclusion in such offering documents). The Trustee shall, however, be responsible for its representation contained in its certificate of authentication on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys, including bond proceeds, paid by such Fiduciary in accordance with the provisions of this Indenture to the Issuer or to any other Person. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or undertake any suit or proceeding under this Indenture or to enter any appearance in or defend any suit in respect thereof, or to advance any of its own moneys, expend or risk its own funds or otherwise incur any financial liability unless properly indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other anticipated disbursements, and against all liability except to the extent determined by a court of competent jurisdiction to have been caused by its own negligence or willful misconduct. To the extent permitted by law, the Issuer shall indemnify the Trustee for, and hold it harmless against, any loss, damage, claim, liability or expense incurred by it, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or the performance of any of its duties hereunder unless properly indemnified to its satisfaction. Subject to the provisions of subsection (b), no Fiduciary shall be liable in connection with the performance of its duties hereunder except to the extent determined by a court of competent jurisdiction to have been primarily caused by its own negligence or willful

misconduct. Notwithstanding anything to the contrary, the permissive rights of any Fiduciary to do things enumerated under this Indenture shall not be construed as duties.

(b) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 9.03 and Section 9.04.

(c) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in connection with the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(d) Notwithstanding anything to the contrary herein, the Issuer acknowledges and agrees that the Trustee is not acting as the disclosure or dissemination agent for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934 in connection with any notice required to be posted with the Municipal Securities Rulemaking Board via its EMMA system.

Section 9.04. Evidence on Which Fiduciaries May Act. (a) Each Fiduciary may conclusively rely upon any notice, direction, ordinance, resolution, request, consent, order, certificate, report, opinion, bond, statement, facsimile transmission, electronic mail or other paper or document furnished to it pursuant to any provision of this Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties and in conformity with the formal requirements of this Indenture. Each Fiduciary may consult with a consultant, accountant or counsel, who may or may not be a consultant, accountant or counsel to the Issuer, and the opinion of such consultant, accountant or counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Indenture in good faith and in accordance therewith and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Issuer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture upon

the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Neither the Trustee, the Bond Registrar, the tender agent, nor the Paying Agent shall be bound to recognize any Person as a Bondholder or to take any action at its request unless its Bond shall be deposited with such entity or satisfactory evidence of the ownership of such Bond shall be furnished to such entity.

(c) The Trustee shall have the right to accept and act upon directions given pursuant to this Indenture, or any other document reasonably relating to the Bonds and delivered using Electronic Means; *provided, however*, that the Issuer shall provide to the Trustee a Written Certificate of the Issuer listing Authorized Officers with the authority to provide such directions and containing specimen signatures of such Authorized Officers, which Written Certificate of the Issuer shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee directions using Electronic Means and the Trustee in its discretion elects to act upon such directions, the Trustee's understanding of such directions shall be deemed controlling. The Issuer understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the Written Certificate of the Issuer provided to the Trustee have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such directions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys issued by the Trustee as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions notwithstanding such directions conflict or are inconsistent with a subsequent written direction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions to the Trustee and that there may be more secure methods of transmitting directions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 9.05. Compensation. The Issuer shall pay or cause to be paid to each Fiduciary from time to time reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, legal fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Indenture, in accordance with the agreements made from time to time between the Issuer and the Fiduciary. Subject to the provisions of Section 9.03, the Issuer further agrees, to the extent permitted by applicable law, to indemnify and save each Fiduciary harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to such Fiduciary's negligence or willful misconduct.

Section 9.06. Certain Permitted Acts. Any Fiduciary, individually or otherwise, may become the owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers

or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondholder any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Bondholder in any such proceeding without the approval of the Bondholders so affected.

Section 9.07. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties created by this Indenture by giving not less than 60 days' written notice to the Issuer and mailing notice thereof to the Holders of Bonds then Outstanding, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless (a) previously a successor shall have been appointed by the Issuer or the Bondholders as provided in Section 9.09, in which event such resignation shall take effect immediately on the appointment of such successor, or (b) a successor shall not have been appointed by the Issuer or the Bondholders as provided in Section 9.09 on such date, in which event such resignation shall not take effect until a successor is appointed.

Section 9.08. Removal of the Trustee. The Trustee may be removed with 30 days' prior notice with or without cause by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Issuer. So long as no Event of Default, or an event which, with notice or passage of time, or both, would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time with 30 days' prior Written Notice, with or without cause, by delivery of a Written Certificate of the Issuer to the Trustee with respect to the foregoing. Notwithstanding the foregoing, any such removal of the Trustee shall not be effective until a successor Trustee has been appointed pursuant to Section 9.09.

Section 9.09. Appointment of Successor Trustee. (a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor Trustee may be appointed by the Issuer by a duly executed written instrument signed by an Authorized Officer.

(b) If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 30 days after the Trustee shall have given to the Issuer written notice as provided in Section 9.07 or within 30 days after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, removal, or for any other reason whatsoever, the Trustee or the Holder of any Bond (in any case) may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

(c) Any Trustee appointed under the provisions of this Section 9.09 in succession to the Trustee shall be a bank or trust company organized under the laws of any state or a national

banking association and shall have capital stock, surplus and undivided earnings aggregating at least $100,000,000 if there be such a bank with trust powers or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 9.10. Transfer of Rights and Property to Successor Trustee. Any successor trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Issuer, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the Written Request of the Issuer or of the successor Trustee, at the cost and expense of the Issuer, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property, rights, interests and estates held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Issuer be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Issuer. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 9.11. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, *provided* such company shall be a bank with trust powers or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Indenture and shall meet the qualifications set forth in Section 9.09(c), shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 9.12. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is provided, anywhere in said Bonds or in this Indenture, that the certificate of the Trustee shall have.

Section 9.13. Resignation or Removal of Paying Agent and Appointment of Successor. (a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the Issuer, the Trustee and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer. Any successor

Paying Agent shall be appointed by the Issuer and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock, surplus and undivided earnings aggregating at least $50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

(b) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, at the reasonable cost and expense of the Issuer to the extent such Paying Agent is not acting as the Trustee at the time of such resignation or removal, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 9.14. Trustee's Reliance. In the absence of bad faith on its part, the Trustee may conclusively rely, and shall be protected in acting upon any notice, direction, ordinance, resolution, request, consent, order, certificate, report, opinion, bond, statement, facsimilie transmission, electronic mail or other paper or document furnished to the Trustee pursuant to any provision of this Indenture and that is believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties and in conformity with the formal requirements of this Indenture. The Trustee may consult with any consultant, account, or counsel, who may or may not be counsel to the Issuer, and the opinion of such consultant, accountant, or counsel shall be full and complete authorization and protection in respect of any action taken or suffered by Trustee under this Indenture in good faith and in accordance therewith. The Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Any request, direction, authority or consent given by the Holders of any Bond shall be conclusive and binding upon all Holders of the same Bond and any Bond issued in its place.

Section 9.15. Trustee's Liability. (a) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith, in accordance with the provisions of this Indenture, in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Bonds, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or, except for its negligence or willful misconduct, exercising any trust or power conferred upon the Trustee, under this Indenture with respect to the Bonds. In no event shall the Trustee be liable for indirect, incidental, special, consequential or punitive damages or penalties (including, but not limited to, lost profits).

(b) The Trustee shall not be deemed to have knowledge of an Event of Default except for those Events of Default in Sections 8.1(a) and (b) unless a Responsible Officer of the Trustee shall have actual knowledge of such Event of Default. As used herein, "actual knowledge" shall mean the actual fact or statement of knowing without any independent duty to make any investigation with regard thereto.

(c) The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bonds. All rights, benefits, indemnifications and releases from liability

granted herein to the Trustee shall extend to the directors, officers, employees and agents of the Trustee.

(d) Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Issuer, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Instrument, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in connection with the performance or exercise of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(f) The Trustee shall not be responsible for any recital in this Indenture or on the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds) or for insuring any property conveyed or collecting any insurance monies, or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto, or instruments of further assurance, or for the sufficiency of the security for the Bonds, or for the investment of monies as herein permitted (except that no investment shall be made except in compliance with Section 6.02 and Section 6.03 hereof), or for the recording or re-recording, filing or re-filing of this Indenture, or any supplement or amendment thereto, or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof. Except as specifically provided in this Indenture, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Issuer, but the Trustee may require of the Issuer full information and advice as to the performance of such covenants. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers. Under no circumstances shall the Trustee in any of its capacities hereunder be liable in its individual capacity for the obligations evidenced by the Bonds or be subject to any personal liability or accountability by reason of the issuance of this Bond or in respect of any undertakings by the Trustee under this Indenture. In accepting the trust hereby created, the Trustee acts solely as Trustee for the holders of the Bonds and not in its individual capacity, and all persons, including without limitation the holders of the Bonds and the Issuer, having any claim against the Trustee arising from this Indenture shall look only to the Funds and Accounts held by the Trustee hereunder for payment except as otherwise provided herein.

(g) To the extent permitted by law, the Issuer shall indemnify the Trustee for, and hold it harmless against, any loss, damage, claim, liability or expense incurred by it, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder or the performance of any of its duties hereunder, except to the extent that any such loss, damage, claim, liability or expense was due to Trustee's own negligence or willful misconduct.

(h) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

Section 9.16. Trustee's Agents or Attorneys. The Trustee may execute any of its trusts or powers under this Indenture or perform any of its duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Section 9.17. Notice of Lien Filings. Notwithstanding anything to the contrary contained in this Indenture, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code, if applicable. In addition, unless the Trustee shall have received Written Notice from the Issuer that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected (i) in relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this Section 9.17 and (ii) in filing any continuation statements in the same filing offices as the initial filings were made. If applicable, the Trustee shall, upon the prior Written Direction of the Issuer, cause to be filed, in accordance with such instructions, a continuation statement with respect to each Uniform Commercial Code financing statement relating to the Bonds which was filed at the time of the issuance thereof, for which the Issuer has directed a continuation statement to be filed, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered with such Written Direction of the Issuer to the Trustee. The Issuer shall be responsible for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including payment of any filing fees, and shall give the Trustee any assistance it reasonably requests in order to enable the Trustee to file continuation statements for the lien established by this Indenture.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.01. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may from time to time, subject to the conditions and restrictions in this Indenture contained, enter into a Supplemental Indenture or Indentures, in form satisfactory to the Trustee, which shall thereafter form a part hereof, without the consent of the Bondholders for any one or more of the following purposes:

(a) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Indenture;

(b) To insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect;

(c) To make any other modification or amendment of this Indenture which the Trustee shall in its sole discretion determine will not have a material adverse effect on the Bondholders or the Interest Rate Swap Counterparty; and in making such a determination, the Trustee shall be entitled to rely conclusively upon an Opinion of Counsel and/or certificates of investment bankers or other financial professionals or consultants;

(d) To add to the covenants and agreements of the Issuer in this Indenture, other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(e) To add to the limitations and restrictions in this Indenture, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(f) To authorize the issuance of Refunding Bonds;

(g) To authorize, in compliance with all applicable law, Bonds to be issued in the form of coupon Bonds registrable as to principal only and, in connection therewith, specify and determine the matters and things relative to the issuance of such coupon Bonds, including provisions relating to the timing and manner of provision of any notice required to be given hereunder to the Holders of such coupon Bonds, which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such coupon Bonds;

(h) To provide for the execution of a Commodity Swap in accordance with the provisions hereof;

(i) To provide for a Liquidity Facility and Liquidity Facility Provider in accordance with the provisions hereof;

(j) To confirm, as further assurance, any security interest, pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by, this Indenture of the Revenues or of any other moneys, securities or funds;

(k) To add to the Events of Default in this Indenture additional Events of Default;

(l) To add to this Indenture any provisions relating to the application of interest earnings on any Fund or Account under this Indenture required by law to preserve the exclusion of interest on Bonds issued from gross income for federal income tax purposes;

(m) To evidence the appointment of a successor Trustee; or

(n) If the Bonds affected by such change are rated by a Rating Agency, to make any change upon receipt of a Rating Confirmation with respect to the Bonds so affected.

Each Supplemental Indenture authorized by this Section shall become effective as of the date of its execution and delivery by the Issuer and the Trustee or such later date as shall be specified in such Supplemental Indenture.

A Supplemental Indenture will be deemed to not materially adversely affect the Holders of any Bonds that are subject to mandatory tender on or before the effective date of the Supplemental Indenture.

Section 10.02. Supplemental Indentures Effective With Consent of Bondholders. At any time or from time to time, subject to Section 10.03(e) and Section 11.05(b), a Supplemental Indenture may be entered into by the Issuer and the Trustee subject to notice to and consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Indenture, upon compliance with the provisions of said Article XI, shall become fully effective in accordance with its terms as provided in said Article XI.

Section 10.03. General Provisions. (a) This Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article X and Article XI. Nothing contained in this Article X or Article XI shall affect or limit the right or obligation of the Issuer to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 7.04 or the right or obligation of the Issuer to execute and deliver to any Fiduciary any instrument which elsewhere in this Indenture it is provided shall be delivered to said Fiduciary.

(b) Any Supplemental Indenture referred to and permitted or authorized by Section 10.01 may be entered into between the Issuer and the Trustee without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Section. A copy of every Supplemental Indenture shall be accompanied by an Opinion of Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, and is valid and binding upon the Issuer; provided, that such Opinion of Counsel may take customary exceptions, including as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, receivership, debt adjustment, moratorium, reorganization, arrangement, fraudulent conveyance or other similar laws relating to or affecting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion, limitations on legal remedies against public entities in the State, and the valid exercise of the sovereign police powers of the State and of the constitutional power of the United States of America and may state that no opinion is being rendered as to the availability of any particular remedy.

(c) The Trustee is hereby authorized to enter into any Supplemental Indenture referred to and permitted or authorized by Section 10.01 or Section 10.02 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an Opinion of Counsel that such Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

(d) No Supplemental Indenture shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto; *provided, however* this section shall not affect the rights of the Holders or the Issuer to remove the Trustee as provided in Section 9.08 herein.

(e) Notwithstanding anything in this Article X to the contrary, no Supplemental Indenture (or other amendment to this Indenture) shall change or modify (i) the order of priority of deposits set forth in Section 5.05(a), (ii) the priority of the application of funds following an Event of Default as set forth in Section 8.03, (iii) the definition of Operating Expenses, (iv) any of the rights or interests of a Commodity Swap Counterparty, the Interest Rate Swap Counterparty (if any) or the Energy Supplier, as purchaser under the Receivables Purchase Provisions, granted herein or in the Commodity Swap, any Interest Rate Swap or the Receivables Purchase Provisions, as the case may be, or (v) the provisions of Section 5.04(b) regarding the sale by the Trustee of Put Receivables (A) in each case unless the prior written consent of the applicable Commodity Swap Counterparty has been obtained, and such Commodity Swap Counterparty shall have full right to enforce this provision, and (B) in the case of clause (iv) of this Section 10.03(e), unless the prior written consent of the Interest Rate Swap Counterparty and/or the Energy Supplier, as applicable, has been obtained.

ARTICLE XI

AMENDMENTS

Section 11.01. Mailing. Any provision in this Article XI for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (a) to each registered owner of Bonds then Outstanding at its address, if any, appearing upon the registry books of the Issuer, and (b) to the Trustee.

Section 11.02. Powers of Amendment. Any modification or amendment of this Indenture and of the rights and obligations of the Issuer and of the Holders of the Bonds thereunder may be made by a Supplemental Indenture, subject to Section 10.03(e), with the written consent given as provided in Section 11.03(a) of the Holders of not less than a majority in principal amount of Outstanding Bonds, and (b) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of not less than a majority in principal amount of Outstanding Bonds of the particular maturity entitled to such Sinking Fund Installment; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like maturity remain Outstanding (or have become subject to mandatory purchase) the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section; and *provided further, however*, that if such modification or amendment would adversely affect the Interest Rate Swap Counterparty, such modification or amendment shall be subject to the prior written consent of the Interest Rate Swap Counterparty. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For

the purposes of this Section, the Bonds shall be deemed to be affected by a modification or amendment of this Indenture if the same adversely affects or diminishes the rights of the Holders of Bonds in any material respect. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds would be materially affected by any modification or amendment of this Indenture and any such determination shall be binding and conclusive on the Issuer and all Holders of Bonds. For purposes of this Section, the Holders of any Bonds may include the initial Holders thereof, regardless of whether such Bonds are being held for resale.

Section 11.03. Consent of Bondholders. The Issuer and the Trustee may at any time enter into a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 11.02 to take effect when and as provided in this Section 11.03. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Issuer to Bondholders (but failure to mail such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section 11.03 provided). Such Supplemental Indenture shall not be effective unless and until there shall have been filed with the Trustee (a) the written consents of Holders of the percentages of Outstanding Bonds specified in Section 11.02, subject to Section 11.05(b), (b) the written consent of the Interest Rate Swap Counterparty if required by Section 11.02, and (c) an Opinion of Counsel stating that such Supplemental Indenture has been duly and lawfully executed by the Issuer in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding upon the Issuer; *provided, that* such Opinion(s) of Counsel may take customary exceptions, including as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, receivership, debt adjustment, moratorium, reorganization, arrangement, fraudulent conveyance or other similar laws relating to or affecting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion, limitations on legal remedies against public entities in the State, and the valid exercise of the sovereign police powers of the State and of the constitutional power of the United States of America and may state that no opinion is being rendered as to the availability of any particular remedy. For purposes of clause (a) of the preceding sentence, the written consent of the Bondholder shall be deemed to have been received if the amendment is expressly referred to in the Supplemental Indenture authorizing such Bonds and in the text of such Bonds and such Bonds recite that such Bondholder shall be deemed to have consented to such amendments by accepting such Bonds. Otherwise, each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 12.02. A certificate or certificates executed by the Trustee and filed with the Trustee and the Issuer stating that it has examined such proof and that such proof is sufficient in accordance with Section 12.02 shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be irrevocable and shall be binding upon the Holder of the Bonds giving such consent and, anything in Section 12.02 to the contrary notwithstanding, upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice of such consent). At any time after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Indenture (or have deemed to have consented to such Supplemental Indenture), the Trustee shall make and file with the Trustee and the Issuer a written statement that the Holders of such required percentages

of Bonds have consented to, such Supplemental Indenture. Such written statements shall be conclusive that such consents have been received. At any time thereafter, notice stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture entered into by the Issuer and the Trustee on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section 11.03, may be given to Bondholders by the Trustee by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as in this Section 11.03 provided). A record, consisting of the certificates or statements required or permitted by this Section 11.03 to be made by the Trustee, shall be proof of the matters therein stated.

Section 11.04. Notifications by Unanimous Consent. The terms and provisions of this Indenture and the rights and obligations of the Issuer and of the Holders of the Bonds thereunder may be modified or amended in any respect upon the execution of a Supplemental Indenture by the Trustee and the Issuer, the consent of the Holders of all of the Bonds then Outstanding (such consent to be given as provided in Section 11.03), and the consent of the Interest Rate Swap Counterparty if required by Section 11.02; *provided, however*, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary or any of the provisions referenced in Section 10.03(e) without the filing with the Trustee of the written assent thereto of such Fiduciary or the applicable Commodity Swap Counterparty, respectively, in addition to the consent of the Bondholders.

Section 11.05. Exclusion of Bonds. (a) Bonds owned or held by or for the account of the Issuer shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article XI, and the Issuer shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article XI. At the time of any consent or other action taken under this Article XI, the Issuer shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

(b) Bonds for which a Bondholder has submitted a notice of abstention in response to a request for consent received pursuant to Section 11.03 shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article XI with respect to any Supplemental Indenture to be entered into by the Issuer and the Trustee; *provided*, that, such notice of abstention shall not apply with respect to any proposed amendments of Section 8.01.

Section 11.06. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as provided in Article X or this Article XI may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the Issuer and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and presentation of its Bond for the purpose at the principal corporate trust office of the Trustee or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Trustee as to any such action. If the Issuer shall so determine, new Bonds so modified as in the opinion of the Issuer to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged,

without cost to such Bondholder, for Bonds of the same maturity then Outstanding, upon surrender of such Bonds.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Defeasance. (a) If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated in the Bonds and in this Indenture and shall pay or cause to be paid all amounts due or to become due to the Interest Rate Swap Counterparty under the Interest Rate Swap, then the pledge of all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and be discharged and satisfied except for remaining rights of registration of transfer and exchange of Bonds; *provided, however*, that this Indenture shall not be discharged until (i) the Issuer shall have paid and satisfied all claims, charges and expenses that constitute Operating Expenses hereunder, (ii) the Trustee shall have received an Opinion of Counsel to the effect that all conditions precedent to the satisfaction and discharge of this Indenture have been fulfilled and (iii) receipt by the Trustee of a Rating Confirmation. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Issuer to be prepared and filed with the Issuer and, upon the request of the Issuer, shall execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Issuer all moneys or securities held by them pursuant to this Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Issuer to the Holders of such Bonds shall thereupon cease, terminate and be discharged and satisfied except for remaining rights of registration of transfer and exchange of Bonds.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a). In addition, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) upon compliance with the provisions of subsection (c).

(c) Subject to the provisions of subsection (d) of this Section, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee irrevocable written instructions accepted in writing by the Trustee to mail as provided in Article IV notice of redemption of such Bonds (other than Bonds which have been purchased by

the Trustee at the direction of the Issuer or purchased or otherwise acquired by the Issuer and delivered to the Trustee as hereinafter provided prior to the mailing of such notice of redemption) on said date, (ii) there shall have been deposited with the Trustee either moneys (including moneys withdrawn and deposited pursuant to Section 5.07(g)) in an amount which shall be sufficient, or Defeasance Securities (including any Defeasance Securities issued or held in book entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds (with such interest being calculated at the Maximum Rate with respect to any Bonds with interest rates that are not fixed to their redemption or maturity date, as applicable) on or prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Issuer shall have given the Trustee in form satisfactory to it irrevocable written instructions to mail, as soon as practicable, a notice to the Holders of such Bonds at their last addresses appearing upon the registry books at the close of business on the last Business Day of the month preceding the month for which notice is mailed that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 12.01 and stating such maturity or redemption date upon which moneys are expected, subject to the provisions of subsection (d) of this Section 12.01, to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Issuer or purchased or otherwise acquired by the Issuer and delivered to the Trustee as hereinafter provided prior to the mailing of the notice of redemption referred to in clause (i)). Any notice of redemption mailed pursuant to the preceding sentence with respect to Bonds which constitute less than all of the Outstanding Bonds of any maturity shall specify the letter and number or other distinguishing mark of each such Bond. The Trustee shall, as and to the extent necessary, apply moneys held by it pursuant to this Section 12.01 to the retirement of said Bonds in amounts equal to the unsatisfied balances (determined as provided in Section 5.10(c)) of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in this Indenture. The Trustee shall, if so directed by the Issuer (A) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 12.01 which are not to be redeemed prior to their maturity date or (B) prior to the mailing of the notice of redemption referred to in clause (i) above with respect to any Bonds deemed to have been paid in accordance with this Section 12.01 which are to be redeemed on any date prior to their maturity, apply moneys deposited with the Trustee in respect of such Bonds and redeem or sell Defeasance Securities so deposited with the Trustee and apply the proceeds thereof to the purchase of such Bonds and, the Trustee shall immediately thereafter cancel all such Bonds so purchased; *provided, however*, that the moneys and Defeasance Securities remaining on deposit with the Trustee after the purchase and cancellation of such Bonds (or the deemed cancellation thereof) shall be sufficient to pay when due the Principal Installment or Redemption Price, if applicable, and interest due or to become due on all Bonds (calculated as described above), in respect of which such moneys and Defeasance Securities are being held by the Trustee on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (1) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 12.01 which are not to be redeemed prior to their maturity date or (2) prior to the mailing of the notice of redemption referred to in clause (i) with respect to any Bonds deemed to have been paid in accordance with this Section 12.01 which are to be redeemed on any date prior to their

maturity, the Issuer shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date or redemption date, as the case may be, the Trustee shall immediately cancel all such Bonds so delivered; such delivery of Bonds to the Trustee shall be accompanied by written directions from the Issuer to the Trustee as to the manner in which such Bonds are to be applied against the obligation of the Trustee to pay or redeem Bonds deemed paid in accordance with this Section 12.01. The directions given by the Issuer to the Trustee referred to in the preceding sentences shall also specify the portion, if any, of such Bonds so purchased or delivered and cancelled or deemed cancelled to be applied against the obligation of the Trustee to pay Bonds deemed paid in accordance with this Section 12.01 upon their maturity date or dates and the portion, if any, of such Bonds so purchased or delivered and cancelled or deemed cancelled to be applied against the obligation of the Trustee to redeem Bonds deemed paid in accordance with this Section 12.01 on any date or dates prior to their maturity. In the event that on any date as a result of any purchases, acquisitions and cancellations or deemed cancellations of Bonds as provided in this Section 12.01 the total amount of moneys and Defeasance Securities remaining on deposit with the Trustee under this Section 12.01 is in excess of the total amount which would have been required to be deposited with the Trustee on such date in respect of the remaining Bonds in order to satisfy clause (ii) of this subsection (c) of Section 12.01, the Trustee shall, if requested by the Issuer in writing, pay the amount of such excess to the Issuer free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under this Indenture. Except as otherwise provided in subsections (c) and (d) of this Section 12.01, neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; *provided* that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Trustee, (x) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Issuer as received by the Trustee, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under this Indenture, and (y) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Qualified Investments maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the Trustee, free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under this Indenture. Notwithstanding anything contained herein to the contrary, the Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against Defeasance Securities or the principal and interest received on Defeasance Securities.

(d) Anything in this Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for six years (or, if shorter, one Business Day before such moneys would escheat to the State under then applicable State law) after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, shall, at the Written Request of the Issuer, be repaid by the Fiduciary to the Issuer, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and

the Bondholders shall look only to the Issuer for the payment of such Bonds; *provided, however*, that before being required to make any such payment to the Issuer the Fiduciary shall, at the expense of the Issuer, cause to be published at least twice, at an interval of not less than seven days between publications, in the Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Issuer.

Section 12.02. Evidence of Signatures of Bondholders and Ownership of Bonds. (a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and, except as otherwise provided in Section 11.03, shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (1) the execution of any such instrument, or of an instrument appointing any such attorney, or (2) the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(i) The fact and date of the execution by any Bondholder or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature, guarantee, certificate or affidavit shall also constitute sufficient proof of its authority.

(ii) The amount of Bonds transferable by delivery held by any Person executing any instrument as a Bondholder, the date of holding such Bonds, and the numbers and other identification thereof, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to the Trustee, executed by the Trustee or by a member of a financial firm or by an officer of a bank, trust company, insurance company, or financial corporation or other depository wherever situated, showing at the date therein mentioned that such Person exhibited to such member or officer or had on deposit with such depository the Bonds described in such certificate. Such certificate may be given by a member of a financial firm or by an officer of any bank, trust company, insurance company or financial corporation or depository with respect to Bonds owned by it, if acceptable to the Trustee. In addition to the foregoing provisions, the Trustee may from time to time make such reasonable regulations as it may deem advisable permitting other proof of holding of Bonds transferable by delivery.

(b) The ownership of Bonds registered other than to bearer and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

(c) Any request or consent by the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Issuer or any Fiduciary in accordance therewith.

Section 12.03. Moneys Held for Particular Bonds. The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto.

Section 12.04. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Indenture shall be retained in its possession and shall at all times during regular business hours (upon reasonable prior written notice) be subject to the inspection of the Issuer, any other Fiduciary, and any Bondholder and their agents and their representatives, any of whom may make copies thereof, subject to such reasonable regulations as such Fiduciary may from time to time determine to be advisable or required by law.

Section 12.05. Parties Interested Herein. Nothing in this Indenture expressed or implied, except for the rights and interests of the Commodity Swap Counterparty, the Interest Rate Swap Counterparty (if any) and the Energy Supplier, as purchaser under the Receivables Purchase Provisions, as described in Section 10.03(e), and the pledges of the Commodity Swap Payment Fund granted to the Commodity Swap Counterparty, is intended or shall be construed to confer upon, or to give to, any Person or corporation, other than the Issuer, the Fiduciaries, the Holders of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and, except as provided in Section 10.03(e), all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Fiduciaries, the Holders of the Bonds and the Interest Rate Swap Counterparty.

Section 12.06. No Recourse on the Bonds; Non-Liability of the Issuer. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Indenture against any source other than the Trust Estate as provided in this Indenture, including against any member of the board or officer of the Issuer, the Project Participants or any Person executing the Bonds. The Issuer shall not be obligated to pay the principal or Redemption Price or Purchase Price of or interest on the Bonds, the Interest Rate Swap Payments or the Commodity Swap Payments, except from the Trust Estate as provided in this Indenture. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, including the Issuer, is pledged to the payment of the principal or Redemption Price of or interest on the Bonds, the Interest Rate Swap Payments or Commodity Swap Payments. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Bonds, this Indenture, the Interest Rate Swap or the Commodity Swap except only to the extent of the Trust Estate as provided in this Indenture.

Section 12.07. Publication of Notice; Suspension of Publication. (a) Any publication to be made under the provisions of this Indenture in successive weeks or on successive dates may be made in each instance upon any Business Day of the week and need not be made in the same

Authorized Newspaper for any or all of the successive publications but may be made in a different Authorized Newspaper.

(b) If, because of the temporary or permanent suspension of the publication or general circulation of any Authorized Newspaper or for any other reason, it is impossible or impractical to publish any notice pursuant to this Indenture in the manner herein provided, then such publication in lieu thereof as shall be made by the Issuer with the written approval of the Trustee shall constitute a sufficient publication of such notice.

Section 12.08. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Issuer or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Indenture.

Section 12.09. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 12.10. Notices. (a) Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Indenture shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid (or sent by Electronic Means, confirmed by mail, as aforesaid), as follows:

[***Notice Blocks to be confirmed***]

If to the Issuer:

California Community Choice Financing Authority
1125 Tamalpais Avenue
San Rafael, California 94901
Attention: Treasurer/Controller
Telephone: (415) 464-6037
Email: Series20[__]@cccfa.org and notices@cccfa.org

With a copy to:

Silicon Valley Clean Energy Authority
333 W. El Camino Real Suite 330
Sunnyvale, California 94087
Attention: Monica Padilla, CEO
Telephone: (408) 721-5301
Email:

If to the Trustee, Paying Agent, the Bond Registrar, the Custodian or the Calculation Agent for the Index Rate Bonds:	[***Trustee to confirm Notice Address***] U.S. Bank Trust Company, National Association 633 W. 5th Street Los Angeles, California 90071 Telephone: (714) 262-8994 Attention: Linda Verstuyft, Managing Director Email: linda.verstuyft@usbank.com
If to the Calculation Agent for Bonds bearing interest at a CPI Index Rate:	Morgan Stanley & Co., LLC 1585 Broadway New York, NY 10036 Telephone: (212) 761-4000 Attention: agystruct@morganstanley.com With a copy to: Energy Prepay [__], LLC c/o Morgan Stanley & Co., LLC 1585 Broadway New York, NY 10036 Attention: Commodities Sales & Trading Email: msdoc-misc-notices@morganstanley.com; CCCFA_202[__]_ms_notices@morganstanley.com

or to such other Person or addresses as the respective party hereafter designates in writing to the Issuer and the Trustee.

(b) The Issuer may, by Written Direction to the Trustee, permit a Project Participant that is a Member to deliver to the Trustee on behalf of the Issuer any notices, requests, demands and other communications required or permitted to be delivered by the Issuer under this Indenture. Such Written Direction shall contain a certificate identifying the Authorized Officers of such Project Participant for purposes of delivery of notices under this Indenture. The Trustee shall treat all such notices received from the Project Participant as if they were delivered by the Issuer, unless an Event of Default has occurred and is continuing under this Indenture, in which case any notices from such Project Participant shall be disregarded by the Trustee and of no force or effect. The Issuer may at any time rescind and annul the Written Direction permitting such Project Participant to deliver notices hereunder on behalf of the Issuer by delivering a Written Direction to the Trustee stating that such permission has been rescinded and annulled.

Section 12.11. Notices to Rating Agencies. The Issuer shall provide to each Rating Agency rating the Bonds at the time notice of any amendment to this Indenture, the Energy Purchase Agreement, any Commodity Swap, any Power Supply Contract, and Debt Service Fund Agreement or any other document relating to the Bonds or the Clean Energy Project.

Section 12.12. Counterparts. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 12.13. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS INDENTURE OR ANY OTHER TRANSACTION DOCUMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE RELATIONSHIP ESTABLISHED HEREUNDER OR THEREUNDER, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Section 12.14. Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this agreement in a usable format.

[*Signature page follows*]

IN WITNESS WHEREOF, the California Community Choice Financing Authority has caused this Indenture to be signed in its own name and on its behalf by an Authorized Officer, and as evidence of its acceptance of the trusts hereby created, U.S. Bank Trust Company, National Association, the duly authorized Trustee, has caused this Indenture to be signed in its name and on its behalf by one of its officers duly authorized and its corporate seal to be hereunto affixed, attested by another of its officers duly authorized, all as of the date first above written.

CALIFORNIA COMMUNITY CHOICE
FINANCING AUTHORITY

By:_____
Name: Garth Salisbury
Title: Treasurer/Controller

ATTEST:

By:_____
Name: Adrian Bankhead
Title: Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By:_____
Name:_____
Title:_____

[SEAL]

ATTEST:

_____
Attesting Party

EXHIBIT A

FORM OF BONDS

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No. ____

REGISTERED
$_____

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BOND
SERIES 20[__] (GREEN BONDS) ([TERM RATE])

MATURITY DATE	DATED DATE	CUSIP	[INTEREST RATE][APPLICABLE SPREAD AND APPLICABLE FACTOR]	INTEREST RATE MODE
	[____, 20__]			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

California Community Choice Financing Authority (the "*Issuer*"), a joint powers authority, organized and existing pursuant to the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "*Act*"), and the Joint Powers Agreement, dated June 25, 2021, as amended from time to time, for value received, hereby promises to pay in lawful money of the United States of America, to the Registered Owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption (in whole or in part) and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal amount identified above, and to pay, in the manner and from the source hereinafter provided, to the Registered Owner hereof interest on the balance of said principal amount from time to time remaining unpaid at the rate determined as provided in the Indenture identified below, until payment in full of such principal amount. The initial Interest Rate Period, as defined in the Indenture, for this Bond is set out in the

Indenture. The Interest Rate Period for this Bond may be changed from time to time as provided in the Indenture.

The following paragraph shall be inserted in the Series 20[__] Bonds:

> This Bond bears interest from the Dated Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the rate per annum set forth above, computed on the basis of a 360-day year consisting of 12 thirty-day months, payable on [_____] 1 and [_____] 1 of each year, commencing [____ 1, 20__].

The following paragraph shall be inserted for any SIFMA Index Rate Bonds, *and the phrase "SIFMA Index Rate" shall be inserted under the caption "Interest Rate" immediately below the title of such Bond*:

> This Bond bears interest from the Dated Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at a SIFMA Index Rate equal to the sum of (a) the SIFMA Index as of the day of determination plus (b) the Applicable Spread of [_____] basis points ([____]%) (but not more than the Maximum Rate of 12% per annum), computed on the basis of a 365- or 366-day year, as applicable, for the actual number of days elapsed and payable on the first Business Day of each Month, commencing on the first Business Day of [_____] 20[__].

The following paragraph shall be inserted for any SOFR Index Rate Bonds, and the phrase "SOFR Index Rate" shall be inserted under the caption "Interest Rate" immediately below the title of such Bond:

> This Bond bears interest from the Dated Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at a SOFR Index Rate equal to the sum of (a) the Applicable Spread of [_____] basis points ([_____]%) plus (b) the product of (i) the SOFR Index as of the day of determination multiplied by (ii) the Applicable Factor of [_____]% (but not more than the Maximum Rate of 12% *per annum*), computed on the basis of a 365- or 366-day year, as applicable, for the actual number of days elapsed and payable on the first Business Day of each Month, commencing on the first Business Day of [_____] 20[__].

The following paragraph shall be inserted for any CPI Index Rate Bonds, and the phrase "CPI Index Rate" shall be inserted under the caption "Interest Rate" immediately below the title of such Bond:

> This Bond bears interest from the Dated Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at a CPI Index Rate determined accordance with Section 2.14 of the Indenture (but not more than the Maximum Rate of 12% per annum), computed on the basis of a 360-day year of twelve 30-day calendar months and payable on the first Business Day of each Month, commencing on the first Business Day of [_____] 20[__].

The Issuer is obligated to pay the principal, Redemption Price of, and interest on this Bond solely from the Trust Estate as defined in and in accordance with the provisions of the Trust Indenture, dated as of [____ 1, 20__], between the Issuer and U.S. Bank Trust Company, National Association, as trustee (said trustee and any successor thereto under the Indenture being herein referred to as the "*Trustee*"), as the same may be amended and supplemented from time to time (the "*Indenture*").

This Bond is one of the Clean Energy Project Revenue Bonds of the Issuer initially issued in a single series (collectively, the "*Bonds*") under and by virtue of the Act and under and pursuant to the Indenture for the purpose of providing funds to pay the Cost of Acquisition of the Issuer's Clean Energy Project. The aggregate principal amount of Bonds issued pursuant to the Indenture is limited to $[__]. This Bond is one of the Series of Bonds designated as "Clean Energy Project Revenue Bonds, Series 20[__] (Green Bonds) ([Term Rate])," dated as of the Dated Date identified above. Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

All Bonds are and will be equally and ratably secured by the pledge and covenants made in the Indenture, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

THIS BOND IS A LIMITED OBLIGATION OF THE ISSUER AND THE PRINCIPAL AND REDEMPTION PRICE OF, AND INTEREST ON, THIS BOND ARE PAYABLE SOLELY FROM THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE ISSUER, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR UNDER THE INDENTURE. THE ISSUER SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OR THE REDEMPTION PRICE OF OR INTEREST ON THE BONDS EXCEPT FROM THE FUNDS PROVIDED THEREFOR UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR

ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE ISSUER HAS NO TAXING POWER.

Copies of the Indenture are on file at the office of the office of Trustee in Los Angeles, California, and reference to the Indenture and the Act is made for a description of the pledge and covenants securing the Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bonds are issued, and a statement of the rights, duties, immunities and obligations of the Issuer and of the Trustee. Such pledge and other obligations of the Issuer under the Indenture may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Indenture.

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Indenture, the Securities Depository will be the registered owner of this Bond. By acceptance of a confirmation of purchase, delivery or transfer, a Beneficial Owner shall be deemed to have agreed to this arrangement. The Securities Depository, as registered owner of this Bond, shall be treated as the Owner of it for all purposes.

The Issuer will pay the principal or Redemption Price of and interest on this Bond solely from the Trust Estate in accordance with the provisions of the Indenture. Interest will accrue on the unpaid portion of the principal of this Bond from the last Interest Payment Date for which interest has been paid or duly provided for or if no interest has been paid or duly provided for, from the Dated Date of this Bond, until the entire principal amount of this Bond is paid or duly provided for, and such interest shall be paid in the manner and on the Interest Payment Dates specified in the Indenture.

This Bond may be transferred or exchanged as provided in the Indenture.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended in the manner and subject to the conditions and exceptions prescribed in the Indenture. Certain such modifications and amendments may be made without the consent of the Owners of the Bonds to the extent provided in the Indenture.

The Owner or Beneficial Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an Event of Default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

The Bonds are subject to tender or redemption prior to maturity upon the circumstances, at the times, in the amounts, upon payment of the amounts, with the notice, upon the other terms and provisions and with the effect set forth in the Indenture.

No director, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of any principal or Redemption Price of or interest on the Bonds or any sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of the Indenture.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of California or by the Act or the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed in due time, form and manner, and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the California Community Choice Financing Authority has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Chair, and attested by the manual or facsimile signature of its Secretary, all as of the Dated Date specified above.

CALIFORNIA COMMUNITY CHOICE
FINANCING AUTHORITY

By:_____
Chair

ATTEST:

_____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This Bond is one of the Bonds described in the within mentioned Indenture and is one of the Clean Energy Project Revenue Bonds, Series 20[__] (Green Bonds) ([Term Rate]), of California Community Choice Financing Authority.

Date of registration and authentication: [***Closing Date***].

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Name_____
Title_____

Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/T/M/A (= Uniform Transfers to Minors Act).

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right	(Cust) (Minor)

of survivorship and not as under Uniform Transfers to Minors Act of
tenants in common _____
(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

For Value Received, the undersigned sells, assigns and transfers unto

_____

Please Insert Social Security or
Other Identifying Number of Assignee

(Name and Address of Assignee)

_____

the within Bond of the California Community Choice Financing Authority, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: _____

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

FORM OF INDEX RATE DETERMINATION CERTIFICATE

Re: California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 20[__] (Green Bonds) ([SIFMA/SOFR] Index Rate) (the "*Bonds*")

Reference is made to Section 2.09 [and Section 2.14] of the Trust Indenture, dated as of [____ 1, 20__] (the "*Indenture*"), between the California Community Choice Financing Authority (the "*Issuer*") and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"), relating to the above captioned Bonds. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Indenture.

The undersigned Authorized Representative of the Issuer hereby notifies the Trustee and the Rating Agencies as follows with respect to the Index Rate Period commencing on the date hereof:

Include the following text separately for each Series of Index Rate Bonds:

(i) the Index Rate shall be the [SIFMA/SOFR] Index Rate and the Index Rate Period shall be _____;

(ii) if the Index Rate shall be the SOFR Index Rate, (A) the SOFR Index shall be the "Secured Overnight Financing Rate" reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of such Secured Overnight Financing Rate, as of 3:00 p.m. on each SOFR Publish Date representing the SOFR Index as of the third Business Day preceding the [Conversion Date][Index Rate Reset Date], which will be used to calculate interest for the SOFR Effective Period beginning on such [Conversion Date][Index Rate Reset Date] (the "SOFR Effective Date") (for example, for purposes of determining the SOFR Index for a SOFR Effective Date of Thursday, _____, 20__, the Calculation Agent uses SOFR published on the SOFR Publish Date of Tuesday, _____, 20__, which is the SOFR Index for the SOFR Lookback Date of Monday, _____, 20__), and (B) the Applicable Factor, as determined by the Underwriter or the Remarketing Agent, as the case may be, shall be % of SOFR.

(iii) the Applicable Spread for each Maturity Date, as determined by the Underwriter or the Remarketing Agent, as the case may be, shall be as follows:

MATURITY DATE	APPLICABLE SPREAD	MATURITY DATE	APPLICABLE SPREAD

(iv) if, during any [SIFMA/SOFR] Index Rate Period, the [SIFMA/SOFR] Index Rate is not reported by, or otherwise ceases to be available from, the relevant source,

the substitute or replacement Index Rate, as determined by the Issuer, for the Index Rate Period shall be the substitute determined in writing by the Issuer;

(v) the Index Rate Tender Date shall be _____;

(vi) the Interest Payment Date[s] shall be _____;

(vii) for a Series of Bonds bearing interest at the SIFMA Index Rate, the Index Rate Reset Date[s] shall be [Thursday of each week, or if the SIFMA Index is not issued on Wednesday of such week, the Business Day next succeeding the day on which the SIFMA Index for such week is issued]; and

(viii) for a Series of Bonds bearing interest at the SOFR Index Rate, the SOFR Effective Date shall be each Business Day.

Include the following text for any Series of CPI Bonds:

(i) the CPI Interest Period shall be _____.

(ii) the Applicable Spread for each Maturity Date, as determined by the Underwriter or the Remarketing Agent, as the case may be, shall be as follows:

MATURITY DATE	APPLICABLE SPREAD	MATURITY DATE	APPLICABLE SPREAD

(iii) the CPI Index Rate for each Maturity Date shall be calculated, in accordance with Section 2.14 of the Indenture, using the CPI Index Rate Formula, which means (i) the total of CPI for the applicable Reference Month less CPI for the twelfth month prior to the applicable Reference Month, divided by (ii) CPI for the twelfth month prior to the applicable Reference Month, which formula would be expressed mathematically as ((CPIt — CPIt 12) / CPIt 12), where:

CPIt = CPI for the applicable Reference Month;

CPIt-12 = CPI for the twelfth month prior to the applicable Reference Month;

Applicable Spread = [ ]%; and

Reference Month = the 3rd calendar month preceding each CPI Index Rate Reset Date.

(iv) the Mandatory Purchase Date shall be_____;

(v) the Interest Payment Date[s] shall be the first Business Day of each Month, commencing on the first Business Day of [____], [20__]; and

(vi) CPI Index Rate Reset Date[s] shall be the first Business Day of each calendar month; and

(vii) if, during any CPI Index Rate Period, the CPI is not reported by, or otherwise ceases to be available from, the relevant source, but the CPI has otherwise been reported by the BLS, the Calculation Agent will determine the CPI as published by the BLS for such month using a source it deems to be accurate and appropriate.

IN WITNESS WHEREOF, I have set forth my hand this ____ day of _____.

CALIFORNIA COMMUNITY CHOICE
FINANCING AUTHORITY

By: _____
Name_____
Title_____

Please sign below to signify your acknowledgement of receipt of this Certificate and, as to the Underwriter or the Remarketing Agreement, as the case may be, your agreement with the terms set forth herein.

ACKNOWLEDGED AND RECEIVED:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Name _____
Title _____

ACKNOWLEDGED, RECEIVED AND AGREED TO:

_____
as Underwriter

By: _____
Name _____
Title _____

EXHIBIT C

Form of Written Direction and Redemption Notice

To: U.S. Bank Trust Company, National Association, as Trustee (the "***Trustee***")

DIRECTION IS HEREBY GIVEN by **CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY** (the "***Issuer***") to the Trustee for the Issuer's Clean Energy Project Revenue Bonds, Series 20[__] (Green Bonds) ([Term Rate]) (the "***Bonds***") issued pursuant to the Trust Indenture, dated as of [____ 1, 20__], by and between the Issuer and the Trustee (the "***Indenture***"), to call the Bonds for redemption on [_____], 20[__] (the "***Redemption Date***") at a redemption price equal to [FOR REDEMPTION UNDER SECTION 4.03(a): the greater of (i) the Amortized Value of the Bonds, and (ii) the sum of the present values of the remaining unpaid payments of principal and interest to be paid on the Bonds to be redeemed from and including the Redemption Date (not including any portion of the interest accrued and unpaid as of the Redemption Date) to the Maturity Dates (as defined in the Indenture) of such Bonds, discounted to the Redemption Date on a semiannual basis at a discount rate equal to the Applicable Tax Exempt Municipal Bond Rate for the Bonds minus 0.25% per annum, in each case plus accrued and unpaid interest to the Redemption Date (the "***Redemption Price***")] OR [FOR REDEMPTION UNDER SECTION 4.03(b): the Amortized Value of the Bonds as of the Redemption Date, plus [$0.20] per $1,000 of the principal amount thereof plus accrued and unpaid interest to the Redemption Date (the "***Redemption Price***").]

["***Amortized Value***" means, with respect to any Bond to be redeemed when a Term Rate Period is in effect with respect to such Bond, the principal amount of such Bond multiplied by the price of such Bond expressed as a percentage, calculated by a major market maker in municipal securities, as the quotation agent, selected by the Issuer, based on the industry standard method of calculating bond prices (as such industry standard prevailed on the date such Bond began to bear interest at its current Term Rate), with a delivery date equal to the date of redemption of such Bond, a maturity date equal to the earlier of (a) the stated maturity date of such Bond or (b) the Term Rate Tender Date of such Bond and a yield equal to such Bond's original reoffering yield on the date such Bond began to bear interest at its current Term Rate. The Amortized Value of the Bonds as of certain dates during the Initial Interest Rate Period is set forth in Schedule IV to the Indenture.]

["***Applicable Tax Exempt Municipal Bond Rate***" means, for the Bonds of any maturity, the "***Comparable AAA General Obligations***" yield curve rate for the year of such maturity or Mandatory Purchase Date, as applicable, as published by Refinitiv Global Markets, Inc. at least one Business Day and not more than 15 Business Days prior to the date that notice of redemption is required to be given pursuant to Section 4.04 of the Indenture. If no such yield curve rate is established for the applicable year, the "***Comparable AAA General Obligations***" yield curve rate for the two published maturities most closely corresponding to the applicable year shall be determined, and the Applicable Tax Exempt Municipal Bond Rate will be interpolated or extrapolated from those yield curve rates on a straight line basis. This rate is made available daily by Refinitiv Global Markets, Inc. and is available to its subscribers through its internet address: www.tm3.com. In calculating the Applicable Tax Exempt Municipal Bond Rate, should Refinitiv

Global Markets, Inc. no longer publish the "Comparable AAA General Obligations" yield curve rate, then the Applicable Tax Exempt Municipal Bond Rate shall equal the Consensus Scale yield curve rate for the applicable year. The Consensus Scale yield curve rate is made available daily by Municipal Market Analytics, Inc. and is available to its subscribers through its internet address: www.mma-research.com. In the further event Municipal Market Analytics, Inc. no longer publishes the Consensus Scale, the Applicable Tax Exempt Municipal Bond Rate shall be determined by a major market maker in municipal securities, as the quotation agent, based upon the rate per annum equal to the annual yield to maturity, calculated using semi-annual compounding, of those tax exempt general obligation bonds rated in the highest Rating Category by Moody's and S&P with a maturity date equal to the stated maturity date or Mandatory Purchase Date, as applicable, of such Bonds having characteristics (other than the ratings) most comparable to those of such Bonds in the judgment of the quotation agent. The quotation agent's determination of the Applicable Tax Exempt Municipal Bond Rate shall be final and binding on all parties in the absence of manifest error and may be conclusively relied upon in good faith by the Trustee.]

The quotation agent selected by the Issuer is [_____]. [_____] shall calculate the Redemption Price and deliver it to you five Business Days (as defined in the Indenture) prior to the Redemption Date.

[The remainder of this page is intentionally left blank]

The Issuer hereby directs you to cause notice of such optional redemption to be given pursuant to the provisions set forth in Section 4.04 of the Indenture to the registered owner of each Bond being redeemed, at its address as it appears on the bond registration books of the Trustee or at such address as such owner may have filed with the Trustee for that purpose, as of the Regular Record Date (as defined in the Indenture), such notice to be mailed by first class mail, postage prepaid, at least [_____] ([__]) days prior to the Redemption Date, and such notice to be in substantially the form attached as APPENDIX A hereto.

Dated: [_____], 20[__].

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Authorized Officer

ACKNOWLEDGED

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

APPENDIX A

FORM OF
NOTICE OF CONDITIONAL OPTIONAL REDEMPTION

related to

Clean Energy Project Revenue Bonds
Series 20[__] (Green Bonds) ([Term Rate])

NOTICE IS HEREBY GIVEN to the holders of the following California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 20[__] (the "***Bonds***"), which were issued on [Closing Date], 20[__], that the Bonds listed below have been called for redemption prior to maturity on [_____], 20[__] (the "***Redemption Date***"), at a redemption price equal to [the Amortized Value of the Bonds as of the Redemption Date, plus [$0.20] per $1,000 of the principal amount thereof plus accrued and unpaid interest to the Redemption Date (the "***Redemption Price***")] OR [the greater of (i) the Amortized Value of the Bonds, and (ii) the sum of the present values of the remaining unpaid payments of principal and interest to be paid on the Bonds to be redeemed from and including the Redemption Date (not including any portion of the interest accrued and unpaid as of the Redemption Date) to the Maturity Date (as defined in the Indenture) of such Bonds, discounted to the Redemption Date on a semiannual basis at a discount rate equal to the Applicable Tax Exempt Municipal Bond Rate for the Bonds minus 0.25% per annum, in each case plus accrued and unpaid interest to the Redemption Date (the "***Redemption Price***").]

["***Amortized Value***" means, with respect to any Bond to be redeemed when a Term Rate Period is in effect with respect to such Bond, the principal amount of such Bond multiplied by the price of such Bond expressed as a percentage, calculated by a major market maker in municipal securities, as the quotation agent, selected by the Issuer, based on the industry standard method of calculating bond prices (as such industry standard prevailed on the date such Bond began to bear interest at its current Term Rate), with a delivery date equal to the date of redemption of such Bond, a maturity date equal to the earlier of (a) the stated maturity date of such Bond or (b) the Term Rate Tender Date of such Bond and a yield equal to such Bond's original reoffering yield on the date such Bond began to bear interest at its current Term Rate. The Amortized Value of the Bonds as of certain dates during the Initial Interest Rate Period is set forth in Schedule IV to the Indenture.]

["***Applicable Tax Exempt Municipal Bond Rate***" means, for the Bonds of any maturity, the "***Comparable AAA General Obligations***" yield curve rate for the year of such maturity or Mandatory Purchase Date, as applicable, as published by Refinitiv Global Markets, Inc. at least one Business Day and not more than 15 Business Days prior to the date that notice of redemption is required to be given pursuant to Section 4.04 of the Indenture. If no such yield curve rate is established for the applicable year, the "***Comparable AAA General Obligations***" yield curve rate for the two published maturities most closely corresponding to the applicable year shall be determined, and the Applicable Tax Exempt Municipal Bond Rate will be interpolated or extrapolated from those yield curve rates on a straight line basis. This rate is made available daily

by Refinitiv Global Markets, Inc. and is available to its subscribers through its internet address: www.tm3.com. In calculating the Applicable Tax Exempt Municipal Bond Rate, should Refinitiv Global Markets, Inc. no longer publish the "Comparable AAA General Obligations" yield curve rate, then the Applicable Tax Exempt Municipal Bond Rate shall equal the Consensus Scale yield curve rate for the applicable year. The Consensus Scale yield curve rate is made available daily by Municipal Market Analytics, Inc. and is available to its subscribers through its internet address: www.mma-research.com. In the further event Municipal Market Analytics, Inc. no longer publishes the Consensus Scale, the Applicable Tax Exempt Municipal Bond Rate shall be determined by a major market maker in municipal securities, as the quotation agent, based upon the rate per annum equal to the annual yield to maturity, calculated using semi-annual compounding, of those tax exempt general obligation bonds rated in the highest Rating Category by Moody's and S&P with a maturity date equal to the stated maturity date or Mandatory Purchase Date, as applicable, of such Bonds having characteristics (other than the ratings) most comparable to those of such Bonds in the judgment of the quotation agent. The quotation agent's determination of the Applicable Tax Exempt Municipal Bond Rate shall be final and binding on all parties in the absence of manifest error and may be conclusively relied upon in good faith by the Trustee.]

CUSIP Number[1]	Maturity Date	Interest Rate	Outstanding Principal Amount	Principal Amount to be Redeemed	Redemption Date

The quotation agent selected by California Community Choice Financing Authority is [_____]. [_____] shall calculate the Redemption Price five Business Days (as defined in the Indenture) prior to the Redemption Date.

On the Redemption Date, there shall become due and payable on the Bonds to be redeemed, upon presentation and surrender of such Bonds as set forth below, the above mentioned Redemption Price, together with interest accrued and unpaid on the Bonds to be redeemed to such Redemption Date and, if payment has been made as provided for, then interest on the Bonds to be redeemed shall cease to accrue from and after the Redemption Date.

The redemption of the Bonds is subject to the condition that the Redemption Price will be due and payable on the Redemption Date only if moneys sufficient to accomplish such redemption are held by the Trustee on the scheduled Redemption Date.

[1] No representation is made as to the correctness of the CUSIP number either as printed on the Bonds or as contained in this notice and an error in a CUSIP number as printed on such Bonds or as contained in this notice shall not affect the validity of the proceedings for redemption.

On [insert redemption date], the Bonds to be redeemed shall be surrendered for redemption to:

FIRST CLASS/REGISTERED/CERTIFIED	EXPRESS DELIVERY ONLY	BY HAND ONLY

Any inquiries can be made by calling the following telephone number: (___) ___-____.

The method of delivery of the Bonds to be redeemed is at the option and risk of the holder, but, if mail is used, registered mail, properly insured, with receipt requested, is recommended.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee

By: _____
Name:
Title:

Dated: [_____], 20[__]

EXHIBIT D

Form of Index Rate Continuation Notice

Re: California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 20[_]-[_] (Green Bonds) ([SIFMA/SOFR] Index Rate) (the "Bonds")

Reference is made to [Section 2.09][and][Section 2.14] of the Trust Indenture, dated as of [____, 20__] (the "Indenture"), between the California Community Choice Financing Authority (the "Issuer") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), relating to the above captioned Bonds. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Indenture.

The undersigned Authorized Officer of the Issuer hereby notifies the Trustee and the Rating Agencies as follows with respect to the Index Rate Period commencing on the date hereof:

Include the following text separately for each Series of Index Rate Bonds:

(i) the Index Rate shall be the [SOFR/SIFMA] Index Rate; and the Index Rate Period shall be;

(ii) if the Index Rate shall be the SOFR Index Rate, (A) the SOFR Index shall be the "Secured Overnight Financing Rate" reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of such Secured Overnight Financing Rate, as of 3:00 p.m. on each SOFR Publish Date representing the SOFR Index as of the third Business Day preceding the [Conversion Date][Index Rate Reset Date], which will be used to calculate interest for the SOFR Effective Period beginning on such [Conversion Date][Index Rate Reset Date] (the "SOFR Effective Date") (for example, for purposes of determining the SOFR Index for a SOFR Effective Date of Thursday, _____, 20__, the Calculation Agent uses SOFR published on the SOFR Publish Date of Tuesday, _____, 20__, which is the SOFR Index for the SOFR Lookback Date of Monday, _____, 20__), and (B) the Applicable Factor, as determined by the Underwriter or the Remarketing Agent, as the case may be, shall be [___]% of SOFR.

(iii) the Applicable Spread for each Maturity Date, as determined by the Underwriter or the Remarketing Agent, as the case may be, shall be as follows:

MATURITY DATE	APPLICABLE SPREAD

(iv) if, during any [SIFMA/SOFR] Index Rate Period, the [SIFMA/SOFR] Index Rate is not reported by, or otherwise ceases to be available from, the relevant source, the substitute or replacement Index Rate, as determined by the Issuer, for the Index Rate Period shall be the substitute determined in writing by the Issuer;

(v) the first day of the new Index Rate Period shall be;

(vi) the Index Rate Tender Date shall be;

(vii) if a Liquidity Facility is to be in effect for the Bonds during the new Index Rate Period, the Liquidity Facility Provider shall be;

(viii) for a Series of Bonds bearing interest at the SIFMA Index Rate, the Index Rate Reset Date[s] shall be [Thursday of each week, or if the SIFMA Index is not issued on Wednesday of such week, the Business Day next succeeding the day on which the SIFMA Index for such week is issued]; and

(ix) for a Series of Bonds bearing interest at the SOFR Index Rate, the SOFR Effective Date shall be [each Business Day][[_____], 20[___]].

Include the following text for any Series of CPI Bonds:

(i) the CPI Rate Period shall be _____;

(ii) the Applicable Spread for each Maturity Date, as determined by the Underwriter or the Remarketing Agent, as the case may be, shall be as follows:

MATURITY DATE	APPLICABLE SPREAD

(iii) the CPI Index Rate for each Maturity Date shall be calculated, in accordance with Section 2.14 of the Indenture, using the CPI Index Rate Formula, which means [(CPIt — CPIt-12) / CPIt-12] + Applicable Spread, where:

CPIt = CPI for the applicable Reference Month;

CPIt-12 = CPI for the twelfth month prior to the applicable Reference Month;

Applicable Spread = [___]%; and

Reference Month = the 3rd calendar month preceding each CPI Index Rate Reset Date.

(iv) the Mandatory Purchase Date shall be;

(v) the Interest Payment Dates shall be the first Business Day of each Month;

(vi) the CPI Index Rate Reset Date[s] shall be the first day of each calendar month; and

(vii) if, during any CPI Index Rate Period, the CPI is not reported by, or otherwise ceases to be available from, the relevant source, but the CPI has otherwise been reported by the BLS, the Calculation Agent will determine the CPI as published by the BLS for such month using a source it deems to be accurate and appropriate.

[The remainder of this page is intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, I have set forth my hand this ____ day of _____.

CALIFORNIA COMMUNITY CHOICE
FINANCING AUTHORITY

By: _____
Name_____
Title_____

Please sign below to signify your acknowledgement of receipt of this Notice and, as to the Underwriter or the Remarketing Agreement, as the case may be, your agreement with the terms set forth herein.

ACKNOWLEDGED AND RECEIVED:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Name _____
Title _____

ACKNOWLEDGED, RECEIVED AND AGREED TO:

_____
as Underwriter

By: _____
Name _____
Title _____

SCHEDULE I

INITIAL PROJECT PARTICIPANT

Silicon Valley Clean Energy Authority
Notice Address:
333 W. El Camino Real Suite 330
Sunnyvale, California 94087

SCHEDULE II

Scheduled Debt Service Deposits[(1)]

DATE	SCHEDULED MONTHLY DEPOSIT	MINIMUM INTEREST EARNINGS ACCRUAL[(1)]	CUMULATIVE SCHEDULED BALANCE
	$		$

Date	Scheduled Monthly Deposit	Minimum Interest Earnings Accrual[1]	Cumulative Scheduled Balance

(1) Excludes projected interest earnings on the initial Debt Service Fund Agreement.

SCHEDULE III

TERMS OF COMMODITY SWAP

For each Month beginning with [___] 20[__] and ending with [__] 20[__], the Issuer will determine for each "Primary Delivery Point" as set forth on Exhibit A to the Energy Purchase Agreement, (i) the price under the "Contract Index Price" (as set forth on such Exhibit A), (ii) the difference (which may be positive or negative) between such Contract Index Price and the aggregate fixed prices for Energy set forth in the Commodity Swap, and (iii) the product of such difference and the Energy quantity, as applicable, for such Primary Delivery Point as set forth on Exhibit A to the Energy Purchase Agreement.

The Issuer will then calculate a net settlement amount for all Primary Delivery Points for such Month due by or to the Issuer under the Commodity Swap that aggregates the amounts determined under clause (iii) above.

All payments from the Issuer or the Commodity Swap Counterparty will be due on each "Payment Date" under the Commodity Swap (which shall be the twenty-fifth (25th) day of the Month following the Month of Energy deliveries or, if such day is not a Business Day under the Commodity Swap, then the next following Business Day).

SCHEDULE IV

AMORTIZED VALUE OF SERIES 20[__] BONDS

REDEMPTION DATE	REDEMPTION PRICE	REDEMPTION DATE	REDEMPTION PRICE
	$		$

REDEMPTION DATE	REDEMPTION PRICE	REDEMPTION DATE	REDEMPTION PRICE

PREPAID ENERGY SALES AGREEMENT

between

ENERGY PREPAY [_], LLC

and

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

Dated as of [___], 20[__]

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PREPAID ENERGY SALES AGREEMENT

This Prepaid Energy Sales Agreement (hereinafter, this "Agreement") is made and entered into as of [___], 20[__] (the "Execution Date"), by and between Energy Prepay [_], LLC, a Delaware limited liability company ("Seller"), and California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq*. of the California Government Code, as amended) ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller desires to sell Energy to Buyer, and Buyer desires to purchase Energy from Seller, upon the terms and conditions hereinafter set forth;

WHEREAS, in connection with the execution of this Agreement, Seller shall enter into that certain Energy Management Agreement, dated as of the date hereof (the "Energy Management Agreement"), with Morgan Stanley Capital Group Inc., a Delaware corporation ("MSCG"), pursuant to which Seller shall acquire Energy for delivery under this Agreement; and

WHEREAS, in connection with Buyer's execution of the Power Supply Contract (as defined below), the Project Participant (as defined below) under such Power Supply Contract will assign to MSCG pursuant to the [Initial Assignment Agreement] certain Assigned Rights and Obligations, including the right to receive Assigned Product, which Assigned Product will be resold by MSCG to Seller under the Energy Management Agreement, then resold by Seller to Buyer hereunder and then resold to the Project Participant under the Power Supply Contract.

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements herein set forth, Buyer and Seller (the "Parties" hereto; each is a "Party") agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Defined Terms. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"Acceleration Event" has the meaning specified in Section 17.1.

"Affiliate" means, with respect to either Party, any entity which is a direct or indirect parent or subsidiary of such Party or which directly or indirectly (i) owns or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors or Persons performing similar functions or (b) direct or cause the direction of the management and policies, whether by contract or otherwise. The term "Affiliates" shall be construed accordingly.

"Agreement" has the meaning specified in the preamble and shall include exhibits, recitals and attachments referenced herein and attached hereto and all amendments, supplements and modifications hereto and thereto.

"Annual Quantity" means, with respect to each Contract Year of the Delivery Period, the quantity (in MWh) of Assigned Product for such Contract Year as set forth on Exhibit A-3; provided that the Annual Quantity for any Contract Year shall be reduced by the aggregate amount of any quantities of Base Energy required to be remarketed under this Agreement for any given Contract Year.

"Assigned Delivery Point" has the meaning specified in the applicable Assignment Agreement.

"Assigned Energy" has the meaning specified in the applicable Assignment Agreement; provided that any Assigned Energy shall be EPS Compliant Energy as set forth in the Assignment Letter Agreement.

"Assigned Paygo Quantity" means any Assigned Products delivered under this Agreement in a Contract Year in excess of the Annual Quantity for such Contract Year.

"Assigned PPA" has the meaning specified in the Participant Custodial Agreement.

"Assigned PPA Index Adder" means the amount (in $/MWh) specified in Exhibit A-2 for each Month of the Delivery Period.

"Assigned Product" means, as applicable, PCC1 Product, Long-Term PCC1 Product, PCC2 Product, Assigned Energy, Assigned RECs and any other product included in an Assignment Agreement, subject to any limitations for such other Product set forth in the Assignment Letter Agreement.

"Assigned RECs" means any RECs associated with PCC1 Product, PCC2 Product or Long-Term PCC1 Product to be delivered to MSCG or Seller pursuant to any Assigned Rights and Obligations.

"Assigned Rights and Obligations" means a portion of the Project Participant's rights and obligations under a power purchase agreement assigned pursuant to an Assignment Agreement.

["Assignment Agreement" means the Initial Assignment Agreement(s) and any subsequent assignment agreement entered into consistent with the Assignment Letter Agreement.]

"Assignment Letter Agreement" means that certain Letter Agreement, dated as of the date hereof, by and among MSCG, Seller, Buyer and Project Participant.

"Assignment Period" has the meaning specified in the applicable Assignment Agreement.

"Available Discount" has the meaning specified in the Re-Pricing Agreement.

"Balancing Authority" has the meaning specified in the CAISO Tariff.

"Base Energy" means Firm (LD) Energy to be delivered to an Energy Delivery Point.

"Billing Date" has the meaning specified in Section 14.1(b).

"Billing Statement" has the meaning specified in Section 14.1(b).

"Bond Closing Date" means the first date on which the Bonds are issued pursuant to the Bond Indenture.

"Bond Documents" means this Agreement, the Power Supply Contract, the Bond Indenture and all other documents, agreements and instruments entered into or delivered by Buyer in connection with any of the foregoing or the transactions thereunder.

"Bond Indenture" means (i) the Trust Indenture to be entered into prior to the commencement of the Delivery Period between Buyer and the Trustee, as supplemented and amended from time to time in accordance with its terms, and (ii) any trust indenture entered into in connection with the commencement of any Interest Rate Period after the initial Interest Rate Period between Buyer and the Trustee containing substantially the same terms as the Trust Indenture described in clause (i) and which is intended to replace the Trust Indenture described in clause (i) as of the commencement of such Interest Rate Period which follows.

"Bonds" means the bonds issued pursuant to the Bond Indenture.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a Federal Reserve Bank Holiday, (iii) any other day on which commercial banks in either New York, New York or the State of California are authorized or required by Law to close, or (iv) any other day excluded pursuant to the Bond Indenture.

"Buyer" has the meaning specified in the preamble.

"Buyer Custodial Agreement" means that certain Custodial Agreement, dated as of the Bond Closing Date, by and among Swap Counterparty, Buyer, the Trustee and U.S. Bank Trust Company, National Association, as custodian as the same may be amended, modified or supplemented from time to time.

"Buyer Swap" means (i) the transaction confirmation entered into under the ISDA Master Agreement, dated as of the date hereof, between Buyer and the Swap Counterparty, and (ii) each replacement Buyer Swap entered into pursuant to Section 17.5.

"Buyer's Statement" has the meaning specified in Section 14.1(a).

"CAISO" means California Independent System Operator or its successor.

"CAISO Tariff" means CAISO's FERC-approved tariff, as modified, amended or supplemented from time to time.

"California Long-Term Contracting Requirements" means the long-term contracting requirement set forth in the Clean Energy and Pollution Reduction Act of 2015 (SB 350), California Public Utilities Code section 399.13(b), and CPUC Decision 17-06-026 and CPUC Decision 18-05-026, as may be modified by subsequent decision of the California Public Utilities Commission or by other Law.

"Call Option Notice" has the meaning specified in Exhibit G.

"Claiming Party" has the meaning specified in Section 11.1.

"Claims" means all claims or actions, threatened or filed, that directly or indirectly relate to the indemnities provided herein, and the resulting losses, damages, expenses, attorneys' fees, experts' fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

["Clean Energy Project" has the meaning specified in the Bond Indenture.]

"Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any purchase or sale or other action required to be made, attempted or taken by a Party under this Agreement, such efforts as a reasonably prudent Person would undertake for the protection of its own interest under the conditions affecting such purchase or sale or other action, including without limitation, the amount of notice of the need to take such action, the duration and type of the purchase or sale or other action, the competitive environment in which such purchase or sale or other action occurs, and the risk to the Party required to take such action.

"Contract Index Price" means the index price specified on Exhibit A-1 with respect to the Hourly Quantity of Energy (which index prices may be Day-Ahead Market Price or Real-Time Market Price).

"Contract Quantity" means (i) with respect to Base Energy, the Hourly Quantity of Base Energy set forth in Exhibit A-1 for any Month, (ii) with respect to Assigned Energy, the Monthly Projected Quantity of Assigned Energy set forth in Exhibit A-2 for any Month, as such Exhibit A-1 and Exhibit A-2 shall be updated from time to time in accordance with Section 6.2, and (iii) with respect to the Annual Quantity, the Annual Quantity of Assigned Energy set forth in Exhibit A-3).

"Contract Year" means each period of 12 Months from January 1 until December 31 during the Delivery Period; provided that (x) the initial Contract Year shall be a pro-rated [#] Month period from [____] 1, 20[_] until [____], 20[_] and (y) the Annual Quantity for 20[_] set forth in Exhibit A-3 reflects the pro-rated Annual Quantity for such [#] Month period in 20[_].

"Custodial Agreements" means the Buyer Custodial Agreement and the Seller Custodial Agreement.

"Daily Basis Differential" has the meaning specified in Section 18.11(a)(ii).

"Daily Commodity Reference Price" means (A) the Day-Ahead Market Price, (B) the Day-Ahead Average Price or (C) the Real-Time Market Price.

"Daily Replacement Index" has the meaning specified in Section 18.11(a)(ii).

["Day-Ahead Average Price" means, [for any Assigned Energy in any EPS Energy Period], the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Assigned PPA Index Adder for the relevant Month. As used in this definition, "Pricing Interval" means each unit of time for which CAISO establishes a separate price.][1]

"Day-Ahead Market Price" means the Day Ahead Market or Locational Marginal Price for the Energy Delivery Point for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by such independent system operator or other entity in accordance with its rules.

"Default Rate" means, as of any date of determination, the lesser of (a) the sum of (i) the rate of interest per annum quoted in The Wall Street Journal (Eastern Edition) under the "Money Rates" section as the "Prime Rate" for such date of determination, plus (ii) one percent per annum, or (b) if a lower maximum rate is imposed by applicable Law, such maximum lawful rate.

"Delivery Hours" means each Hour commencing at 00:00 (PPT) on the first day of the Delivery Period, and each Hour thereafter during the Delivery Period.

"Delivery Period" has the meaning specified in Exhibit F.

"Delivery Point" means (i) the applicable Energy Delivery Point for Base Energy and (ii) the applicable Assigned Delivery Point(s) for Assigned Energy (as set forth in Exhibits A-1 and A-2, respectively).

"Early Termination Payment Date" means the last Business Day of the first Month that commences after an Acceleration Event; *provided* that, in the case of an Acceleration Event due to a Failed Remarketing, the Early Termination Payment Date shall be the last Business Day of the then-current Interest Rate Period.

"Eligible Renewable Energy Resource" has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in MWhs.

"Energy Delivery Point" has the meaning specified in Exhibit A-1.

"Energy Delivery Termination Date" means a date that occurs pursuant to Section 17.4(a) upon which the Delivery Period will end and Buyer's and Seller's respective obligations to receive and deliver Energy under this Agreement will terminate.

[1] NTD: Initial Assignment Agreement(s) provisions are subject to change based upon review of underlying PPAs.

"Energy Delivery Termination Event" has the meaning specified in Section 17.2.

"Energy Management Agreement" has the meaning specified in the recitals.

"EPS" means California's Emissions Performance Standards, as set forth in Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, and any successor Law.

"EPS Compliant Energy" means Energy that the Project Participant can contract for and purchase in compliance with EPS requirements that are applicable to such Project Participant.

"EPS Energy Period" means the Initial EPS Energy Period and any subsequent Assignment Period established by future assignments of power purchase agreements consistent with the Assignment Letter Agreement.

"Execution Date" has the meaning specified in the preamble.

"Failed Remarketing" has the meaning specified in the Bond Indenture.

"FERC" means the Federal Energy Regulatory Commission and any successor thereto.

"Final Maturity Date" has the meaning specified in the Bond Indenture.

"Firm (LD)" means, with respect to the obligation to deliver Energy, that either Party shall be relieved of its obligations to sell and deliver or purchase and receive without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure. In the absence of Force Majeure, the Party to which performance is owed shall be entitled to receive from the Party which failed to deliver/receive an amount determined pursuant to Article IV.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell any Energy purchased hereunder; (iii) the loss or failure of Seller's supply except if such loss or failure results from curtailment by a Transmission Provider; or (iv) Seller's ability to sell the Energy at a higher price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (a) such Party (or an upstream supplier with respect to Seller or the Project Participant with respect to Buyer) has contracted for firm transmission with such Transmission Provider for the Energy to be delivered to or received at the Energy Delivery Point and (b) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; *provided*, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of Force Majeure absent a showing of other facts and circumstances which in the aggregate with such

factors establish that Force Majeure as defined in the first sentence hereof has occurred. Notwithstanding the foregoing or anything to the contrary herein, (I) to the extent that (x) a PPA Supplier fails to deliver any Assigned Energy and claims force majeure with respect to such failure to deliver or (y) a PPA Supplier otherwise is unable to deliver any portion of the Annual Quantity due to an event that would be considered Force Majeure under this Agreement if it affected Seller directly, then such event shall be deemed to constitute Force Majeure in respect of Seller hereunder; and (II) to the extent that an Assignment Agreement is terminated early, such termination shall constitute Force Majeure with respect to Seller until the earlier of (A) the commencement of an Assignment Period under a replacement Assignment Agreement, (B) the commencement of the delivery of EPS Compliant Energy procured by MSCG consistent with the Assignment Letter Agreement or (C) the end of the second Month following the Month in which such early termination occurs.

"Funding Agreement" means initially that certain [Funding Agreement], dated as of the date hereof, by and between Seller and the Funding Recipient and any replacement funding agreement entered into for a subsequent Reset Period.

"Funding Recipient" means initially, [Funding Recipient], a [____] or its successors to or permitted assignees of the Funding Agreement, and any other Person that becomes counterparty to Seller under a Funding Agreement for a subsequent Reset Period.

"Government Agency" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"Hour" means each 60-minute period commencing at 00:00 (PPT) on the first day of the Delivery Period. The term "Hourly" shall be construed accordingly.

"Hourly Quantity" means, with respect to each Delivery Hour during the Delivery Period, the quantity (in MW) of Base Energy set forth on Exhibit A-1 for the Month in which such Delivery Hour occurs (as such Exhibit A-1 may be updated from time to time in accordance with Section 6.2).

["Initial Assignment Agreement" means that certain Limited Assignment Agreement, dated on or around the Bond Closing Date, by and among the Project Participant, Initial PPA Supplier and MSCG.]

["Initial EPS Energy Period" means the "Assignment Period" as defined in the Initial Assignment Agreement.]

["Initial PPA Supplier" means [_____].][2]

[2] NTD: Subject to confirmation.

"Interest Rate Period" has the meaning specified in the Bond Indenture, provided that if the Bonds are outstanding in two or more series with separate, concurrent and co-terminus Interest Rate Periods, "Interest Rate Period" shall mean all such Interest Rate Periods collectively.

"Law" means any statute, law, rule or regulation or any judicial or administrative interpretation thereof having the effect of the foregoing enacted, promulgated, or issued by a Government Agency whether in effect as of the Execution Date or at any time in the future.

"Ledger Event" has the meaning specified in Exhibit C.

"Long-Term PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1, and the California Long-Term Contracting Requirements, to be delivered to MSCG, Seller or any successors thereto pursuant to any Assigned Rights and Obligations.

"Master Custodial Agreement" means that certain Master Custodial Agreement, dated as of the date hereof, by and among Seller, MSCG, Buyer and the Master Custodian, as the same may be amended, modified or supplemented from time to time.

"Master Custodian" means The Bank of New York Mellon, a New York banking corporation, as custodian under the Master Custodial Agreement, and its successors as Master Custodian under the Master Custodial Agreement.

"Minimum Discount" has the meaning specified in the Power Supply Contract.

"Month" means a calendar month. The term "Monthly" shall be construed accordingly.

"Monthly Excess Quantity" means, for any Month, the amount, if any, by which the total quantity (in MWh) of Assigned Product delivered under an Assigned PPA in such Month exceeds the Monthly Projected Quantity for such Assigned PPA for such Month.

"Monthly Projected Quantity" means, with respect to each Assigned PPA and each Month of the Assignment Period for each Assigned PPA, the quantity (in MWh) of Assigned Product for such Month as set forth on Exhibit A-2 for such Assigned PPA (as such Exhibit A-2 may be updated from time to time in accordance with Section 6.2).

"Morgan Stanley" means Morgan Stanley, a Delaware corporation.

"MSCG" has the meaning specified in the recitals.

"MWh" means megawatt-hour.

"Participant Custodial Agreement" means that certain Consolidated PPA Custodial Agreement, dated as of May 7, 2026, by and among the Project Participant, Buyer, Morgan Stanley Energy Structuring, L.L.C., MSCG and the Participant Custodian, as from time to time amended, restated, supplemented or otherwise modified.

"Participant Custodian" means U.S. Bank Trust Company, National Association.

"Party" has the meaning specified in the recitals.

"PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1 to be delivered to MSCG, Seller or any successors thereto pursuant to any Assigned Rights and Obligations.

"PCC2 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 2 to be delivered to MSCG, Seller or any successors thereto pursuant to any Assigned Rights and Obligations.

"Person" means any individual, limited liability company, corporation, partnership, joint venture, trust, unincorporated organization or Government Agency.

"Portfolio Content Category 1" or "PCC1" means any Renewable Energy Credit associated with the generation of electricity from an "Eligible Renewable Energy Resource" consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

"Portfolio Content Category 2" or "PCC2" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

"Power Supply Contract" has the meaning specified in the Bond Indenture.

"PPA Supplier" means the Initial PPA Supplier and any subsequent supplier who enters into an Assignment Agreement consistent with the Assignment Letter Agreement.

"PPT" means Pacific Prevailing Time.

"Prepayment" means the amount specified in Exhibit F.

"Prepayment Outside Date" means the date specified in Exhibit F.

"Project Participant" means Silicon Valley Clean Energy Authority, a joint powers authority organized pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code.

"Provisional Payment" has the meaning specified in the Exhibit C.

"PSC Remarketing Termination" means, with respect to the Power Supply Contract, that the Project Participant delivered a valid [Remarketing Termination Notice] (other than a [Voided Remarketing Termination Notice]) (as such terms are defined in the Power Supply Contract) in accordance with [Section 3.4(b)] of the Power Supply Contract.

"Put Option Notice" has the meaning specified in Exhibit G.

"Rating Confirmation" has the meaning specified in the Bond Indenture.

"Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of the Bond Closing Date, by and between Buyer and Seller.

"Real-Time Market Price" means The Five Minute Market (FMM) Locational Marginal Price for the Energy Delivery Point for each applicable interval as published by CAISO, or as such price may be corrected or revised from time to time by such independent system operator or other entity in accordance with its rules.

"Remarketing Notice" has the meaning specified in Exhibit C.

"Renewable Energy Credit" or "REC" has the meaning specified for "Renewable Energy Credit" in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Repurchase Offer" has the meaning specified in Exhibit G.

"Reset Period" means each "Reset Period" under the Re-Pricing Agreement.

"RPS" means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, inter alia, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

"Schedule", "Scheduled" or "Scheduling" means the actions of Seller, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered during any given portion of the Delivery Period at a specified Delivery Point.

"Seller" has the meaning specified in the preamble.

"Seller Custodial Agreement" means that certain Custodial Agreement, dated as of the Bond Closing Date, by and among Swap Counterparty, Seller, the Trustee and U.S. Bank Trust Company, National Association, as custodian, as the same may be amended, modified or supplemented from time to time.

"Seller Swap" means (i) the transaction confirmation entered into under the ISDA Master Agreement, dated as of the date hereof, by Seller and the Swap Counterparty, and (ii) each replacement Seller Swap entered into pursuant to Section 17.5.

"Specified Discount" means the amount specified in Exhibit F.

"Specified Fixed Price" means the amount specified in Exhibit F.

"Specified Investment Agreement" means a guaranteed investment contract between the Trustee and a provider concerning the investment of funds in the [Debt Service Account] (as defined in the Bond Indenture).

"Swap Counterparty" means (i) [Swap Counterparty], a [___] and (ii) any other Person that becomes counterparty to Buyer under a Buyer Swap or to Seller under a Seller Swap, in each case pursuant to Section 17.5.

"Swap Replacement Period" has the meaning specified in Section 17.5(a).

"Terminating Party" means any Party that has the right to terminate this Agreement pursuant to Article XVII.

"Termination Payment" means, with respect to any Early Termination Payment Date, the amount specified on Exhibit D-1 for the calendar month in which such Early Termination Payment Date occurs (as adjusted by any applicable Termination Payment Adjustment Amount specified on Exhibit D-2) without any set-off or netting of amounts then due from Buyer.

"Termination Payment Adjustment Amount" means, with respect to any Early Termination Payment Date, the amount specified on Exhibit D-2 for the calendar month in which such Early Termination Payment Date occurs. For the avoidance of doubt, the Termination Payment Adjustment Amount for the period commencing on the Execution Date is zero (0).

"Termination Payment Adjustment Schedule" means the schedule of Termination Payment Adjustment Amounts set forth in Exhibit D-2, as such exhibit may be populated and amended from time to time in accordance with Section 17.8.

"Transaction Documents" has the meaning specified in Article XIII.

"Transmission Provider(s)" means any entity or entities transmitting or transporting Energy on behalf of Seller or Buyer to or from an Energy Delivery Point.

"Trustee" means U.S. Bank Trust Company, National Association and its successors as Trustee under the Bond Indenture.

"WREGIS" means the Western Renewable Energy Generation Information System or its successor.

Section 1.2 Definitions; Interpretation. References to "Articles," "Sections," "Schedules" and "Exhibits" shall be to Articles, Sections, Schedules and Exhibits, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words

of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the scope of such general statement, term or matter. Any reference herein to any agreement or document includes all amendments, supplements or restatements to and of such agreement or document as may occur from time to time, and any reference to a party to any such agreement includes all successors and assigns of such party thereunder permitted by the terms hereof and thereof.

ARTICLE II.
EXECUTION DATE AND DELIVERY PERIOD

Section 2.1 Execution Date; Delivery Period. This Agreement shall become effective upon the Execution Date and, unless this Agreement is terminated early pursuant to Section 2.2, all of Seller's and Buyer's obligations under this Agreement shall be deemed to have been incurred upon the Execution Date. Unless this Agreement is terminated pursuant to Section 2.2, then, upon receipt of the Prepayment, the delivery of Energy under this Agreement shall commence and continue for the remainder of the Delivery Period.

Section 2.2 Termination by Seller Prior to Prepayment. Seller shall have no obligation to perform under this Agreement unless and until it has received the Prepayment from Buyer pursuant to Section 3.2. In the event Seller has not received the Prepayment prior to noon local time in New York, New York on the Prepayment Outside Date, Seller shall have the right, until such Prepayment has been paid, to terminate this Agreement without any further obligation or liability of either Party; *provided* that, for the avoidance of doubt, in the event Seller so terminates, such termination shall be effective upon the Prepayment Outside Date regardless of whether Buyer tenders the Prepayment after Seller's notice of termination but prior to the Prepayment Outside Date. For the avoidance of doubt, no Termination Payment shall be payable by Seller under any circumstances if this Agreement terminates pursuant to this Section 2.2.

ARTICLE III.
SALE AND PURCHASE

Section 3.1 Sale and Purchase of Energy.

(a) Seller agrees to sell and deliver or cause to be delivered to Buyer, and Buyer agrees to take or cause to be taken from Seller, in each case, on a Firm (LD) basis, the Contract Quantity pursuant to the terms and conditions set forth in this Agreement. Energy delivered to Buyer under this Agreement shall be re-delivered to the Project Participant on a floating price basis throughout the Delivery Period. The Parties acknowledge and agree that Seller's delivery obligation for (i) Assigned Products will be measured on an annual basis and (ii) Base Energy will be measured on an Hourly basis, as reflected in the definition of Contract Quantity and further set forth in the terms of this Agreement.

(b) In recognition that Seller will have increased floating price payment obligations to the Swap Counterparty under the Seller Swap with respect to negatively priced Energy and the Swap Counterparty will have increased floating price payment obligations to Buyer under the Buyer Swap with respect to negatively priced Energy, the Parties acknowledge and agree that Seller shall have no payment obligations to Buyer with respect to negatively priced Energy.

Furthermore, with respect to any negatively priced Energy remarketed pursuant to this Agreement, Seller's payment obligations under Exhibit C shall be reduced to the extent that such Energy is negatively priced.

Section 3.2 Prepayment. [Prior to the commencement of the Delivery Period,] Buyer shall pay Seller for all Energy to be delivered during the Delivery Period in an amount equal to the Prepayment, and Seller shall accept the Prepayment as payment in full for all Energy to be delivered hereunder. Buyer shall pay the Prepayment in a single lump sum payment by wire transfer of immediately available funds to an account designated by Seller. In no event shall Buyer be entitled to any rebate or refund of the Prepayment, but nothing in this Section 3.2 shall limit Buyer's rights under (i) Article IV for Seller's failure to deliver Energy (whether or not excused), (ii) Article XVII upon early termination of this Agreement or (iii) Exhibit C with respect to remarketing of Energy in accordance therewith. In no event shall Buyer be required to pay the Prepayment unless and until the Bonds are issued in exchange for a purchase price sufficient to pay costs of issuance, to fund required reserves under the Bond Indenture (or purchase surety bonds or enter into any similar arrangements in lieu of funding such reserves), and to pay the Prepayment.

Section 3.3 Other Amounts Payable with Respect to Assigned Products.

(a) With respect to Monthly Excess Quantities and Assigned Paygo Quantities delivered hereunder, Buyer shall pay Seller an amount equal to the quantity of such Monthly Excess Quantities and Assigned Paygo Quantities, as applicable, multiplied by the price specified for Assigned Product under the applicable Assignment Agreement(s); provided that the Parties acknowledge and agree that the Project Participant's payment of the [Retained Payment Amount] (as defined in the Participant Custodial Agreement) shall be deemed to satisfy Buyer's payment obligation hereunder with respect to any such Monthly Excess Quantities and Assigned Paygo Quantities. To the extent the Project Participant fails to pay any amounts when due under the Participant Custodial Agreement with respect to Monthly Excess Quantities or Assigned Paygo Quantities, Buyer shall promptly transfer the resulting [Excess Receivables] (as defined in Exhibit G) to Seller, and the transfer of such Excess Receivables shall satisfy Buyer's payment obligation with respect thereto.

(b) After the Annual Quantity has been delivered for any Contract Year, Seller shall pay Buyer the Day-Ahead Average Price with respect to any remaining Monthly Projected Quantities for any such Contract Year.

Section 3.4 No Obligation to Take Base Energy. Notwithstanding anything to the contrary in this Agreement, Buyer shall not be required to purchase and receive any Base Energy hereunder, and Seller shall remarket any portion of the Contract Quantity that is Base Energy pursuant to the provisions of Exhibit C.

Section 3.5 Reduction of Contract Quantity. The Parties recognize and agree that the Contract Quantity may be reduced in a Reset Period pursuant to the re-pricing methodology described in the Re-Pricing Agreement if necessary to achieve a successful remarketing of the Bonds. The Parties agree further that if, pursuant to the Re-Pricing Agreement, Buyer and the [Calculation Agent] (as defined in the Bond Indenture) determine in connection with the

establishment of any new Reset Period that: (i) such Reset Period will be the final Reset Period and (ii) such Reset Period will end prior to the end of the original Delivery Period, then (A) the Delivery Period will be deemed to be modified so that it ends at the end of such Reset Period, and (B) the Contract Quantity for the last Month in such Reset Period may be reduced as provided in the Re-Pricing Agreement.

ARTICLE IV.
FAILURE TO DELIVER OR TAKE ENERGY

Section 4.1 Assigned Product. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall have any liability or other obligation to one another under this Agreement for any failure to Schedule, take, or deliver Assigned Product other than as set forth in Section 5(a) of Exhibit C for any failure to Schedule, take or deliver Assigned Energy.

Section 4.2 Failure to Deliver or Take Due to Force Majeure. If with respect to all or any portion of the Contract Quantity of Base Energy:

(a) Buyer fails to take or Seller fails to deliver all or any portion of the Contract Quantity at any Delivery Point pursuant to the terms of this Agreement; and

(b) such failure is due to Force Majeure claimed by either Party,

then Seller shall pay to Buyer the result determined by the following formula with respect to each such Delivery Point:

P = Q x IP

Where:

P = The amount payable by Seller under this Section 4.2;

Q = The quantity of Energy described in the lead-in to this Section 4.2; and

IP = With respect to Base Energy, the Contract Index Price applicable to such Delivery Hour and Energy Delivery Point for Base Energy.

The Parties acknowledge and agree that any failure to deliver the Annual Quantity of Assigned Energy, whether or not due to Force Majeure, is subject to the terms of Section 5(a) of Exhibit C.

ARTICLE V.
TRANSMISSION AND DELIVERY; COMMUNICATIONS

Section 5.1 Delivery of Energy.

(a) Assigned Product. All Assigned Energy delivered under this Agreement shall be Scheduled at the applicable Assigned Delivery Point and in accordance with the terms of the applicable Assignment Agreement. All other Assigned Product shall be delivered consistent

with the terms of the applicable Assignment Agreement. Except as set forth in the two foregoing sentences, Buyer and Seller shall have no liability or obligations under this Article V with respect to Assigned Product.

(b) Updates to Exhibits. Buyer and Seller may, upon mutual agreement, update Exhibit A-1 to modify the Delivery Points thereunder, provided that the Parties shall promptly notify the Swap Counterparty of any such updates and furthermore shall update the corresponding exhibits to the Buyer Swap and the Seller Swap in accordance with the terms thereof. Furthermore, following the Initial EPS Energy Period and thereafter in connection with the establishment, expiration or termination of any subsequent EPS Energy Period, the Parties shall update (i) the exhibits hereto in accordance with Section 6.2 and (ii) the exhibits to the Buyer Swap and the Seller Swap in accordance with the terms thereof. For the avoidance doubt, such updates will reflect that deliveries will be made to (A) the Energy Delivery Point at the Day-Ahead Market Price for any Base Energy and (B) an Assigned Delivery Point at the Day-Ahead Average Price for any Assigned Energy.

Section 5.2 Scheduling. Scheduling of Assigned Energy shall be in accordance with the applicable Assignment Agreement.

Section 5.3 Title and Risk of Loss. The transfer of title and risk of loss for all Assigned Product other than Assigned Energy shall be in accordance with the applicable Assignment Agreement; provided that all Assignment Agreements shall provide for the transfer of Renewable Energy Credits in accordance with WREGIS.

Section 5.4 PCC1 Product, Long-Term PCC1 Product, and PCC2 Product. To the extent that any Assigned Product is PCC1 Product, Long-Term PCC1 Product or PCC2 Product, the following provisions apply:

(a) Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Clean Energy Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Clean Energy Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**. As used above, any capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(b) Transfer of Renewable Energy Credits. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be

materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**. As used above, any capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(c) Tracking of RECs in WREGIS. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025].** As used above, any capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(d) Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the Laws of the State of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009].**

(e) Seller Representations and Warranties.

Seller represents and warrants:

(i) Seller has the right to sell the Assigned Product from the Applicable Project;

(ii) Seller has not sold the Assigned Product or any REC or other attributes of the Assigned Product to be transferred to Buyer to any other person or entity;

(iii) the Energy component of the Assigned Product produced by the Applicable Project and purchased by Seller for resale to Buyer hereunder is not being sold by Seller back to the Applicable Project or PPA Supplier;

(iv) Assigned Energy and Assigned RECs to be purchased and sold pursuant to this Agreement are not committed to another party;

(v) the Assigned Product is free and clear of all liens or other encumbrances;

(vi) Seller will deliver to Buyer all Assigned Energy and associated RECs generated by the Applicable Project for PCC1 Product in compliance with the requirements set forth in California Public Utilities Code Section 399.16(b)(1) and the California RPS compliance requirements for Portfolio Content Category 1 as set forth in CPUC Decision 11-12-052, if applicable;

(vii) Seller will deliver to Buyer all Assigned Energy and associated RECs generated by the Applicable Project for PCC2 Product in compliance with the requirements set forth in California Public Utilities Code 399.16(b)(2) and the California

RPS compliance requirements for Portfolio Content Category 2 as set forth in CPUC Decision 11-12-052, if applicable;

(viii) Seller will deliver to Buyer all Assigned Energy and associated RECs generated by the Applicable Project for Long-Term PCC1 Product in compliance with the California Long-Term Contracting Requirements, if applicable;

(ix) the Assigned Product supplied to Buyer under this Agreement that is Long-Term PCC1 Product will be sourced solely from Applicable Projects that have an Assignment Period of ten years or more in length, or otherwise in compliance with the California Long Term Contracting Requirements; and

(x) Seller will cooperate and work with Buyer, the CEC, and/or the CPUC to provide any documentation required by the CPUC or CEC to support the Product's classification as Portfolio Content Category 1 or Portfolio Content Category 2, as applicable, as set forth in California Public Utilities Code Sections 399.16(b)(1) or 399.16(b)(2), as applicable, and compliance with the California Long-Term Contracting Requirements, if applicable.

Seller further represents and warrants to Buyer that, to the extent that the PCC1 Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, Seller represents, warrants and covenants that the resale complies with the following conditions in (i) through (iv) below during the Assignment Period and throughout the generation period:

(i) the original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(1);

(ii) this Agreement transfers only electricity and RECs that have not yet been generated prior to the Assignment Period;

(iii) the electricity transferred by this Agreement is transferred to Buyer in real time; and

(iv) if the Applicable Project has an agreement to dynamically transfer electricity to a California balancing authority, the transactions implemented under this Agreement are not contrary to any condition imposed by a balancing authority participating in the dynamic transfer arrangement.

Seller further represents and warrants to Buyer that, to the extent that the PCC2 Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, Seller represents, warrants and covenants that the resale complies with the following conditions in (i) through (v) below during the Assignment Period and throughout the generation period:

(i) the original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(2);

(ii) this Agreement transfers only electricity and RECs that have not yet been generated prior to the Assignment Period;

(iii) this Agreement transfers the original arrangement for substitute electricity (e.g., source and quantity);

(iv) this Agreement retains the scheduling of the substitute electricity into a California balancing authority as set out in the original firming and shaping transaction; and

(v) this Agreement continues to provide incremental electricity scheduled into a California balancing authority.

(f) Subsequent Changes in Law. In the event that the qualifications or requirements of the RPS program, PCC1 Product, PCC2 Product, or the California Long-Term Contracting Requirements change, Seller shall take commercially reasonable actions to meet the amended qualifications or requirements of the RPS Law, PCC1 Product, PCC2 Product or the California Long-Term Contracting Requirements but will not be required to incur any unreimbursed costs to comply with the RPS Law, PCC1, PCC2 or the California Long- Term Contracting Requirements, collectively.

(g) Limitations. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree as follows:

(i) Seller has relied exclusively upon the representations and warranties of each respective seller set forth in the Assignment Agreements in making the representations and warranties set forth in this Section 5.4 and has not performed any independent investigation with respect thereto;

(ii) Seller agrees that it will terminate or cause MSCG to terminate the applicable Assignment Period in the event that any representation or warranty in this Section 5.4 proves to be incorrect in any respect;

(iii) Buyer agrees that its sole recourse for any breach of the provisions of this Section 5.4 shall be the termination of the applicable Assignment Period and Buyer shall have no other recourse against Seller or remedies under this Agreement; and

(iv) Section 5.4(d) shall only apply to the provisions of this Section 5.4 and all other provisions of this Agreement shall remain subject to and interpreted in accordance with Section 18.4.

Section 5.5 Deliveries within CAISO or Another Balancing Authority. The Parties acknowledge that Energy delivered by Seller at a Delivery Point within CAISO or another Balancing Authority will be delivered in accordance with the CAISO Tariff and rules of the Balancing Authority as applicable. Scheduling such Energy in accordance with the requirements of the applicable Balancing Authority shall constitute delivery of such Energy to Buyer; provided that, any Assigned Products associated with such Energy are also delivered to Buyer hereunder.

Section 5.6 Assigned Products. Notwithstanding anything to the contrary herein, the Parties shall have no liability under this Article V with respect to any Assigned Products.

ARTICLE VI.
PARTIAL ASSIGNMENTS OF PPAS

Section 6.1 Future PPA Assignments. Subsequent to the Initial EPS Energy Period, the Project Participant, Seller, Buyer and MSCG shall cooperate to obtain EPS Compliant Energy for delivery hereunder in accordance with the Assignment Letter Agreement.

Section 6.2 Updates to Exhibits A-1 and A-2.

(a) To the extent that an EPS Energy Period terminates or expires and Assigned Energy is not available for delivery immediately following (i) the end of the period for which Force Majeure is deemed to occur in the event of an early termination of an EPS Energy Period or (ii) the expiration of an EPS Energy Period, the Parties shall update (A) Exhibit A-1 to reflect an increase in the Hourly Quantities of Base Energy and (B) Exhibit A-2 to reflect a decrease in the Monthly Projected Quantities associated with the relevant Assigned PPA, in each case, in an amount equal to the Assigned Energy associated with the EPS Energy Period that terminated or expired. For the avoidance of doubt, any updates to Exhibits A-1 and A-2 due to an early termination of an EPS Energy Period shall be effective as of the earlier of (1) the commencement of an "Assignment Period" under a replacement Assignment Agreement or (2) the start of the third Month following the Month in which such early termination occurs.

(b) In connection with the execution of any subsequent Assignment Agreement, the Parties shall update Exhibits A-1 and A-2 to reflect (i) appropriate decreases in the Hourly Quantities of Base Energy and increases in the Monthly Projected Quantities of Assigned Energy and (ii) any other changes in connection therewith.

ARTICLE VII.
ENERGY REMARKETING

Section 7.1 Energy Remarketing. If (a) the Project Participant is in default under the Power Supply Contract or does not require or is unable to receive all or any portion of the Energy purchased by Buyer under this Agreement as a result of (i) the Project Participant's decreased Energy requirements, (ii) decreased demand by the Project Participant's retail customers and its request that such Energy be remarketed or (iii) EPS Compliant Energy not being available for delivery hereunder; or (b) a quantity of Assigned Energy less than the Annual Quantity is delivered hereunder in any Contract Year for any reason other than Force Majeure, then Buyer shall request (and pursuant to Exhibit C may be deemed to request) remarketing services from Seller pursuant to the provisions of Exhibit C.

Section 7.2 Delegation of Authority. Buyer hereby acknowledges and agrees that Seller shall delegate its rights and obligations under Exhibit C to MSCG pursuant to the Energy Management Agreement.

ARTICLE VIII.
REPRESENTATIONS AND WARRANTIES

Section 8.1 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Execution Date as follows:

(a) it is duly organized and validly existing under the Laws of the state in which it is organized;

(b) it has all requisite power and authority to conduct its business, to own its properties and to execute, deliver and perform its obligations under this Agreement;

(c) there is no litigation, action, suit, proceeding or investigation pending or, to the best of such Party's knowledge, threatened, before or by any Government Agency, which could reasonably be expected to materially and adversely affect the performance by such Party of its obligations under this Agreement or that questions the validity, binding effect or enforceability hereof, any action taken or to be taken by such Party pursuant hereto, or any of the transactions contemplated hereby;

(d) the execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary action on the part of such Party and do not require any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party;

(e) this Agreement has been duly executed and delivered on behalf of such Party by an appropriate officer or authorized Person of such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally and by general principles of equity;

(f) the execution, delivery and performance of this Agreement by such Party shall not violate any provision of any Law, order, writ, judgment, decree or other legal or regulatory determination applicable to it;

(g) the execution, delivery and performance by such Party of this Agreement, and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its financial obligations under this Agreement, shall not result in any violation of any term of any material contract or agreement applicable to it, or any of its charter or bylaws or of any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, Law or ordinance applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties or obligations are bound or affected, or of any determination or award of any arbitrator applicable to it, and shall not conflict with, or cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets, except with respect to Buyer, the lien of the Bond Indenture;

(h) to the best of the knowledge and belief of such Party, no consent, approval, order or authorization of, or registration, declaration or filing with, or giving of notice to, obtaining of any license or permit from, or taking of any other action with respect to, any Government Agency is required in connection with the valid authorization, execution, delivery and performance

by such Party of this Agreement or the consummation of any of the transactions contemplated hereby other than those that have been obtained; and

(i) it enters this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by both Parties, considers this Agreement a legally enforceable contract.

Section 8.2 Additional Representations and Warranties of Buyer. As a material inducement to entering into this Agreement, Buyer hereby represents and warrants to Seller as of the Execution Date as follows:

(a) Buyer is entering into this Agreement for the purpose of acquiring Energy for sale to the Project Participant pursuant to the Power Supply Contract;

(b) any amounts payable by Buyer under this Agreement shall (i) other than the Prepayment, be payable as an item of [Operating Expense] under (and as defined in) the Bond Indenture, and (ii) not constitute an indebtedness or liability of Buyer within the meaning of any constitutional or statutory limitation or restriction applicable to Buyer;

(c) Buyer will promptly alert Seller of any notice received by Buyer alleging a breach under the Bond Indenture or of any covenant of Buyer in the agreements entered into by Buyer in connection with the Clean Energy Project;

(d) Buyer shall not (i) enter into any Bond Documents (excluding any contracts applicable to Energy being resold by Buyer or the Project Participant (or a related joint powers authority selling Energy to the Project Participant)), (ii) consent to, waive or agree to or permit any material amendment to or rescission of any such Bond Documents or (iii) consent to, waive or agree to permit any amendment (whether or not material) to or rescission of the Bond Indenture, in each case, without the prior written consent of Seller;

(e) Buyer shall collect and forthwith cause to be deposited in the relevant funds pursuant to the Bond Indenture all amounts payable to it pursuant to the Power Supply Contract. Buyer shall enforce the provisions of the Power Supply Contract, as well as any other contract or contracts entered into relating to the Clean Energy Project, and duly perform its covenants and agreements thereunder. Buyer shall not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with the Power Supply Contract which will impair the ability of Buyer to pay all of its debts and obligations as they come due; provided that this provision shall not prevent Buyer from otherwise taking any action under or in connection with the Power Supply Contract which is expressly permitted pursuant to the provisions thereof. A copy of the Power Supply Contract and any amendment thereto certified by an authorized officer of Buyer shall be provided to Seller. Buyer shall not enter into any new Power Supply Contract following the Bond Closing Date without the prior written consent of Seller;

(f) Buyer shall keep or cause to be kept with respect to the Clean Energy Project, proper books of record and account (separate from all other records and accounts) in accordance with generally accepted accounting principles, as such may be modified by the provisions of the Bond Indenture, in which complete and correct entries shall be made of its

transactions relating to the Clean Energy Project, the amount of revenues and the application thereof and each fund and account established under the Bond Indenture and relating to its costs and charges under the Power Supply Contract and any other contracts for the sale or purchase of Energy, and which, together with all contracts and all other books and papers of Buyer relating to the Clean Energy Project, shall, subject to the terms thereof, at all times during regular business hours be subject to the inspection of Seller;

(g) Buyer shall from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or required payments in lieu thereof, lawfully imposed upon the properties of Buyer or upon the rights, revenues, income, receipts, and other moneys, securities and funds of Buyer when the same shall become due, and all lawful claims for labor and material and supplies, except those taxes, assessments, charges or claims which Buyer shall in good faith contest by proper legal proceedings if Buyer shall in all such cases have set aside on its books reserves deemed adequate by Buyer with respect thereto;

(h) Buyer shall at all times maintain its existence and shall do and perform or cause to be done and performed all acts and things required to maintain its existence; and

(i) Buyer shall not consolidate or amalgamate with, or merge with or into, or transfer all or substantially all its assets to, or reorganize, reincorporate or reconstitute into or as, another entity unless (i) prior to such event, Buyer receives confirmation from Seller that such event does not trigger a termination event under this Agreement or the Buyer Swap and (ii) at the time of such consolidation, amalgamation, merger, transfer, reorganization, reincorporation or reconstitution, the resulting, surviving or transferee entity assumes all the obligations of Buyer under this Agreement and the Buyer Swap.

Section 8.3 Warranty of Title. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Energy sold under this Agreement and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY SELLER IN THIS ARTICLE VIII, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8.4 [Funding Agreement.][3]

(a) Except (i) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Funding Agreement, (ii) to insert such provisions clarifying matters or questions arising under the Funding Agreement as are necessary or desirable and are not contrary to or inconsistent therewith or (iii) to convert or supplement any provision in a manner consistent with the intent of the Funding Agreement and the other Transaction Documents, Seller agrees that it shall not agree to any amendment, alteration, modification, assignment, sale or transfer of the Funding Agreement without receipt of (A) a Rating Confirmation and (B) the prior written consent of Buyer; provided that, for the avoidance of doubt, no such consent of Buyer shall be required in connection with the replacement, refinancing or re-

[3] NTD: Funding Agreement provisions subject to change based upon identification of Funding Recipient and agreed-upon final form of Funding Agreement.

pricing of the Funding Agreement at the end of any Interest Rate Period in accordance with the terms of the Funding Agreement.

(b) Upon the occurrence of an Investment Termination Event (as defined in the Funding Agreement), Seller shall (i) exercise any right it has pursuant to [Section ___ (*Investment Termination Events*)] of the Funding Agreement to designate an early termination thereof and (ii) exercise Commercially Reasonable Efforts to recover amounts due thereunder. Additionally, Seller agrees that it shall not withdraw the Final Payment Amount pursuant to [Section __ (Redemption Optional Early Termination)] of the Funding Agreement unless such Final Payment Amount plus other available funds are sufficient for the early redemption of the Bonds.

Section 8.5 Notice of PSC Termination. Seller covenants and agrees that it shall provide prompt notice to MSCG if the Project Participant makes a PSC Remarketing Termination for any Reset Period.

ARTICLE IX.
TAXES

Seller shall (i) be responsible for all ad valorem, excise and other taxes assessed with respect to Energy delivered pursuant to this Agreement upstream of the Delivery Points, and (ii) indemnify Buyer and its Affiliates for any such taxes paid by Buyer or its Affiliates. Buyer shall (x) be responsible for all such taxes assessed at or downstream of the Delivery Points, and (y) indemnify Seller and its Affiliates for any such taxes paid by Seller or its Affiliates.

ARTICLE X.
DISPUTE RESOLUTION

Section 10.1 Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Francisco, California before three (3) arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. Within 15 days after the commencement of arbitration, each of the Parties shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the "chairperson") within 30 days of the commencement of the arbitration. If either Party is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If the Party-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by either Party or have any direct pecuniary interest in either Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by each of the Parties. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and

interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred in seeking to enforce the application of this Section 10.1 and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 10.1, any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

Section 10.2 Dispute Resolution.

(a) Judicial Reference. Without limiting the provisions in Section 10.1, if Section 10.1 is ineffective or unenforceable, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a "Dispute") shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 *et seq*. of the California Code of Civil Procedure ("CCP"), or their successor sections (a "Reference Proceeding"), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 10.2(b).

(b) Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the "Disputing Party") shall provide the other Party (the "Responding Party") with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the "Notice of Dispute"). Within 10 days after receiving the Notice of Dispute, the Responding Party shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the "Dispute Response"). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by mutual agreement within 60 days after receipt of the Dispute Response, (the "Negotiation Period"), then either Party may provide to the other Party written notice of intent for judicial reference (the "Impasse Notice") in accordance with the further provisions of this Section 10.2.

(c) Applicability; Selection of Referees.

(i) The Party that provides the Impasse Notice shall nominate one referee at the same time it provides the Impasse Notice. The other Party shall nominate one referee within 10 days of receiving the Impasse Notice. The two referees (the "Party-Appointed Referees") shall appoint a third referee (the "Third Referee", together with the Party-Appointed Referees, the "Referees"). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United

States, with at least 10 years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third Referee shall be impartial and independent of either Party and of the other referees and not employed by any of the Parties in any prior matter.

(ii) If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the "Court"), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each Party shall have one (1) peremptory challenge to the referee selected by the Court.

(d) Discovery; Proceedings.

(i) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(ii) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(iii) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(iv) All proceedings and hearings conducted before the referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the referees, and the referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

(e) Decision. The referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be appealable if

rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

(f) Expenses. Each Party shall bear the compensation and expenses of its respective Party-Appointed Referee, own counsel, witnesses, consultants and employees. All other expenses of judicial reference shall be split equally between the Parties.

ARTICLE XI.
FORCE MAJEURE

Section 11.1 Applicability of Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall mitigate the Force Majeure with all reasonable dispatch. For the duration of the Claiming Party's non-performance (and only for such period), the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Section 11.2 Settlement of Labor Disputes. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance, and the failure of a Party to settle such strikes, lockouts or other industrial disturbances shall not prevent the existence of Force Majeure or of reasonable dispatch to remedy the same.

ARTICLE XII.
GOVERNMENTAL RULES AND REGULATIONS

Section 12.1 Compliance with Laws. This Agreement shall be subject to all present and future Laws of any Government Agency having jurisdiction, and neither Party has knowingly undertaken or will knowingly undertake or knowingly cause to be undertaken any activity that would conflict with such Laws; *provided*, however, that nothing herein shall be construed to restrict or limit either Party's right to object to or contest any such Law, or its application to this Agreement or the transactions undertaken hereunder, and neither acquiescence therein or compliance therewith for any period of time shall be construed as a waiver of such right.

Section 12.2 Contests. Excluding all matters involving a contractual dispute between the Parties, no Party shall contest, cause to be contested or in any way actively support the contest of the equity, fairness, reasonableness or lawfulness of any terms or conditions set forth or established pursuant to this Agreement, as those terms or conditions may be at issue before any Government Agency in any proceeding, if the successful result of such contest would be to preclude or excuse the performance of this Agreement by either Party.

Section 12.3 Defense of Agreement. Excluding all matters involving a contractual dispute between the Parties, each Party shall hereafter defend and support this Agreement before any Government Agency in any proceeding, if the substance, validity or enforceability of all or

any part of this Agreement is hereafter directly challenged or if any proposed changes in regulatory practices or procedures would have the effect of making this Agreement invalid or unenforceable or would otherwise materially affect the rights or obligations of the Parties under this Agreement.

ARTICLE XIII.
ASSIGNMENT

Neither Party shall assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that:

(a) pursuant to the Bond Indenture, Buyer may, without the consent of Seller, transfer, sell, pledge, encumber or assign this Agreement to the Trustee in connection with any financing or other financial arrangements; provided that Buyer shall not assign this Agreement unless, contemporaneously with the effectiveness of such assignment, Buyer also assigns the Buyer Swap (and the Buyer Custodial Agreement) to the same assignee;

(b) upon written notice to Buyer, Seller may, without Buyer's consent, assign this Agreement to an Affiliate of Seller which assignment shall constitute a novation; provided that, Seller shall not assign this Agreement unless (i) Seller delivers a Rating Confirmation to Buyer with respect to such assignment, (ii) contemporaneously with the effectiveness of such assignment, Seller also assigns the Seller Swap, the Seller Custodial Agreement and the Master Custodial Agreement to the same assignee and either (A) Seller assigns the Funding Agreement and Energy Management Agreement to the same assignee or (B) the assignee provides to Buyer a guarantee of its obligations by Morgan Stanley, and (iii) the assignee is a special purpose entity approved by Buyer or its obligations under this Agreement are guaranteed or otherwise supported by (A) Morgan Stanley or (B) a Funding Recipient to the satisfaction of Buyer; and

(c) if either (A) Seller notifies Buyer that the Funding Agreement will not be replaced, refinanced or re-priced as of the end of any Interest Rate Period, (B) Seller is unable to provide, under the Re-Pricing Agreement, an [Estimated Available Discount] (as defined in the Re-Pricing Agreement) that is equal to or greater than the Minimum Discount under the Power Supply Contract, or (C) both (1) Seller has agreed under the Re-Pricing Agreement to provide an Available Discount equal to or greater than the Minimum Discount but for a Reset Period shorter than the entire remaining term to maturity of this Agreement and (2) Buyer has identified a potential assignee that has agreed to provide an Available Discount equal to or greater than the Minimum Discount for a Reset Period equal to the entire remaining term to maturity of this Agreement then, at the request of Buyer, Seller will reasonably cooperate with Buyer to cause Seller's (or Seller's Affiliate's, if applicable) right, title and interest in this Agreement, the Re-Pricing Agreement, the Seller Swap, the Seller Custodial Agreement and any Specified Investment Agreement with a term that extends past the then-current Interest Rate Period to which Seller or any Affiliate is a party and all agreements related to any of the foregoing (the "Transaction Documents") to be novated to a replacement seller; provided that (x) a Rating Confirmation is obtained for any Bonds required to be redeemed on the first Final Maturity Date following the effective date of such novation, (y) the Swap Counterparty shall have provided its prior written consent to such assignment in accordance with the terms of the Seller Swap, and (z) after giving effect to such novation, Seller will not have any obligations (contingent or otherwise, including any obligation to make or repeat any representations or warranties other than basic representations

on authority and the right to transfer its rights, title and interests under this Agreement without encumbrances) or be required to make any payment under any Transaction Document or otherwise in connection with or following such novation other than any obligations that would have existed or payments that would have been required had this Agreement terminated as of the end of the last Reset Period that commenced prior to such novation.

ARTICLE XIV.
PAYMENTS

Section 14.1 Monthly Statements.

(a) No later than the 5th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period, Buyer shall deliver to Seller a statement (a "Buyer's Statement") listing any other amounts due to Buyer in connection with this Agreement with respect to the prior Month(s).

(b) No later than the 10th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period (the "Billing Date"), Seller shall deliver a statement (a "Billing Statement") to Buyer and each of the Parties to the Participant Custodial Agreement indicating (i) the total amount due to Buyer, if any, under Article IV, Article V, Article VII and Exhibit C with respect to the prior Month(s), (ii) any amounts due to Seller in connection with this Agreement with respect to the prior Month(s), and (iii) the net amount due to Buyer or Seller; provided that invoicing for Monthly Excess Quantities and Assigned Paygo Quantities shall occur under the Participant Custodial Agreement. If a [Participant Monthly Statement] (as defined in the Participant Custodial Agreement) for an Assigned PPA has not been delivered by the 10th day of the Month following deliveries, Seller shall provisionally prepare or cause to be prepared a Billing Statement for this Agreement that assumes all of the Monthly Projected Quantities were delivered under the applicable Assigned PPA for such Month, and any subsequent resettlements required with respect thereto shall occur under the Participant Custodial Agreement. As set forth in Section 5(a) of Exhibit C, in any Billing Statement that Seller delivers that reflects a Provisional Payment due, Seller shall indicate (x) the total amount of any Provisional Payment due for such Month and (y) the portion of such Provisional Payment that reflects the Net Participant Price that would otherwise be payable with respect thereto. The Parties acknowledge and agree that all amounts owed to and from Seller in connection with the Clean Energy Project shall be paid pursuant to the Master Custodial Agreement, and the Billing Statement may be provided by MSCG, as Seller's agent, in the form of a consolidated statement regarding all amounts owed to and from Seller in connection with the Clean Energy Project for each Month, including payments to be made under this Agreement, the Funding Agreement, the Energy Management Agreement and the Seller Swap.

(c) Upon request by either Party, the other Party shall deliver such supporting documentation of the foregoing as such requesting Party may reasonably request.

Section 14.2 Payment.

(a) If the Billing Statement indicates an amount due from Buyer, then Buyer shall remit such amount to Seller by wire transfer (pursuant to Seller's instructions), in

immediately available funds, on or before the later of (i) the 25th day of the Month following the most recent Month to which such Billing Statement relates, or (ii) the 10th day following Buyer's receipt of Seller's Billing Statement, or if either such day is not a Business Day, the following Business Day. If the Billing Statement indicates an amount due from Seller, then Seller shall remit such amount to Buyer by wire transfer (pursuant to the Trustee's instructions for payments due under this Agreement, provided that amounts due from Seller under Section 5(a) of Exhibit C shall be paid to the [Provisional Payments Account] under and as defined in the Participant Custodial Agreement), in immediately available funds, on or before the later of (i) the 24th day of the Month following the most recent Month to which such Billing Statement relates, or (ii) the 10th day following Seller's receipt of Buyer's Statement, or if either such day is not a Business Day, the preceding Business Day.

(b) If Buyer fails to issue a Buyer's Statement with respect to any Month, Seller shall not be required to estimate any amounts due to Buyer for such Month, *provided* that Buyer may include any such amount on subsequent Buyer's Statements issued within the next sixty (60) days. The sixty (60)-day deadline in this subsection (b) replaces the two (2)-year deadline in Section 14.5 with respect to any claim by any non-delivering Party of inaccuracy in any estimated invoice issued or payment made pursuant to this subsection (b).

Section 14.3 Payment of Disputed Amounts. If Seller disputes any amounts included in the Buyer's Statement, Seller shall (a) (except in the case of manifest error) nonetheless calculate the Billing Statement based on the amounts included in Buyer's Statement and (b) pay any amount required by the Billing Statement in accordance with Section 14.2 without regard to any right of set-off, counterclaim, recoupment or other defenses to payment that Seller may have; *provided*, however, that Seller shall have the right, after payment, to dispute any amounts included in a Buyer's Statement or otherwise used to calculate payments due under this Agreement pursuant to Section 14.5(b). If Buyer disputes any amounts included in the Billing Statement, Buyer may withhold payment to the extent of the disputed amount; *provided*, however, that interest shall be due at the Default Rate for any withheld amount later found to have been properly due.

Section 14.4 Late Payment. If a Party owing a net payment under Section 14.2 fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at the Default Rate.

Section 14.5 Audit; Adjustments.

(a) A Party shall have the right, at its own expense, upon reasonable notice to the other Party and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other Party to the extent reasonably necessary, but only to such extent, to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. This right to examine, audit, and obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Agreement.

(b) Each Buyer's Statement and each Billing Statement shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such Buyer's Statement or Billing Statement is objected to in writing, with adequate

explanation and/or documentation, within two (2) years after the applicable Month of Energy delivery.

(c) All retroactive adjustments shall be paid in full by the Party owing payment within 30 days of notice and substantiation of such inaccuracy. If the Parties are unable to agree upon any retroactive adjustments requested by either Party within the time period specified in Section 14.5(b), then either Party may pursue any remedies available with respect to such adjustments at law or in equity. Retroactive adjustments for payments made based on incorrect Buyer's Statements or Billing Statements shall bear interest at the Default Rate from the date such payment was made. Buyer shall cause the Project Participant to comply with the provisions of Section 14.5(a) to the extent necessary to allow Seller to verify any amounts due under this Agreement.

Section 14.6 Netting. The Parties shall net all amounts due and owing, including any past due amounts (which, for the avoidance of doubt, shall include any accrued interest), arising under this Agreement such that the Party owing the greater amount shall make a single payment of the net amount to the other Party in accordance with this Article XIV. Notwithstanding the foregoing, Seller shall not be entitled to net (i) any amounts that are in dispute or (ii) any payments due to Seller against (A) the Termination Payment if it becomes due, or (B) any payments due from Seller pursuant to Article IV, Article V or Exhibit C.

ARTICLE XV.
RECEIVABLES PURCHASES

In accordance with the provisions of Exhibit G, Buyer shall put and Seller shall purchase certain [Put Receivables] (as defined in Exhibit G) from Buyer relating to payment defaults by the [Specified Project Participant] (as defined in Exhibit G). The Parties acknowledge and agree that (a) any [Put Receivables] purchased by Seller under Exhibit G shall be transferred to MSCG pursuant to [Exhibit C] of the Energy Management Agreement, and MSCG shall accept such transfer as a credit against amounts due from Seller under the Energy Management Agreement.

ARTICLE XVI.
NOTICES

Any notice, demand, or request required or authorized by this Agreement to be given by one Party to another Party shall be in writing and shall either be sent by electronic means, courier, or personally delivered (including overnight delivery service) to each of the notice recipients and addresses specified in Exhibit B for the receiving Party. Any such notice, demand, or request shall be deemed to be given (i) on the date it is delivered by electronic means, or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon 10 days' prior written notice to the other Party, to change its list of notice recipients and addresses in Exhibit B. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, a Party may at any time notify the other Party that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during the specified period of time shall be ineffective.

ARTICLE XVII.
ACCELERATION; TERMINATION; REMEDIES

Section 17.1 Acceleration Event. Each of the following events shall constitute an "Acceleration Event" under this Agreement:

(a) The acceleration of the Funding Recipient's payment obligations under the Funding Agreement pursuant to [Section __ (*Investment Termination Events*)] of the Funding Agreement due to the occurrence of an [Investment Termination Event] (as defined in the Funding Agreement);

(b) Seller is unable to replace, refinance or re-price the Funding Agreement for any Reset Period by the date that is one week prior to the beginning of the first Month following a Reset Period;

(c) MSCG designates an "Early Termination Date" under the Energy Management Agreement due to the Project Participant making a PSC Remarketing Termination; or

(d) [Reserved]

(e) a Failed Remarketing occurs.

Section 17.2 Energy Delivery Termination Events. Each of the following events shall constitute an "Energy Delivery Termination Event" under this Agreement:

Termination Related to:	Energy Delivery Termination Event:
(a) Ledger Event	The occurrence of a Ledger Event.
(b) Termination of Energy Management Agreement and Failure to Replace MSCG	Both (A) an "Early Termination Date" occurs under the Energy Management Agreement, and (B) Seller is unable to enter into a replacement Energy Management Agreement by the date that is 120 days following such Early Termination Date under the Energy Management Agreement (provided that, for the avoidance of doubt, Seller may only enter into such a replacement Energy Management Agreement if Seller delivers a Rating Confirmation to Buyer with respect to its entry into such replacement Energy Management Agreement).
(c) Termination of a Buyer Swap	Both (A) an Early Termination Date (as defined in the Buyer Swap) is designated pursuant to the terms of the Buyer Swap for any reason or occurs automatically pursuant to the terms of the Buyer Swap based on an Event of Default or Termination Event (as each term is defined in the Buyer Swap), and (B) either the Seller Swap or the Buyer Swap is not replaced within the Swap Replacement Period.

Termination Related to:	Energy Delivery Termination Event:
(d) Termination of a Seller Swap	Both (A) an Early Termination Date (as defined in the Seller Swap) is designated pursuant to the terms of the Seller Swap for any reason or occurs automatically pursuant to the terms of the Seller Swap based on an Event of Default or Termination Event (as each term is defined in the Seller Swap), and (B) either such Seller Swap or the Buyer Swap is not replaced within the Swap Replacement Period.

Section 17.3 [Reserved.]

Section 17.4 Remedies and Termination.

(a) Acceleration Event and Delivery Period Termination. An Energy Delivery Termination Date shall occur automatically upon the date of the occurrence of an Acceleration Event or an Energy Delivery Termination Event. As of the Energy Delivery Termination Date, (i) the Delivery Period shall end, (ii) the obligation of Seller to make any further deliveries of Energy to Buyer under this Agreement shall terminate and shall be replaced with a continuing obligation to make payment of the amounts set forth in Exhibit D-3 to Buyer until the earlier of (A) the Month in which an Early Termination Payment Date occurs and (B) the last due date for such payments under Exhibit D-3, and (iii) the obligation of Buyer to receive deliveries of Energy from Seller under this Agreement shall terminate. For the avoidance of doubt, (i) except as set forth in this Section 17.4(a), this Agreement will continue past an Energy Delivery Termination Date, and (ii) an Acceleration Event may arise contemporaneously with an Energy Delivery Termination Date or at any time thereafter and the occurrence of an Energy Delivery Termination Date shall not prevent the occurrence of an Acceleration Event.

(b) Early Termination Payment Date. Following an Acceleration Event, Seller shall (i) promptly notify the Master Custodian of the Early Termination Payment Date and (ii) pay the Termination Payment to the Trustee on the Early Termination Payment Date pursuant to payment instructions issued by Buyer or, in the absence of such instructions, by wire transfer. Such amounts shall be paid together with interest thereon (before as well as after judgment) from (and including) the Early Termination Payment Date to (but excluding) the date such amount is paid, at the Default Rate. The Parties acknowledge that it is impractical and difficult to assess actual damages as a result of a termination of the Delivery Period under this Agreement, and the Parties therefore agree that the payment of the Termination Payment or the continued payment of amounts specified in Exhibit D-3, as applicable, is a fair and reasonable pre-estimate of the actual damages that would be incurred by Buyer as a result of termination of the Delivery Period under this Agreement for any reason and is not a penalty. The obligation of Seller to pay the Termination Payment on the Early Termination Payment Date is unconditional, irrespective of the validity or enforceability of this Agreement or any other agreement contemplated hereby, any waiver or consent by Buyer or any other circumstances that might otherwise constitute a legal or equitable discharge of Seller or a defense of Seller to pay the Termination Payment. Seller waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available to Seller with regard to Seller's obligation to pay the Termination Payment on the Early Termination Payment Date.

(c) Exclusive Termination Rights. Neither this Agreement nor the Delivery Period may be terminated for any reason except as specified in this Article XVII and in Section 2.2. Except with respect to amounts due for periods prior to termination, the payment of the Termination Payment and, if applicable, any amounts specified in Exhibit D-3 shall be the sole and exclusive remedy for each Party upon the termination of the Delivery Period and this Agreement for any reason, including as a result of rejection of this Agreement by either Party in any bankruptcy proceedings.

Section 17.5 Replacement of Swaps.

(a) In the event that (i) any Buyer Swap or any Seller Swap terminates, (ii) any notice of termination is delivered by any party to a Buyer Swap or a Seller Swap, or (iii) any Buyer Swap or Seller Swap is otherwise reasonably anticipated to become subject to immediate termination, in each case for any reason other than a Seller Specified Termination or insolvency of either Buyer or Seller, then each Party whose swap is affected shall notify the other Party and the Parties shall cooperate in good faith for a period of 120 days (commencing no later than the date on which any notice of termination (or anticipated termination) is delivered by any party to a Buyer Swap or a Seller Swap) (such period, the "Swap Replacement Period") to (x) cause the same Swap Counterparty whose Buyer Swap or Seller Swap has been terminated (or is anticipated to terminate) to terminate its unaffected Seller Swap or Buyer Swap, as applicable, and (y) locate replacement agreements with an alternate Swap Counterparty, to be mutually agreed upon by Buyer and Seller, to replace both the affected swap and the unaffected swap; provided, however, that neither Party shall be required to breach any obligation under the unaffected swap or to expend any amounts to cause the unaffected swap to be replaced or to cause an alternate counterparty to replace both swaps. Neither Party shall terminate this Agreement as a result of the termination of any Seller Swap or any Buyer Swap without first complying with this Section 17.5.

As used in this Section 17.5, the term "Seller Specified Termination" means a termination or potential termination of the Seller Swap due to (i) an Event of Default (as such term is defined in the Seller Swap) with respect to Seller pursuant to [Section 5(a)(i)] or [Section 5(a)(iii)] of the Seller Swap, in either case other than where (A) any such failure to pay or transfer was caused solely by error or omission of an administrative or operational nature; (B) funds were available to enable Seller to make such payment or transfer when due; and (C) such payment or transfer is made within two (2) Business Days of Seller's receipt of written notice of its failure to pay or transfer, or (ii) an Event of Default (as such term is defined in the Seller Swap) with respect to Seller under [Section 5(a)(vii)] of the Seller Swap.

(b) In the event of a termination (or anticipated termination) of the Seller Swap, if Seller (i) presents to Buyer a proposed alternate Swap Counterparty, (ii) requests in writing that Buyer enter into a replacement swap with such alternate Swap Counterparty, and (iii) agrees to pay Buyer's reasonable expenses in connection therewith, then Buyer shall (y) enter into a master agreement with such alternate Swap Counterparty and (z) either (A) terminate the Buyer Swap when permitted thereby and enter into a replacement transaction under such new master agreement to the same effect as the terminated Buyer Swap or (B) cause such Buyer Swap to be novated to such replacement Swap Counterparty, *provided* that, in each instance, such replacement Swap Counterparty, replacement master agreement and replacement transaction meet the requirements

specified for such under the Bond Indenture. Buyer shall not replace a Buyer Swap without Seller's consent.

(c) Each of Buyer and Seller agree that it will not enter into a replacement Buyer Swap or Seller Swap, as applicable, unless the other Party is replacing its Buyer Swap or Seller Swap, as applicable, with the same replacement Swap Counterparty.

(d) In the event that the Seller Swap terminates or is no longer in effect and the [Prepay LLC Payments Period] (as defined in the Seller Custodial Agreement) is in effect, then, during such Prepay LLC Payments Period, Seller shall comply with the terms of the Seller Custodial Agreement and make all payments as and when required under [Section 3(e)] of the Seller Custodial Agreement. In the event that the Buyer Swap terminates or is no longer in effect and the [Issuer Payments Period] (as defined in the Buyer Custodial Agreement) is in effect, then, during such Issuer Payments Period, Buyer shall comply with the terms of the Buyer Custodial Agreement and make all payments as and when required under [Section 3(e)] of the Buyer Custodial Agreement. The Parties agree that during any Prepay LLC Payments Period (as defined in the Seller Custodial Agreement) and during any Issuer Payments Period (as defined in the Buyer Custodial Agreement), Seller shall act as calculation agent under the Seller Custodial Agreement or the Buyer Custodial Agreement, as applicable. Seller agrees not to permit any amendment or other modification to the Seller Custodial Agreement that could adversely affect the right of Buyer to receive payments pursuant to [Section 3(e)] of the Seller Custodial Agreement. Buyer agrees not to permit any amendment or other modification to the Buyer Custodial Agreement that could adversely affect the right of Seller to receive payments pursuant to [Section 3(e)] of the Buyer Custodial Agreement.

Section 17.6 Limitation on Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF EITHER PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. IN DETERMINING THE APPROPRIATE MEASURE OF DAMAGES THAT WOULD MAKE THE PARTIES WHOLE, THE PARTIES HAVE

THOROUGHLY CONSIDERED, INTER ALIA, THE UNCERTAINTY OF FLUCTUATIONS IN COMMODITY PRICES, THE ABILITY AND INTENTION OF THE PARTIES TO HEDGE SUCH FLUCTUATIONS, THE BARGAINED-FOR ALLOCATION OF RISK, THE KNOWLEDGE, SOPHISTICATION AND EQUAL BARGAINING POWER OF THE PARTIES, THE ARMS-LENGTH NATURE OF THE NEGOTIATIONS, THE SPECIAL CIRCUMSTANCES OF THIS AGREEMENT, THE ACCOUNTING AND TAX TREATMENT OF THE TRANSACTION BY THE PARTIES, AND THE ENTERING INTO OF OTHER TRANSACTIONS IN RELIANCE ON THE ENFORCEABILITY OF THE LIQUIDATED DAMAGES PROVISIONS CONTAINED HEREIN. THE PARTIES ACKNOWLEDGE THAT THIS IS A SALE OF GOODS SUBJECT TO ARTICLE 2 OF THE NEW YORK UNIFORM COMMERCIAL CODE, INCLUDING WITHOUT LIMITATION, §§ 2-706(6), 2-711, 2-718, AND 2-719.

Section 17.7 Option to Purchase Bonds. In connection with any new Interest Rate Period to be established under the Bond Indenture after the initial Interest Rate Period, Seller shall have the option to purchase Bonds to be remarketed on the relevant Mandatory Purchase Date by delivering notice to Buyer and the Trustee no later than the last Business Day of the Reset Period that Seller will purchase a quantity of Bonds necessary to avoid the occurrence of a Failed Remarketing. In the event that Seller exercises such option, (x) Seller will be obligated to pay the purchase price of such Bonds in immediately available funds on the Mandatory Purchase Date, and (y) to the extent a PSC Remarketing Termination is in effect with respect to the Reset Period commencing immediately prior to such Interest Rate Period, then Seller shall be required to remarket the Contract Quantities associated with the PSC Remarketing Termination, *provided* that:

(a) Seller shall be entitled to purchase such Energy for its own account,

(b) for all such Energy, regardless of how it is remarketed, Seller will pay Buyer the amount determined pursuant to [Section 5(b)(iv)] of Exhibit C, and

(c) to the extent that it is determined that interest on the Bonds purchased by Seller is not excluded from gross income for federal income tax purposes, Section 7 through Section 9 of Exhibit C shall not apply to any such remarketing.

Section 17.8 Termination Payment Adjustment Schedule. Seller shall prepare revisions to the then-current Exhibit D-2 (Termination Payment Adjustment Schedule) in connection with each successive Interest Rate Period pursuant to the terms of the Re-Pricing Agreement by delivering a revised Exhibit D-2 to Buyer no later than the last day of the applicable Reset Period, in which case such amendments will be effective as of the first day of the next Interest Rate Period.

ARTICLE XVIII.
MISCELLANEOUS

Section 18.1 Indemnification Procedure. With respect to each indemnification included in this Agreement, the indemnity is given to the fullest extent permitted by applicable Law and the following provisions shall be applicable. The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim and the indemnifying Party shall have the right to assume its investigation and defense, including employment of counsel, and shall be obligated to

pay related court costs, attorneys' fees and experts' fees and to post any appeals bonds; *provided*, however, that the indemnified Party shall have the right to employ at its expense separate counsel and participate in the defense of any Claim. The indemnifying Party shall not be liable for any settlement of a Claim without its express written consent thereto. In order to prevent double recovery, the indemnified Party shall reimburse the indemnifying Party for payments or costs incurred in respect of an indemnity with the proceeds of any judgment, insurance, bond, surety or other recovery made by the indemnified Party with respect to a covered event.

Section 18.2 Deliveries. No later than delivery of the Prepayment, Buyer will deliver to Seller a copy of the Bond Indenture. The following documents shall be delivered by the Parties contemporaneously with this Agreement (unless otherwise specified):

(a) by Seller no later than the date of issuance of the Bonds, an executed copy of the Funding Agreement;

(b) by Buyer, a certificate of the Secretary or Assistant Secretary of Buyer setting forth (i) the resolutions of its governing body with respect to the authorization of Buyer to execute and deliver this Agreement, the Bond Indenture and the Power Supply Contract, (ii) the appropriate individuals who are authorized to sign such agreements, (iii) specimen signatures of such authorized individuals, and (iv) the organization documents of Buyer, certified as being true and complete;

(c) by Seller, evidence reasonably satisfactory to Buyer of (i) Seller's authority to execute and deliver this Agreement and (ii) the appropriate individuals who are authorized to sign this Agreement; and

(d) at Seller's request at any time, Buyer shall provide Seller with a valid sales tax exemption certificate and any other required exemption or resale certificate in jurisdictions where sales of Energy occur under this Agreement to the extent such a certificate can be obtained and is necessary for exemption from any relevant state taxes that may be levied against the Parties in relation to the transactions under, or pursuant, to this Agreement.

Section 18.3 Entirety; Amendments. This Agreement and the Re-Pricing Agreement, including the exhibits and attachments hereto and thereto, constitute the entire agreement between the Parties and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and thereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed herein and in the Re-Pricing Agreement. Except for any matters that, in accordance with the express provisions of this Agreement, may be resolved by oral agreement between the Parties, no amendment, modification or change herein shall be enforceable unless reduced to writing and executed by both Parties.

Section 18.4 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLE THAT WOULD DIRECT THE APPLICATION OF ANOTHER JURISDICTION'S LAW; *PROVIDED*, HOWEVER, THAT THE AUTHORITY OF BUYER TO ENTER INTO

AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 18.5 Non-Waiver. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

Section 18.6 Severability. If any provision of this Agreement, or the application thereof, shall for any reason be invalid or unenforceable, then to the extent of such invalidity or unenforceability, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable Law, so long as the economic and legal substance of the transactions contemplated hereby is not affected in any materially adverse manner as to either Party.

Section 18.7 Exhibits. Any and all Exhibits referenced in this Agreement are hereby incorporated herein by reference and shall be deemed to be an integral part hereof.

Section 18.8 Winding Up Arrangements. All indemnity and confidentiality obligations, audit rights, and other provisions specifically providing for survival shall survive the expiration or termination of this Agreement. The expiration or termination of this Agreement shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination or (b) the consequences of any breach or default of any warranty or covenant contained in this Agreement. All obligations and liabilities described in the preceding sentence of this Section 18.8, and applicable provisions of this Agreement creating or relating to such obligations and liabilities, shall survive such expiration or termination.

Section 18.9 Relationships of Parties. The Parties shall not be deemed to be in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other, except that Seller shall act on behalf of Buyer in remarketing Energy pursuant to Exhibit C. Neither Party shall have any authority to bind the other to any agreement. This Agreement is intended to secure and provide for the services of each Party as an independent contractor.

Section 18.10 Immunity. Buyer represents and covenants to and agrees with Seller that it is not entitled to and shall not assert the defense of sovereign immunity with respect to its obligations or any Claims under this Agreement.

Section 18.11 Rates and Indices.

(a) Commodity Reference Prices.

(i) Price Replacement Process for Energy. If a Daily Commodity Reference Price for Energy is not available for any Hour but such Daily Commodity Reference Price has not permanently ceased to be published, then the Parties shall promptly endeavor to agree on an alternative source for determination of such Daily Commodity Reference Price for the applicable Hours. If such agreement is not reached by the Parties

within three (3) Business Days, the Parties shall request quotations for the applicable Daily Commodity Reference Price from four (4) recognized dealers in the applicable commodity (two (2) selected by each Party) for the period that such Daily Commodity Reference Price is expected to be unavailable. If four (4) quotations are provided as requested, the applicable Daily Commodity Reference Price for the applicable Hours shall be the arithmetic mean of the quotations provided by each recognized dealer after disregarding the quotations having the highest and lowest values; *provided* that, if more than one (1) quotation has the same value, then one (1) of such quotations shall be disregarded. If exactly three (3) quotations are provided, the applicable Daily Commodity Reference Price for the applicable Hours shall be the quotation provided by the relevant dealer that remains after disregarding the quotations having the highest and lowest values; *provided* that, if more than one (1) quotation has the same value, then the value of the two (2) quotations with the same value shall control. If fewer than three (3) quotations are provided, the Parties shall seek additional quotations until at least three (3) have been received.

(ii) Price Replacement Process for Non-Published Index. If a Daily Commodity Reference Price is not available because it has permanently ceased to be published, then the Parties shall promptly endeavor to agree on an alternative source for determination of such Daily Commodity Reference Price, which may include agreeing upon a published index or a basket of published indices ("Daily Replacement Index") from which to seek quotes for basis differentials as the replacement for the applicable Daily Commodity Reference Price. If such agreement is not reached by the Parties within three (3) Business Days, then the Daily Replacement Index shall be selected by Seller, acting reasonably. The Parties shall request quotations from four (4) recognized dealers in the applicable commodity (two (2) selected by each Party) for a basis differential ("Daily Basis Differential") between the Daily Replacement Index and physical prices at the relevant Delivery Point for the remaining term of this Agreement. If four (4) quotations are provided as requested, the Daily Basis Differential will be the arithmetic mean of the quotations provided by each recognized dealer, after disregarding the quotations having the highest and lowest values; *provided* that, if more than one (1) quotation has the same value, then one (1) of such quotations shall be disregarded. If exactly three (3) quotations are provided, the Daily Basis Differential shall be the quotation provided by the relevant dealer that remains after disregarding the quotations having the highest and lowest values; *provided* that, if more than one (1) quotation has the same value, then the value of the two (2) quotations with the same value shall control. If fewer than three (3) quotations are provided, the Parties shall seek additional quotations until at least three (3) have been received. The applicable Daily Commodity Reference Price shall be the Daily Replacement Index plus the Daily Basis Differential calculated in accordance with the provisions of this clause (iii).

(b) Corrections. If a value published for any rate or index used or to be used in this Agreement is subsequently corrected and the correction is published or announced by the Person responsible for that publication or announcement within thirty (30) days after the original publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If, not later than thirty (30) days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount shall, not later than

three (3) Business Days after the effectiveness of that notice, pay, subject to any other applicable provisions of this Agreement, to the other Party that amount, together with interest on that amount at the Default Rate for the period from and including the day on which a payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

Section 18.12 Limitation of Liability. Notwithstanding anything to the contrary herein, all obligations of Buyer under this Agreement, including without limitation all obligations to make payments of any kind whatsoever, are special, limited obligations of Buyer payable solely from [Trust Estate] (as such term is defined in the Bond Indenture) as and to the extent provided in the Bond Indenture, including with respect to Operating Expenses (as such term is defined in the Bond Indenture). Buyer shall not be required to advance any moneys derived from any source other than the [Revenues] (as such term is defined in the Bond Indenture) and other assets pledged under the Bond Indenture for any of the purposes in this Agreement mentioned. Neither the faith and credit of Buyer nor the taxing power of the State of California or any political subdivision thereof is pledged to payments pursuant to this Agreement. Buyer shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Agreement, except solely to the extent Revenues (as such term is defined in the Bond Indenture) are received for the payment thereof and may be applied therefor pursuant to the terms of the Bond Indenture.

Section 18.13 Counterparts. This Agreement may be executed and acknowledged in multiple counterparts and by the Parties in separate counterparts, each of which shall be an original and all of which shall be and constitute one and the same instrument.

Section 18.14 Rights of Trustee. Pursuant to the terms of the Bond Indenture, Buyer has irrevocably appointed the Trustee as its agent to issue notices (including Remarketing Notices, Call Option Notices, Put Option Notices and Repurchase Offers) and, as directed under the Bond Indenture, to take any other actions that Buyer is required or permitted to take under this Agreement. Seller may rely on notices or other actions taken by Buyer or the Trustee and Seller has the right to exclusively rely on any notices delivered by the Trustee that the Trustee is authorized to deliver under the Bond Indenture, regardless of any conflicting notices that it may receive from Buyer.

Section 18.15 Waiver of Defenses. Seller waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available to Seller with regard to Seller's obligations pursuant to the terms of this Agreement.

Section 18.16 U.S. Resolution Stay. [The Parties hereby confirm that to the extent they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("ISDA U.S. Stay Protocol"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, Seller shall be deemed to be a Regulated Entity and Buyer shall be deemed to be an Adhering Party (as such terms are defined in the ISDA U.S. Stay

Protocol). In the event of any inconsistences between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.][4]

Section 18.17 Rate Changes.

(a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in Section 18.17(b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and further refined in NRG Power Marketing v. Maine Public utilities Commission, 558 U.S. 165 (2010).

(b) In addition, and notwithstanding Section 18.17(a), to the fullest extent permitted by applicable Law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Section 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable Law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable Law or market conditions that may occur. In the event it were to be determined that applicable Law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this Section 18.17(b) shall not apply, *provided* that, consistent with Section 18.17(a), neither Party shall seek any such changes except solely under the "public interest" application of the "just and reasonable" standard of review and otherwise as set forth in Section 18.17(a).

Section 18.18 No Recourse. Buyer shall have no claims against MSCG or any of its Affiliates (other than Seller), any present or future holder (whether direct or indirect) of any Equity Interests in Seller, or, in the case of any of their respective Affiliates (other than Seller), shareholders, officers, directors, employees, representatives, controlling persons, executives or agents (collectively, the "Non-Recourse Persons") with respect to the transactions contemplated under this Agreement or under any other document, certificate or instrument executed by Seller in connection herewith, such claims against such Non-Recourse Persons (including as may arise by operation of law) being expressly waived hereby. The limitations on recourse set forth in this Section 18.18 shall survive any Early Termination Payment Date, Energy Delivery Termination Date, or other termination or expiration of this Agreement. As used in this Section 18.18, "Equity Interests" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of capital stock in such Person, or any and all equivalent ownership interests in such Person, including partnership interests, limited liability company

[4] NTD: Check Energy Prepay [_] status.

interests and membership interests, and any and all warrants, rights or options to purchase any of the foregoing.IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

[Separate Signature Page(s) Attached]

ENERGY PREPAY [_], LLC
By: Morgan Stanley Capital Group Inc. its Manager

By: _____
Name: _____
Title: _____

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT A-1
BASE ENERGY HOURLY QUANTITIES

[To be attached.]

EXHIBIT A-2
EPS ENERGY PERIOD MONTHLY PROJECTED QUANTITIES

[To be attached.]

EXHIBIT A-3
ANNUAL QUANTITY

[To be attached.]

EXHIBIT B

NOTICES

IF TO SELLER: Energy Prepay [_], LLC
c/o Morgan Stanley & Co.
LLC
[1585 Broadway
New York, NY 10036-8293]
Email: CCCFA_2026[X]_ms_notices@morganstanley.com
With a mandatory copy to:
Email: msdoc-misc-notices@morganstanley.com

General Notices: Attn: Miscellaneous Notices
Phone 24/7: 914-225-1500
Email: msdoc-misc-notices@morganstanley.com

Power Scheduling: Attn: Power Scheduling
Phone 24/7: 914-225-1500
Email: schedulers@morganstanley.com

Payments/Invoicing/ Statements: Attn: Ops Manager, Power and Natural Gas
Phone: 212-762-3723 or 212-762-1049
Email: commodpsg@morganstanley.com

Attn: Mar
Phone: 44
Email: ph

IF TO BUYER:

General Notices: California Community Choice Financing Authority
1125 Tamalpais Avenue
San Rafael, CA 94901
Email: notices@cccfa.org

Invoicing/Payments: Email: invoices@cccfa.org

EXHIBIT C

ENERGY REMARKETING

Section 1. Defined Terms. Capitalized terms used but not otherwise defined in this Exhibit shall have the meanings given to such terms in this Agreement, unless otherwise indicated. The following terms, when used in this Exhibit C and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires. In the event that any of the provisions of the Code or the Treasury Regulations referenced in this Section 1 (the "Original Code Provisions") (x) cease to be effective or no longer apply to remarketing and remediation under this Agreement and (y) upon or following such change to the Original Code Provisions, other Code provisions, Treasury Regulations or Laws apply to remarketing and remediation under this Agreement (the "New Code Provisions"), then the references herein to any such Original Code Provisions shall be deemed to refer to the applicable New Code Provisions.

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

"Energy Remarketing Reserve Fund" means an account established under the Bond Indenture into which Buyer shall deposit the amounts specified in Section 5(b) of this Exhibit C.

"Expired Non-Private Business Sales Ledger" has the meaning specified in Section 9(a) of this Exhibit C.

"Expired Private Business Sales Ledger" has the meaning specified in Section 9(a) of this Exhibit C.

"Ledger Entry" has the meaning specified in Section 7(d) of this Exhibit C.

"Ledger Event" has the meaning specified in Section 9(c) of this Exhibit C.

"Minimum Remarketing Sales Price" is an amount determined for Energy by the following formula:

MRSP = RRPP - (RRPP x (RRF/CLB))

Where:

MRSP = The Minimum Remarketing Sales Price for one MWh

RRPP = The Remediation Remarketing Purchase Price for one MWh

RRF = The balance of the Energy Remarketing Reserve Fund

CLB = The combined cash balance of the Non-Private Business Sales Ledger and the Private Business Sales Ledger

"Monthly Discount" has the meaning specified in the Power Supply Contract.

"Monthly Remarketing Notice" has the meaning specified in Section 3(b) of this Exhibit C.

"Municipal Utility" means any Person that (a)(i) is a "governmental person" as defined in Treasury Regulation Section 1.141-1(b) and (ii) owns an electric distribution utility (or provides Energy at wholesale to entities described in clause (i) that own such utilities), or (b) is a community choice aggregator organized under the Laws of the State of California. Buyer shall from time to time to the extent necessary revise the definition of "Municipal Utility" to conform to the applicable provisions of the Code or Treasury Regulations by delivery of written notice to Seller setting forth the revised definition together with a Tax Opinion.

"Net Participant Price" means, with respect to the Project Participant, the Contract Index Price less the Monthly Discount.

"Non-Private Business Remarketing Proceeds" means all proceeds received by Buyer under Section 5 of this Exhibit C from Seller's remarketing of Energy in any Non-Private Business Sale.

"Non-Private Business Sale" means a sale (other than a Qualified Sale) of Energy to a "governmental person" as defined in Treasury Regulation Section 1.141-1(b) that in each case agrees in writing to not use any part of such Energy for a Private Business Use.

"Non-Private Business Sales Ledger" has the meaning specified in Section 7(a) of this Exhibit C.

"Non-Qualifying Remarketing Limit" means a quantity of Energy, in MWhs, equal to 10% of the total quantity of Energy, in MWhs, to be delivered hereunder, as such Non-Qualifying Remarketing Limit may be increased from time to time upon receipt by Buyer and Seller of a Tax Opinion setting forth a higher Non-Qualifying Remarketing Limit.

"Private Business Remarketing Limit" means a quantity of Energy in MWhs equal to (a) $15,000,000, divided by (b) the Specified Fixed Price, as such Private Business Remarketing Limit may be increased from time to time upon receipt by Buyer and Seller of a Tax Opinion setting forth a higher Private Business Remarketing Limit.

"Private Business Remarketing Proceeds" means all proceeds received by Buyer under Section 5 of this Exhibit C from Seller's remarketing of Energy in any Private Business Sale (including the purchase of such Energy by Seller for its own account).

"Private Business Sale" means any sale of Energy other than in a Non-Private Business Sale or a Qualified Sale.

"Private Business Sales Ledger" has the meaning specified in Section 7(b) of this Exhibit C.

"Private Business Use" has the meaning ascribed to such term in Section 141 of the Code.

"Provisional Payment" has the meaning specified in Section 5(a) of this Exhibit C.

"Qualified Sale" means any sale of Energy or natural gas (x) to a Municipal Utility that agrees in writing (i) to use all of such Energy or natural gas for a Qualifying Use that is not a Private Business Use and (ii) not to count any purchase of such Energy or natural gas towards any remediation obligations such Municipal Utility may have with respect to proceeds received from the sale of property purchased with tax-exempt financing proceeds; or (y) that would not (i) cause interest on the Bonds to be included, or increase the risk of interest on the Bonds of being included, in gross income for purposes of federal income taxation under applicable Law at the time of such sale, or (ii) count towards any limit under applicable Law at the time of such sale, beyond which limit interest on the Bonds would become included in gross income for purposes of federal income taxation after the passage of time and lack of any remediation. Buyer shall from time to time to the extent necessary revise the definition of "Qualified Sale" to conform to the applicable provisions of the Code or Treasury Regulations by delivery of written notice to Seller setting forth the revised definition together with a Tax Opinion.

"Qualifying Use" with respect to Energy has the meaning ascribed to such term in Treasury Regulations Section 1.148-1(e)(2)(iii)(A)(2) or (B)(2), as applicable.

"Remarketing Fee" means the amount specified in Exhibit F of this Agreement.

"Remarketing Notice" means a Monthly Remarketing Notice.

"Remediation Remarketing" means the remarketing of Energy in Qualified Sales by Seller pursuant to Section 8 of this Exhibit C in an effort to reduce to zero (0) any Ledger Entry balances in either the Non-Private Business Sales Ledger or the Private Business Sales Ledger.

"Remediation Remarketing Purchase Price" has the meaning specified in Section 8(b)(ii) of this Exhibit C.

"Tax Opinion" means an [Opinion of Bond Counsel] or [Special Tax Counsel] (as defined in the Bond Indenture) to the effect that an action proposed to be taken or an event will not, in and of itself, cause interest on the applicable Bonds to be included in gross income for purposes of federal income taxation.

"Treasury Regulations" means the U.S. Treasury Regulations under the Code.

Section 2. Buyer's Right and Obligation to Request Remarketing. Buyer may, and, if required to do so under the Bond Indenture or the terms of this Agreement shall, request Seller to remarket, pursuant to this Exhibit C, all or a specified part of the Contract Quantities for any Delivery Point.

Section 3. Remarketing Notice.

(a) Generally. To request remarketing under this Exhibit C, Buyer must issue a Remarketing Notice, which Remarketing Notice must state as applicable (i) the portion of the Contract Quantity to be remarketed from each relevant Delivery Point, and (ii) the Delivery Hours in which such portion of the Contract Quantity is to be remarketed.

(b) Monthly Remarketing Notice. Buyer may designate a Remarketing Notice as a "Monthly Remarketing Notice" if the Remarketing Notice is delivered to Seller not later than three (3) Business Days prior to the start of the first Month in which it applies and applies to a period of one (1) Month or more; provided furthermore that, in the event Seller is obligated to remarket Base Energy under Section 3.4 of the Agreement, Buyer shall be deemed to have delivered a Monthly Remarketing Notice with respect thereto.

Section 4. Seller's Remarketing Obligations Generally.

(a) All Energy remarketed by Seller pursuant to this Exhibit C shall be for the benefit of Buyer, meaning all remarketed Energy shall first be sold by Seller to Buyer and then resold by or for the account of Buyer pursuant to the terms and provisions of this Exhibit C.

(b) Seller may act directly as principal to the remarketing buyer or may cause a supplier to Seller to act directly as principal to the remarketing buyer. Neither Seller nor any Person acting on Seller's behalf shall owe any fiduciary duties to Buyer with respect to the remarketing of any Energy. Buyer acknowledges and agrees that Seller or a Person acting on Seller's behalf in remarketing Energy may have other supplies of Energy available to sell to potential remarketing buyers, and Energy designated for remarketing shall not be entitled to any preference over any such other supplies of Energy.

(c) Seller shall prepare, maintain and provide Monthly to Buyer accurate and complete records showing (i) the identity of each purchaser in a Qualified Sale, a Non-Private Business Sale, or a Private Business Sale undertaken by Seller on Buyer's behalf, (ii) the aggregate amount of Energy remarketed under this Agreement in Qualified Sales, (iii) the aggregate amount of Energy remarketed under this Agreement in Non-Private Business Sales, and (iv) the aggregate amount of Energy remarketed under this Agreement in Private Business Sales. Notwithstanding the foregoing or anything to the contrary herein, in the event that either Party (x) reasonably determines that interest on the Bonds is not excluded from gross income for federal income tax purposes due to a change in Law, (y) receives an opinion of counsel to such effect (provided that such opinion of counsel shall be rendered by counsel of nationally recognized standing in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States) and (z) notifies the other Party of such determination (which notice shall include a copy of the opinion of counsel referenced in clause (y)), then (I) the terms of this Exhibit C regarding the remediation obligations of the Parties shall cease to apply and shall be of no further force and effect, and (II) Seller shall no longer maintain the records described in the immediately preceding sentence and shall not record Ledger Entries or otherwise maintain the ledgers described in Section 7 and Section 9(a) of this Exhibit C.

(d) Any amounts due to Buyer for Energy remarketed by Seller or purchased by Seller under this Exhibit C shall be remitted to Buyer pursuant to Section 14.2 of this Agreement in the Month following the Month in which such Energy is remarketed or purchased, as applicable. Additionally, the Parties acknowledge and agree that Seller's payment obligations under this Exhibit C shall be reduced to the extent that any Energy remarketed hereunder is negatively priced.

Section 5. Remarketing.

(a) Provisional Payments for and Remarketing of Assigned Product. Notwithstanding anything to the contrary herein, the following terms shall apply to under-deliveries of Assigned Product.

(i) To the extent that (A) the Annual Quantity has not been delivered for the then-current Contract Year as of the end of a Month and (B) the quantity of Assigned Product delivered under an Assigned PPA in any such Month is less than the Monthly Projected Quantity, then Seller shall pay Buyer for any such Month the product of (I) the Monthly Projected Quantity for the relevant Assigned PPA(s), minus the quantity of Assigned Product actually delivered under such Assigned PPA(s), multiplied by (II) the Day-Ahead Average Price (any such payment, a "Provisional Payment"). Any Provisional Payments due from Seller to Buyer under this Section 5(a)(i) shall be paid to the [Provisional Payments Account] established under and defined in the Participant Custodial Agreement, and Seller shall have fully satisfied any Provisional Payment obligation upon payment of such amount in accordance with the Participant Custodial Agreement, regardless of whether the Participant Custodian complies with its obligations thereunder. In any Billing Statement that Seller delivers under Section 14.2(b) that reflects a Provisional Payment due, Seller shall indicate (x) the total amount of any Provisional Payment due for such Month and (y) the portion of such Provisional Payment that reflects the Net Participant Price that would otherwise be payable with respect thereto.

(ii) To the extent that a quantity of Assigned Products equal to or greater than the Annual Quantity are delivered for any Contract Year, any Provisional Payments made during such Contract Year shall not result in Ledger Entries under this Exhibit C.

(iii) To the extent that less than the Annual Quantity of Assigned Product is delivered for any Contract Year, then (A) Buyer shall be deemed to have requested for Seller to remarket a quantity of Assigned Product equal to the Annual Quantity minus the quantity of Assigned Products actually delivered during such Contract Year (such quantities, the "Remarketed Quantities"), provided that (x) the Remarketed Quantities shall be reduced by any Assigned Products not delivered due to Force Majeure and (y) any Provisional Payment attributable to Assigned Products not delivered due to Force Majeure shall be excluded from the calculations described below, and (B) Seller shall be deemed to have purchased such Remarketed Quantities for its own account at a price equal to the [Average Provisional Price] (as defined in Section 5(a)(iv) below). Any purchase by Seller of the Remarketed Quantities for its own account pursuant to this Section 5(a) shall constitute a Private Business Sale and shall be reflected on the Private Business Sales Ledger effective as of the first day of the [Ledger Month] (as defined below). Buyer shall notify Seller if and to the extent the proceeds from any such Private Business Sales are applied to amounts owed by the Project Participant pursuant to [Section 7.5] of the Power Supply Contract, and, to the extent so applied, such proceeds shall remediate such Private Business Sales and be entered as debits on the Private Business Sales Ledger.

(iv) The following terms have the meaning specified below for the purpose of this Section 5(a).

"Average Provisional Price" means the sum of all Provisional Payment Allocation Amounts for such Contract Year.

"Ledger Month" means, for any Contract Year, the Month immediately following the last Month for which the Pro-Rated Monthly Quantity was fully delivered for such Contract Year. For example, if (x) a Contract Year is from January 1 to December 31, (y) the Annual Quantity is 120 MWhs and (z) 110 MWhs are delivered in a given Contract Year, then the resulting Ledger Entries would be entered on December 1 for such Contract Year. For another example, if (x) a Contract Year is from January 1 to December 31, (y) the Annual Quantity is 120 MWhs and (z) 85 MWhs are delivered in a given Contract Year, then the resulting Ledger Entries would be entered on September 1 for such Contract Year.

"Pro-Rated Monthly Quantity" means, for each Contract Year, the quantity attributable to each Month of such Contract Year if the Annual Quantity is divided into twelfths. For example, if the Annual Quantity is 120 MWhs, the Pro-Rated Monthly Quantity for each Month in a Contract Year is 10 MWhs – and, in such case, if (x) 110 MWhs are delivered in a given Contract Year, the Pro-Rated Monthly Quantity would be fully delivered for 11 of the 12 Months in such Contract Year; and (y) if 85 MWhs are delivered in a given Contract Year, the Pro-Rated Monthly Quantity would be fully delivered for 8 of the 12 Months in such Contract Year.

"Provisional Payment Allocation Amount" means, for each Provisional Payment in a Contract Year, an amount (in $/MWh) determined by multiplying the Weight for such Provisional Payment by the price used to calculate such Provisional Payment.

"Weight" means an amount (in $/MWh) determined for each Provisional Payment in a Contract Year by dividing the amount of each such Provisional Payment by the sum of all Provisional Payments for such Contract Year.

(b) Remarketing of Base Energy. The following provisions shall apply to the remarketing of Base Energy by Seller:

(i) Seller shall use Commercially Reasonable Efforts to remarket or cause to be remarketed all Base Energy specified for remarketing. In exercising such Commercially Reasonable Efforts, Seller shall first attempt to remarket or cause to be remarketed all Energy specified in a Remarketing Notice in Qualified Sales and then, if Seller is unable to so remarket all of such Energy for such purposes, in Non-Private Business Sales. If Seller is unable to remarket all or any portion of the Energy designated in a Remarketing Notice, then Seller shall purchase such Energy for its own account at the prices set forth in Section 5(b)(v) of this Exhibit C as if such Energy had been remarketed to it.

(ii) Seller shall not be required to remarket any Base Energy at a net price to Seller (after deducting all transportation and transmission costs and all other costs) that is anticipated to be less than the Day-Ahead Market Price applicable to such Energy in the case of a Monthly Remarketing Notice.

(iii) Notwithstanding the foregoing or anything to the contrary herein, provided that (A) the Project Participant is not in default under its Power Supply Contract and (B) Seller is remarketing such Project Participant's portion of the Contract Quantity because an EPS Energy Period is not in effect, then:

A. Seller shall purchase Energy for its own account and shall pay Buyer the product of (A) the quantity of such Energy purchased for its own account multiplied by (B) the result of (I) the applicable Day-Ahead Market Price minus (II) the Remarketing Fee;

B. Proceeds received by Buyer under this Section 5(b)(iii) that exceed the amount Buyer would have received for the same quantity of Energy at the Net Participant Price shall be deposited in the subaccount applicable to the Project Participant within the Remediation Account of the Energy Remarketing Reserve Fund;

C. the Project Participant shall be required under [Section 7.5] of the Power Supply Contract to exercise Commercially Reasonable Efforts to purchase Energy for a Qualifying Use to remediate any Ledger Entry resulting from Seller's purchase of Energy; and

D. if any Ledger Entry has not been reversed within twelve Months of the date of any such Ledger Entry, Seller thereafter shall exercise Commercially Reasonable Efforts to remediate any such Ledger Entry by making a Qualified Sale to the Project Participant or any other Municipal Utility.

(iv) Proceeds from Qualified Sales and Non-Private Business Sales.

A. For any Energy specified in a Monthly Remarketing Notice that Seller remarkets in a Qualified Sale or Non-Private Business Sale, Seller shall deliver to Buyer the actual proceeds less the Remarketing Fee per MWh sold, *provided* that the aggregate amount delivered by Seller under this clause (A) for any Month shall not be less than the aggregate quantity so remarketed during such Month multiplied by the Net Participant Price.

B. Reserved.

C. In the event the payment due date under a Qualified Sale or Non-Private Business Sale has not yet occurred prior to the date upon which payment is due under this Agreement for the applicable Month, the Parties shall nonetheless issue statements as if the full amount from such Qualified Sale or Non-Private Business Sale had been paid and, if such full payment is not received prior to the next Monthly due date under this Agreement, the Parties shall issue the

appropriate statements to reflect the actual proceeds received and true-up any difference.

(v) Proceeds from Private Business Sales.

A. For any Energy specified in a Monthly Remarketing Notice that is not remarketed in a Qualified Sale or Non-Private Business Sale, Seller shall pay to Buyer the positive result determined by the following formula with respect to each Delivery Point to which such Monthly Remarketing Notice applied, provided that the aggregate amount delivered by Seller under this clause (A) for any Month shall not be less than the aggregate quantity so remarketed during such Month multiplied by the Net Participant Price:

P = Q x (IP - RF)

Where:

P = The amount payable by Seller under this Section 5(b)(v)(A)

Q = The quantity of such Energy remarketed with respect to such Delivery Point

IP = The Contract Index Price for such Delivery Point

RF = The Remarketing Fee

B. Reserved.

(vi) Energy Remarketing Reserve Fund. Any proceeds received by Buyer under this Section 5 for Energy remarketed in sales other than Qualified Sales that exceed the amount Buyer would have received for the same quantity of Energy at the Net Participant Price shall be deposited in the Energy Remarketing Reserve Fund.

Section 6. Reserved.

Section 7. Tracking Remarketing Proceeds. Seller shall maintain four (4) separate ledgers related to remarketing proceeds as described below:

(a) One (1) ledger (the "Non-Private Business Sales Ledger") shall include, (A) as dollar credits, the Non-Private Business Remarketing Proceeds, and (B) as a MWh credit, the MWhs corresponding to such Non-Private Business Remarketing Proceeds.

(b) Another ledger (the "Private Business Sales Ledger") shall include, (A) as dollar credits, Private Business Remarketing Proceeds, and (B) as a MWh credit, the MWhs corresponding to such Private Business Remarketing Proceeds.

(c) The other two (2) ledgers shall be maintained as described in Section 9(a) of this Exhibit C.

(d) The credits to be recorded in the ledgers described in Section 7(a) and (b) of this Exhibit C (collectively, the "Ledger Entries") shall be dated as of the first day of the Month prior to the Month in which Buyer or Project Participant receives the proceeds corresponding to such Ledger Entries.

(e) The four (4) ledgers described in this Section 7 of this Exhibit C and all debits and credits to such ledgers shall be kept on an aggregate basis for purposes of this Exhibit C.

Section 8. Remediation Remarketing and Bond Redemptions. At any time that the net Ledger Entry balance of either the Non-Private Business Sales Ledger or the Private Business Sales Ledger is greater than zero (0):

(a) Buyer shall exercise Commercially Reasonable Efforts to utilize the proceeds represented by the dollar balances of such Ledger Entries to purchase Energy for resale in Qualified Sales and shall promptly notify Seller following such purchase and sale.

(b) Seller shall exercise Commercially Reasonable Efforts to locate opportunities for Buyer to purchase Energy to sell in Qualified Sales to remediate the proceeds represented by the dollar balances of the Ledger Entries. In this regard, if Seller locates a Remediation Remarketing opportunity, then:

(i) Seller shall notify Buyer of such opportunity;

(ii) Buyer shall, upon receipt of such notice, purchase Energy from Seller at a price determined by Seller in a Commercially Reasonable manner based upon applicable market prices at the location where the remarketing opportunity sale will occur (the "Remediation Remarketing Purchase Price");

(iii) Seller shall remarket such Energy on Buyer's behalf in a Qualified Sale;

(iv) Seller shall remit to Buyer the proceeds collected from such Qualified Sale, but in no event shall Seller remit less than the Minimum Remarketing Sales Price for the remarketing transaction; *provided*, however, that to the extent Seller does not receive the Remediation Remarketing Purchase Price from Buyer prior to the Remediation Remarketing described herein, Seller shall credit the proceeds collected from such remarketing sale against the Remediation Remarketing Purchase Price owed to Seller, and Seller shall be reimbursed from the Energy Remarketing Reserve Fund to the extent necessary to make Seller whole for such Qualified Sale; and

(v) Seller shall issue to Buyer a confirmation notice (including the dollar price and MWhs) of each purchase of Energy by or on behalf of Buyer, and each sale of Energy on Buyer's behalf, under this Section 8, and amounts due from or to Buyer shall be separately stated on the Billing Statement for the Month in which such remarketing transactions occur.

For the avoidance of doubt, Seller shall not sell, nor be required to sell, Energy to Buyer for a Remediation Remarketing if such Energy is to be remarketed by Seller on behalf of Buyer for less than the Minimum Remarketing Sales Price.

(c) Unless the terms of a Remediation Remarketing undertaken by Seller on Buyer's behalf are specifically assumed by Buyer, Seller shall indemnify Buyer for any costs or liabilities associated with such Remediation Remarketing (other than costs related to the price at which such Energy is sold and the risk of collecting the sale proceeds from the remarketing buyer), including, without limitation, any cover or replacement costs; termination payments; fees, penalties, costs or charges (in cash or in kind) assessed by any Transmission Provider for failure to satisfy its balance or nomination requirements; Claims for breach of warranty; taxes, fees, levies, penalties, licenses or charges imposed by any Government Agency; and Claims from personal injury or property damages.

(d) The total purchase price of any Energy purchased by Buyer or Seller pursuant to Section 8(b) of this Exhibit C will be entered by Seller as a dollar debit on (i) first, the Private Business Sales Ledger, if and to the extent such ledger has a positive balance and such Energy is remarketed in a Qualified Sale and (ii) second, on the Non-Private Business Sales Ledger, if and to the extent such ledger has a positive balance, the Private Business Sales Ledger has a zero (0) balance, and such Energy is remarketed in a Qualified Sale, with such debit in the case of (i) or (ii) dated as of the last day of the Month in which such Energy was purchased. Each dollar debit shall offset and reverse an equal amount of the dollar credits to such ledger (that have not previously been transferred to the Expired Non-Private Business Sales Ledger or the Expired Private Business Sales Ledger) in the order in which they were made (beginning with the oldest credit not previously offset and reversed by any prior debit). Whenever a debit is made to the dollar balance of the Ledger Entries of either such ledger, Seller shall also debit the Energy balance of the Ledger Entries of such ledger based on (i) such dollar debit divided by (ii) an average Energy price calculated from the net Ledger Entry then present on the relevant ledger being debited. For the avoidance of doubt, neither the Non-Private Business Sales Ledger nor the Private Business Sales Ledger shall ever have a negative balance, and the same purchase transaction shall not result in a debit to more than one ledger except to the extent that a debit for the transaction causes one (1) ledger to have a zero (0) balance and the remaining portion of the permitted debit is made to the other ledger.

(e) In addition to the ability of Seller or Buyer to engage in Remediation Remarketing to reduce the balances of any Ledger Entries through Qualified Sales of Energy, the proceeds represented by the dollar balances of such Ledger Entries may also be remediated through the purchase of natural gas that will be remarketed in Qualified Sales. For the purposes of entering MMBtu debits for natural gas to the Ledger Entries in accordance with Section 8(d) of this Exhibit C for any Remediation Remarketing of natural gas, a quantity of MWhs will be debited based on (i) the total proceeds paid for such natural gas divided by (ii) an average Energy price calculated from the net Ledger Entry then present on the relevant ledger being debited.

Section 9. Ledger Event.

(a) In addition to the Non-Private Business Sales Ledger and the Private Business Sales Ledger described in Section 7(a) and (b) of this Exhibit C, above, Seller shall also

maintain an "Expired Non-Private Business Sales Ledger" and an "Expired Private Business Sales Ledger." Whenever a credit to the dollar balance of the Ledger Entries of the Non-Private Business Sales Ledger has not been reversed in full within two (2) years of such credit by an offsetting dollar debit in accordance with Section 8(d) or (e) of this Exhibit C, then Seller shall (i) debit the remaining portion of such dollar credit and the MWh balance of the Ledger Entries in the manner described in the penultimate sentence of Section 8(d) and (ii) record such debits as credits to the Expired Non-Private Business Sales Ledger. Similarly, whenever a credit to the dollar balance of the Ledger Entries of the Private Business Sales Ledger has not been reversed in full within two (2) years of such credit by an offsetting dollar debit in accordance with Section 8(d) or (e) of this Exhibit C, then Seller shall (i) debit the remaining portion of such dollar credit and the MWh balance of the Ledger Entries in the manner described in the penultimate sentence of Section 8(d) and (ii) record such debits as credits to the Expired Private Business Sales Ledger.

(b) No later than the tenth (10th) day of each Month, Seller shall provide to Buyer copies of the Non-Private Business Sales Ledger, the Private Business Sales Ledger, the Expired Non-Private Business Sales Ledger and the Expired Private Business Sales Ledger showing all credits and debits to each such ledger since the Execution Date.

(c) A "Ledger Event" shall occur if, upon delivery of a ledger statement under Section 9(b) above, either (i) (A) the sum of all MWh credits on the Expired Non-Private Business Sales Ledger and the Expired Private Business Sales Ledger exceeds (B) the Non-Qualifying Remarketing Limit, or (ii) (A) the sum of all MWh credits on the Expired Private Business Sales Ledger exceeds (B) the Private Business Remarketing Limit, unless Buyer has obtained a Tax Opinion with respect to such event or any remedial action that may have been taken with respect to the Bonds.

(d) The occurrence of a Ledger Event and any remedies associated therewith in Article XVII of this Agreement shall be Buyer's sole and exclusive remedies with respect to any inability by Seller to purchase and remarket Energy for Buyer pursuant to, or any breach by Seller of its obligations under, this Exhibit C.

Section 10. Buyer Right to Request to Purchase Remarketed Energy. Notwithstanding any other provision of this Exhibit C, Buyer may request in a Remarketing Notice delivered to Seller that Buyer be the remarketing buyer of the quantities of Energy described in such Remarketing Notice, in which case Seller will sell such remarketed Energy to Buyer at a price, at Delivery Point(s) and on date(s) to be mutually agreed (but the price, with respect to Energy remarketed pursuant to a Monthly Remarketing Notice, shall in no event be less than the Net Participant Price) by the Parties, provided that Seller shall be obligated to remarket such Energy to Buyer only if all of the following conditions are satisfied:

(a) Buyer is not in default under any Transaction Document;

(b) Buyer has certified to Seller in the Remarketing Notice that the condition in (a) above is true;

(c) Buyer has provided such adequate assurances of Buyer's performance, if any, as may have been reasonably requested by Seller;

(d) there is a master agreement in effect between Buyer and Seller that will govern the remarketing transaction between Buyer and Seller; and

(e) Buyer covenants to resell the Energy only in Qualified Sales.

EXHIBIT D-1

TERMINATION PAYMENT SCHEDULE

The Termination Payment for any Early Termination Payment Date will be the amount set forth on the attached table in the column corresponding to the month in which the Early Termination Payment Date occurs, plus the product of (a) the Monthly Projected Quantity for such Month and the Hourly Quantities for such Month, as applicable, minus the quantity of Energy delivered in such Month prior to the effectiveness of such Early Termination Payment Date, multiplied by (b) the result of (i) the applicable [Fixed Price for Energy] (as defined in the Buyer Swap), minus (ii) the Specified Discount then in effect.

[To be attached.]

EXHIBIT D-2

TERMINATION PAYMENT ADJUSTMENT SCHEDULE

(To be attached pursuant to Section 17.8 as required.)

EXHIBIT D-3

POST TERMINATION PAYMENT SCHEDULE

[To be attached.]

EXHIBIT E

RESERVED

EXHIBIT F

PRICING AND OTHER TERMS

Delivery Period:	The period beginning on [___], 20[__] and ending on [___], 20[__] or earlier upon the Early Termination Payment Date
Minimum Discount:	$[__]/MWh for each Reset Period after the [Initial Reset Period] (as defined in the Re-Pricing Agreement)
Monthly Discount:	$[__]/MWh during the Initial Reset Period (as defined in the Re-Pricing Agreement), and for each Month of a Reset Period thereafter, the Monthly Discount portion of the Available Discount for such Reset Period determined by the [Calculation Agent] (as defined in the Bond Indenture) pursuant to the Re-Pricing Agreement
Prepayment:	$[__]
Prepayment Outside Date:	[___], 20[__]
Remarketing Fee:	$[0.50]/MWh, provided that: (i) the Remarketing Fee shall be $[1.50]/MWh for any remarketing pursuant to Section 5(b)(iii) of Exhibit C; and (ii) the Remarketing Fee shall be zero with respect to any Product remarketed to Buyer in accordance with Section 10 of Exhibit C.
Specified Fixed Price:	$[__]/MWh
Specified Discount:	$[__]/MWh from [___], 20[__] through and including [___], 20[__], and for each Reset Period thereafter, the [Available Discount] (as defined in the Re-Pricing Agreement) determined by the [Calculation Agent] (as defined in the Bond Indenture) pursuant to the Re-Pricing Agreement.
ESR Fee:	$[1.10]/MWh
Swap Fee:	$[__]/MWh

EXHIBIT G

RECEIVABLES PURCHASES

[To be attached.]

RE-PRICING AGREEMENT

This RE-PRICING AGREEMENT, dated as of [___], 20[__] (this "Agreement"), is entered into by and between Energy Prepay [_], LLC, a Delaware limited liability company ("Prepay LLC") and California Community Choice Financing Authority, a joint powers authority and public entity of the State of California ("Issuer"). Prepay LLC and Issuer are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings set forth in Section 1.

WHEREAS, Issuer is issuing the Clean Energy Project Revenue Bonds, Series 2026[X] pursuant to the Indenture in order to provide funds to acquire the Energy Supply from Prepay LLC pursuant to the Prepaid Agreement;

WHEREAS, in connection with its acquisition of the Energy Supply, Issuer has entered into the Power Supply Contract with the Project Participant providing for the sale of the Energy Supply by Issuer to the Project Participant;

WHEREAS, the price payable by the Project Participant for the Energy Supply includes a discount to the price set forth in the Power Supply Contract, which discount has been established for the Initial Reset Period therein and will be re-established for each subsequent Reset Period under the terms and conditions set forth herein; and

WHEREAS, under the terms of the Power Supply Contract, prior to each Reset Period after the Initial Reset Period, the Project Participant may elect to have its Energy Supply remarketed if the Available Discount established for such Reset Period is less than the Minimum Discount specified in the Power Supply Contract.

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

Section 1. Definitions. When used herein, the following capitalized terms shall have the following meanings:

"Additional Reduction Amount" has the meaning set forth in Appendix A.

"Available Discount" has the meaning specified in the Power Supply Contract and for purposes of this Agreement, means for each Reset Period, the final amount determined by Prepay LLC as of the applicable Bond Pricing Date pursuant to Appendix A, expressed in cents per MWh (rounded down to the nearest one-half cent).

"Bond Closing Date" means the date on which the Bonds are issued pursuant to the Indenture.

"Bond Pricing Date" means, for any Reset Period, the date upon which the interest rate and yield on the Bonds is established pursuant to the applicable bond remarketing agreement or bond purchase agreement.

"Bonds" has the meaning set forth in the Indenture.

"Business Day" has the meaning set forth in the Indenture.

"Contract Quantity" has the meaning set forth in the Prepaid Agreement.

"Delivery Period" has the meaning set forth in the Prepaid Agreement.

"Delivery Period Implied Rate" has the meaning set forth in Appendix A.

"Determination Month" has the meaning set forth in Appendix A.

"Energy" has the meaning set forth in the Prepaid Agreement.

"Energy Supply" means with respect to the Prepaid Agreement, the aggregate Contract Quantities of Energy to be delivered by Prepay LLC under the Prepaid Agreement.

"Estimated Available Discount" has the meaning set forth in Section 5(a).

"Excess Amount" is the positive difference, if any, of the Prior Remaining Energy Value less the New Remaining Delivery Cost.

"Fixed Price" means $[__]/MWh.

"Fixed Rate" has the meaning set forth in Appendix A.

"Funding Agreement" has the meaning set forth in the Prepaid Agreement.

"Funding Bidder" has the meaning set forth in the LLC Agreement.

"Funding Recipient" has the meaning set forth in the Prepaid Agreement.

"Indenture" means the Trust Indenture, dated as of the first day of the month of the Bond Closing Date, between Issuer and the Trustee, as the same may be amended or supplemented from time to time pursuant to one or more Supplemental Indentures, or any other trust indenture under which refunding bonds are issued and secured.

"Initial Reset Period" means the period from [___], 20[__] until [___], 20[__].

"Interest Rate Period" has the meaning set forth in the Indenture, provided that if the Bonds are Outstanding in two or more Series with separate, concurrent and co-terminus Interest Rate Periods, "Interest Rate Period" shall mean all such Interest Rate Periods collectively.

"LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Prepay LLC, dated as of [___], 20[__].

"Mandatory Purchase Date" has the meaning set forth in the Indenture.

"Minimum Discount" has the meaning set forth in the Power Supply Contract.

"Monthly Contract Quantity" means, for any month, the aggregate Contract Quantities scheduled to be delivered by Prepay LLC to Issuer under the Prepaid Agreement for such month.

"Monthly Discount" has the meaning set forth in Section 6(b).

"MWh" has the meaning set forth in the Prepaid Agreement.

"Prepay LLC" has the meaning set forth in the preamble.

"New Remaining Delivery Cost" has the meaning set forth in Appendix A.

"New Reset Period" has the meaning set forth in Appendix A.

"Old Reset Period" has the meaning set forth in Appendix A.

"Outstanding" has the meaning set forth in the Indenture.

"Participant Notification Deadline Day" means, with respect to each Reset Period, the last day on which Issuer is permitted to provide a notice of the Estimated Available Discount to the Project Participant under the Power Supply Contract.

"Person" means any individual, limited liability company, corporation, partnership, joint venture, trust, unincorporated organization, or government agency.

"Power Supply Contract" has the meaning set forth in the Indenture.

"Prepaid Agreement" means the Prepaid Energy Sales Agreement, dated as of [___], 20[__], between Prepay LLC and Issuer, as the same may be amended or supplemented in accordance with its terms.

"Prior Remaining Energy Value" has the meaning set forth in Appendix A.

"Project Participant" has the meaning set forth in the Indenture.

"Re-pricing Date" means, for any Reset Period, any Business Day not earlier than ninety (90) days prior to the earlier of (i) the date on which the Bonds then Outstanding may be called for optional redemption in accordance with the Indenture and (ii) the day following the last day of the Reset Period then in effect.

"Re-pricing Firm Offer" means, for any Reset Period after the Initial Reset Period, a binding offer from a Funding Bidder on the Bond Pricing Date for such Reset Period to provide a Funding Agreement that reflects (i) a Reset Period Implied Rate that is sufficient to achieve the Minimum Discount for such Reset Period, and (ii) a Reset Period length that complies with the requirements of Section 3.

"Re-pricing Indicative Offer" means, for any Reset Period after the Initial Reset Period, indicative pricing from a Funding Bidder that would constitute a Re-pricing Firm Offer if made on the proposed Bond Pricing Date for such Reset Period.

"Remaining Delivery Cost" has the meaning set forth in Appendix A.

"Remaining Energy Value" has the meaning set forth in Appendix A.

"Reset Period" means the Initial Reset Period and each period determined pursuant to Section 3.

"Reset Period Implied Rate" has the meaning set forth in Appendix A.

"Series" means Bonds designated as a Series and authorized to be issued by Issuer pursuant to [Section 2.01] of the Indenture.

"SOFR" means the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York (or a successor administrator) and provided on the New York Fed's Website.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture executed and delivered by Issuer and the Trustee in accordance with [Article X] of the Indenture.

"Termination Payment Adjustment Schedule" has the meaning set forth in the Prepaid Agreement.

"Trustee" means the trustee under the Indenture and its successors and assigns.

Section 2. Purpose of Agreement and Intention of Parties. The Parties are entering into this Agreement in connection with the execution and delivery of the Indenture, the Prepaid Agreement and the other transaction documents for the purpose of establishing the methodology for determining the Available Discount for each Reset Period following the Initial Reset Period.

Section 3. Reset Periods. Each Reset Period shall commence on the next day that follows the last day of the Initial Reset Period or, subsequently, the immediately prior Reset Period. The length of each Reset Period shall be the remaining term of the Delivery Period unless Prepay LLC elects, in its sole discretion following consultation with Issuer, a shorter period, which period may not be shorter than the lesser of (a) three (3) years or (b) the remaining term of the Delivery Period without Issuer's consent; *provided further* that:

(i) The Initial Reset Period and each subsequent Reset Period (other than the final Reset Period) shall end the last day of the month preceding the end of the applicable Interest Rate Period. For example, if the Interest Rate Period ends October 31, the last day of the Reset Period would end September 30, and

(ii) the final Reset Period shall end on the last day of the Delivery Period.

Section 4. Reserved.

Section 5. Estimated Available Discount.

(a) On any Business Day not earlier than the 70th day prior to the earliest potential Re-pricing Date for any Reset Period and not later than ten (10) Business Days prior to the latest potential Re-pricing Date for any Reset Period, Prepay LLC (either on its own initiative or at Issuer's request) shall provide to Issuer an estimate of the length of such Reset Period, the Reset Period Implied Rate and the Available Discount (the "Estimated Available Discount") that are anticipated to apply to such Reset Period. In determining the Estimated Available Discount, Prepay LLC shall utilize the methodology set forth in Appendix A. After Prepay LLC provides an initial estimate for a Reset Period, Prepay LLC may provide updated estimates on its own initiative or upon a subsequent request from Issuer.

(b) Issuer shall notify the Project Participant of the Estimated Available Discount and any updates thereto under the relevant provisions of the Power Supply Contract. Unless Prepay LLC and Issuer otherwise agree, in any notice of Estimated Available Discount provided to a Project Participant prior to the Participant Notification Deadline Day, Issuer shall clearly indicate in such notice that the notice is provisional and is not intended to, and does not, trigger a Project Participant's right to provide a [Remarketing Election Notice] (as defined in the Power Supply Contract).

(c) If, at any time during the re-pricing period for a Reset Period, a Funding Bidder provides a Re-pricing Firm Offer for such Reset Period that Prepay LLC accepts in accordance with the LLC Agreement, Issuer agrees that it will execute a bond purchase or remarketing agreement reflecting a Funding Agreement for such Reset Period between Prepay LLC and the Funding Bidder selected by Prepay LLC for such Reset Period.

(d) Issuer agrees to cooperate in good faith with Prepay LLC and to take all steps reasonably within Issuer's control that are necessary, in each case, to cause a Bond Pricing Date to occur for any Re-pricing Indicative Offer that Prepay LLC elects to pursue, which steps shall include retaining an underwriter or remarketing agent for the Bonds to be priced and participating in the Bond marketing or remarketing process.

(e) Issuer shall notify the Project Participant of the Estimated Available Discount and any updates thereto under the relevant provisions of the Power Supply Contract. Unless Prepay LLC and Issuer otherwise agree, in any notice of Estimated Available Discount provided to a Project Participant prior to the Participant Notification Deadline Day, Issuer shall clearly indicate in such notice that the notice is provisional and is not intended to, and does not, trigger a Project Participant's right to provide a Remarketing Notice (as defined in the Power Supply Contract).

Section 6. Determination of Available Discount and Monthly Discount.

(a) Prepay LLC shall determine on the Bond Pricing Date the Available Discount for such Reset Period (expressed in cents per MWh and rounded down to the nearest one-half cent) in accordance with the methodology set forth in Appendix A.

(b) For each Reset Period after the Initial Reset Period, Prepay LLC shall determine the monthly discount portion of the Available Discount for such Reset Period (the "Monthly Discount"). Issuer and Prepay LLC then shall mutually agree upon the projected Annual Refund (as defined in the Power Supply Contract) for such Reset Period, which shall be determined

consistent with [Section 3.2(b)] of the Power Supply Contract and shall be the remaining portion of the Available Discount. Prepay LLC and Issuer acknowledge that the purpose of retaining a portion of the Available Discount for distribution in the Annual Refund is to mitigate the risk to bondholders of reduced or lost investment income on any investments held under the Indenture.

Section 7. Termination Payment Adjustment Schedule; Monthly Quantity Changes.

(a) For any Reset Period, Prepay LLC may modify the Termination Payment Adjustment Schedule to reflect changes in the Remaining Energy Values set forth on Attachment 1 to Appendix A and otherwise, provided that such modifications are sufficient to meet the redemption requirements of the Bonds to be sold for such Reset Period.

(b) Issuer and Prepay LLC agree that the Prepaid Agreement will be amended to reflect any reductions to Monthly Contract Quantities determined pursuant to Appendix A.

Section 8. Timing. The dates and time intervals stated in this Agreement may be waived or altered by the mutual agreement of the Parties.

Section 9. Termination. This Agreement shall terminate automatically upon the occurrence of an [Early Termination Payment Date] under and as defined in the Prepaid Agreement. For the avoidance of doubt, any such termination shall not be considered a failure by Prepay LLC to act in good faith hereunder, regardless of whether the Parties have previously discussed pricing that may apply to any Reset Period or otherwise taken the steps required under this Agreement.

Section 10. Communications.

(a) All notices, requests and other communications shall be in writing (including facsimile, electronic mail or other electronic means) provided to the address and/or electronic mail address set forth below:

Prepay LLC: As provided in the Prepaid Agreement

Issuer: As provided in the Prepaid Agreement

(b) Each Party may change the address for communications to it pursuant to the terms of the referenced agreement, which notice shall be effective when delivered at the address specified herein.

Section 11. Miscellaneous.

(a) *Miscellaneous*. [Article X] (Dispute Resolution) and [Sections 18.3] (Entirety; Amendments), [18.4] (Governing Law), [18.5] (Non-Waiver), [18.6] (Severability), [18.7] (Exhibits), [18.9] (Relationships of Parties), [18.12] (Limitation of Liability) and [18.13] (Counterparts) of the Prepaid Agreement are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

(b) *Amendments to Power Supply Contract and Indenture*. Issuer shall not agree to or consent to any modification, supplement, amendment or waiver of any provision of the Power Supply Contract or the Indenture that affects the meaning of any defined term herein or the operation of any provision hereof.

(c) *Assignment*. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of the other Party; provided that each Party acknowledges and agrees that the other Party shall assign all of its right, title and interest in, to and under this Agreement in connection with any assignment by either Party of its right, title and interest in, to and under the Prepaid Agreement to the assignee thereof, which assignment shall constitute a novation.

[Separate Signature Page(s) Attached]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

ENERGY PREPAY [_], LLC
By: Morgan Stanley Capital Group Inc., its Manager

By:_____
Name:_____
Title:_____

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By:_____
Name:_____
Title:_____

Appendix A

Prepay LLC will undertake the following steps in determining the Available Discount for any Reset Period (each, a "New Reset Period"):

- Step 1: Determine the "Prior Remaining Energy Value"
  - Prepay LLC will determine the Remaining Energy Value for the last month of the current Reset Period (the "Old Reset Period") based on Attachment 1 hereto, as such Attachment initially existed or was last updated at the beginning of the prior Reset Period (the "Prior Remaining Energy Value").
  - "Remaining Energy Value" means, for any month, the amount set forth on Attachment 1 of Appendix A as the "Remaining Energy Value" for such month, as Attachment 1 may be updated pursuant to this Appendix A in connection with the establishment of any new Reset Period.

- Step 2: Prepay LLC will specify the length of the New Reset Period pursuant to Section 3 of this Agreement

- Step 3: Prepay LLC will specify a Reset Period Implied Rate for the New Reset Period and a Delivery Period Implied Rate
  - "Reset Period Implied Rate" means, for any Reset Period other than the Initial Reset Period, a fixed rate offered by the Funding Recipient for such Reset Period as of the Bond Pricing Date for such Reset Period, which rate the Parties acknowledge (i) will be determined by the Funding Recipient in its sole and absolute discretion based on the rate of the Funding Recipient, and (ii) for which the Funding Recipient may consider all relevant factors, including (w) the nature of the source of funding provided by the Funding Agreement, including any applicable regulatory or capital charges, (x) the tenor, (y) market interest for such funding at the time, and (z) any other unique attributes of the Funding Agreement funding relative to other sources available to the Funding Recipient. The Parties acknowledge that, for purposes of providing an Estimated Available Discount, Prepay LLC may rely on indicative pricing proposals from a Funding Bidder.
  - "Delivery Period Implied Rate" means, for any portion of the Delivery Period that is not covered by a Reset Period, a fixed rate determined by Prepay LLC in its sole and absolute discretion as of the Bond Pricing Date for such Reset Period which Prepay LLC determines (in its sole discretion) that the Funding Recipient would be able to acquire, as of the date of determination, funding from other sources comparable to the funding provided by the Funding Agreement as of the date of determination if such Funding Agreement were extended for the entire Delivery Period. In determining such a rate, Prepay LLC may consider all relevant factors, including (w) the nature of the source of funding provided by the Funding Agreement, including any applicable regulatory or capital charges, (x) the length of the Delivery Period, (y) market interest for such funding at the time, and (z) any other unique attributes of the

Funding Agreement funding relative to other sources available to the Funding Recipient.

- Step 4: Determine the "New Remaining Delivery Cost"
  - Prepay LLC will determine the "Remaining Delivery Cost" for each month of the Delivery Period after the Old Reset Period. The Remaining Delivery Cost for the first month of the New Reset Period is the "New Remaining Delivery Cost".
  - "Remaining Delivery Cost" means, for the first month of any New Reset Period (the "Determination Month"), an amount calculated by Prepay LLC equal to the net present value of a stream of monthly payments equal to the Monthly Contract Quantities multiplied by the Fixed Price for the remainder of the Delivery Period (including such Determination Month), discounted at the Reset Period Implied Rate for the New Reset Period and the Delivery Period Implied Rate for the remainder of the Delivery Period after the New Reset Period.

- Step 5: Additional Reduction Amount or changing Monthly Contract Quantities
  - If the Prior Remaining Energy Value is less than the New Remaining Delivery Cost:
    - If the Reset Period will go to the end of the Delivery Period, Prepay LLC will reduce the Monthly Contract Quantities to zero in as many months as necessary at the end of the Delivery Period (and, to the extent necessary, reduce the Monthly Contract Quantities in the last remaining month of the Reset Period to a quantity greater than zero) such that the Prior Remaining Energy Value is equal to the New Remaining Delivery Cost.
    - If the Reset Period will end prior to the end of the Delivery Period, Prepay LLC in its sole discretion may reduce the Monthly Contract Quantities as provided above.
  - If the Prior Remaining Energy Value is greater than the New Remaining Delivery Cost:
    - Subject to the following bullet, Prepay LLC will pay to Issuer the amount, if any, by which (A) the Prior Remaining Energy Value exceeds (B) the New Remaining Delivery Cost (the "Additional Reduction Amount") on the first day of the contemplated Interest Rate Period, which payment shall be applied by Issuer to the retirement of Bonds.
    - Notwithstanding the immediately prior bullet, Prepay LLC may elect to retain a portion of the Excess Amount if (i) the Reset Period will end prior to the end of the Delivery Period, (ii) such retention does not reduce the Available Discount, and (iii) doing so is consistent with the amortization requirement of the Bonds. If Prepay LLC elects to retain a portion of such Excess Amount pursuant to the foregoing proviso, the

Additional Reduction Amount shall be the portion of such Excess Amount that Prepay LLC elects to pay.

- Any Additional Reduction Amount or changes in Monthly Contract Quantities will then be included in calculating the New Remaining Delivery Cost. An Additional Reduction Amount will reduce the Prior Remaining Energy Value for this purpose.
- Once the New Reset Period goes into effect, Attachment 1 hereto will be amended such that the Remaining Energy Value for each month in the New Reset Period and the remainder of the Delivery Period is equal to the Remaining Delivery Cost for such month as determined under Step 4 and updated under this Step 5.

- Step 6: Determine the Fixed Rate for the Bonds for the term of such contemplated Interest Rate Period
  - The remarketing agent or underwriter of the Bonds for such contemplated Interest Rate Period will specify the Fixed Rate.
  - "Fixed Rate" means, for any New Reset Period, the fixed rate or rates of interest payable by Issuer with respect to a Series of Bonds or, in the case of a [Series of Variable Rate Bonds] (as defined in the Indenture), the fixed rate payable by Issuer under the related fixed rate swap transaction, which Fixed Rates will be determined on the Bond Pricing Date at a rate sufficient to enable all the Bonds to be sold or remarketed on such Bond Pricing Date in accordance with the Indenture (which sale price may include a premium or discount to par), as determined based on market information then available.

- Step 7: Determine Monthly Discount Portion of Available Discount
  - Prepay LLC will determine the Monthly Discount portion of the Available Discount for the Reset Period based on the expected differences between monthly revenues and monthly debt service and other obligations of the Clean Energy Project (as defined in the Indenture).

- Step 8: Determine Annual Refund Portion of Available Discount
  - Prepay LLC and Issuer shall mutually agree upon the projected Annual Refund (as defined in the Power Supply Contract) for the Reset Period, which shall be determined consistent with [Section 3.2] of the Power Supply Contract and shall be the remaining portion of the Available Discount applicable to such Project Participant.

Attachment 1 to Appendix A

REMAINING ENERGY VALUES

[To be attached.]

MASTER CUSTODIAL AGREEMENT

This Master Custodial Agreement (this "Agreement") is made and entered into as of [___], 20[__], by and among Energy Prepay [_], LLC, a Delaware limited liability company ("Prepay LLC"), Morgan Stanley Capital Group Inc., a Delaware corporation ("MSCG"), California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq*. of the *California Government Code*, as amended) ("Issuer"), and The Bank of New York Mellon, a New York banking corporation, in its capacity as custodian hereunder (in such capacity, the "Master Custodian").

RECITALS:

WHEREAS, Issuer is issuing its Clean Energy Project Revenue Bonds, Series 2026[X] (the "Bonds") pursuant to the Trust Indenture, dated as of [___], 20[__] (the "Bond Indenture") between the Issuer and U.S. Bank Trust Company, National Association, in its capacity as trustee under the Bond Indenture (the "Trustee");

WHEREAS, Prepay LLC and Issuer are entering into a Prepaid Energy Sales Agreement, dated as of the date hereof (the "Prepaid Agreement");

WHEREAS, in connection with the execution of the Prepaid Agreement, Prepay LLC and MSCG are entering into an Energy Management Agreement, dated as of the date hereof (the "Energy Management Agreement");

WHEREAS, [Funding Recipient] (along with its successors and permitted assignees, "Funding Recipient") are entering into an Investment Agreement, dated as of the date hereof, (as may be amended, supplemented, or otherwise replaced), (the "Funding Agreement")[1];

WHEREAS, [Swap Counterparty] (the "Swap Counterparty"), and Prepay LLC are entering into a commodity price swap transaction pursuant to an ISDA Master Agreement, dated as of [___], 20[__], together with the Schedule, Credit Support Annex(s) and a Confirmation, dated as of [___], 20[__] (such ISDA Master Agreement, Schedule, Credit Support Annex(s), Confirmation and any other confirmation entered into consistent with the terms thereof, the "Back-End Commodity Swap");

WHEREAS, in connection with the execution of the Back-End Commodity Swap, Prepay LLC and the Trustee are entering into a Custodial Agreement with Swap Counterparty, dated as of [___], 20[__] (the "Back-End Swap Custodial Agreement"), pursuant to which the parties will establish a custodial account for payment of amounts due by Prepay LLC to the Swap Counterparty under the Back-End Commodity Swap (the "Swap Payments Account");

WHEREAS, to enable Prepay LLC to perform certain of its obligations in connection with the Clean Energy Project, (i) Prepay LLC and MSCG are entering into a Note Purchase Agreement,

[1] NTD: Funding Agreement related provisions are subject to change based upon identified Funding Recipient and final form of Funding Agreement.

dated as of the date hereof and may enter into additional subordinated note purchase agreements in connection with the establishment of future Interest Rate Periods (the "Subordinated Note Purchase Agreement"), pursuant to which MSCG is the investor and Prepay LLC is the issuer of a Subordinated Note (the "Subordinated Note") and (ii) Prepay LLC and Morgan Stanley Capital Services LLC ("MSCS") are entering into a credit default swap transaction pursuant to that certain Confirmation, dated as of the date hereof (the "Credit Default Swap"); and

WHEREAS, Prepay LLC, MSCG, the Issuer and the Master Custodian propose to enter into this Agreement in order to administer payments to be (a) received by Prepay LLC under (i) the Funding Agreement, (ii) the Energy Management Agreement, (iii) the Prepaid Agreement, (iv) the Back-End Commodity Swap consistent with the terms of the Back-End Swap Custodial Agreement, (v) the Subordinated Note Purchase Agreement and (vi) the Credit Default Swap, and (b) paid by Prepay LLC (i) under the Prepaid Agreement, (ii) under the Energy Management Agreement, (iii) under the Back-End Commodity Swap consistent with the terms of the Back-End Swap Custodial Agreement, (iv) under the Credit Default Swap, (v) as a distribution to MSCG in its capacity as the sole member of Prepay LLC and (vi) on the Subordinated Note.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms; Interpretation. Any capitalized term used herein and not otherwise defined herein (including in the recitals) shall have the meaning assigned to such term in the Bond Indenture. Any reference herein to any agreement or document includes all amendments, supplements or restatements to and of such agreement or document as may occur from time to time, and any reference to a party to any such agreement includes all successors and assigns of such party thereunder permitted by the terms thereof.

Section 2. Appointment of Master Custodian. Prepay LLC, MSCG and the Issuer hereby appoint The Bank of New York Mellon as the Master Custodian under this Agreement, with such rights and obligations as are specifically set forth herein. The Master Custodian hereby accepts such appointment under the terms and conditions set forth herein.

Section 3. Payment Instructions to Custodian.

(a) No later than the 9th day of each Month, Prepay LLC shall deliver written payment instructions to the Master Custodian detailing the amounts owed to and to be paid by Prepay LLC under the Funding Agreement, Back-End Commodity Swap, the Prepaid Agreement, any Assignment Agreement (as defined in the Energy Management Agreement) and the Energy Management Agreement for such Month and the Master Custodian shall make any payments owed by Prepay LLC by wire transfer to the account specified in Exhibit A hereto; provided that, if Prepay LLC fails to deliver such instructions, the Master Custodian may request and rely upon instructions from Issuer. The parties hereto acknowledge and agree that such instructions may be provided by MSCG as Prepay LLC's agent in the form of a consolidated statement, setting forth (i) the Buyer's Statement (as defined in the Prepaid Agreement) delivered by Issuer under the Prepaid Agreement, (ii) the Buyer's Statement (as defined in the Energy Management Agreement), (iii) the Billing Statement (as defined in the Prepaid Agreement) delivered by Prepay LLC under

the Prepaid Agreement, (iv) the Billing Statement (as defined in the Energy Management Agreement) delivered by MSCG under the Energy Management Agreement, (v) Prepay LLC's settlement calculations under the Back-End Commodity Swap, (vi) Prepay LLC's principal and interest payment obligations under the Subordinated Note, (vii) Prepay LLC's obligation to make specified payments of [Fixed Amounts] under and as defined in the Credit Default Swap, (viii) Prepay LLC's payment obligations, if any, under any Assignment Agreement (as defined in the Energy Management Agreement) pursuant to which MSCG is the PPA Supplier (as defined in the Energy Management Agreement) and (ix) the amounts, if any, to be paid as distributions to MSCG in its capacity as the sole member of Prepay LLC; provided that, for the avoidance of doubt, Issuer shall still have the obligation to deliver its Buyer's Statement under the Prepaid Agreement and MSCG as Prepay LLC's agent then will reflect such amounts in a consolidated statement delivered hereunder. Additionally, in the event that an Early Termination Payment Date has occurred under and as defined in the Prepaid Agreement, Prepay LLC shall promptly notify the Master Custodian thereof by delivering a notice substantially in the form of Exhibit B attached hereto, and Prepay LLC's payment instructions delivered in the Month of the Early Termination Payment Date shall specify (A) the amounts to be paid under Section 4(c), which will reflect ordinary course settlements due for the preceding Month and may be based upon reasonable estimates of the amounts due for such Month if any such amounts are unknown, and (B) the amounts due on the Early Termination Payment Date under Section 4(e), which will reflect the amounts due in relation to the occurrence of the Early Termination Payment Date.

(b) Prepay LLC on a daily basis shall provide written instructions to the Master Custodian regarding payments to the Swap Counterparty pursuant to the collateral posting obligations of Prepay LLC under the Credit Support Annex to the Back-End Commodity Swap; provided that, if Prepay LLC fails to provide such instructions, the Master Custodian is authorized to receive and rely upon written instructions provided by the Swap Counterparty.

Section 4. Prepay LLC Revenue Account.

(a) With respect to payments required to be made to Prepay LLC under the Funding Agreement, the Energy Management Agreement, the Prepaid Agreement and the Back-End Commodity Swap, there is hereby established with the Master Custodian at its offices located at 500 Ross Street, AIM 154-1275, Pittsburgh, PA 15262, a payments account designated as the "ENERGY PREPAY [__] LLC REVENUE ACCOUNT", bearing Master Custodian's Account No. [_____] (the "Prepay LLC Revenue Account"); and (A) any and all payments payable by the Funding Recipient to Prepay LLC pursuant to the Funding Agreement, (B) any and all payments payable by MSCG to Prepay LLC pursuant to the Energy Management Agreement, (C) any and all net payments payable by Issuer to Prepay LLC pursuant to the Prepaid Agreement, and (D) any and all net payments payable by the Swap Counterparty to Prepay LLC pursuant to the Back-End Commodity Swap shall be paid by wire transfer to and deposited in the Prepay LLC Revenue Account.

THE BANK OF NEW YORK MELLON
ABA#: 021000018
A/C #: [_____]
Name: PREPAY [_] LLC REVENUE ACCOUNT

(b) Amounts deposited in the Prepay LLC Revenue Account shall be held in trust for the benefit of Prepay LLC until applied as set forth in Section 4(c), Section 4(d) and Section 4(e) below. Without limiting the proviso contained in Section 3(b) hereof or the provisions of Section 15 hereof, the Master Custodian shall not be required to comply with any orders, demands, or other instructions from Issuer (or the Trustee on behalf of Issuer), MSCG or the Swap Counterparty with respect to the Prepay LLC Revenue Account, including, without limitation, items presented for payment, or any order or instruction directing the disposition of funds or other assets held in or credited to the Prepay LLC Revenue Account and each of the parties hereto agree that prior to the termination of this Agreement in accordance with the terms hereof, they shall have no right to direct the disposition of funds or other assets held in or credited to the Prepay LLC Revenue Account, or to withdraw or otherwise obtain funds or other assets held in or credited to the Prepay LLC Revenue Account, whether by order or instruction to the Master Custodian or otherwise, except to the extent that amounts on deposit in the Prepay LLC Revenue Account are payable (i) to the Swap Payments Account in accordance with the terms hereof, the Back-End Commodity Swap and the Back-End Swap Custodial Agreement, (ii) to Issuer in accordance with the terms hereof and of the Prepaid Agreement and (iii) to MSCG in accordance with the terms hereof and of the Energy Management Agreement. Notwithstanding the foregoing, the Master Custodian may request and rely upon instructions from Issuer in accordance with **Error! Reference source not found.** to the extent Prepay LLC fails to deliver payment instructions as required thereunder.

(c) Subject to Section 4(d) and Section 4(e) below, the Master Custodian shall withdraw amounts on deposit in the Prepay LLC Revenue Account on behalf of Prepay LLC to be applied as follows:

(i) First: To the extent amounts are then-available in the Prepay LLC Revenue Account, to the Swap Payments Account on the 23rd of each Month, but if such day is not a Business Day (as defined in the Back-End Commodity Swap), the immediately preceding Business Day, in satisfaction of any net amounts or any unpaid portion thereof owed by Prepay LLC to the Swap Counterparty under the Back-End Commodity Swap as set forth in the instructions delivered under Section 3(a).

(ii) Second: To the extent of any remaining funds then-available in the Prepay LLC Revenue Account, to the Issuer on the 24th of each Month, in satisfaction of any amounts owed by Prepay LLC to Issuer under the Prepaid Agreement as set forth in the instructions delivered under Section 3(a).

(iii) Third: To the extent of any remaining funds then-available in the Prepay LLC Revenue Account, to MSCG on or after the 25th of each Month, in satisfaction of (A) any amounts owed by Prepay LLC to MSCG under the Energy Management Agreement and (B) any amounts owed by Prepay LLC to MSCG under an Assignment Agreement (as defined in the Energy Management Agreement) pursuant to which MSCG is the PPA Supplier (as defined in the Energy Management Agreement), in each case, as set forth in the instructions delivered under Section 3(a).

(iv) Fourth: To the extent of any remaining funds then-available in the Prepay LLC Revenue Account following the application of funds pursuant to the foregoing clauses (i) - (iii) in any Month, to the Prepay LLC Capital Account.

(d) Notwithstanding Section 4(c) and Section 4(e), the parties acknowledge and agree as follows:

(i) the Prepayment (as defined in the Prepaid Agreement) shall be paid by Issuer to Prepay LLC pursuant to the Prepaid Agreement on the Initial Issue Date and such amount shall be (A) paid by wire transfer to the Prepay LLC Revenue Account and (B) transferred promptly by the Master Custodian to the Funding Recipient on behalf of Prepay LLC pursuant to Prepay LLC's written instructions (which may include standing instructions) in accordance with the Funding Agreement; and

(ii) any payment by the Funding Recipient to Prepay LLC pursuant to Section 4.2 of the Funding Agreement (Investment Termination Event) shall be (I) paid by wire transfer to the Prepay LLC Revenue Account, (II) the portion thereof up to the Termination Payment (as defined in the Prepaid Agreement) shall be transferred promptly to an account specified by the Trustee in written instructions delivered to the Master Custodian for payment of Prepay LLC's Termination Payment obligation to the Issuer under the Prepaid Agreement and (III) subsequent to the application of such amount pursuant to the immediately preceding clause (II), any remaining portion of such payment shall be applied pursuant to Section 4(e).

(e) Except as otherwise provided for under Section 4(d)(ii), following receipt of notice from Prepay LLC in accordance with Section 3(a) that an Early Termination Payment Date has occurred, then, on the Early Termination Payment Date and thereafter, the Master Custodian shall withdraw amounts on deposit in the Prepay LLC Revenue Account on behalf of Prepay LLC to be applied as follows:

(i) First: To the extent amounts are then-available in the Prepay LLC Revenue Account, to the Swap Payments Account in satisfaction of the Termination Fee (as defined in the Back-End Commodity Swap), if any, and any net amounts or any unpaid portion thereof owed by Prepay LLC to the Swap Counterparty under the Back-End Commodity Swap as set forth in the instructions delivered under Section 3(a).

(ii) Second: If MSCS has paid all amounts due under the Credit Default Swap on or before the Early Termination Payment Date, then, to the extent of any remaining funds then-available in the Prepay LLC Revenue Account, to MSCG in satisfaction of (A) any amounts owed by Prepay LLC to MSCG under the Energy Management Agreement and (B) any amounts owed by Prepay LLC to MSCG under an Assignment Agreement (as defined in the Energy Management Agreement) pursuant to which MSCG is the PPA Supplier (as defined in the Energy Management Agreement), in each case, as set forth in the instructions delivered under Section 3(a).

(iii) Third: To the extent of any remaining funds then-available in the Prepay LLC Revenue Account, any indemnity or potential indemnity obligations owed by Prepay LLC to either the Independent Director or the Director appointed by the Issuer (such Directors, the "Covered Directors") pursuant to (A) the LLC Agreement (as defined below) or (B) any director services agreement entered into with an Independent Director (as defined in the LLC Agreement); provided that any of Prepay LLC's obligations with

respect thereto shall not in any case exceed $500,000 per Covered Director; provided furthermore that, to the extent that (I) any potential indemnity claim by a Covered Director remains unresolved as of the Early Termination Payment Date and (II) a Covered Director has notified the Master Custodian, in writing, of such a potential indemnity claim prior to the Early Termination Payment Date, then the Master Custodian shall set aside $500,000.00 for each Covered Director with a potential indemnity claim to be held in the Prepay LLC Revenue Account until resolution of such potential indemnity claim and applied pursuant to this Section 4(e) once resolved. Capitalized terms used in this clause (iii) and not otherwise defined herein shall have the meaning specified in that certain Amended and Restated Limited Liability Company Agreement of Prepay LLC, dated as of the date hereof (the "LLC Agreement").

(iv) Fourth: To the extent of any remaining funds then-available in the Prepay LLC Revenue Account, to the Issuer (A) first, in satisfaction of any amounts owed by Prepay LLC to Issuer under the Prepaid Agreement on account of any Receivables (as defined in the Prepaid Agreement) and (B) thereafter, in satisfaction of any other amounts owed by Prepay LLC to Issuer under the Prepaid Agreement as set forth in the instructions delivered under Section 3(a).

(v) Fifth: If MSCS has not paid all amounts due under the Credit Default Swap on or before the Early Termination Payment Date, then, to the extent of any remaining funds then-available in the Prepay LLC Revenue Account, to MSCG (A) in satisfaction of any amounts owed by Prepay LLC to MSCG under the Energy Management Agreement and (B) any amounts owed by Prepay LLC to MSCG under an Assignment Agreement (as defined in the Energy Management Agreement) pursuant to which MSCG is the PPA Supplier (as defined in the Energy Management Agreement), in each case, as set forth in the instructions delivered under Section 3(a).

(vi) Sixth: To the extent of any remaining funds then-available in the Prepay LLC Revenue Account following the application of funds pursuant to the foregoing clauses (i) - (v), to the Prepay LLC Capital Account.

For the avoidance of doubt, Section 4(c) and Section 4(d), as applicable, shall govern all settlements due from Prepay LLC prior to any Early Termination Payment Date (as defined in the Prepaid Agreement), and this Section 4(e) shall govern all settlements due from Prepay LLC on or following any Early Termination Payment Date (as defined in the Prepaid Agreement).

Section 5. Prepay LLC Capital Account.

(a) With respect to (i) any capital contributions to Prepay LLC pursuant to the LLC Agreement, which capital contributions may be in the form of cash or other Cash Equivalents, and certain other amounts that may be paid to Prepay LLC, (ii) any payment by MSCG to Prepay LLC pursuant to the Subordinated Note Purchase Agreement and (iii) any payment by MSCS to Prepay LLC pursuant to the Credit Default Swap, there is hereby established with the Master Custodian at its office located at 500 Ross Street, AIM 154-1275, Pittsburgh, PA 15262, a deposit account designated as the "ENERGY PREPAY [_] LLC CAPITAL ACCOUNT", bearing Master Custodian's Account No. [_____] (the "Prepay LLC Capital Account").

THE BANK OF NEW YORK MELLON
ABA#: 021000018
A/C #: [_____]
Name: PREPAY [_] LLC CAPITAL ACCOUNT

(b) Amounts deposited in the Prepay LLC Capital Account shall be held in trust for the benefit of Prepay LLC until (i) applied as set forth below or (ii) withdrawn by Prepay LLC at Prepay LLC's written request to the extent permitted under Section 5(f); provided, however, that the Master Custodian shall have a lien, security interest and right of set-off against the Prepay LLC Capital Account. The Master Custodian shall not be required to comply with any orders, demands, or other instructions from any Person other than Prepay LLC (or MSCG as Prepay LLC's agent), including, without limitation, items presented for payment, or any order or instruction directing the disposition of funds or other assets held in or credited to the Prepay LLC Capital Account.

(c) Pursuant to the written instructions received under Section 3(b) regarding Prepay LLC's collateral posting obligations, the Master Custodian shall withdraw the required amounts from the Prepay LLC Capital Account and pay them by wire transfer to the account designated by the Swap Counterparty pursuant to the Back-End Commodity Swap.

(d) To the extent funds on deposit in the Prepay LLC Revenue Account are insufficient for Prepay LLC to make the payments specified in Section 4(c) for any given Month or Section 4(e) in connection with the occurrence of an Early Termination Payment Date, the Master Custodian shall promptly provide notice of the deficiency via e-mail to the Trustee, the Swap Counterparty and each of the parties hereto and Prepay LLC hereby directs the Master Custodian to withdraw the required amounts from the Prepay LLC Capital Account and deposit such amounts in the Prepay LLC Revenue Account.

(e) At Prepay LLC's written direction, the Master Custodian shall withdraw amounts on deposit in the Prepay LLC Capital Account on behalf of Prepay LLC for the payment of any fees or other amounts due to (i) the Master Custodian under this Agreement and (ii) the Independent Director (as defined in the LLC Agreement).

(f) To the extent that the amounts on deposit in the Prepay LLC Capital Account (including any amounts posted by Prepay LLC as collateral under the Back-End Commodity Swap pursuant to Section 5(c)) at any time exceed the greater of (i) the amount specified in Exhibit C of this Agreement as the "Capital Account Minimum Amount" for the then-current calendar month or (ii) [$_____] (the greater of the amounts specified in clauses (i) and (ii), the "Minimum Deposit Amount") after the payments specified in Section 4(c) each Month and Section 4(e) if an Early Termination Payment Date occurs, Prepay LLC directs the Master Custodian to withdraw amounts on deposit in the Prepay LLC Capital Account to be applied first to the payment of amounts due to MSCS under the Credit Default Swap, second as a distribution to MSCG in its capacity as the sole member of Prepay LLC and third to the payment of amounts due, if any, under the Subordinated Note for any given Month (as such amounts are specified in the written payment instructions delivered by MSCG pursuant to Section 3(a)), which may be updated by Prepay LLC from time to time. for any given Month; provided that the Master Custodian shall not transfer any amount from the Prepay LLC Capital Account pursuant to the foregoing clauses (i) and (ii) to the

extent the remaining balance in the Prepay LLC Capital Account following such transfer will be less than the Minimum Deposit Amount.

(g) Additionally, subject to the prior satisfaction in full of any amounts payable under Section 4(c) or Section 4(e), as applicable, Prepay LLC hereby directs the Master Custodian to apply any available amounts in the Prepay LLC Capital Account to repayment of the outstanding balance under the Subordinated Note (as such amount is specified in the written payment instructions delivered by MSCG pursuant to Section 3(a)) to MSCG on the earlier of (1) the first Business Day of the Month following an Early Termination Payment Date and (2) the Maturity Date (as defined in the Subordinated Note) to the extent amounts are then-available in the Prepay LLC Capital Account.

(h) Amounts deposited in the Prepay LLC Capital Account in the form of cash or other Cash Equivalents shall, at Prepay LLC's written request and direction, be invested by the Master Custodian in Cash Equivalents as specifically directed (which may include standing instructions), subject to any investment cut-offs of any Cash Equivalent investments directed by Prepay LLC. The Master Custodian shall have no duty to determine whether any investment or reinvestment of monies in the Prepay LLC Capital Account satisfies the criteria set out in the definition of "Cash Equivalents". The Master Custodian shall not be liable for any loss resulting from any investment in any Cash Equivalents or the sale, disposition, redemption or liquidation of such investment or by reason of the fact that the proceeds realized in respect of such sale, disposition, redemption or liquidation were less than that which might otherwise have been obtained.

(i) In the event that any invested amounts held by the Master Custodian are required to be liquidated in order to make any transfer, disbursement or withdrawal in accordance with this Agreement, the Master Custodian, at the written direction of Prepay LLC, shall cause such investments to be sold or otherwise liquidated into cash (without regard to maturity) as and to the extent necessary in order to make such transfers, disbursements or withdrawals required pursuant to this Agreement. The Master Custodian shall comply with any written instruction from Prepay LLC with respect to the liquidation of such Cash Equivalents. In the event any such investments are redeemed prior to the maturity thereof, the Master Custodian shall not be liable for any loss or penalties relating thereto.

As used herein, "Cash Equivalents" means, at any time:

(i) any direct obligation of (or unconditionally guaranteed by) the United States (or any agency or political subdivision thereof, to the extent such obligations are supported by the full faith and credit of the United States) maturing not more than two years from the date of acquisition thereof;

(ii) any certificate of deposit, time deposit, or banker's acceptance, maturing not more than one year after its date of acquisition, or any demand deposit account which, in any case, is issued by or established at any bank or trust company organized under the laws of the United States (or any state thereof) and any country that is a member of the Organization for Economic Cooperation and Development or any political subdivision thereof, and which: (A) has a long-term debt credit rating of A2 or higher from Moody's or A or higher from S&P (or, if at any time neither S&P nor Moody's is rating

such obligations, an equivalent rating from another nationally recognized rating service); or (B) has a combined capital and surplus greater than $250,000,000; or (C) is the Master Custodian;

(iii) money market funds that: (A) comply with the criteria set forth in Rule 2a-7 under the Investment Company Act of 1940; (B) are rated A or higher by S&P and A2 or higher by Moody's; or (C) are managed by an institution with combined capital and surplus of at least $500,000,000;

(iv) demand deposits, including interest bearing money market accounts, time deposits, overnight bank deposits, interest-bearing deposits, and certificates of deposit or banker's acceptances of depository institutions rated in the AA/Aa2 long-term ratings category or higher by S&P or Moody's or which are fully FDIC-insured; or

(v) cash.

Section 6. Master Custodian.

(a) The Master Custodian shall have (a) no liability under any agreement other than this Agreement and (b) no duty to inquire as to the provisions of any agreement other than this Agreement, the Funding Agreement, the Prepaid Agreement, the Energy Management Agreement, the Subordinated Note Purchase Agreement, Subordinated Note, the Credit Default Swap and the Back-End Commodity Swap; provided however, that the Master Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement. The Master Custodian may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Master Custodian shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Master Custodian shall have no duty to solicit any payments which may be due it. The Master Custodian shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Master Custodian's gross negligence or willful misconduct was the primary cause of any loss to any party hereto. In connection with the execution of any of its powers or the performance of any of its duties hereunder, the Master Custodian may consult with counsel, accountants and other skilled persons selected and retained by it. The Master Custodian shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons, provided the Master Custodian exercised due care and good faith in the selection of such person. The permissive rights of the Master Custodian to take actions enumerated under this Agreement shall not be construed as duties. Notwithstanding anything to the contrary in this Agreement, the Funding Agreement, the Prepaid Agreement, the Energy Management Agreement, the Subordinated Note Purchase Agreement, the Subordinated Note, the Credit Default Swap and the Back-End Commodity Swap, the Master Custodian shall not be required to exercise any rights or remedies under this Agreement or otherwise take any action or refrain from taking any action, unless it shall have been directed to do so in a writing by Prepay LLC, the Issuer or the Trustee which is authorized or permitted to be given under this Agreement. So long as the Master Custodian has requested instructions from one or more of Prepay LLC, the Issuer or the Trustee in

a timely manner regarding a matter or determination for which such party has the right to provide instructions hereunder, the Master Custodian shall not be liable for any delay in acting that is attributable to a delay or failure by Prepay LLC, the Issuer or the Trustee in providing such instructions to the Master Custodian, and the Master Custodian shall be fully protected in, and shall incur no liability whatsoever to Prepay LLC, the Issuer, the Trustee or any other Person in connection with, acting (or failing to act) pursuant to such instructions, provided that such instructions (i) are reasonably believed to have been given by an Authorized Officer and (ii) are authorized or permitted to be given under this Agreement. In the event that the Master Custodian shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction. The Master Custodian may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or non-action based on such declaratory judgment. Anything in this Agreement to the contrary notwithstanding, in no event shall the Master Custodian be liable for special, indirect, incidental or consequential damages, losses or penalties of any kind whatsoever (including but not limited to lost profits), regardless of the form of action. Neither the Master Custodian nor its officers, directors, employees, agents or attorneys shall be liable to any party hereto for any act or omission hereunder, or for any error of judgment made in good faith by it or them, except to the extent such liability has been determined by a court of competent jurisdiction to have resulted from the Master Custodian's gross negligence or willful misconduct.

(b) The parties hereto acknowledge and agree that the Master Custodian is not a fiduciary by virtue of accepting and carrying out its obligations under this Agreement and has not accepted any fiduciary duties, responsibilities or liabilities with respect to its services hereunder. The Master Custodian shall not be required to risk or expend its own funds in performing its obligations under this Agreement. If and to the extent that Prepay LLC instructs the Master Custodian to settle transactions in the Prepay LLC Revenue Account, Prepay LLC (i) shall cause all such transactions to be fully funded by depositing with the Master Custodian sufficient immediately available funds (provided that this requirement shall be satisfied if sufficient funds are available in the Prepay LLC Capital Account for transfer to the Prepay LLC Revenue Account consistent with Section 5(d) hereof), (ii) shall not rely on the Master Custodian to extend credit in order to settle any such transaction, and (iii) acknowledges that any transactions not fully funded by Prepay LLC may fail to settle. Subject to the requirements of Section 5(d) of this Agreement, if the Master Custodian, in its sole discretion, permits an overdraft in the Prepay LLC Revenue Account or if Prepay LLC is for any other reason indebted to the Master Custodian, Prepay LLC shall immediately deliver for credit to the Prepay LLC Revenue Account sufficient cash to eliminate such debit balance, plus accrued interest at a rate then charged by the Master Custodian to its institutional custody clients in the relevant currency, which rate shall be supplied by the Master Custodian to Prepay LLC from time to time.

Section 7. [Reserved.]

Section 8. Removal, Resignation and Succession.

(a) The Master Custodian may be removed with 30 days' prior written notice by Prepay LLC, with a copy to each of the other parties hereto. Notwithstanding the foregoing, any such removal of the Master Custodian shall not be effective until a successor Master Custodian has been appointed pursuant to this Section 8. The Master Custodian's rights under this Agreement to indemnity and any amounts due and payable to the Master Custodian shall survive any such removal.

(b) The Master Custodian may resign and be discharged from its duties or obligations hereunder by giving not less than 30 days' advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect; and such resignation shall take effect upon the day specified in such notice unless a successor shall not have been appointed by the other parties to this Agreement on such date, in which event such resignation shall not take effect until a successor is appointed.

(c) In case at any time the Master Custodian shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Master Custodian, or of its property, shall be appointed, or if any public officer shall take charge or control of the Master Custodian, or of its property or affairs, Prepay LLC, Issuer and MSCG shall use their commercially reasonable efforts to appoint a successor custodian in a timely fashion, provided that any custodian appointed in succession to the Master Custodian shall be a bank or trust company organized under the laws of any state or a national banking association and shall have capital stock, surplus and undivided earnings aggregating at least $50,000,000 and shall be a bank with trust powers or a trust company willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Agreement. Any corporation or association into which the Master Custodian may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the Master Custodian's corporate trust line of business may be transferred, shall be the Master Custodian under this Agreement without further act. Notwithstanding the foregoing, if no appointment of a successor Master Custodian shall be made pursuant to the foregoing provisions of this Section 8 within 30 days after (i) Prepay LLC has given notice to the Master Custodian and the other parties hereto of the Master Custodian's removal as provided in this Section 8 or (ii) the Master Custodian has given to the other parties hereto written notice of its resignation as provided in this Section 8, the Master Custodian may apply to any court of competent jurisdiction to appoint a successor Master Custodian. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Master Custodian.

Section 9. Fees. Prepay LLC agrees to (a) pay the Master Custodian reasonable compensation for the services to be rendered hereunder, which compensation shall be [$_____] for each year that this Agreement is in effect, and (b) pay or reimburse the Master Custodian upon request for all expenses, disbursements and advances, including reasonable attorney's fees and expenses, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Agreement.

Section 10. Reimbursement. Prepay LLC agrees to reimburse the Master Custodian and its directors, officers, agents and employees for any and all loss, liability or expense (including the fees and expenses of in-house or outside counsel and experts and their staffs and all expense of

document location, duplication and shipment) arising out of or in connection with (a) its acting as the Master Custodian under this Agreement, except to the extent that such loss, liability or expense is finally adjudicated to have been caused primarily by the gross negligence or willful misconduct of the Master Custodian or such director, officer, agent or employee seeking reimbursement, or (b) its following any instructions or other directions from Prepay LLC, except to the extent that such instruction or direction is not authorized or permitted to be given under this Agreement; provided, however, that any amounts due under this Section 10 shall not duplicate any other amounts due under this Agreement, including without limitation amounts due under Section 17 hereof. The parties hereto acknowledge that this provision shall survive the resignation or removal of the Master Custodian or the termination of this Agreement.

Section 11. Taxpayer Identification Numbers; Tax Matters. Prepay LLC represents that its correct taxpayer identification number assigned by the Internal Revenue Service or any other taxing authority is set forth on the signature page hereof. Any tax returns or reports required to be prepared and filed in connection with the Prepay LLC Revenue Account and the Prepay LLC Capital Account will be prepared and filed by Prepay LLC and the Master Custodian shall have no responsibility for the preparation and/or filing of any tax return with respect to any income earned on the Prepay LLC Revenue Account and the Prepay LLC Capital Account. In addition, any tax or other payments required to be made pursuant to such tax return or filing shall be paid by Prepay LLC. The Master Custodian shall have no responsibility for making such payment unless directed to do so by the appropriate authorized party.

Section 12. Notices. All communications hereunder shall be in writing and shall be deemed to be duly given and received (a) upon delivery if delivered personally, upon confirmed transmittal if by facsimile (provided that in the case of the Master Custodian, communications hereunder may not be transmitted by facsimile) and as set forth in the final paragraph of this Section 12 if by e-mail transmission; (b) on the next Business Day if sent by overnight courier; or (c) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address for each of the parties set forth in Exhibit A.

Any party may provide a new or different address for such notices or its wire instructions set forth in Exhibit A if furnished to the other parties in writing by registered mail, return receipt requested, provided furthermore that Prepay LLC may provide updated wire instructions pursuant to the foregoing for any of its contractual counterparties who are not party to this Agreement. Notwithstanding the above provisions of this Section 12, in the case of communications delivered to the Master Custodian pursuant to clause (b) or clause (c) of this Section 12, such communications shall be deemed to have been given on the date received by the Master Custodian. In the event that the Master Custodian, in its sole discretion, shall determine that an emergency exists, the Master Custodian may use such other means of communication as the Master Custodian deems appropriate.

Notwithstanding anything else in this Agreement to the contrary, the Master Custodian shall have the right to accept and act upon instructions or directions provided by a party pursuant to this Agreement, or any other document reasonably relating to the Bonds, if delivered using Electronic Means (as defined below); provided, however, that the applicable party shall provide to an officer of the Master Custodian who has responsibility with respect to the administration of this Agreement ("Responsible Officer") an incumbency certificate listing designated persons with the

authority to provide such instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended, with written notice to a Responsible Officer of the Master Custodian, whenever an individual is to be added or deleted from the listing. If a party elects to give the Master Custodian directions or instructions using Electronic Means and the Master Custodian in its discretion elects to act upon such directions, the Master Custodian's understanding of such directions shall be deemed controlling. The party giving such instructions to the Master Custodian understands and agrees that the Master Custodian cannot determine the identity of the actual sender of such directions and that the Master Custodian shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to a Responsible Officer of the Master Custodian have been sent by such Authorized Officer. The party giving such instructions shall be solely responsible for ensuring that only Authorized Officers of such party transmit such directions to the Master Custodian and that the party and all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Master Custodian shall not be liable for any losses, costs or expenses arising directly or indirectly from its reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The party giving such instructions to the Master Custodian agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions to the Master Custodian, including without limitation the risk of the Master Custodian acting on unauthorized directions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions to the Master Custodian and that there may be more secure methods of transmitting directions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances, (iv) to notify the Master Custodian immediately upon learning of any compromise or unauthorized use of the security procedures; and (v) to indemnify and hold harmless the Master Custodian against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) incurred or sustained by the Master Custodian as a result of or in connection with the Master Custodian's reliance upon and compliance with instructions or directions given by Electronic Means, except for any claim, damage or loss resulting from the gross negligence or willful misconduct of the Master Custodian (provided that, for the avoidance of doubt, any amounts due under clause (v) of this Section 12 shall not duplicate any other amounts due under this Agreement, including without limitation amounts due under Section 10 or Section 17 hereof).

As used herein, "Electronic Means" shall mean instructions sent by S.W.I.F.T, e-mail and other similar secure electronic transmission platform containing applicable authorization codes, passwords and/or authentication keys issued by the Master Custodian ("Secure Platform") or another method or system specified by a Responsible Officer of the Master Custodian as available for use in connection with the Master Custodian's services hereunder. Access to and use of the Master Custodian's systems shall be subject to the terms and conditions contained in a separate written agreement. Prepay LLC, MSCG and the Issuer shall be responsible for requesting access to any such system of the Master Custodian and completing the documentation required for such access and nothing herein shall obligate the Master Custodian to ensure any such access and the Master Custodian shall have no responsibility or liability should such parties fail to, or elect not to, avail itself of such access. If the parties elect to use an on-line communications system owned

or operated by a third party, the Master Custodian shall have no responsibility or liability for the reliability or availability of any such service. All funds transfer instructions shall be sent utilizing a Secure Platform unless otherwise agreed by the Master Custodian. When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Master Custodian, and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. This applies to beneficiaries as well as any intermediary bank. The parties hereto agree to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Master Custodian hereunder.

To the extent that any Cash Equivalents afford to the owner thereof the ability to exercise any rights or discretionary actions, the Master Custodian agrees, as promptly as practicable under the circumstances, to notify Prepay LLC thereof, provided that the Master Custodian, in its capacity as custodian of such Cash Equivalents, has actually received notice of such right or discretionary action from the relevant issuer, transfer agent or depository. Without actual receipt of such notice by the Master Custodian, the Master Custodian shall have no liability for failing to so notify Prepay LLC. Prepay LLC or its designee shall be solely responsible for making any decisions relating thereto and for directing the Master Custodian to act. In order for the Master Custodian to act, it must receive Prepay LLC's Corporate Action Instructions (defined below) by such time as the Master Custodian shall advise Prepay LLC or its designee. If the Master Custodian does not receive such Corporate Action Instructions by such deadline, the Master Custodian shall not be liable for failure to take any action relating to or to exercise any rights conferred by such Cash Equivalents. For the avoidance of doubt, any instruction given to the Master Custodian relating to the exercise of rights or discretionary actions pursuant to this paragraph, must be given exclusively by Corporate Action Instructions.

As used herein "Corporate Action Instructions" shall mean instructions delivered to Master Custodian by Electronic Means, other than e-mail.

Notwithstanding anything to the contrary herein, a party may at any time notify the other parties in accordance with this Agreement that any subsequent notice or other communication hereunder must be provided to it by e-mail transmission for a specified period of time or until further notice, and any notices or other communications delivered by means other than e-mail transmission during such time shall be ineffective. Such notice will not be effective unless it includes a valid e-mail address for the party requesting that notices and other communications be delivered by e-mail transmission. Such party will take reasonable steps to ensure the continued availability of such e-mail address for the receipt of notices and other communications hereunder and will promptly notify the other parties in accordance with this Agreement of a change or modification as to the e-mail address or its availability to receive notices and other communications. Notices or other communications sent by e-mail transmission will be deemed to have been delivered when sent, if sent during the recipient's business hours, or upon the commencement of the recipient's business hours, if sent outside of recipient's business hours; provided that (i) any such notice by e-mail shall not be effective if a "bounce-back", system error message or other notification of non-delivery is received by the sender and (ii) in such case the noticing party may provide notices and communications by any other means permitted under this Agreement or may attempt to provide notice again by e-mail (and any such follow-up e-mail notice

shall be effective under the terms set forth above so long as a non-delivery notice is not received with respect thereto).

Section 13. Miscellaneous.

(a) The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto.

(b) Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 8, without the prior consent of the other parties; provided that, notwithstanding the foregoing, the parties acknowledge and agree that Prepay LLC shall assign all of its right, title and interest in, to and under this Agreement in connection with any assignment by Prepay LLC of its right, title and interest in, to and under the Prepaid Agreement consistent with the terms thereof to the same assignee, which assignment shall constitute a novation and shall not require the consent of the other parties hereto. It is acknowledged and agreed that the Master Custodian may require any assignee to furnish to the Master Custodian certain requested information to allow the Master Custodian to complete its "Know Your Customer" procedures and such assignment is subject to the satisfactory completion by the Master Custodian of its applicable customer identification procedures as in effect from time to time.

(c) This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the State of New York, without regard to any conflicts of law principle that would direct the application of the laws of another jurisdiction; provided that the authority of the Issuer to enter into and perform its obligations shall be determined in accordance with the laws of the State of California.

(d) Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of (A) the courts of the State of New York located in the Borough of Manhattan, (B) the federal courts of the United States of America for the Southern District of New York or (C) the federal courts of the United States of America in any other state. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

(e) No party to this Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, strikes, work stoppages, acts of war or terrorism, insurrection, revolution, epidemics, pandemics, nuclear or natural catastrophes or acts of God, or interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or other causes reasonably beyond its control; provided that a party affected by any such event shall exercise commercially reasonable efforts to resume performance as quickly as possible.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by digital pdf transmission (provided that in the case of the Master Custodian, this Agreement may not be transmitted by

facsimile) and such pdf will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(g) The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralize in one or more affiliates and subsidiaries certain activities (the "Centralized Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding Prepay LLC (which, for purposes of this provision, includes the name and business contact information for Prepay LLC's employees and representatives) and the accounts established pursuant to this Agreement (the "Prepay LLC Information") and (ii) use third party service providers to store, maintain and process the Prepay LLC Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Agreement and solely in connection with the Centralized Functions and/or Outsourced Functions, Prepay LLC consents to the disclosure of, and authorizes the Master Custodian to disclose, the Prepay LLC Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions), in each case, who are required to maintain the confidentiality of the Prepay LLC Information. In addition, the BNY Mellon Group may aggregate information regarding Prepay LLC and its accounts ("Prepay LLC-Related Data") with other data collected and/or calculated by the BNY Mellon Group (the "Aggregated Data"). The BNY Mellon Group will own all such Aggregated Data, provided that the Aggregated Data shall not identify, in any way, Prepay LLC or any of its assets, financial or trading information, or other proprietary information, and the BNY Mellon Group agrees that it shall not distribute the Aggregated Data in a format that identifies Prepay LLC-Related Data (whether separately or with Aggregated Data) with Prepay LLC. Prepay LLC represents that it is authorized to consent to the foregoing and that the disclosure of the Prepay LLC Information in connection with the Centralized Functions and/or Outsourced Functions does not violate any relevant data protection legislation. Prepay LLC also consents to the disclosure of the Prepay LLC Information to the extent required by law.

Section 14. Compliance with Court Orders. In the event that any amount held by the Master Custodian hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court affecting the property deposited under this Agreement, the Master Custodian is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing are binding upon it, whether with or without jurisdiction, and in the event that the Master Custodian obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding that such writ, order or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 15. Term; Winding Up. This Agreement will expire concurrently with the receipt of written notice from Prepay LLC, with a copy to the other parties, that either (a) the Prepaid Agreement, the Energy Management Agreement and the Back-End Commodity Swap have each been performed in accordance with their terms and there are no remaining obligations

with respect thereto or (b) the Prepaid Agreement, the Energy Management Agreement and the Back-End Commodity Swap have each been terminated and any claims relating thereto have been resolved. If there is any remaining balance in the Prepay LLC Revenue Account or the Prepay LLC Capital Account at such time, then such amounts shall be paid to an account specified by MSCG as the sole member of Prepay LLC following written confirmation from (i) the Swap Counterparty that all required payments to the Swap Counterparty under the Back-End Commodity Swap have been paid to the Swap Payments Account, (ii) the Trustee that all required payments to Issuer under the Prepaid Agreement have been paid; and (iii) MSCG that all required payments under the Energy Management Agreement and the Subordinated Note have been paid.

Section 16. Third Party Beneficiaries. The Swap Counterparty shall be a third-party beneficiary of this Agreement with the right to enforce the provisions hereof relating to the Swap Payments Account. The Directors of Prepay LLC shall be third-party beneficiaries of this Agreement with the right to enforce the provisions hereof related to (a) any indemnity claim against Prepay LLC by a Director and (b) payment of any other amounts due to an Independent Director. Except as provided in the two immediately preceding sentences, it is specifically agreed that there are no other third-party beneficiaries of this Agreement and that this Agreement shall not impart any rights enforceable by any other person not a party to this Agreement.

Section 17. Indemnification. Prepay LLC agrees to protect, indemnify, defend and hold harmless, the Master Custodian and its affiliates, and each person who controls the Master Custodian from and against all claims, losses, liabilities, actions, suits, costs, judgments and expenses (including court costs and reasonable attorneys' fees) arising from its acting as Master Custodian hereunder, except for any claim, damage or loss resulting from the gross negligence or willful misconduct of the Master Custodian; provided, however, that any amounts due under this Section 17 shall not duplicate any other amounts due under this Agreement, including without limitation amounts due under Section 10 hereof. The obligations of this Section 17 shall survive any resignation or removal of the Master Custodian and the termination of this Agreement. Prepay LLC hereby grants the Master Custodian a lien, right of set-off and security interest in the Prepay LLC Capital Account for the payment of any claim by the Master Custodian for compensation, reimbursement or indemnity under this Agreement. In this regard, the Master Custodian shall be entitled to all the rights and remedies of a pledgee and secured creditor under applicable laws, rules or regulations as then in effect.

Section 18. USA PATRIOT Act. The parties acknowledge that the Master Custodian is subject to federal laws, including the Customer Identification Program ("CIP") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Master Custodian must obtain, verify and record information that allows the Master Custodian to identify Prepay LLC. Accordingly, prior to opening the Prepay LLC Revenue Account described in Section 4 of this Agreement, the Master Custodian will ask Prepay LLC to provide certain information including but not limited to name, physical address, tax identification number and other information that will help the Master Custodian identify and verify Prepay LLC's identity, such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Prepay LLC agrees that the Master Custodian cannot open any account hereunder unless and until the Master Custodian verifies Prepay LLC's identity in accordance with its CIP.

Section 19. Resolution Stay Protocols. (a) In the event that the Master Custodian, MSCG or any of their affiliates (each, a "Covered Entity") become subject to a proceeding under a U.S. special resolution regime, the transfer of this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. special resolution regime if this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) were governed by the laws of the United States or a state of the United States; and

(b) In the event any Covered Entity becomes subject to a proceeding under a U.S. special resolution regime, default rights with respect to this Agreement that may be exercised against such Covered Entity are permitted to be exercised to no greater extent than the default rights could be exercised under the U.S. special resolution regime if this Agreement were governed by the laws of the United States or a state of the United States.

Section 20. Agents.

(a) Pursuant to the terms of the Bond Indenture, Issuer has irrevocably appointed the Trustee as its agent to issue notices and, as directed under the Bond Indenture, to take any other actions that Issuer is required or permitted to take under this Agreement. The Master Custodian may rely on notices or other actions taken by Issuer or the Trustee.

(b) Pursuant to the terms of the Energy Management Agreement, Prepay LLC has irrevocably appointed MSCG as its agent to issue notices and to take any other actions that Prepay LLC is required or permitted to take under this Agreement. The Master Custodian may rely on notices or other actions taken by Prepay LLC or MSCG.

Section 21. Sanctions.

(a) Throughout the term of this Agreement, MSCG agrees that it (i) will have in place and will implement policies and procedures designed to prevent violations of Sanctions (defined below), including measures to accomplish effective and timely scanning of all relevant data with respect to its clients and with respect to incoming or outgoing assets or transactions relating to this Agreement; (ii) shall exercise commercially reasonable efforts to ensure that neither it nor any of its affiliates, directors, officers, employees is an individual or entity that is, or is owned or controlled by an individual or entity that is: (A) the target of Sanctions; or (B) located, organized or resident in a country or territory that is, or whose government is, the target of Sanctions.

(b) MSCG and Prepay LLC shall not, directly or indirectly, use the services and/or the Prepay LLC Revenue Account or the Prepay LLC Capital Account in any manner that would result in its violation of Sanctions.

(c) Prepay LLC and MSCG will promptly provide to the Master Custodian such information as the Master Custodian reasonably requests in connection with the matters referenced in this Section 21, including information regarding Prepay LLC and MSCG and the Prepay LLC Revenue Account and the Prepay LLC Capital Account and the cash or Cash Equivalents held, therein in relation to which services are to be provided hereunder and the source thereof, and the identity of any individual or entity having or claiming an interest therein. The Master Custodian may decline to act or provide services in respect of an account, and take such other actions as it,

in its reasonable discretion, deems necessary or advisable, in connection with the matters referenced in this Section 21. If the Master Custodian declines to act or provide services as provided in the preceding sentence, except as otherwise prohibited by applicable law or official request, the Master Custodian will inform the other parties hereto as soon as reasonably practicable.

As used herein, "Sanctions" means all economic sanctions laws, rules, regulations, executive orders and requirements administered by any governmental authority of the United States (including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury) or any other applicable domestic or foreign authority.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first written above.

ENERGY PREPAY [_], LLC
By: Morgan Stanley Capital Group Inc.,
its Manager

By:_____
Name: _____
Title: _____
Taxpayer ID Number:_____

MORGAN STANLEY CAPITAL GROUP INC.

By:_____
Name: _____
Title: _____

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By:_____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON, as
Master Custodian

By:_____
Name: _____
Title: _____

EXHIBIT A

NOTICE ADDRESSES AND WIRE INSTRUCTIONS

Prepay LLC:
Energy Prepay [__], LLC
c/o Morgan Stanley & Co. LLC
Attention: Commodities Sales & Trading
[1585 Broadway
New York, NY 10036-8293]
Email: CCCFA_2026[X]_ms_notices@morganstanley.com
With a mandatory copy to:
msdoc-misc-notices@morganstanley.com

MSCG:
Morgan Stanley Capital Group Inc.
Attention: Commodities Sales & Trading
1585 Broadway
New York, NY 10036-8293
Email: CCCFA_2026[X]_ms_notices@morganstanley.com
With a mandatory copy to:
msdoc-misc-notices@morganstanley.com

Wire Instructions for Payments to MSCG:
As separately provided in writing by MSCG.

Issuer:
California Community Choice Financing Authority
1125 Tamalpais Avenue
San Rafael, CA 94901
Email: notices@cccfa.org and invoices@cccfa.org

Wire Instructions for Payments to Issuer:
U.S. Bank Trust Company, National Association
777 E. Wisconsin Av.
Milwaukee, WI 53202-5300
ABA: 091000022
FBO: U.S. Bank Trust Company, National Association
Acct: [_____]
FFC: [_____] - CCCFA (SVCE Proj) 2026[X] Rev Fd

Trustee:
U.S. Bank Trust Company, National Association
633 W. 5th Street, 24th Floor
Los Angeles, CA 90071
Attention: Lauren Costales
Telephone: (213) 615-6527
Email: lauren.costales@usbank.com

Wire Instructions for Payments to Back-End Commodity Swap Custodial Account for Swap Counterparty:
U.S. Bank Trust Company, National Association
777 E. Wisconsin Av.
Milwaukee, WI 53202-5300
ABA: 091000022
FBO: U.S. Bank Trust Company, National Association
Acct: [____]
FFC: [____] - CCCFA (SVCE Proj) 2026[X] Back End Cust

Wire Instructions for Collateral Posting to Swap Counterparty:
As separately provided in writing by the Swap Counterparty

Master Custodian:
The Bank of New York Mellon (the "Master Custodian")
Corporate Trust – Dealing & Trading
500 Ross Street
AIM: 154-1275
Pittsburgh, PA 15262
Attention: Emily DePalma, Associate
Sr. Analyst – Client Service

EXHIBIT B

NOTICE OF EARLY TERMINATION PAYMENT DATE

[___], 20[__]

The Bank of New York Mellon (the "Master Custodian")
Corporate Trust – Dealing & Trading
500 Ross Street
AIM: 154-1275
Pittsburgh, PA 15262
Attention: Emily DePalma, Associate
Sr. Analyst – Client Service

Re: Master Custodial Agreement, dated as of [___], 20[__] (the "Master Custodial Agreement"), by and among Energy Prepay [_], LLC ("Prepay LLC"), Morgan Stanley Capital Group Inc. ("MSCG"), California Community Choice Financing Authority ("Issuer") and The Bank of New York Mellon ("Master Custodian").

Capitalized terms used herein and not otherwise defined shall have the meaning assigned in the Master Custodial Agreement.

Pursuant to and in accordance with Section 3(a) of the Master Custodial Agreement, Prepay LLC hereby delivers this notice that an Early Termination Payment Date (as defined in the Prepaid Agreement) has been designated as of [DATE] and the Master Custodian is hereby directed, beginning on the Early Termination Payment Date and thereafter, to withdraw amounts on deposit in the Prepay LLC Revenue Account in accordance with Section 4(e) of the Master Custodial Agreement.

ENERGY PREPAY [_], LLC
By: Morgan Stanley Capital Group Inc., its Manager

_____

Name:

Title:

EXHIBIT C

PREPAYMENT BALANCE

[To be attached.]

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

ENERGY PREPAY [_], LLC

This Amended and Restated Limited Liability Company Agreement (together with the schedules attached hereto, this "Agreement") of Energy Prepay [_], LLC, a Delaware limited liability company (the "Company"), is entered into as of [___], 20[__], by Morgan Stanley Capital Group Inc., a Delaware corporation ("MSCG"), as the sole equity member of the Company (the "Member") and the Manager (as defined herein), and Phillip Kerle, as the Independent Director (as defined on Schedule A hereto). Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

RECITALS

WHEREAS, the Member and the Manager entered into that certain Limited Liability Company Agreement, dated as of [___], 20[__] (the "Original LLC Agreement");

NOW, THEREFORE, the Member, by execution of this Agreement, hereby continues the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "Act"). The Member, the Manager and the Independent Director hereby amend and restate the Original LLC Agreement and hereby agree as follows:

Section 1. Name.

The name of the limited liability company continued hereby is Energy Prepay [_], LLC.

Section 2. Principal Business Office.

The principal business office of the Company shall be located at: c/o Morgan Stanley & Co. LLC, [1585 Broadway, New York, NY 10036-8293] or such other location as may hereafter be determined by the Member.

Section 3. Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

Section 4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

Section 5. Members.

(a) The mailing address of the Member is set forth on Schedule B attached hereto. The Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to the Original LLC Agreement and hereby continues as the sole member of the Company.

(b) The Member holds 100% of the outstanding limited liability company interests of the Company. Such interests are hereby redesignated as 100 units of limited liability company interests in the Company (the "Units"). The Company may issue certificates representing the Units (such Units then being "Certificated Units"). At the discretion of the Manager, the Certificated Units may be registered in the name of Cede & Co., as nominee for The Depository Trust Company, as the depository for the Units (the "Depository") and such Units may be held in book entry form in the custody of the Depository for the benefit of the Member. For so long as the Depository shall continue to serve as securities depository for the Units, all transfers of beneficial ownership interests in the Units will be made by book entry only, and no Member or other party purchasing, selling or otherwise transferring beneficial ownership of the Units is to receive, hold or deliver any Certificated Units.

(c) In the event that Certificated Units are issued, such Certificated Units will bear the following legends:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF ENERGY PREPAY [_], LLC. (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULES 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE (I) 144 OR (II) 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE COMPANY MUST FIRST BE PROVIDED TO THE COMPANY'S REGISTRAR AND TRANSFER AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS."

(d) Subject to Section 9(d) and Section 9(i), the Member may act by written consent.

(e) Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee as a member of the Company, or (ii) the resignation of the Member and the admission of an additional member of the Company), the Person acting as an Independent Director pursuant to Section 10 shall, without any action of any Person and simultaneously with the Member ceasing to be a member of the Company, automatically be admitted to the Company as a Special Member and shall continue the Company without dissolution. The Special Member may not resign from the Company or transfer its rights as Special Member unless (i) a successor Special Member has been admitted to the Company as Special Member by executing a counterpart to this Agreement, and (ii) such successor has also accepted its appointment as the Independent Director pursuant to Section 10; provided, however, the Special Member shall automatically cease to be a member of the Company upon the admission to the Company of a substitute Member. The Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. Pursuant to Section 18-301 of the Act, the Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. The Special Member, in its capacity as Special Member, may not bind the Company. Except as required by any mandatory provision of the Act, the Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including, without limitation, the merger, consolidation, division or conversion of the Company. In order to implement the admission to the Company of the Special Member, the Person acting as the Independent Director pursuant to Section 10 shall execute a counterpart to this Agreement. Prior to its admission to the Company as the Special Member, the Person acting as the Independent Director pursuant to Section 10 shall not be a member of the Company.

Section 6. Certificates.

[authorized person], as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, [authorized person]'s powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member or the Manager shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in New York and in any other jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Purposes.

(a) Subject to the limitations set forth in Section 9(i)(iv), the purpose to be conducted or promoted by the Company is solely to engage in the following activities:

(i) to enter into a Prepaid Energy Sales Agreement (the "Prepaid Agreement") with California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 et seq. of the California Government Code, as amended) (the "Municipal Issuer"), in connection with its issuance of the Municipal Issuer's Clean Energy Project Revenue Bonds, Series 2026[X] (the "Bonds") pursuant to a Trust Indenture between the Municipal Issuer and U.S. Bank Trust Company, National Association (the "Bond Indenture");

(ii) to enter into a Re-Pricing Agreement with the Municipal Issuer (the "Re-Pricing Agreement") in connection with the execution of the Prepaid Agreement;

(iii) to enter into an Energy Management Agreement (the "Energy Management Agreement") with the Member in connection with the execution of the Prepaid Agreement;

(iv) to enter into a Note Purchase Agreement (the "Subordinated Note Purchase Agreement") with the Member or an Affiliate of the Member for the issuance by the Company of a subordinated note (the "Subordinated Note");

(v) to enter into a credit default swap with the Member or an Affiliate of the Member;

(vi) to enter into a loan, note purchase, purchase or similar agreement with (A) Funding Recipient or (B) the underwriter of a similar agreement or instrument written or issued by Funding Recipient (as may be amended, supplemented, modified or otherwise replaced, the "Funding Agreement");

(vii) to enter into (A) one or more fixed-for-floating energy price swap agreements consistent with the terms of the Prepaid Agreement, (B) any related collateral documents, protocols or regulatory documentation as may be necessary or advisable with respect to such swap agreements and (C) custodial agreements relating to payments to be received and made under such agreements;

(viii) to deliver a tax certificate to the Municipal Issuer relating to its entry into the Prepaid Agreement;

(ix) to enter into remarketing agreements consistent with [Exhibit C] to the Prepaid Agreement;

(x) to enter into a Master Custodial Agreement (the "Master Custodial Agreement") with the Municipal Issuer, the Member and The Bank of New York Mellon;

(xi) to enter into a Letter Agreement with MSCG and acknowledged, accepted and agreed to by Silicon Valley Clean Energy Authority and the Municipal Issuer;

(xii) to enter into any other agreements as may be necessary or advisable in connection with the Clean Energy Project (as defined in the Bond Indenture) (together with the agreements described in clauses (i) - (xi), the "Prepaid Transaction Documents"), and

deliver any documents and certificates contemplated by the Prepaid Transaction Documents; and

(xiii) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware solely as related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes (including the entering into of referral, management, servicing and administration agreements) and to perform its obligations under the Prepaid Transaction Documents; provided that the Company shall not in any case enter into any contracts, transactions or other arrangements for the acquisition or sale of electricity other than as contemplated under the Prepaid Transaction Documents.

(b) The Company is hereby authorized to execute, deliver and perform, and the Manager, on behalf of the Company, is hereby authorized to execute and deliver, the Basic Documents and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto and any amendments thereto, all without any further act, vote or approval of any Member, Director or other Person notwithstanding any other provision of this Agreement. For the avoidance of doubt, no Director or any Person other than the Member and the Manager may enter into, execute or deliver any documents, agreements, certificates, or financing statements and amendments thereto on behalf of the Company, and the Member and the Manager may only enter into, execute or deliver any documents, agreements, certificates, or financing statements and amendments thereto as specifically authorized in this Agreement or by action of the Board of Directors of the Company (the "Board").

Section 8. Powers.

Subject to Section 9(d) and Section 9(i), the Company, and the Board and the Manager of the Company on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act that are necessary, convenient or incidental to accomplish its purposes as set forth in Section 7.

Section 9. Management.

(a) Board of Directors. Subject to Section 9(d) and Section 9(i), the business and affairs of the Company shall be managed by or under the direction of a Board of one or more Directors. The number of Directors shall be three (3), one of which shall be an Independent Director pursuant to Section 10. Each of the Municipal Issuer and the Member shall have the right to appoint one (1) Director. At all times that an Obligation is outstanding, the Board shall have at least one (1) Independent Director. Each Director elected, designated or appointed shall hold office until a successor is elected and qualified or until such Director's earlier death, resignation, expulsion or removal. Each of the initial Directors shall execute and deliver the Management Agreement on the date hereof, and any subsequently appointed Director shall acknowledge and agree to the terms of the Management Agreement. Directors need not be a Member. The initial Directors are listed on Schedule D hereto.

(b) Powers. Subject to Section 9(d) and Section 9(i), the Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Section 7, Section 9(d) and Section 9(i), the Board has the authority to bind the Company.

(c) Meeting of the Board of Directors. The Board may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by any Director other than the Independent Director on not less than one day's notice to each Director by telephone, facsimile, mail, telegram or any other means of communication.

(d) Quorum: Acts of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum is not present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board entitled to vote on such action consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board. For the avoidance of doubt and without limitation, the following matters must be submitted to a vote of the Board: (i) the enforcement and termination of the Funding Agreement, (ii) the removal and replacement of the Independent Director consistent with the provisions of Section 10 and (iii) any early repayment of the Subordinated Note, in whole or in part, by the Company pursuant to the terms thereof.

(i) Notwithstanding any other provision of this Agreement, the Director appointed by the Member shall not participate in any vote of the Board relating to the following, and the Director appointed by the Municipal Issuer shall be entitled to act by written consent with respect to the following and any such act of the Director appointed by the Municipal Issuer shall be the act of the Board:

(A) the enforcement of (I) the Energy Management Agreement and the termination thereof and (II) the [Morgan Stanley Guarantee] (as defined in the Energy Management Agreement);

(B) if the Company receives one or more Re-pricing Indicative Offers and/or Re-pricing Firm Offers for a subsequent Reset Period during a Re-pricing Period, the decision to elect which Re-pricing Indicative Offer(s) for the Company to pursue and the decision to elect which Re-pricing Firm Offer to accept, provided that, if the Funding Bidder is not a Qualified Funding Bidder, then the Company shall only execute a Funding Agreement with such Funding Bidder if the Director appointed by the Municipal Issuer causes the Member to be replaced as the sole equity holder of the Company prior to or contemporaneous with the execution of such Funding Agreement;

(C) the removal and replacement of MSCG as Manager hereunder and "Agent" under the Prepaid Agreement if the Energy Management Agreement between MSCG and the Company has been terminated due to a Seller Default (as defined in such agreement); and

(D) the removal and replacement of The Bank of New York Mellon as "Master Custodian" under the Master Custodial Agreement, provided that any replacement custodian must (A) have an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned to the Bonds, (B) have capital stock, surplus and undivided earnings aggregating at least $50,000,000 and (C) be able to satisfy the Member's internal requirements as they relate to "know your customer" rules, policies and procedures, anti-money laundering rules and regulations, and Dodd-Frank Act, Commodity Exchange Act, USA PATRIOT Act and similar rules and regulations, unless such requirements are waived by the Member.

(ii) Notwithstanding any other provision of this Agreement, the Director appointed by the Municipal Issuer shall not participate in any vote of the Board relating to the following, and the Director appointed by the Member shall be entitled to act by written consent with respect to the following and any such act of the Director appointed by the Member shall be the act of the Board:

(A) the termination and replacement of a Seller Swap (as defined in the Prepaid Agreement); and

(B) without limiting the restrictions on the Company set forth in Section 7(a), the entry into any contracts, transactions or other arrangements for the acquisition or sale of electricity by the Company, including agreement by the Company on the terms thereof including but not limited to pricing.

(iii) Notwithstanding any other provision of this Agreement, the Independent Director shall only be entitled to participate in a vote of the Board relating to a Material Action (including Section 9(i)(iii)) and as required by Section 9(i)(ii).

(e) Electronic Communications. Members of the Board may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in Person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

(f) Compensation of Directors; Expenses. The Member shall have the authority to fix the compensation of Directors. The Directors may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or

a fixed amount as Director. No such payment shall preclude any Director from serving the Company in any other capacity and receiving compensation therefor.

(g) Removal of Directors. Unless otherwise restricted by law and subject to Section 10, any Director or the entire Board may be removed or expelled, with or without cause, at any time by the Person who appointed such Director, and, subject to Section 10, any vacancy caused by any such removal or expulsion may be filled in the same manner.

(h) Directors as Agents. To the extent of their powers set forth in this Agreement and subject to Section 7, Section 9(d) and Section 9(i), the Directors are agents of the Company for the purpose of the Company's business, and the actions of the Directors taken in accordance with such powers set forth in this Agreement shall bind the Company; provided that, except as provided in this Agreement or in a resolution of the Directors, a Director may not bind the Company notwithstanding the last sentence of Section 18-402 of the Act.

(i) Limitations on the Company's Activities.

(i) This Section 9(i) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

(ii) The Member shall not, so long as any Obligation is outstanding, amend, alter, change or repeal the definition of "Independent Director" or Section 5(e), Section 7, Section 8, Section 9, Section 10, Section 15, Section 17, Section 18, Section 19, Section 20, Section 23, Section 25 or Schedule A of this Agreement without the unanimous written consent of the Board (including the Independent Director). Subject to this Section 9(i), the Member reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 25.

(iii) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, the Board, the Manager or any other Person, so long as any Obligation is outstanding, neither the Member nor the Board nor the Manager nor any other Person shall be authorized or empowered on behalf of the Company to, nor shall they permit the Company to, and the Company shall not, without the prior unanimous written consent of the Member and the Board (including the Independent Director), take any Material Action, provided, however, that, so long as any Obligation is outstanding, the Board may not vote on, or authorize the taking of, any Material Action, unless there is at least one Independent Director then serving in such capacity and such Independent Director consents thereto.

(iv) The Board and the Manager shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; provided, however, that the Company shall not be required to preserve any such right or franchise if: (1) the Board determines that the preservation thereof is no longer desirable for the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Company and (2) the Rating Agency Condition is satisfied. Since its formation and so long as any Obligation is outstanding, the Board and the Manager also have caused and shall cause the Company to:

(A) maintain all of its accounts, financial statements and bank accounts separate from those of its Affiliates and any other Person in accordance with the Master Custodial Agreement; provided, however, that the Company's assets may be included in a consolidated financial statement of its Affiliates provided that (1) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Company and such Affiliates and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (2) such assets shall be listed on the Company's own separate balance sheet;

(B) at all times hold itself out to the public and all other Persons as a legal entity separate from the Member and any other Person;

(C) have a Board of Directors separate from that of the Member and any other Person;

(D) file its own tax returns separate from those of any other Person, except to the extent the Company is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law, and pay any taxes so required to be paid under applicable law solely from its own funds;

(E) not commingle its assets with assets of any other Person;

(F) comply with all organizational formalities to maintain its separate existence;

(G) pay its own liabilities only out of its own funds;

(H) not enter into a contract, agreement or transaction with the Member, except in the ordinary course of business and upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with unaffiliated third parties;

(I) to the extent that the Company has any employees, maintain a sufficient number of employees (if any) in light of its contemplated business operations, and pay the salaries of its own employees, if any, solely from its own funds;

(J) not hold out its credit or assets as being available to satisfy the obligations of the Member or its Affiliates;

(K) allocate fairly and reasonably shared expenses, if any, with its Affiliates (including, without limitation, shared office space, if any);

(L) use separate stationery, invoices and checks, in each case if any, bearing its own name;

(M) except as contemplated by the Basic Documents to secure its own obligations, not pledge its assets for the benefit of any other Person;

(N) conduct its business solely in its own name, correct any known misunderstanding regarding its separate identity, not identify itself or any of its Affiliates as a division or department of any other Person, hold all of its assets solely in its own name, and not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(O) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, the foregoing shall not require the Member or any Affiliate to make any additional capital contributions to the Company;

(P) keep minutes of any Board or Member meetings and actions and observe all other Delaware limited liability company formalities; and

(Q) not acquire any obligations or securities of the Member.

Failure of the Company, or the Board or the Manager on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Member, Manager or the Directors.

(v) Since its formation and so long as any Obligation is outstanding, the Board shall not cause or permit the Company to:

(A) guarantee any obligation of any Person, including any Affiliate;

(B) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under Section 7, the Basic Documents or this Section 9(i);

(C) incur, create or assume any indebtedness other than as expressly permitted under the Basic Documents;

(D) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that the Company may invest in those investments permitted under the Basic Documents and may make any advance or loan required or expressly permitted or contemplated to be made pursuant to any provisions of

the Basic Documents and permit the same to remain outstanding in accordance with such provisions;

(E) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, division, merger, asset sale or transfer of ownership interests other than such activities as are expressly permitted pursuant to any provision of the Basic Documents; or

(F) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

(vi) So long as any Obligation is outstanding, neither the Company nor the Member shall take any action that would result in a change to the Company's tax status in a way that interferes with the Company's ability to satisfy the Obligations.

(j) Manager.

(i) Designation of Manager. The Manager shall be responsible for the general and active management of the day-to-day business of the Company and shall see that all orders, acts and resolutions of the Board are carried into effect. Subject to Section 9(d) of this Agreement, the Manager may be removed or replaced by the vote of a majority of the Board. The Manager of the Company is and shall continue to be MSCG.

(ii) Manager as Agent. The Manager, solely to the extent of its powers set forth in this Agreement or otherwise vested in it by action of the Board not inconsistent with this Agreement, is an agent of the Company for the purpose of the Company's business and, subject to the limitations set forth in Section 7, Section 9(d) and Section 9(i), the actions of the Manager taken in accordance with such powers shall bind the Company.

(iii) Disclosures by Manager. Notwithstanding any other provision of this Agreement to the contrary, the Manager shall have the authority to provide information about the Company as requested by a governmental authority or as otherwise required by applicable law. For the avoidance of doubt, the Manager may be prohibited by law from notifying the Board of any such disclosures and shall not in any case be obligated to notify the Board of any such disclosures or to seek the input of the Board with respect to any such disclosures.

Section 10. Independent Director. At all times that an Obligation is outstanding, the Member shall cause the Company to have at least one Independent Director who will be appointed by the Member and indicated on Schedule D hereto. To the fullest extent permitted by applicable law, including Section 18-1101(c) of the Act, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Company (including the Company's creditors) in acting or otherwise voting on the matters referred to in Section 9(i)(iii) (which duties to the Company (including duties to the Member and the Company's creditors), in each case, shall be deemed to apply solely to the extent of their respective economic interests in the Company exclusive of (x) all other interests of the Member, (y) the interests of other Affiliates of the Company and (z) the interests of any group of Affiliates of which the Company is a part). Other than as provided in the immediately preceding sentence, the Independent Director shall not

have any fiduciary duties to the Member, any Manager or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing under applicable law. No resignation or removal of the Independent Director, and no appointment of a successor Independent Director, shall be effective until such successor (i) has accepted his or her appointment as the Independent Director by a written instrument, which may be a counterpart signature page to the Management Agreement, and (ii) has executed a counterpart to this Agreement as required by Section 5(e). In the event of a vacancy in the position of Independent Director, the Member shall, as soon as practicable, appoint a successor Independent Director. Notwithstanding anything to the contrary contained in this Agreement, the Independent Director shall not be removed or replaced without Cause and unless the Company provides the Member with no less than three business days' prior written notice of (a) any proposed removal of the Independent Director and (b) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements for the Independent Director set forth in this Agreement. All right, power and authority of the Independent Director shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. The Independent Director shall not at any time serve as trustee in bankruptcy for any Affiliate of the Company.

Section 11. Limited Liability.

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member nor the Special Member nor any Director nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Special Member, Director or Manager of the Company.

Section 12. Capital Contribution; Subordinated Note Purchase Agreement.

The Member has contributed or shall promptly contribute to the Company property of an agreed value on Schedule B hereto; and the Member and the Company shall enter into the Subordinated Note Purchase Agreement for the purchase of the Subordinated Note by the Member from the Company in the amount set forth on Schedule B upon or prior to the initial issuance of the Bonds. In accordance with Section 5(e), the Special Member shall not be required to make any capital contributions to the Company.

Section 13. Additional Contributions.

Except as provided in Section 12, the Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions of cash, Cash Equivalents or Qualified Investments (as each such term is defined in the Master Custodial Agreement) to the Company at any time in the Member's discretion. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule B of this Agreement accordingly. The provisions of this Agreement, including this Section 13, are intended to benefit the Member and the Special Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this

Agreement) and the Member and the Special Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 14. Allocation of Profits and Losses.

The Company's profits and losses shall be allocated to the Member.

Section 15. Distributions.

Subject to the limitations set forth in the Master Custodial Agreement, distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager from time to time. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law or any Basic Document.

Section 16. Other Business.

Notwithstanding any duty otherwise existing at law or in equity, the Member, the Special Member and any Affiliate of the Member or the Special Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

Section 17. Duties, Exculpation and Indemnification.

(a) To the fullest extent permitted by law, including Section 18-1101(c) of the Act, and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or any applicable provisions of law or equity or otherwise, the parties hereto hereby agree that none of the Member, the Special Member nor any Independent Director, Manager, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member, Independent Director or the Special Member (collectively, the "Covered Persons") shall owe any fiduciary duty to any Member or the Company; provided, however, that the foregoing shall not eliminate (i) the duty to comply with the implied contractual covenant of good faith and fair dealing or (ii) the duties of the Independent Director specified in Section 10.

(b) The Covered Persons shall not be liable to the Company or any other Person bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement.

(c) To the fullest extent permitted by applicable law, any Covered Person other than a Director appointed by the Member shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement; provided, however, that (i) any indemnity under this Section 17 by the Company

shall be provided out of and to the extent of Company assets only, (ii) the Company's obligations to any Covered Person under this Section 17 shall not in any event exceed $500,000 in the aggregate, and (iii) the Member and the Special Member shall not have personal liability on account thereof; and provided further, that so long as any Obligation is outstanding, no indemnity payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity under this Section 17 shall be payable from amounts allocable to any other Person pursuant to the Basic Documents.

(d) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 17; provided, however, that any reimbursement under this Section 17 by the Company shall be provided out of and to the extent of Company assets only, and the Member and the Special Member shall not have personal liability on account thereof; and provided further, that so long as any Obligation is outstanding, no reimbursement payment from funds of the Company (as distinct from funds from other sources, such as insurance) under this Section 17 shall be payable from amounts allocable to any other Person pursuant to the Basic Documents.

(e) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(f) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to the Company or its members otherwise existing at law or in equity, are agreed by the Member, the Manager and the Independent Director to replace such other duties and liabilities of such Covered Person.

(g) The foregoing provisions of this Section 17 shall survive any termination of this Agreement.

Section 18. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act, (ii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act or (iii) written consent of the Member following the termination of the Basic Documents and the satisfaction of the Obligations incurred in connection therewith. Upon the occurrence of any event that causes the

last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the Member of all of its limited liability company interest in the Company and the admission of a transferee, or (ii) the resignation of the Member and the admission of an additional member of the Company), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of such member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member or the Special Member shall not cause the Member or Special Member, respectively, to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation has been canceled in the manner required by the Act.

Section 19. Waiver of Partition; Nature of Interest.

Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each of the Member and the Special Member hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 15 hereof. The interest of the Member in the Company is personal property.

Section 20. Benefits of Agreement; No Third-Party Rights.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member or a Special Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or

in part for the benefit of any third Person (except as provided in Section 23 and with respect to Covered Persons).

Section 21. Severability of Provisions.

Each provision of this Agreement shall be considered severable and, if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 22. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 23. Binding Agreement.

Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement, including, without limitation, Section 5, Section 7, Section 8, Section 9, Section 10, Section 17, Section 18, Section 20, Section 23 and Section 25, constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member by the Independent Director, the Director appointed by the Municipal Issuer and the Municipal Issuer, in accordance with its terms. In addition, the Director appointed by the Municipal Issuer and the Municipal Issuer shall be intended beneficiaries of this Agreement.

Section 24. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 25. Amendments.

Subject to Section 9(i), this Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member; provided that (a) this Agreement may not be modified, altered, supplemented or amended in any way that materially limits the rights and responsibilities of the Director appointed by the Municipal Issuer without such Director's prior written consent and (b) so long as any Obligation is outstanding, this Agreement may not be modified, altered, supplemented or amended unless the Rating Agency Condition is satisfied except: (i) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Agreement, (ii) to insert such provisions clarifying matters or questions arising under this Agreement as are necessary or desirable and are not contrary to or inconsistent with this Agreement or (iii) to correct or supplement any provision in a manner consistent with the intent of this Agreement and the Basic Documents (provided that, notwithstanding the foregoing clauses (i) – (iii), so long as any Obligation is outstanding, Section 7, Section 9 and Section 10 of this Agreement may not be modified, altered, supplemented or amended in any way unless the Rating Agency Condition is satisfied).

Section 26. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 27. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto, (c) in the case of the Independent Director and the Director appointed by the Municipal Issuer, to their addresses as listed in the Management Agreement and (d) in the case of any of the foregoing, at such other address as may be designated by written notice to the other parties.

Section 28. Schedules.

Any and all Schedules referenced in this Agreement are hereby incorporated herein by reference and shall be deemed to be an integral part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

MEMBER AND MANAGER:

MORGAN STANLEY CAPITAL GROUP INC., a Delaware corporation

By: _____
Name:
Title:

INDEPENDENT DIRECTOR:

By: _____
Name: Phillip Kerle
Title: Independent Director

SCHEDULE A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

"Act" has the meaning set forth in the preamble to this Agreement.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

"Agreement" means this Amended and Restated Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

"Bankruptcy" means, with respect to any Person, (A) if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, or (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (B) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, the proceeding has not been dismissed, or if within 90 days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

"Basic Documents" means the Prepaid Transaction Documents and all documents and certificates contemplated thereby or delivered in connection therewith.

"Board" or "Board of Directors" has the meaning set forth in Section 7(b).

"Bond Indenture" has the meaning set forth in Section 7(a)(i).

"Bonds" has the meaning set forth in Section 7(a)(i).

"Cause" means, with respect to an Independent Director, (i) acts or omissions by such Independent Director that constitute willful disregard of, or gross negligence with respect to, such Independent Director's duties, (ii) such Independent Director has engaged in or has been charged with or has been indicted or convicted for any crime or crimes of fraud or other acts constituting a

crime under any law applicable to such Independent Director, (iii) such Independent Director has breached the implied contractual covenant of good faith and fair dealing, (iv) there is a material increase in the fees charged by such Independent Director, or a material change to such Independent Director's terms of service, (v) such Independent Director is unable to perform his or her duties as Independent Director due to death, disability or incapacity, or (vi) such Independent Director no longer meets the definition of Independent Director.

"Certificate of Formation" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on [___], 20[__].

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. Section 1 et seq.) as amended from time to time.

"Company" has the meaning set forth in the first paragraph of this Agreement.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests. The terms "Controlled" and "Controlling" shall be construed accordingly.

"Covered Persons" has the meaning set forth in Section 17(a).

"Directors" means the Persons appointed to the Board of Directors from time to time as provided in Section 9(a), including the Independent Director, in their capacity as directors of the Company. A Director is hereby designated as a "manager" of the Company within the meaning of Section 18-101(12) of the Act.

"Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173) signed into law on July 21, 2010, as amended from time to time.

"Energy Management Agreement" has the meaning set forth in Section 7(a)(iii).

"Funding Agreement" has the meaning set forth in Section 7(a)(vi).

"Funding Bidder" means any Qualified Funding Bidder or Non-Qualified Funding Bidder.

"Funding Recipient" has the meaning set forth in the Prepaid Agreement.

"Independent Director" means a natural person selected by the Company (a) with prior experience as an independent director, independent manager or independent member, (b) with at least three (3) years of employment experience, (c) who is provided by a Nationally Recognized Service Company, (d) who is duly appointed as an Independent Director and is not, will not be while serving as Independent Director (except pursuant to an express provision in this Agreement providing for the appointment of such Independent Director to become a Special Member) and shall not have been at any time during the preceding five (5) years, any of the following:

(i) a stockholder, director (other than an independent director), officer, employee, partner, attorney or counsel of the Company, any Affiliate of the Company or any direct or indirect parent of the Company;

(ii) subject to clause (B) below, a customer, supplier or other Person who derives any of its purchases or revenues from its activities with the Company or any Affiliate of the Company;

(iii) a Person or other entity Controlling or under common Control with any such stockholder, partner, customer, supplier or other Person described in clause (i) or clause (ii) above; or

(iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person described in clause (i) or clause (ii) above.

(A) A natural person who otherwise satisfies the foregoing definition and satisfies subparagraph (i) by reason of being an independent director of a "special purpose entity" affiliated with the Company shall be qualified to serve as an Independent Director of the Company, provided that the fees that such individual earns from serving as independent director of Affiliates of the Company in any given year constitute in the aggregate less than 5% of such individual's annual income for that year.

(B) A natural person who satisfies the foregoing definition other than clause (ii) shall not be disqualified from serving as an Independent Director of the Company if such individual is an independent director, independent manager or special manager provided by a Nationally Recognized Service Company that provides professional independent directors, independent managers and special managers and also provides other corporate services in the ordinary course of its business.

"Management Agreement" means the agreement of the Directors in the form attached hereto as Schedule C. The Management Agreement shall be deemed incorporated into, and a part of, this Agreement.

"Manager" shall mean the Person designated as "Manager" pursuant to Section 9(j) of this Agreement. The Manager is hereby designated as a "manager" of the Company within the meaning of Section 18-101(12) of the Act.

"Master Custodial Agreement" has the meaning set forth in Section 7(a)(x).

"Material Action" means to consolidate or merge the Company with or into any Person, or sell all or substantially all of the assets of the Company, or to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a voluntary bankruptcy petition or any other petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or take action in

furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate the Company.

"Member" means MSCG, as the initial member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company; provided, however, the term "Member" shall not include the Special Member.

"MSCG" has the meaning specified in the preamble.

"Municipal Issuer" has the meaning set forth in Section 7(a)(i).

"Nationally Recognized Service Company" means any of Citadel SPV LLC, CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Stewart Management Services, United Corporate Services, Inc. or such other nationally recognized company that provides independent director, independent manager or independent member services, in each case that is not an Affiliate of the Company and that provides professional independent directors and other corporate services in the ordinary course of its business.

"Non-Qualified Funding Bidder" means any Person other than a Qualified Funding Bidder who makes a Re-pricing Indicative Offer or Re-pricing Firm Offer for a subsequent Reset Period.

"Obligations" means the liabilities and obligations of the Company under or in connection with the Basic Documents or any related document in effect as of any date of determination.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

"Prepaid Agreement" has the meaning set forth in Section 7(a)(i).

"Prepaid Transaction Documents" has the meaning set forth in Section 7(a)(xii).

"Qualified Funding Bidder" means, for any subsequent Reset Period for which a Funding Agreement will be executed or extended, (a) the initial Funding Recipient, (b) Morgan Stanley and (c) any other Person that (i) (A) has a rating (or a guarantor with a rating) of at least "Ba3" by Moody's Investors Service, Inc. and "BB-" by Fitch Ratings, Inc. or (B) is not rated, (ii) has capital stock, surplus and undivided earnings aggregating at least $50,000,000 or a guarantor with capital stock, surplus and undivided earnings aggregating at least $50,000,000, (iii) is able to satisfy the Member's internal requirements as they relate to "know your customer" rules, policies and procedures, anti-money laundering rules and regulations, Dodd-Frank Act, Commodity Exchange Act, USA PATRIOT Act and similar rules, regulations, requirements and corresponding policies, and (iv) agrees to enter into a Funding Agreement that provides no less favorable terms than the Funding Agreement with the initial Funding Recipient, unless such requirements are waived by the Member in its sole discretion.

"Rating Agency Condition" means that the Member has delivered a Rating Confirmation (as defined in the Bond Indenture) to the Municipal Issuer.

"Re-Pricing Agreement" has the meaning set forth in Section 7(a)(ii).

"Re-pricing Firm Offer" has the meaning set forth in the Re-Pricing Agreement.

"Re-pricing Indicative Offer" has the meaning set forth in the Re-Pricing Agreement.

"Re-pricing Period" has the meaning set forth in the Re-Pricing Agreement.

"Reset Period" has the meaning set forth in the Re-Pricing Agreement.

"Special Member" means, upon such person's admission to the Company as a member of the Company pursuant to Section 5(e), a person acting as Independent Director, in such person's capacity as a member of the Company. The Special Member shall only have the rights and duties expressly set forth in this Agreement.

"Subordinated Note" has the meaning set forth in Section 7(a)(iv).

"Subordinated Note Purchase Agreement" has the meaning set forth in Section 7(a)(iv).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107 56 (signed into law October 26, 2001)), as amended from time to time.

B. Rules of Construction

Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

SCHEDULE B

Member, Capitalization and Transaction Details

Name	Mailing Address	Capital Contribution Amount	Subordinated Note Purchase Amount	Limited Liability Company Interest	Bonds Issued by Municipal Issuer
Morgan Stanley Capital Group Inc.	1585 Broadway New York, NY 10036 -8293	$[1,000,000]	$[__].00	100%	Clean Energy Project Revenue Bonds, Series 2026[X]

SCHEDULE C

MANAGEMENT AGREEMENT

[___], 20[__]

Morgan Stanley Capital Group Inc.
1585 Broadway
New York, NY 10036-8293
Email: CCCFA_2026[X]_ms_notices@morganstanley.com
With a mandatory copy to:
Email: msdoc-misc-notices@morganstanley.com

Citadel SPV LLC
85 Broad Street, 17th Floor
New York, NY 10004
Attention: Phillip Kerle
E-mail: phillip.kerle@citadelspv.com and dewen.tarn@citadelspv.com

California Community Choice Financing Authority
1125 Tamalpais Avenue
San Rafael, CA 94901
Email: notices@cccfa.org and invoices@cccfa.org

Re: Management Agreement -- Energy Prepay [_], LLC

Ladies and Gentlemen:

For good and valuable consideration, each of the undersigned Persons, who have been designated as directors of Energy Prepay [_], LLC, a Delaware limited liability company (the "Company"), in accordance with the Amended and Restated Limited Liability Company Agreement of the Company, dated as of [___], 20[__], as it may be amended or restated from time to time (the "LLC Agreement"), hereby agree as follows:

1. Each of the undersigned accepts such Person's rights and authority as a Director under the LLC Agreement and agrees to perform and discharge such Person's duties and obligations as a Director under the LLC Agreement, and further agrees that such rights, authorities, duties and obligations under the LLC Agreement shall continue until such Person's successor as a Director is designated or until such Person's resignation or removal as a Director in accordance with the LLC Agreement. Each of the undersigned agrees and acknowledges that it has been designated as a "manager" of the Company within the meaning of the Act. Each of the undersigned furthermore agrees to cooperate with the Manager and provide any information reasonably requested by the Manager in connection with the Manager's performance of its duties under the LLC Agreement, including without limitation (i) the Manager's satisfaction of the Company's or the Directors' regulatory filing responsibilities with the Federal Energy Regulatory Commission

and (ii) the Manager's responses to any other requests for information by any governmental authority or regulatory entity.

2. So long as any Obligation is outstanding, each of the undersigned agrees, solely in its capacity as a creditor of the Company on account of any indemnification or other payment owing to the undersigned by the Company, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or governmental authority for the purpose of commencing or sustaining an involuntary case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company.

3. MSCG is the Manager of the Company and shall be responsible for the general and active management of the day-to-day business of the Company and shall see that all orders, acts and resolutions of the Board are carried into effect. MSCG as Manager pursuant to the LLC Agreement is authorized to execute and deliver on behalf of the Company the Basic Documents.

4. THIS MANAGEMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AND ALL RIGHTS AND REMEDIES SHALL BE GOVERNED BY SUCH LAWS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Initially capitalized terms used and not otherwise defined herein have the meanings set forth in the LLC Agreement.

This Management Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Management Agreement and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Management Agreement as of the day and year first above written.

_____

Name: Angelin Baskaran, Director Appointed by the Member

_____

Name: Phillip Kerle, Independent Director

_____

Name: [Amrit Singh][1], Director Appointed by the Municipal Issuer

[1] NTD: SVCE to confirm.

SCHEDULE D

DIRECTORS

1. Angelin Baskaran, as appointed by MSCG
2. Phillip Kerle, as the Independent Director
3. [Amrit Singh], as appointed by the Municipal Issuer

ENERGY MANAGEMENT AGREEMENT

between

MORGAN STANLEY CAPITAL GROUP INC.

and

ENERGY PREPAY [_], LLC

Dated as of [___], 20[__]

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ENERGY MANAGEMENT AGREEMENT

This Energy Management Agreement (hereinafter, this "Agreement") is made and entered into as of [___], 20[__] (the "Execution Date"), by and between Morgan Stanley Capital Group Inc., a Delaware corporation ("Seller") and Energy Prepay [_], LLC, a Delaware limited liability company ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller desires to sell electricity to Buyer, and Buyer desires to purchase electricity from Seller, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements herein set forth, Buyer and Seller (the "Parties" hereto; each is a "Party") agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Defined Terms. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"Acceleration Event" has the meaning specified in the Prepaid Agreement.

"Affiliate" means, with respect to either Party, any entity which is a direct or indirect parent or subsidiary of such Party or which directly or indirectly (i) owns or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors or Persons performing similar functions or (b) direct or cause the direction of the management and policies, whether by contract or otherwise. The term "Affiliates" shall be construed accordingly.

"Agreement" has the meaning specified in the preamble and shall include exhibits, recitals and attachments referenced herein and attached hereto and all amendments, supplements and modifications hereto and thereto.

"Annual Quantity" means, with respect to each Contract Year of the Delivery Period, the quantity (in MWh) of Assigned Product for such Contract Year as set forth on Exhibit A-3; *provided* that the Annual Quantity for any Contract Year shall be reduced by the aggregate amount of any quantities of Base Energy required to be remarketed under this Agreement for any given Contract Year.

"Assigned Delivery Point" has the meaning specified in the applicable Assignment Agreement.

"Assigned Energy" has the meaning specified in the applicable Assignment Agreement; provided that any Assigned Energy shall be EPS Compliant Energy as set forth in the Assignment Letter Agreement.

"Assigned Paygo Quantity" means any Assigned Product delivered under this Agreement in excess of the Annual Quantity for any Contract Year.

"Assigned PPA" has the meaning specified in the Participant Custodial Agreement.

"Assigned PPA Index Adder" means the amount (in $/MWh) specified in Exhibit A-2 for each Month of the Delivery Period.

"Assigned Product" means, as applicable, PCC1 Product, Long-Term PCC1 Product, PCC2 Product, Assigned Energy, Assigned RECs and any other product included in an Assignment Agreement.

"Assigned RECs" means any RECs to be delivered to Seller or Buyer pursuant to any Assigned Rights and Obligations.

"Assigned Rights and Obligations" means a portion of the Project Participant's rights and obligations under a power purchase agreement assigned pursuant to an Assignment Agreement.

["Assignment Agreements" mean the Initial Assignment Agreement and any subsequent assignment agreement entered into consistent with the Assignment Letter Agreement.][1]

"Assignment Letter Agreement" means that certain Letter Agreement, dated as of the date hereof, by and among, Seller, Buyer, the Issuer and Project Participant.

"Automatic Non-Default Termination Event" has the meaning specified in Section 17.3.

"Balancing Authority" has the meaning specified in the CAISO Tariff.

"Base Energy" means Firm (LD) Energy to be delivered to an Energy Delivery Point.

"Billing Statement" has the meaning specified in Section 14.1(b).

"Bond Closing Date" means the first date on which the Bonds are issued pursuant to the Bond Indenture.

"Bond Indenture" means (i) the Trust Indenture to be entered into prior to the commencement of the Delivery Period between Buyer and the Trustee, as supplemented and amended from time to time in accordance with its terms, and (ii) any trust indenture entered into

[1] NTD: Initial Assignment Agreements – TBD.

in connection with the commencement of any Interest Rate Period after the initial Interest Rate Period between Buyer and the Trustee containing substantially the same terms as the indenture described in clause (i) and which is intended to replace the indenture described in clause (i) as of the commencement of such Interest Rate Period after the initial Interest Rate Period.

"Bonds" means the bonds issued pursuant to the Bond Indenture.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a Federal Reserve Bank Holiday, (iii) any other day on which commercial banks in either New York, New York or the State of California are authorized or required by Law to close, or (iv) any other day excluded pursuant to the Bond Indenture.

"Buyer" has the meaning specified in the preamble.

"Buyer Default" has the meaning specified in Section 17.2.

"Buyer's Statement" has the meaning specified in Section 14.1(a).

"CAISO" means California Independent System Operator or its successor.

"CAISO Tariff" means CAISO's FERC-approved tariff, as modified, amended or supplemented from time to time.

"California Long-Term Contracting Requirements" means the long-term contracting requirement set forth in the Clean Energy and Pollution Reduction Act of 2015 (SB 350), California Public Utilities Code section 399.13(b), and CPUC Decision 17-06-026 and CPUC Decision 18-05-026, as may be modified by subsequent decision of the California Public Utilities Commission or by other Law.

"Claiming Party" has the meaning specified in Section 11.1.

"Claims" means all claims or actions, threatened or filed, that directly or indirectly relate to the indemnities provided herein, and the resulting losses, damages, expenses, attorneys' fees, experts' fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Clean Energy Project" has the meaning specified in the Bond Indenture.

"Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any purchase or sale or other action required to be made, attempted or taken by a Party under this Agreement, such efforts as a reasonably prudent Person would undertake for the protection of its own interest under the conditions affecting such purchase or sale or other action, including without limitation, the amount of notice of the need to take such action, the duration and type of the purchase or sale or other action, the competitive environment in which such purchase or sale or other action occurs, and the risk to the Party required to take such action.

"Contract Index Price" means the index price specified on (i) Exhibit A-1 with respect to the Hourly Quantity of Base Energy (which index price may be Day-Ahead Market Price

or Real-Time Market Price) and (ii) Exhibit A-2 with respect to the Monthly Projected Quantity of Energy (which index price will be the Day-Ahead Average Price).

"Contract Quantity" means (i) with respect to Base Energy, the Hourly Quantity of Base Energy set forth in Exhibit A-1 for any Month, (ii) with respect to Assigned Energy, the Monthly Projected Quantity of Assigned Energy set forth in Exhibit A-2 for any Month, as such Exhibit A-1 and Exhibit A-2 shall be updated from time to time in accordance with Section 6.2, and (iii) with respect to the Annual Quantity, the Annual Quantity of Assigned Energy set forth in Exhibit A-3); provided that, as set forth in Section 3.2, any portion of the Contract Quantity attributable to Assigned Energy to be delivered by Seller in its capacity as a PPA Supplier to Buyer pursuant to an Assignment Agreement shall be delivered pursuant to the applicable Assignment Agreement instead of this Agreement.

"Contract Year" means each period of 12 Months from January 1 until December 31 during the Delivery Period; provided that (x) the initial Contract Year shall be a pro-rated [___] Month period from [___], 20[__] until [___], 20[__] and (y) the Annual Quantity for 20[__] set forth in Exhibit A-3 reflects the pro-rated Annual Quantity for such [___] Month period in 20[__].

"Day-Ahead Average Price" means, with respect to any Assigned Energy during any EPS Energy Period, the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Assigned PPA Index Adder for the relevant Month. As used in this definition, "Pricing Interval" means each unit of time for which CAISO establishes a separate price.

"Day-Ahead Market Price" means the Day Ahead Market or Locational Marginal Price for the Energy Delivery Point for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by such independent system operator or other entity in accordance with its rules.

"Default Rate" means, as of any date of determination, the lesser of (a) the sum of (i) the rate of interest per annum quoted in The Wall Street Journal (Eastern Edition) under the "Money Rates" section as the "Prime Rate" for such date of determination, plus (ii) one percent per annum, or (b) if a lower maximum rate is imposed by applicable Law, such maximum lawful rate.

"Delivery Hours" means each Hour commencing at 00:00 (PPT) on the first day of the Delivery Period, and each Hour thereafter during the Delivery Period.

"Delivery Period" means the period beginning on [___], 20[__] and ending on [___], 20[__] or earlier upon an Early Termination Date.

"Delivery Point" means (i) the applicable Assigned Delivery Point(s) for Assigned Energy and (ii) the applicable Energy Delivery Point for Base Energy (as set forth in Exhibits A-1 and A-2).

"Early Termination Date" means a date designated pursuant to Section 17.5(a) or Section 17.5(b) upon which the Delivery Period will end and Buyer's and Seller's respective obligations to receive and deliver Energy under this Agreement will terminate.

"Early Termination Payment Date" has the meaning specified in the Prepaid Agreement.

"EMA Termination Fee" means, with respect to an Early Termination Date that results from an Acceleration Event under [Section 17.1(a)] of the Prepaid Agreement (Funding Agreement), an amount equal to (i) one hundred percent (100%) multiplied by (ii) the aggregate sum of the Seller Energy Fee for each Month remaining after the Early Termination Date in the then-current Reset Period.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in MWhs.

"Energy Delivery Point" has the meaning specified in Exhibits A-1, A-2 and A-3, as applicable.

"EPS" means California's Emissions Performance Standards, as set forth in Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, and any successor Law.

"EPS Compliant Energy" means Energy that a Project Participant can contract for and purchase in compliance with EPS requirements that are applicable to such Project Participant.

"EPS Energy Period" means the Initial EPS Energy Period and any subsequent EPS Energy Periods established by future assignments of power purchase agreements consistent with the Assignment Letter Agreement.

"Execution Date" has the meaning specified in the preamble.

"FERC" means the Federal Energy Regulatory Commission and any successor thereto.

"Firm (LD)" means, with respect to the obligation to deliver Energy, that either Party shall be relieved of its obligations to sell and deliver or purchase and receive without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure. In the absence of Force Majeure, the Party to which performance is owed shall be entitled to receive from the Party which failed to deliver/receive an amount determined pursuant to Article IV.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell any Energy purchased hereunder; (iii) the loss or failure of Seller's supply except if such loss or failure results from curtailment by a Transmission Provider; or (iv) Seller's ability to sell the Energy at a higher price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (a) such Party (or an upstream supplier with respect to Seller or a

Project Participant with respect to Buyer) has contracted for firm transmission with such Transmission Provider for the Energy to be delivered to or received at the Energy Delivery Point and (b) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; *provided*, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that Force Majeure as defined in the first sentence hereof has occurred. Notwithstanding the foregoing or anything to the contrary herein, (I) to the extent that (x) a PPA Supplier fails to deliver any portion of the Monthly Projected Quantity of Assigned Energy and claims force majeure with respect to such failure to deliver or (y) a PPA Supplier otherwise is unable to deliver any portion of the Annual Quantity due to an event that would be considered Force Majeure under this Agreement if it affected Seller directly, then such event shall be deemed to constitute Force Majeure in respect of Seller hereunder; and (II) to the extent that an Assignment Agreement is terminated early, such termination shall constitute Force Majeure with respect to Seller until the earlier of (A) the commencement of an "Assignment Period" under a replacement Assignment Agreement, (B) the commencement of the delivery of EPS Compliant Energy procured by Seller consistent with the Assignment Letter Agreement or (C) the end of the second Month following the Month in which such early termination occurs.

"Funding Agreement" has the meaning set forth in the Prepaid Agreement.

"Government Agency" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"Hour" means each 60-minute period commencing at 00:00 (PPT) on the first day of the Delivery Period. The term "Hourly" shall be construed accordingly.

"Hourly Quantity" means, with respect to each Delivery Hour during the Delivery Period, the quantity (in MW) of Base Energy set forth on Exhibit A-1 for the Month in which such Delivery Hour occurs (as such Exhibit A-1 may be updated from time to time in accordance with Section 6.2).

["Initial Assignment Agreement" means that certain Limited Assignment Agreement, dated as of [___], 20[__], by and among the Project Participant, Seller and the Initial PPA Supplier.]

"Initial EPS Energy Period" means the "Assignment Period" as defined in the Initial Assignment Agreement.

"Initial PPA Supplier" means [PPA Supplier].

"Interest Rate Period" has the meaning specified in the Bond Indenture, provided that if the Bonds are outstanding in two or more series with separate, concurrent and co-terminus Interest Rate Periods, "Interest Rate Period" shall mean all such Interest Rate Periods collectively.

"Issuer" means California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq.* of the California Government Code, as amended).

"Law" means any statute, law, rule or regulation or any judicial or administrative interpretation thereof having the effect of the foregoing enacted, promulgated, or issued by a Government Agency whether in effect as of the Execution Date or at any time in the future.

"Ledger Event" has the meaning specified in the Prepaid Agreement.

"Long-Term PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1, and the California Long-Term Contracting Requirements, to be delivered to Seller, Buyer or any successors thereto pursuant to any Assigned Rights and Obligations.

"Master Custodial Agreement" means that certain Master Custodial Agreement, dated as of the date hereof, by and among Buyer, the Issuer, the Trustee and the Master Custodian, as the same may be amended, modified or supplemented from time to time.

"Master Custodian" means The Bank of New York Mellon, a New York banking corporation, as master custodian under the Master Custodial Agreement, and its successors as Master Custodian under the Master Custodial Agreement.

"Month" means a calendar month. The term "Monthly" shall be construed accordingly.

"Monthly Excess Quantity" means, for any Month, the amount, if any, by which the total quantity (in MWh) of Assigned Product delivered hereunder in such Month exceeds the Monthly Projected Quantity for such Month.

"Monthly Projected Quantity" means, with respect to each Month of the Delivery Period, the quantity (in MWh) of Assigned Product for such Month as set forth on Exhibit A-2 (as such Exhibit A-2 may be updated from time to time in accordance with Section 6.2).

"Morgan Stanley Guarantee" means a guarantee by Morgan Stanley of Seller's payment obligations under this Agreement.

"MWh" means megawatt-hour.

"Participant Custodial Agreement" means that certain Second Consolidated Amended and Restated Custodial Agreement, dated as of the Bond Closing Date, by and among the Project Participant, Issuer, Seller, Morgan Stanley Energy Structuring, L.L.C. and the Participant Custodian, as from time to time amended, restated, supplemented or otherwise modified.

"Participant Custodian" means U.S. Bank Trust Company, National Association, a national banking association.

"Party" or "Parties" have the meanings specified in the recitals.

"PCC1 Product" or "PCC1" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1 to be delivered to Seller, Buyer or any successors thereto pursuant to any Assigned Rights and Obligations.

"PCC2 Product" or "PCC2" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 2 to be delivered to Seller, Buyer or any successors thereto pursuant to any Assigned Rights and Obligations.

"Person" means any individual, limited liability company, corporation, partnership, joint venture, trust, unincorporated organization or Government Agency.

"Portfolio Content Category 1" means any Renewable Energy Credit associated with the generation of electricity from an "Eligible Renewable Energy Resource" consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

"Portfolio Content Category 2" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

"PPA Supplier" means the Initial PPA Supplier and any subsequent supplier who enters into an Assignment Agreement consistent with the Assignment Letter Agreement.

"PPT" means Pacific Prevailing Time.

"Prepaid Agreement" means that certain Prepaid Energy Sales Agreement, dated as of the date hereof, by and between Buyer and the Issuer.

"Project Participant" has the meaning specified in the Bond Indenture.

"Provisional Payment" has the meaning specified in [Exhibit C] of the Prepaid Agreement.

"PSC Remarketing Termination" has the meaning specified in the Prepaid Agreement.

"Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of the Bond Closing Date, by and between Buyer and the Issuer.

"Real-Time Market Price" means The Five Minute Market (FMM) Locational Marginal Price for the Energy Delivery Point for each applicable interval as published by CAISO, or as such price may be corrected or revised from time to time by such independent system operator or other entity in accordance with its rules.

"Renewable Energy Credit" or "REC" has the meaning specified for "Renewable Energy Credit" in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Reset Period" means each "Reset Period" under the Re-Pricing Agreement.

"RPS" means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, inter alia, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

"Schedule", "Scheduled" or "Scheduling" means the actions of Seller, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered during any given portion of the Delivery Period at a specified Delivery Point.

"Seller" has the meaning specified in the preamble.

"Seller Default" has the meaning specified in Section 17.1.

"Seller Energy Fee" means, with respect to each Month during the Delivery Period, $[1.10]/MWh.

"Terminating Party" means any Party that has the right to terminate this Agreement pursuant to Article XVII.

"Transaction Documents" has the meaning specified in Article XIII.

"Transmission Provider(s)" means any entity or entities transmitting or transporting Energy on behalf of Seller or Buyer to or from an Energy Delivery Point.

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association, and its successors as Trustee under the Bond Indenture.

"WREGIS" means the Western Renewable Energy Generation Information System or its successor.

Section 1.2 Definitions; Interpretation. References to "Articles," "Sections," "Schedules" and "Exhibits" shall be to Articles, Sections, Schedules and Exhibits, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words

of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the scope of such general statement, term or matter. Any reference herein to any agreement or document includes all amendments, supplements or restatements to and of such agreement or document as may occur from time to time, and any reference to a party to any such agreement includes all successors and assigns of such party thereunder permitted by the terms hereof and thereof.

ARTICLE II.
EXECUTION DATE AND DELIVERY PERIOD

This Agreement shall become effective upon the Execution Date and all of Seller's and Buyer's obligations under this Agreement shall be deemed to have been incurred upon the Execution Date; provided that, in the event of an early termination of the Prepaid Agreement pursuant to [Section 2.2] thereof, this Agreement shall terminate concurrently with the termination of the Prepaid Agreement. Unless this Agreement is terminated pursuant to the proviso in the immediately preceding sentence, the delivery of Energy under this Agreement shall commence and continue for the remainder of the Delivery Period.

ARTICLE III.
SALE AND PURCHASE

Section 3.1 Delivery of Contract Quantity; PPA Assignments.

(a) Contract Quantity. Seller agrees to sell and deliver or cause to be delivered to Buyer, and Buyer agrees to take or cause to be taken from Seller, in each case, on a Firm (LD) basis, the Contract Quantity pursuant to the terms and conditions set forth in this Agreement. The Parties acknowledge and agree that Seller's delivery obligation for (i) Assigned Products will be measured on an annual basis and (ii) Base Energy will be measured on an Hourly basis, as reflected in the definition of Contract Quantity and further set forth in the terms of this Agreement.

(b) PPA Assignments.

(i) [Concurrently with the execution of this Agreement][2], the Project Participant will assign to Buyer certain Assigned Rights and Obligations under a supply agreement between Seller and the Project Participant, including the right to receive Assigned Product, which Assigned Product will be sold by Seller to Buyer consistent with the terms of the Initial Assignment Agreement.

(ii) The Project Participant may assign other supply arrangements to Seller or Buyer in the future in accordance with the Assignment Letter Agreement. To the extent such supply arrangements are supply arrangements between a Project Participant and Seller, the Project Participant will assign the Assigned Rights and Obligations thereunder to Buyer, including the right to receive Assigned Product, which Assigned Product will be sold by Seller to Buyer consistent with the terms of the Assignment Agreements entered into in connection therewith.

[2] NTD: Execution date of LAAs to be confirmed by MS.

Section 3.2 Purchase. For each Month of the Delivery Period, Buyer shall pay Seller the following amounts:

(a) the Seller Energy Fee with respect to (i) each MWh of Base Energy delivered or remarketed by Seller in such Month and (ii) each MWh of Monthly Projected Quantities set forth in Exhibit A-2 for such Month regardless of the Monthly Projected Quantities actually delivered in such Month; and

(b) the Contract Index Price for Energy delivered hereunder or remarketed by Seller; provided that Seller shall owe a payment to Buyer to the extent that the Contract Index Price for Energy delivered is negative; provided furthermore that (i) (x) Buyer shall have no payment obligation under this clause (b) with respect to any Assigned Energy to be delivered by Seller in its capacity as a PPA Supplier to Buyer pursuant to an Assignment Agreement, which shall be delivered pursuant to the applicable Assignment Agreement instead of this Agreement, and (y) Buyer's payment obligations with respect thereto shall be as set forth in the applicable Assignment Agreement; and (ii) with respect to any Energy subject to the remarketing or provisional payment provisions set forth in [Exhibit C] of the Prepaid Agreement, (x) Buyer's payment obligation under this clause (b) shall be reduced by any amounts that Buyer is required to remit under the Prepaid Agreement in respect thereof and (y) Seller shall have no payment obligation to Buyer with respect thereto.

Section 3.3 Other Amounts Payable with Respect to Assigned Products. With respect to Monthly Excess Quantities and Assigned Paygo Quantities delivered hereunder, Buyer shall pay Seller an amount equal to the quantity of such Monthly Excess Quantities and Assigned Paygo Quantities, as applicable, multiplied by the price specified for Assigned Product under the applicable Assignment Agreement; provided that the Parties acknowledge and agree that the Project Participant's payment of the Retained Payment Amount (as defined in the Participant Custodial Agreement) shall be deemed to satisfy Buyer's payment obligation hereunder with respect to any such Monthly Excess Quantities and Assigned Paygo Quantities. To the extent the Project Participant fails to pay any amounts when due under the Participant Custodial Agreement with respect to Monthly Excess Quantities or Assigned Paygo Quantities, Issuer is obligated under the Prepaid Agreement to promptly transfer the resulting Excess Receivables (as defined in the Prepaid Agreement) to Buyer, and, in such case, Buyer shall transfer such Excess Receivables to Seller and the transfer of such Excess Receivables shall satisfy Buyer's payment obligation to Seller with respect thereto.

ARTICLE IV.
FAILURE TO DELIVER OR TAKE ENERGY

Section 4.1 Assigned Product. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall have any liability or other obligation to one another under this Agreement for any failure to Schedule, take, or deliver Assigned Product; provided that Buyer's payment obligations hereunder shall be reduced by the amount of any remarketing payment obligations with respect thereto under [Exhibit C] of the Prepaid Agreement.

Section 4.2 Failure to Deliver or Take Due to Force Majeure. If with respect to all or any portion of the Contract Quantity (including any Base Energy or Assigned Energy):

(a) Buyer fails to take or Seller fails to deliver all or any portion of the Contract Quantity at any Delivery Point pursuant to the terms of this Agreement; and

(b) such failure is due to Force Majeure claimed by either Party,

then no payments shall be due to or from either Party.

ARTICLE V.
TRANSMISSION AND DELIVERY; COMMUNICATIONS

Section 5.1 Delivery of Energy.

(a) Assigned Product. All Assigned Energy shall be Scheduled at the applicable Assigned Delivery Point and in accordance with the terms of the applicable Assignment Agreement. All other Assigned Product shall be delivered consistent with the terms of the applicable Assignment Agreement. Except as set forth in the two foregoing sentences, Buyer and Seller shall have no liability or obligations under this Article V with respect to Assigned Product.

(b) Updates to Exhibits. Buyer and Seller may, upon mutual agreement, update Exhibits A-1 and A-2 to modify the Delivery Points thereunder. For the avoidance doubt, such updates will reflect that deliveries will be made to (A) the Energy Delivery Point at the Day-Ahead Market Price for any Base Energy and (B) an Assigned Delivery Point at the Day-Ahead Average Price for any Assigned Energy.

Section 5.2 Scheduling. Scheduling of Assigned Energy shall be in accordance with the applicable Assignment Schedule.

Section 5.3 Title and Risk of Loss. The transfer of title and risk of loss for all Assigned Product other than Assigned Energy shall be in accordance with the applicable Assignment Agreement; provided that all Assignment Agreements shall provide for the transfer of Renewable Energy Credits in accordance with WREGIS.

Section 5.4 PCC1 Product, PCC2 Product and Long-Term PCC1 Product. To the extent that any Assigned Product is PCC1 Product, PCC2 Product or Long-Term PCC1 Product, the following provisions apply:

(a) Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Clean Energy Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Clean Energy Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used Commercially Reasonable Efforts to comply with such change in law. **(STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009).** As used above, any capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(b) Transfer of Renewable Energy Credits. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used Commercially Reasonable Efforts to comply with such change in law. **(STC REC-1, Non-modifiable. D.11-01-025)**. As used above, any capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(c) Tracking of RECs in WREGIS. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **(STC REC-2, Non-modifiable. D.11-01-025).** As used above, any capitalized terms not otherwise defined herein shall have the meaning specified in the Assignment Agreement.

(d) Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **(STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009).**

(e) Seller Representations and Warranties.

Seller represents and warrants:

(i) Seller has the right to sell the Assigned Product from the Applicable Project;

(ii) Seller has not sold the Assigned Product or any REC or other attributes of the Assigned Product to be transferred to Buyer to any other person or entity;

(iii) the Energy component of the Assigned Product produced by the Applicable Project and purchased by Seller for resale to Buyer hereunder is not being sold by Seller back to the Applicable Project or PPA Supplier;

(iv) Assigned Energy and Assigned RECs to be purchased and sold pursuant to this Agreement are not committed to another party;

(v) the Assigned Product is free and clear of all liens or other encumbrances;

(vi) Seller will deliver to Buyer all Assigned Energy and associated RECs generated by the Applicable Project for PCC1 Product in compliance with the requirements set forth in California Public

Utilities Code Section 399.16(b)(1) and the California RPS compliance requirements for Portfolio Content Category 1 as set forth in CPUC Decision 11-12-052, if applicable;

(vii) Seller will deliver to Buyer all Assigned Energy and associated RECs generated by the Applicable Project for PCC2 Product in compliance with the requirements set forth in California Public Utilities Code 399.16(b)(2) and the California RPS compliance requirements for Portfolio Content Category 2 as set forth in CPUC Decision 11-12-052, if applicable;

(viii) Seller will deliver to Buyer all Assigned Energy and associated RECs generated by the Applicable Project for Long-Term PCC1 Product in compliance with the California Long-Term Contracting Requirements, if applicable;

(ix) the Assigned Product supplied to Buyer under this Agreement that is Long-Term PCC1 Product will be sourced solely from Applicable Projects that have an Assignment Period of ten years or more in length, or otherwise in compliance with the California Long Term Contracting Requirements; and

(x) Seller will cooperate and work with Buyer, the CEC, and/or the CPUC to provide any documentation required by the CPUC or CEC to support the Product's classification as Portfolio Content Category 1 or Portfolio Content Category 2, as applicable as set forth in California Public Utilities Code Sections 399.16(b)(1) or 399.16(b)(2), as applicable, and compliance with the California Long-Term Contracting Requirements, if applicable.

Seller further represents and warrants to Buyer that, to the extent that the PCC1 Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, Seller represents, warrants and covenants that the resale complies with the following conditions in (i) through (iv) below during the Assignment Period and throughout the generation period:

(i) the original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(1);

(ii) this Agreement transfers only electricity and RECs that have not yet been generated prior to the Assignment Period;

(iii) the electricity transferred by this Agreement is transferred to Buyer in real time; and

(iv) if the Applicable Project has an agreement to dynamically transfer electricity to a California balancing authority, the transactions implemented under this Agreement are not contrary to any condition imposed by a balancing authority participating in the dynamic transfer arrangement.

Seller further represents and warrants to Buyer that, to the extent that the PCC2 Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, Seller represents, warrants and covenants that the resale complies with the following conditions in (i) through (v) below during the Assignment Period and throughout the generation period:

(i) the original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(2);

(ii) this Agreement transfers only electricity and RECs that have not yet been generated prior to the Assignment Period;

(iii) this Agreement transfers the original arrangement for substitute electricity (e.g., source and quantity);

(iv) this Agreement retains the scheduling of the substitute electricity into a California balancing authority as set out in the original firming and shaping transaction; and

(v) this Agreement continues to provide incremental electricity scheduled into a California balancing authority.

(f) Subsequent Changes in Law. In the event that the qualifications or requirements of the RPS program, PCC1 Product, PCC2 Product or the California Long-Term Contracting Requirements change, Seller shall take Commercially Reasonable actions to meet the amended qualifications or requirements of the RPS Law, PCC1 Product or the California Long-Term Contracting Requirements but will not be required to incur any unreimbursed costs to comply with the RPS Law, PCC1 or the California Long-Term Contracting Requirements, collectively.

(g) Limitations. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree as follows:

(i) Seller has relied exclusively upon the representations and warranties of each respective seller set forth in the Assigned Agreements in making the representations and warranties set forth in this Section 5.4 and has not performed any independent investigation with respect thereto;

(ii) In the event that any representation or warranty in this Section 5.4 proves to be incorrect in any respect, Seller agrees that it shall exercise its right to terminate the Assignment Period to the extent that it is a party to the relevant Assignment Agreement, and Buyer agrees that it shall exercise its right to terminate the Assignment Period to the extent that it is a party to such Assignment Agreement;

(iii) Buyer agrees that its sole recourse for any breach of the provisions of this Section 5.4 shall be the termination of the applicable

Assignment Period and Buyer shall have no other recourse against Seller or remedies under this Agreement; and

(iv) Section 5.4(d) shall only apply to the provisions of this Section 5.4 and all other provisions of this Agreement shall remain subject to and interpreted in accordance with Section 18.3.

Section 5.5 Deliveries within CAISO or Another Balancing Authority. The Parties acknowledge that Energy delivered by Seller at a Delivery Point within CAISO or another Balancing Authority will be delivered in accordance with the CAISO Tariff and rules of the Balancing Authority as applicable. Scheduling such Energy in accordance with the requirements of the applicable Balancing Authority shall constitute delivery of such Energy to Buyer, provided that any Assigned Products associated with the Energy are also delivered to Buyer hereunder.

Section 5.6 Assigned Products. Notwithstanding anything to the contrary herein, the Parties shall have no liability under this Article V with respect to any Assigned Products.

ARTICLE VI.
PARTIAL ASSIGNMENTS OF PPAS

Section 6.1 Future PPA Assignments. [Subsequent to the Initial EPS Energy Period], the Project Participant, Seller, Buyer and the Issuer shall cooperate to obtain EPS Compliant Energy for delivery hereunder in accordance with the Assignment Letter Agreement.

Section 6.2 Updates to Exhibits A-1 and A-2.

(a) To the extent that an EPS Energy Period terminates or expires and Assigned Energy is not available for delivery immediately following (i) the end of the period for which Force Majeure is deemed to occur in the event of an early termination or (ii) the expiration of an EPS Energy Period, the Parties shall update (i) Exhibit A-1 to reflect an increase in the Hourly Quantities of Base Energy and (ii) Exhibit A-2 to reflect a decrease in the Monthly Projected Quantity of Assigned Energy thereunder, in each case, in an amount equal to the Assigned Energy associated with the EPS Energy Period that terminated or expired.

(b) In connection with the execution of any subsequent Assignment Agreement, the Parties shall update Exhibits A-1 and A-2 to reflect (i) appropriate decreases in the Hourly Quantities of Base Energy and increases in the Monthly Projected Quantity of Assigned Energy and (ii) any other changes in connection therewith.

ARTICLE VII.
SELLER AS AGENT; DELEGATION OF AUTHORITY

Section 7.1 Seller as Agent. Buyer hereby appoints and directs Seller as its agent and Seller agrees to issue notices and other communications, billing statements and to take any other actions that Buyer is required or permitted to take under any of the agreements entered into by Buyer in connection with the Clean Energy Project, including the Prepaid Agreement and this Agreement (collectively, the "Transaction Documents"); provided that, its agency role

hereunder shall be limited to ordinary course actions required in connection with the Clean Energy Project and, for the avoidance of doubt, Seller shall have no right to waive, modify or amend the terms of this Agreement on Buyer's behalf or to act on Buyer's behalf with respect to any dispute under this Agreement.

In exercising this agency power, Seller shall have the authority to take any such actions as it deems necessary under the Transaction Documents.

Section 7.2 Remarketing of Energy. To the extent Buyer is obligated to remarket Energy pursuant to the provisions of Exhibit C of the Prepaid Agreement, Seller shall remarket such Energy on Buyer's behalf as Buyer's agent in accordance with the terms of Exhibit C to the Prepaid Agreement and, subject to the terms of Section 3.2(b) hereof; and Seller agrees to comply with the terms of and perform all obligations set out in such Exhibit C to the Prepaid Agreement as if Seller were the "Seller" referred to therein. In the event that Seller (a) reasonably determines that interest on the Bonds is not excluded from gross income for federal income tax purposes due to a change in Law, (b) receives an opinion of counsel to such effect (provided that such opinion of counsel shall be rendered by counsel of nationally recognized standing in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States) and (c) notifies Buyer of such determination (which notice shall include a copy of the opinion of counsel referenced in clause (b)), Buyer agrees that it shall promptly deliver a corresponding notice to the Issuer pursuant to [the second sentence of Section 4(c) of Exhibit C] to the Prepaid Agreement.

Section 7.3 Standard of Performance. Notwithstanding anything to the contrary herein, with respect to Seller's conduct and performance of its agency role, Seller shall conduct itself consistent with and observe the same standard of care as it has in similar transactions in which Seller has acted as the seller under prepaid commodity sales agreements, and Buyer acknowledges and agrees that Seller shall have no obligation to observe a standard of care greater than it does in such similar transactions or to take any actions or measures beyond those it typically takes in connection with such transactions. Seller shall not be liable for any action taken or omitted by it in acting as agent on behalf of Buyer.

Section 7.4 Performance Obligations; Limitations on Agency Authority. Buyer shall retain its performance obligations and Seller shall assume no performance obligations under the Transaction Documents other than as expressly provided herein or therein. In acting as agent, Seller, in its sole discretion, may direct any action, decision or determination to be made by Buyer to Buyer's board.

ARTICLE VIII.
REPRESENTATIONS AND WARRANTIES

Section 8.1 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Execution Date as follows:

(a) it is duly organized and validly existing under the Laws of the state in which it is organized;

(b) it has all requisite power and authority to conduct its business, to own its properties and to execute, deliver and perform its obligations under this Agreement;

(c) there is no litigation, action, suit, proceeding or investigation pending or, to the best of such Party's knowledge, threatened, before or by any Government Agency, which could reasonably be expected to materially and adversely affect the performance by such Party of its obligations under this Agreement or that questions the validity, binding effect or enforceability hereof, any action taken or to be taken by such Party pursuant hereto, or any of the transactions contemplated hereby;

(d) the execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary action on the part of such Party and do not require any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party;

(e) this Agreement has been duly executed and delivered on behalf of such Party by an appropriate officer or authorized Person of such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally and by general principles of equity;

(f) the execution, delivery and performance of this Agreement by such Party shall not violate any provision of any Law, order, writ, judgment, decree or other legal or regulatory determination applicable to it;

(g) the execution, delivery and performance by such Party of this Agreement, and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its financial obligations under this Agreement, shall not result in any violation of any term of any material contract or agreement applicable to it, or any of its charter or bylaws or of any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, Law or ordinance applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties or obligations are bound or affected, or of any determination or award of any arbitrator applicable to it, and shall not conflict with, or cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets;

(h) to the best of the knowledge and belief of such Party, no consent, approval, order or authorization of, or registration, declaration or filing with, or giving of notice to, obtaining of any license or permit from, or taking of any other action with respect to, any Government Agency is required in connection with the valid authorization, execution, delivery and performance by such Party of this Agreement or the consummation of any of the transactions contemplated hereby other than those that have been obtained; and

(i) it enters this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by both Parties, considers this Agreement a legally enforceable contract.

Section 8.2 Additional Representations and Warranties of Buyer. As a material inducement to entering into this Agreement, Buyer hereby represents and warrants to Seller as of the Execution Date that Buyer is entering into this Agreement for the purpose of acquiring Energy for sale to the Issuer pursuant to the Prepaid Agreement.

Section 8.3 Warranty of Title. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Energy sold under this Agreement and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY SELLER IN THIS ARTICLE VIII, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8.4 Notice of PSC Remarketing Termination. Buyer covenants and agrees that it shall provide prompt notice to Seller if the Project Participant makes a PSC Remarketing Termination for any Reset Period.

ARTICLE IX.
TAXES

Seller shall (i) be responsible for all ad valorem, excise and other taxes assessed with respect to Energy delivered pursuant to this Agreement upstream of the Delivery Points, and (ii) indemnify Buyer and its Affiliates for any such taxes paid by Buyer or its Affiliates. Buyer shall (x) be responsible for all such taxes assessed at or downstream of the Delivery Points, and (y) indemnify Seller and its Affiliates for any such taxes paid by Seller or its Affiliates.

ARTICLE X.
JURISDICTION; WAIVER OF JURY TRIAL

Section 10.1 Consent to Jurisdiction. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EITHER PARTY ARISING OUT OF OR RELATING HERETO SHALL BE BROUGHT EXCLUSIVELY IN (A) THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN, (B) THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK OR (C) THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA IN ANY OTHER STATE. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH ARTICLE XVI; AGREES THAT SERVICE AS PROVIDED ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT.

Section 10.2 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING UNDER THIS AGREEMENT. THE

SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 10.2 AND EXECUTED BY EACH OF THE PARTIES), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY A COURT.

ARTICLE XI.
FORCE MAJEURE

Section 11.1 Applicability of Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall mitigate the Force Majeure with all reasonable dispatch. For the duration of the Claiming Party's non-performance (and only for such period), the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Section 11.2 Settlement of Labor Disputes. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance, and the failure of a Party to settle such strikes, lockouts or other industrial disturbances shall not prevent the existence of Force Majeure or of reasonable dispatch to remedy the same.

ARTICLE XII.
GOVERNMENTAL RULES AND REGULATIONS

Section 12.1 Compliance with Laws. This Agreement shall be subject to all present and future Laws of any Government Agency having jurisdiction, and neither Party has knowingly undertaken or will knowingly undertake or knowingly cause to be undertaken any activity that would conflict with such Laws; *provided*, however, that nothing herein shall be construed to restrict or limit either Party's right to object to or contest any such Law, or its

application to this Agreement or the transactions undertaken hereunder, and neither acquiescence therein or compliance therewith for any period of time shall be construed as a waiver of such right.

Section 12.2 Contests. Excluding all matters involving a contractual dispute between the Parties, no Party shall contest, cause to be contested or in any way actively support the contest of the equity, fairness, reasonableness or lawfulness of any terms or conditions set forth or established pursuant to this Agreement, as those terms or conditions may be at issue before any Government Agency in any proceeding, if the successful result of such contest would be to preclude or excuse the performance of this Agreement by either Party.

Section 12.3 Defense of Agreement. Excluding all matters involving a contractual dispute between the Parties, each Party shall hereafter defend and support this Agreement before any Government Agency in any proceeding, if the substance, validity or enforceability of all or any part of this Agreement is hereafter directly challenged or if any proposed changes in regulatory practices or procedures would have the effect of making this Agreement invalid or unenforceable or would otherwise materially affect the rights or obligations of the Parties under this Agreement.

ARTICLE XIII.
ASSIGNMENT

Neither Party shall assign this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that, Seller may, upon written notice to Buyer and without Buyer's consent, assign this Agreement to an Affiliate of Seller (which assignment shall constitute a novation) to the extent that either (i) the Morgan Stanley Guarantee continues to apply to the obligations of such assignee hereunder or (ii) the assignee provides to Buyer a Morgan Stanley Guarantee.

ARTICLE XIV.
PAYMENTS

Section 14.1 Monthly Statements.

(a) No later than the 5th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period, Buyer shall deliver or cause to be delivered to Seller a statement (a "Buyer's Statement") listing any other amounts due to Buyer in connection with this Agreement with respect to the prior Month(s).

(b) No later than the 10th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period (the "Billing Date"), Seller shall deliver a statement (a "Billing Statement") to Buyer indicating (i) the total amount due to Buyer, if any, under this Agreement with respect to the prior Month(s), (ii) any amounts due to Seller under this Agreement with respect to the prior Month(s), and (iii) the net amount due to Buyer or Seller. If the actual quantity delivered is not known by the Billing Date, Seller may provisionally prepare a Billing Statement based on Seller's best available knowledge of the quantity of Energy delivered, which shall not exceed the sum of

the Contract Quantity of all Delivery Hours in such Month plus any make-up quantities delivered during such Month. The invoiced quantity and amounts paid thereon (with interest calculated on the amount overpaid or underpaid by Buyer at the Default Rate) will then be adjusted on the following Month's Billing Statement, as actual delivery information becomes available based on the actual quantity delivered. The Parties acknowledge and agree that all amounts owed to and from Buyer in connection with the Clean Energy Project shall be paid pursuant to the Master Custodial Agreement, and the Billing Statement may be provided by Seller in the form of a consolidated statement regarding all amounts owed to and from Buyer in connection with the Clean Energy Project for each Month, including payments to be made under this Agreement, the Funding Agreement, the Prepaid Agreement and the Seller Swap (as defined in the Prepaid Agreement).

(c) Upon request by either Party, the other Party shall deliver such supporting documentation of the foregoing as such requesting Party may reasonably request.

Section 14.2 Payment.

(a) If the Billing Statement indicates an amount due from Buyer, then Buyer shall remit such amount to Seller by wire transfer (pursuant to Seller's instructions), in immediately available funds, on or before the later of (i) the 25th day of the Month following the most recent Month to which such Billing Statement relates, or (ii) the 10th day following Buyer's receipt of Seller's Billing Statement, or if either such day is not a Business Day, the following Business Day. If the Billing Statement indicates an amount due from Seller, then Seller shall remit such amount to Buyer by wire transfer (pursuant to Buyer's instructions), in immediately available funds, on or before the later of (i) the 22nd day of the Month following the most recent Month to which such Billing Statement relates, or (ii) the 10th day following Seller's receipt of Buyer's Statement, or if either such day is not a Business Day, the preceding Business Day.

(b) If Buyer fails to issue a Buyer's Statement with respect to any Month, Seller shall not be required to estimate any amounts due to Buyer for such Month, *provided* that Buyer may include any such amount on subsequent Buyer's Statements issued within the next sixty (60) days. The sixty (60)-day deadline in this subsection (b) replaces the two (2)-year deadline in Section 14.5 with respect to any claim by any non-delivering Party of inaccuracy in any estimated invoice issued or payment made pursuant to this subsection (b).

Section 14.3 Payment of Disputed Amounts. If Seller disputes any amounts included in the Buyer's Statement, Seller shall (a) (except in the case of manifest error) nonetheless calculate the Billing Statement based on the amounts included in Buyer's Statement and (b) pay any amount required by the Billing Statement in accordance with Section 14.2 without regard to any right of set-off, counterclaim, recoupment or other defenses to payment that Seller may have; *provided*, however, that Seller shall have the right, after payment, to dispute any amounts included in a Buyer's Statement or otherwise used to calculate payments due under this Agreement pursuant to Section 14.5(b). If Buyer disputes any amounts included in the Billing Statement, Buyer may withhold payment to the extent of the disputed amount; *provided*, however, that interest shall be due at the Default Rate for any withheld amount later found to have been properly due.

Section 14.4 Late Payment. If a Party owing a net payment under Section 14.2 fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at the Default Rate.

Section 14.5 Audit; Adjustments.

(a) A Party shall have the right, at its own expense, upon reasonable notice to the other Party and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other Party to the extent reasonably necessary, but only to such extent, to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. This right to examine, audit, and obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Agreement.

(b) Each Buyer's Statement and each Billing Statement shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such Buyer's Statement or Billing Statement is objected to in writing, with adequate explanation and/or documentation, within two (2) years after the applicable Month of Energy delivery.

(c) All retroactive adjustments shall be paid in full by the Party owing payment within 30 days of notice and substantiation of such inaccuracy. If the Parties are unable to agree upon any retroactive adjustments requested by either Party within the time period specified in Section 14.5(b), then either Party may pursue any remedies available with respect to such adjustments at law or in equity. Retroactive adjustments for payments made based on incorrect Buyer's Statements or Billing Statements shall bear interest at the Default Rate from the date such payment was made. Buyer shall cause the Issuer to comply with the provisions of Section 14.5(a) to the extent necessary to allow Seller to verify any amounts due under this Agreement.

Section 14.6 Netting. Seller shall not be entitled to net any amounts due and owing by it hereunder, but Buyer shall be entitled to net any outstanding amounts due and owing by Seller against Buyer's monthly payments.

ARTICLE XV.
PURCHASES OF PUT RECEIVABLES

With respect to any Put Receivables (as defined in [Exhibit G] to the Prepaid Agreement), Seller agrees to accept the transfer of Put Receivables from Buyer as a credit against amounts due from Buyer hereunder.

ARTICLE XVI.
NOTICES

Any notice, demand, or request required or authorized by this Agreement to be given by one Party to another Party shall be in writing and shall either be sent by electronic means, courier, or personally delivered (including overnight delivery service) to each of the notice recipients and addresses specified in Exhibit B for the receiving Party. Any such notice, demand, or request shall be deemed to be given (i) on the date it is delivered by electronic means, or (ii)

when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon 10 days' prior written notice to the other Party, to change its list of notice recipients and addresses in Exhibit B. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, a Party may at any time notify the other Party that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission such time shall be ineffective.

ARTICLE XVII.
DEFAULT; REMEDIES; TERMINATION

Section 17.1 Seller Default. Each of the following events shall constitute a "Seller Default" under this Agreement:

(a) Seller fails to pay when due any amounts owed to Buyer pursuant to this Agreement and such failure continues for two Business Days after receipt by Seller of notice thereof, unless Morgan Stanley has made such payment under the Morgan Stanley Guarantee;

(b) Seller: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vii); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

(c) any representation or warranty made by Seller in this Agreement proves to have been incorrect in any material respect when made; or

(d) the Morgan Stanley Guarantee ceases to be in full force and effect or is declared to be null and void, or Morgan Stanley contests the validity or enforceability of the

Morgan Stanley Guarantee; provided that for the avoidance of doubt, no such event will occur as a consequence of Morgan Stanley becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding.

Section 17.2 Buyer Default. Each of the following events shall constitute a "Buyer Default" under this Agreement:

(a) Buyer fails to pay when due any amounts owed to Seller pursuant to this Agreement and such failure continues for five Business Days after receipt by Buyer of notice thereof;

(b) Buyer (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained, in each case within 30 days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vii); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(c) any representation or warranty made by Buyer in this Agreement proves to have been incorrect in any material respect when made.

Section 17.3 Optional Non-Default Termination Event. The following shall constitute an "Optional Non-Default Termination Event" under this Agreement.

Termination Related to:	Optional Non-Default Termination Event:	Potential Terminating Party:
PSC Remarketing Termination	Buyer provides notice to Seller that the Project Participant has provided a valid Remarketing Termination Notice (under	Seller

and as defined in the Power Supply Contract) for any Reset Period.

Section 17.4 Automatic Non-Default Termination Event. An "Automatic Non-Default Termination Event" shall occur upon the occurrence of an Energy Delivery Termination Date under the Prepaid Agreement.

Section 17.5 Remedies and Termination.

(a) Default and Optional Non-Default Termination. If at any time a Seller Default, a Buyer Default or an Optional Non-Default Termination Event has occurred and is continuing, then the Terminating Party, by notice to the other Party specifying the relevant Seller Default or Buyer Default, may designate a day not earlier than the day such notice is deemed given under Article XVI as the Early Termination Date; provided, however, that:

(i) Seller must deliver such notice within ten Business Days of the occurrence of an Optional Non-Default Termination Event due to a PSC Remarketing Termination by the Project Participant in order to designate an Early Termination Date and Seller shall no longer have the right to designate an Early Termination Date with respect to such PSC Remarketing Termination if it fails to deliver such notice within ten Business Days; and

(ii) an Early Termination Date shall occur as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence of (A) a Seller Default specified in Section 17.1(b) or (B) a Buyer Default specified in Section 17.2(b).

(b) Automatic Non-Default Termination. The Early Termination Date shall occur automatically upon the occurrence of any Automatic Non-Default Termination Event.

(c) Effect of Early Termination. As of the Early Termination Date, (i) the Delivery Period shall end, (ii) the obligation of Seller to make any further deliveries of Energy to Buyer under this Agreement shall terminate (iii) the obligation of Buyer to receive deliveries of Energy from Seller under this Agreement will terminate and (iv) Buyer shall be obligated to pay the EMA Termination Fee to Seller to the extent such Early Termination Date is not a result of (A) a Seller Default or (B) the occurrence of an Energy Delivery Termination Date due to a Ledger Event under the Prepaid Agreement; provided that, notwithstanding the foregoing, Seller's obligations, if any, relating to the transfer of Receivables under Exhibit C shall continue until the end of the then-current Interest Rate Period.

(d) EMA Termination Fee. On any Early Termination Date established hereunder that is not the result of (i) a Seller Default or (ii) a Ledger Event, Buyer shall pay the EMA Termination Fee to Seller. Such amounts shall be paid together with interest thereon (before as well as after judgment) from (and including) the Early Termination Date to (but excluding) the date such amount is paid, at the Default Rate. The Parties acknowledge that it is impractical and difficult to assess actual damages as a result of a termination of the Delivery Period under this Agreement, and the Parties therefore agree that the payment of the EMA Termination Fee is a fair

and reasonable pre-estimate of the actual damages that would be incurred by Seller as a result of termination of the Delivery Period under this Agreement for any reason and is not a penalty. The obligation of Buyer to pay the EMA Termination Fee on the Early Termination Date is unconditional, irrespective of the validity or enforceability of this Agreement or any other agreement contemplated hereby, any waiver or consent by Seller or any other circumstances that might otherwise constitute a legal or equitable discharge of Buyer or a defense of Buyer to pay the EMA Termination Fee.

(e) Exclusive Termination Rights. Neither this Agreement nor the Delivery Period may be terminated for any reason except as specified in Article II and in this Article XVII.

Section 17.6 [Reserved.]

Section 17.7 Adequate Assurance. If reasonable grounds for insecurity of payments due from Buyer under this Agreement arise, Seller may demand, and Buyer shall provide within three Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the termination of or default under the Funding Agreement and/or such facts and circumstances which would constitute reasonable grounds for insecurity under the New York Uniform Commercial Code, Section 2-609. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by Seller, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account or a performance bond. The Parties agree that in the event Buyer fails to provide such adequate assurance as demanded within three Business Days of such demand, Seller shall have the right to suspend further deliveries of Energy to Buyer under this Agreement and shall not be obligated to restore such deliveries until the first day of the Month after such demand has been satisfied.

Section 17.8 Limitation on Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF EITHER PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. IN DETERMINING THE APPROPRIATE MEASURE OF

DAMAGES THAT WOULD MAKE THE PARTIES WHOLE, THE PARTIES HAVE THOROUGHLY CONSIDERED, INTER ALIA, THE UNCERTAINTY OF FLUCTUATIONS IN COMMODITY PRICES, THE ABILITY AND INTENTION OF THE PARTIES TO HEDGE SUCH FLUCTUATIONS, THE BARGAINED-FOR ALLOCATION OF RISK, THE KNOWLEDGE, SOPHISTICATION AND EQUAL BARGAINING POWER OF THE PARTIES, THE ARM'S-LENGTH NATURE OF THE NEGOTIATIONS, THE SPECIAL CIRCUMSTANCES OF THIS AGREEMENT, THE ACCOUNTING AND TAX TREATMENT OF THE TRANSACTION BY THE PARTIES, AND THE ENTERING INTO OF OTHER TRANSACTIONS IN RELIANCE ON THE ENFORCEABILITY OF THE LIQUIDATED DAMAGES PROVISIONS CONTAINED HEREIN. THE PARTIES ACKNOWLEDGE THAT THIS IS A SALE OF GOODS SUBJECT TO ARTICLE 2 OF THE NEW YORK UNIFORM COMMERCIAL CODE, INCLUDING WITHOUT LIMITATION, §§ 2-706(6), 2-711, 2-718, AND 2-719.

ARTICLE XVIII.
MISCELLANEOUS

Section 18.1 Indemnification Procedure. With respect to each indemnification included in this Agreement, the indemnity is given to the fullest extent permitted by applicable Law and the following provisions shall be applicable. The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim and the indemnifying Party shall have the right to assume its investigation and defense, including employment of counsel, and shall be obligated to pay related court costs, attorneys' fees and experts' fees and to post any appeals bonds; *provided*, however, that the indemnified Party shall have the right to employ at its expense separate counsel and participate in the defense of any Claim. The indemnifying Party shall not be liable for any settlement of a Claim without its express written consent thereto. In order to prevent double recovery, the indemnified Party shall reimburse the indemnifying Party for payments or costs incurred in respect of an indemnity with the proceeds of any judgment, insurance, bond, surety or other recovery made by the indemnified Party with respect to a covered event.

Section 18.2 Entirety; Amendments. This Agreement and the Re-Pricing Agreement, including the exhibits and attachments hereto and thereto, constitute the entire agreement between the Parties and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and thereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed herein and in the Re-Pricing Agreement. Except for any matters that, in accordance with the express provisions of this Agreement, may be resolved by oral agreement between the Parties, no amendment, modification or change herein shall be enforceable unless reduced to writing and executed by both Parties.

Section 18.3 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLE THAT WOULD DIRECT THE APPLICATION OF ANOTHER JURISDICTION'S LAW.

Section 18.4 No-Waiver. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party granting such waiver. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

Section 18.5 Severability. If any provision of this Agreement, or the application thereof, shall for any reason be invalid or unenforceable, then to the extent of such invalidity or unenforceability, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable Law, so long as the economic and legal substance of the transactions contemplated hereby is not affected in any materially adverse manner as to either Party.

Section 18.6 Exhibits. Any and all Exhibits referenced in this Agreement are hereby incorporated herein by reference and shall be deemed to be an integral part hereof.

Section 18.7 Winding Up Arrangements. All indemnity and confidentiality obligations, audit rights, and other provisions specifically providing for survival shall survive the expiration or termination of this Agreement. The expiration or termination of this Agreement shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination or (b) the consequences of any breach or default of any warranty or covenant contained in this Agreement. All obligations and liabilities described in the preceding sentence of this Section 18.7, and applicable provisions of this Agreement creating or relating to such obligations and liabilities, shall survive such expiration or termination.

Section 18.8 Relationships of Parties. The Parties shall not be deemed to be in a relationship of partners or joint venturers by virtue of this Agreement. Neither Party shall have any authority to bind the other to any agreement. This Agreement is intended to secure and provide for the services of each Party as an independent contractor.

Section 18.9 Deliveries. No later than the date of the issuance of the Bonds, Seller will deliver to Buyer a Morgan Stanley Guarantee guaranteeing Seller's payment obligations under this Agreement to Buyer.

Section 18.10 Rates and Indices. If the source of any publication used to determine the index or other price used in the Contract Index Price should cease to publish the relevant prices or should cease to be published entirely, an alternative index or other price will be used based on the determinations made under [Section 18.11] of the Prepaid Agreement.

Section 18.11 Counterparts. This Agreement may be executed and acknowledged in multiple counterparts and by the Parties in separate counterparts, each of which shall be an original and all of which shall be and constitute one and the same instrument.

Section 18.12 U.S. Resolution Stay. The Parties hereby confirm that to the extent they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("ISDA U.S. Stay Protocol"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, Seller shall be deemed to be a Regulated Entity and Buyer shall be deemed to be an Adhering Party. In the event of any inconsistencies

between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

Section 18.13 Waiver of Defenses. Seller waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available to Seller with regard to Seller's obligations pursuant to the terms of this Agreement.

Section 18.14 Rate Changes.

(a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver clause (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and further refined in NRG Power Marketing v. Maine Public utilities Commission, 558 U.S. 165 (2010) (the "Mobile-Sierra" doctrine).

(b) In addition, and notwithstanding the foregoing clause (a), to the fullest extent permitted by applicable Law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable Law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable Law or market conditions that may occur. In the event it were to be determined that applicable Law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this clause (b) shall not apply, provided that, consistent with the foregoing clause (a), neither Party shall seek any such changes except solely under the "public interest" application of the "just and reasonable" standard of review and otherwise as set forth in the foregoing clause (a).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first written above.

MORGAN STANLEY CAPITAL GROUP INC.

By: _____
Name: _____
Title: _____

ENERGY PREPAY [_], LLC
By: Morgan Stanley Capital Group Inc., its Manager

By: _____
Name: _____
Title: _____

EXHIBIT A-1
BASE ENERGY HOURLY QUANTITIES

[To be attached.]

EXHIBIT A-2
EPS ENERGY PERIOD MONTHLY PROJECTED QUANTITY

[To be attached.]

EXHIBIT A-3
ANNUAL QUANTITY

[To be attached.]

EXHIBIT B

NOTICES

IF TO SELLER:	Morgan Stanley Capital Group Inc. 1585 Broadway New York, NY 10036-8293
Contract and Legal Notices:	Attn: Miscellaneous Notices 24 Hour Line: (914) 225-1500 Email: msdoc-misc-notices@morganstanley.com CCCFA_2026[X]_ms_notices@morganstanley.com
Scheduling:	Attn: Scheduling Team 24 Hour Line: (914) 225-1500 Email: schedulers@morganstanley.com
Payments/Invoicing/ Statements:	Attn: Commodities Settlements Phone: (443) 627-6673 Email: commodpsg@morganstanley.com
IF TO BUYER:	Energy Prepay [_], LLC c/o Morgan Stanley & Co. LLC [1585 Broadway New York, NY 10036-8293] Email: CCCFA_2026[X]_ms_notices@morganstanley.com With a mandatory copy to: Email: msdoc-misc-notices@morganstanley.com
Contract and Legal Notices:	Attn: Prepay Contacts 24 Hour Line: (914) 225-1500 Email: schedulers@morganstanley.com; CCCFA_2026[X]_ms_notices@morganstanley.com
Scheduling:	Attn: Scheduling Team 24 Hour Line: (914) 225-1500 Email: schedulers@morganstanley.com
Payments/Invoicing/ Statements:	Attn: Manager, Energy Settlements Phone: (212) 762-3723 Fax: (914) 750-1434 Email: commodpsg@morganstanley.com

EXHIBIT C

RECEIVABLES PURCHASES

[To be attached.]

NOTICE LETTER

[____], 2026

Silicon Valley Clean Energy Authority
298 South Sunnyvale Ave
Sunnyvale, CA 94086
Attention: Monica Padilla, CEO
Phone: (408) 721-5301
Email:
With a copy to:
Email:

California Community Choice Financing Authority
1125 Tamalpais Avenue
San Rafael, CA 94901
Email: notices@cccfa.org

U.S. Bank Trust Company, National Association
633 W. 5th Street, 24th Floor
Los Angeles, CA 90071
Attention: Lauren Costales
Email: lauren.costales@usbank.com

Re: Notice of Updated Exhibit A and Exhibit B to Custodial Agreement

Ladies and Gentlemen:

Reference is made to that certain Consolidated PPA Custodial Agreement dated as of May 7, 2026 among California Community Choice Financing Authority (the "Issuer"), Silicon Valley Clean Energy Authority ("Participant"), Morgan Stanley Capital Group Inc. ("MSCG"), Morgan Stanley Energy Structuring, L.L.C. ("MSES") and U.S. Bank Trust Company, National Association (the "Custodian" and together with the Issuer, the Participant, MSCG and MSES, the "Parties", and each individually, a "Party"), as amended from time to time, the "Custodial Agreement". Any capitalized term used in this notice letter and not otherwise defined herein shall have the meaning assigned to such term in the Custodial Agreement.

Pursuant to Section 3(c) of the Custodial Agreement, MSCG hereby notifies the Parties that MSCG has updated Exhibit A and Exhibit B to the Custodial Agreement to reflect updated bank information for Participant and certain PPA Sellers. Accordingly, MSCG hereby delivers updated Exhibit A and Exhibit B, which are attached hereto and shall be Exhibit A and Exhibit B under the Custodial Agreement effective as of the date hereof.

[*Signature Page Follows*]

Very truly yours,

MSCG

MORGAN STANLEY CAPITAL GROUP INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

ASSIGNED PPAS

[To be incorporated.]

EXHIBIT B

PREPAY CONTRACT CHAINS AND RELATED NOTICE AND PAYMENT INFORMATION

[To be incorporated.]

PRELIMINARY OFFICIAL STATEMENT DATED [_____], 2026

Chapman Draft 09.28.26

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE - BOOK-ENTRY ONLY **RATING: (SEE "RATING" HEREIN)**

In the opinion of Barnes & Thornburg LLP, Bond Counsel to CCCFA, interest on the Bonds is excludable from gross income for purposes of federal income tax, under existing laws as of the date of initial delivery of the Bonds and assuming continuing compliance with the requirements of federal tax law. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the adjusted financial statement income of applicable corporations for purposes of computing the alternative minimum tax imposed on such corporations. Bond Counsel is also of the opinion that, under existing law, interest on the Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

[CCCFA LOGO]/ [KESTREL LOGO]

$[_____]*
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS

$_____
SERIES 2026[_]-1 (GREEN BONDS)
(TERM RATE)

$_____
SERIES 2026[_]-2 (GREEN BONDS)
(SOFR INDEX RATE)

DATED: Date of Delivery **DUE: As shown on the inside cover**

California Community Choice Financing Authority (*"CCCFA"*) is issuing its Clean Energy Project Revenue Bonds, Series 2026[_]-1 (Green Bonds) (Term Rate) (the "*Series 2026[_]-1 Bonds*") and its Clean Energy Project Revenue Bonds, Series 2026[_]-2 (Green Bonds) (SOFR Index Rate) (the "*Series 2026[_]-2 Bonds*" and, together with the Series 2026[_]-1 Bonds, the *"Bonds"*), under a Trust Indenture between CCCFA and U.S. Bank Trust Company, National Association, as Trustee. The Bonds will be issued in book-entry form through the facilities of The Depository Trust Company (*"DTC"*). Purchases of the Bonds will be made in book-entry form through DTC participants in denominations of $5,000 or any multiple thereof. Payments of principal of, premium, if any, and interest on the Bonds will be made directly to DTC and will subsequently be disbursed to DTC participants and thereafter to Beneficial Owners of the Bonds, all as described herein. Capitalized terms used and not otherwise defined on this cover page have the meanings set forth herein.

From their initial issue date (the *"Initial Issue Date"*) to and including [_____ __], 20[__]* (the *"Initial Interest Rate Period"*), (i) the Series 2026[_]-1 Bonds will bear interest in a Term Rate Period and (ii) the Series 2026[_]-2 Bonds will bear interest in a SOFR Index Rate Period, all as shown on the inside cover page and described herein. During the Initial Interest Rate Period, interest on the Series 2026[_]-1 Bonds is payable semiannually on each [_____] 1* and [_____] 1*, commencing [_____] 1, 20[__]*, and interest on the Series 2026[_]-2 Bonds is payable on the first Business Day of each month, commencing on the first Business Day of [_____], 2026*. The Bonds are subject to optional and extraordinary mandatory redemption and mandatory tender for purchase at the option of CCCFA during the Initial Interest Rate Period.

Proceeds of the Bonds will be used to prepay the costs of the acquisition of EPS Compliant Energy to be delivered over approximately 30 years under a Prepaid Energy Sales Agreement (the *"Prepaid Energy Sales Agreement"*), between Energy Prepay [__], LLC, a Delaware limited liability company (the "*Energy Supplier*") and CCCFA. "*EPS Compliant Energy*" means three-phase, 60-cycle alternating current electric energy ("*Energy*") that the Project Participant (hereinafter defined) can contract for and purchase in compliance with California's Emissions Performance Standards (*"EPS"*), as set forth in Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, and any successor Law, that are applicable to the Project Participant. Pursuant to the Prepaid Energy Sales Agreement, the Energy Supplier is obligated to deliver specified quantities of EPS Compliant Energy to CCCFA (the *"Prepaid Energy"*), make certain payments for any Prepaid Energy not delivered, remarket quantities of Base Energy (defined herein) in respect of Prepaid Energy not taken by the Project Participant and make a Termination Payment upon any early termination of the Prepaid Energy Sales Agreement. Any such Termination Payment (defined herein) will be applied to the mandatory redemption of the Bonds in whole.

The Energy Supplier will [deliver a specified amount from the prepayment it receives from CCCFA under an Investment Agreement] (the *"Funding Agreement"*) with [_____] (the *"Funding Recipient"*). The Energy Supplier will also enter into an Energy Management Agreement (the *"Energy Management Agreement"*) with Morgan Stanley Capital Group Inc. (*"MSCG"*). Under the Energy Management Agreement, MSCG will sell electricity to the Energy Supplier in the quantities and at the delivery points necessary for the Energy Supplier to meet its obligations to CCCFA under the Prepaid Energy Sales Agreement and for CCCFA to meet its obligations to the Project Participant under the Power Supply Contract (as defined herein). The monthly payments made by the Funding Recipient under the Funding Agreement will provide amounts sufficient to enable the Energy Supplier to meet its payment obligations under the Energy Management Agreement and, if applicable, the Energy Supplier Commodity Swap. The payment obligations of MSCG under the Energy Management Agreement and the Interest Rate Swap are unconditionally guaranteed by Morgan Stanley under separate guarantee agreements.

CCCFA will sell all of the Prepaid Energy acquired under the Prepaid Energy Sales Agreement to Silicon Valley Clean Energy Authority (*"SVCE"* or the *"Project Participant"*) under a Power Supply Contract (the *"Power Supply Contract"*) between CCCFA and the Project Participant. Under the terms of the Prepaid Energy Sales Agreement and the Power Supply Contract, the Project Participant may assign its rights to the delivery of EPS Compliant Energy under existing and future power purchase agreements to the Energy Supplier or to MSCG for ultimate delivery of such EPS Compliant Energy from such agreements to the Project Participant. The Project Participant has entered into a limited assignment agreement relating to specific power purchase agreement(s) as of the Date of Delivery.

* Preliminary, subject to change.

The Bonds have been designated "Green Bonds". Kestrel has provided an independent external review and opinion that the Bonds conform with the four core components of the International Capital Market Association Green Bond Principles, and therefore qualify for Green Bonds designation. See "DESIGNATION OF BONDS AS GREEN BONDS" and Second Party Opinion by Kestrel set forth herein.

THE PAYMENT OF THE BONDS IS NOT GUARANTEED BY THE ENERGY SUPPLIER, MSCG, MSCS, MORGAN STANLEY, THE FUNDING RECIPIENT, THE UNDERWRITER, THE COMMODITY SWAP COUNTERPARTY, THE INVESTMENT AGREEMENT PROVIDER, CCCFA OR ITS MEMBERS, OR THE PROJECT PARTICIPANT. THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF CCCFA, THE MEMBERS OF CCCFA, THE PROJECT PARTICIPANT, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OF THE STATE AND NEITHER THE FAITH AND CREDIT OF CCCFA NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO PAYMENTS PURSUANT TO THE INDENTURE OR THE BONDS. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF CCCFA, PAYABLE SOLELY FROM AND SECURED SOLELY BY THE TRUST ESTATE, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE INDENTURE.

This Official Statement describes the Bonds only during the Initial Interest Rate Period and must not be relied upon if the Bonds are converted to any other interest rate period. The purchase and ownership of the Bonds involve investment risk and may not be suitable for all investors. This cover page is not intended to be a summary of the terms of or the security for the Bonds. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds, giving particular attention to the matters discussed under "INVESTMENT CONSIDERATIONS" herein.

The Bonds are offered, when, as and if issued by CCCFA and accepted by the Underwriter, subject to the approval of validity by Barnes & Thornburg LLP, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for CCCFA by its General Counsel, for the Project Participant by Chapman and Cutler LLP; for the Energy Supplier by Sheppard, Mullin, Richter & Hampton LLP; and for the Underwriter by Nixon Peabody LLP. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about [_____], 2026.

Morgan Stanley

This Official Statement is dated _____, 2026.

$[_____]*
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS, SERIES 2026[_] (GREEN BONDS)

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS AND CUSIP NUMBERS[1]

$_____ SERIES 2026[_]-1 BONDS
(TERM RATE)

MATURITY DATE*	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	CUSIP
[_____]				

$_____ SERIES 2026[_]-2 BONDS
(SOFR INDEX RATE)

MATURITY DATE	APPLICABLE FACTOR[2]	INDEX	APPLICABLE SPREAD[3]	CUSIP
[_____]		SOFR Index		

* Preliminary; subject to change.

1 CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above have been provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc., and are included solely for the convenience of bondholders only. CCCFA and the Underwriter make no representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to a refunding in whole or in part of the Bonds.

2 Applicable Factor means the percentage or factor of the SOFR Index used to calculate the SOFR Index Rate for the Series 2026[_]-2 Bonds. The Applicable Factor will remain constant for the duration of the initial SOFR Index Rate Period. See "THE BONDS – *Interest – Interest on the Series 2026[_]-2 Bonds*" herein.

3 Applicable Spread means the margin added to the product of the Applicable Factor and the SOFR Index to determine the SOFR Index Rate. The Applicable Spread will remain constant for the duration of the initial SOFR Index Rate Period. See "THE BONDS – *Interest – Interest on the Series 2026[_]-2 Bonds*" herein.

The information contained in this Official Statement has been obtained from CCCFA, the Project Participant, the Energy Supplier, MSCG, MSCS, the Funding Recipient, Morgan Stanley, the Commodity Swap Counterparty, DTC and other sources believed to be reliable. This Official Statement is submitted in connection with the sale of the securities described herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement speaks only as of its date and the information contained in this Official Statement is subject to change without notice and neither the delivery of this Official Statement nor any sale made by means of it shall, under any circumstances, create any implication that there have not been changes in the affairs of any party since the date of this Official Statement.

No broker, dealer, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering made hereby and, if given or made, such information or representations must not be relied upon as having been authorized by CCCFA or the Underwriter. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

The Bonds will not be registered under the Securities Act of 1933, as amended, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other government entity or agency has or will have passed upon the adequacy of this Official Statement or, except for CCCFA, approved the Bonds for sale.

In making an investment decision, investors must rely on their own examination of the terms of the offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. No commission or authority has confirmed the accuracy or determined the adequacy of this document.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE MARKET PRICES OF THE BONDS. SUCH TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

CCCFA and the Project Participant each maintain a website and certain social media accounts. However, the information presented on such website and on such accounts is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds. References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 of the United States Securities and Exchange Commission.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. CCCFA does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

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PROJECT PARTICIPANT

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U.S. Bank Trust Company, National Association

FINANCIAL ADVISOR

PFM Financial Advisors LLC

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OFFICIAL STATEMENT

$[_____]*
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS
SERIES 2026[_] (GREEN BONDS)

$_____	**$_____**
SERIES 2026[_]-1	**SERIES 2026[_]-2**
(TERM RATE)	**(SOFR INDEX RATE)**

INTRODUCTION

This Official Statement, which includes the cover page and appendices attached hereto, contains information concerning (a) California Community Choice Financing Authority (*"CCCFA"* or the *"Issuer"*), (b) CCCFA's Clean Energy Project Revenue Bonds, Series 2026[_]-1 (Green Bonds) (Term Rate) (the "*Series 2026[_]-1 Bonds*") and Series 2026[_]-2 (Green Bonds) (SOFR Index Rate) (the "*Series 2026[_]-2 Bonds*" and, together with the Series 2026[_]-1 Bonds, the *"Bonds"*), being issued in the aggregate principal amount of $[_____]*, and (c) the Clean Energy Project (defined below) being financed with proceeds of the Bonds. Capitalized terms used herein have the meanings shown in APPENDIX B.

California Community Choice Financing Authority

California Community Choice Financing Authority is a joint powers agency organized and existing under the laws of the State of California (the *"State"*) with the power to issue the Bonds and enter into the transaction documents described herein. As of the date of this Official Statement, the members of CCCFA are Ava Community Energy Authority, Central Coast Community Energy, Clean Power Alliance of Southern California, Marin Clean Energy and the Project Participant (Silicon Valley Clean Energy Authority) (each a *"Founding Member"*) and San Diego Community Power, Pioneer Community Energy, the City of San José through its community choice aggregator program known as San José Clean Energy, Sonoma Clean Power Authority, Valley Clean Energy Alliance, Orange County Power Authority, Desert Community Energy, Redwood Coast Energy Authority, and WestLight Energy (each an *"Associate Member"* and, together with the Founding Members and any additional members which may later be added as parties to the JPA Agreement, a *"Member"*). CCCFA is authorized to exercise the common powers of its Members and to undertake all actions permitted by the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the *"Act"*), in connection with the clean energy project, including the purchase of the Prepaid Energy and the sale thereof to the Project Participant, and the entry into of the related agreements described herein (referred to herein as the *"Clean Energy Project"*). See "CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY" and "COMMUNITY CHOICE AGGREGATORS" herein.

* Preliminary, subject to change.

The Bonds

The Bonds will be issued in two separate Series: the Series 2026[_]-1 Bonds and the Series 2026[_]-2 Bonds, as shown on the inside cover page and described herein.

From their Initial Issue Date to but not including [_____] 1, 20[__]*, which is the Final Maturity Date of the Bonds (the "*Initial Interest Rate Period*"), the Series 2026[_]-1 Bonds will bear interest at fixed Term Rates in a Term Rate Period and the Series 2026[_]-2 Bonds will bear interest at a SOFR Index Rate in a SOFR Index Rate Period. See "THE BONDS – *Interest*" herein.

The Bonds are subject to optional redemption, extraordinary mandatory redemption and mandatory tender for purchase at the option of CCCFA during the Initial Interest Rate Period as described herein.

The Bonds maturing on the Final Maturity Date are *"Extendable Maturity Bonds"* (as defined in the Indenture) and are subject to mandatory tender for purchase at the option of CCCFA in whole or in part on and after the first day of the third month preceding the Final Maturity Date. The date selected by CCCFA for the mandatory tender and purchase of the Bonds is a *"Mandatory Purchase Date"* under the Indenture. In the event that the Extendable Maturity Bonds are not refunded prior to the Final Maturity Date, CCCFA expects to require Bondholders to tender their Bonds for purchase and to remarket such Bonds with an extended Final Maturity Date (the *"Extended Final Maturity Date"*) as provided in the Indenture. Any Extended Final Maturity Date shall be no later than the first day of the second month following the end of the Delivery Period under the Prepaid Energy Sales Agreement described herein (*i.e.,* no later than [_____] 1, 20[__]*).

Under the Indenture, a "Failed Remarketing" will occur upon a failure of CCCFA to (i) establish an Extended Final Maturity Date and to deposit or cause to be deposited with the Trustee an amount equal to the principal amount of the Bonds due on the Final Maturity Date by noon New York City time on the fifth Business Day preceding the Final Maturity Date or (ii) purchase, redeem or pay the Bonds in whole by the Final Maturity Date (including from any funds on deposit in the Assignment Payment Fund and required to be used for such redemption). A Failed Remarketing is a Termination Payment Event and will result in an Early Termination Payment Date under the Prepaid Energy Sales Agreement and the final payment of the Bonds on the Final Maturity Date.

Security for the Bonds

The Bonds are issued pursuant to the authority contained in the Act and are issued and secured under a Trust Indenture, to be dated as of the first day of the month in which the Bonds are issued (the *"Indenture"*), between CCCFA and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*). The Bonds are special and limited obligations of CCCFA, are payable solely from and secured solely by the Trust Estate pledged by the Indenture and are expected to be paid from the revenues of the Clean Energy Project.

The payment of the principal of and premium, if any, and interest on the Bonds are secured by a pledge of all right, title and interest of CCCFA in and to the Trust Estate established by the Indenture, which Trust Estate includes (among other things) CCCFA's rights under the Power Supply Contract (except for the right to receive the Project Administration Fee), the Revenues, any Termination Payment payable by

* Preliminary; subject to change.

the Energy Supplier under the Prepaid Energy Sales Agreement, CCCFA's rights under the Receivables Purchase Provisions (as defined herein), CCCFA's rights with respect to the Debt Service Fund Agreement and Debt Service Fund Agreement Guaranty, if any, and the Pledged Funds (which does not include the Administrative Fee Fund, the Energy Remarketing Reserve Fund and the Bond Purchase Fund, and excluding Rebate Payments held in any Fund or Account), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. The pledge of and lien on the Trust Estate in favor of the Bonds is subject to certain provisions of the Indenture. The Bonds are expected to be paid from the Revenues which (among other things) include the revenues received by CCCFA under the Power Supply Contract and the Prepaid Energy Sales Agreement, Commodity Swap Receipts received by the Trustee on behalf of CCCFA under the CCCFA Commodity Swap and interest received or to be received on any moneys or securities (other than moneys or securities held in the Project Fund, moneys or securities held in the Redemption Account in the Debt Service Fund or that portion of moneys in the Operating Fund required for Rebate Payments) held pursuant to the Indenture and paid or required to be paid into the Revenue Fund. The Revenues are to be applied in accordance with the priorities established under the Indenture, including the payment from the Revenues of the Operating Expenses (as defined herein) of the Clean Energy Project. The Indenture includes provisions for the application of various other amounts under the Clean Energy Project that do not constitute Revenues.

Among other funds and accounts, the Indenture establishes a Revenue Fund, an Operating Fund, a Debt Service Account within the Debt Service Fund and a Commodity Swap Payment Fund, and establishes the funding requirements therefor. Scheduled Debt Service Deposits are required to be made into the Debt Service Account and will be initially invested pursuant to the Debt Service Account Investment Agreement described herein. See "SECURITY FOR THE BONDS—*Investment of Funds*".

THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF CCCFA, THE MEMBERS OF CCCFA, THE PROJECT PARTICIPANT, THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF CCCFA PAYABLE SOLELY FROM AND SECURED SOLELY BY THE TRUST ESTATE, IN THE MANNER AND TO THE EXTENT PROVIDED FOR IN THE INDENTURE. CCCFA HAS NO TAXING POWER. SEE "SECURITY FOR THE BONDS".

The Clean Energy Project

CCCFA is issuing the Bonds to finance the Clean Energy Project, which includes the cost of acquisition of a 30-year supply of EPS Compliant Energy (the *"Prepaid Energy"*) under a Prepaid Energy Sales Agreement between CCCFA and Energy Prepay [__], LLC, a Delaware limited liability company (the *"Energy Supplier"*) and the sale thereof to the Project Participant as hereinafter described. The Energy Supplier is a special purpose entity organized for the sole purpose of undertaking various aspects of the Clean Energy Project. MSCG is the sole member of the Energy Supplier.

The Clean Energy Project is structured to assist the Project Participant to procure a long-term supply of EPS Compliant Energy at attractive prices. In order to do so, the Clean Energy Project includes a feature whereby the Project Participant will assign to the Energy Supplier, or to MSCG, a portion of the Project Participant's rights and obligations (the *"Assigned Rights and Obligations"*) to receive certain quantities (*"Assigned Quantities"*) of EPS Compliant Energy (*"Assigned Energy"*), which assignments may include renewable energy credits (*"RECs"*), capacity, or other related products (collectively, *"Assigned Products"*) under existing and future power purchase agreements (*"PPAs"*). With respect to any such assignment to MSCG, MSCG will redeliver such Assigned Energy and other Assigned Products

to the Energy Supplier to meet the Energy Supplier's obligations to deliver Prepaid Energy to CCCFA under the Prepaid Energy Sales Agreement. CCCFA will then deliver such Assigned Energy and other Assigned Products to the Project Participant under its Power Supply Contract. See "THE CLEAN ENERGY PROJECT".

Under an Energy Management Agreement (the *"Energy Management Agreement"*) between MSCG and the Energy Supplier, MSCG has agreed to sell electricity to the Energy Supplier on a pay-as-you-go basis in the quantities and at the delivery points necessary, and has agreed to provide the necessary related services, to enable the Energy Supplier to meet its electricity delivery, payment, remarketing and Receivables Purchase obligations under the Prepaid Energy Sales Agreement.

The Prepaid Energy Sales Agreement, the Power Supply Contract, the Energy Management Agreement, the Funding Agreement, the Debt Service Account Investment Agreement, the CCCFA Commodity Swap, the Indenture, the Receivables Purchase Provisions, the Interest Rate Swap, the Bonds and related agreements have been structured so that, assuming timely performance and payment by the Energy Supplier, the Funding Recipient, the Investment Agreement Provider and the Project Participant of their respective contractual obligations, the Revenues available to CCCFA from the Clean Energy Project are calculated to be sufficient at all times to provide for the timely payment of Operating Expenses and the scheduled Debt Service requirements on the Bonds and the payments due under the Interest Rate Swap and the CCCFA Commodity Swap.

For a summary of certain terms and provisions of the Prepaid Energy Sales Agreement, see "THE PREPAID ENERGY SALES AGREEMENT".

The Project Participant

CCCFA has entered into a Power Supply Contract (the *"Power Supply Contract"*) for the sale of the Prepaid Energy with Silicon Valley Clean Energy Authority (*"SVCE"*), a joint powers authority and a community choice aggregator duly organized and existing under the laws of the State of California (the *"Project Participant"*). See "COMMUNITY CHOICE AGGREGATORS" for certain information with respect to California community choice aggregators. During the Delivery Period, the Project Participant will use the Prepaid Energy it purchases from CCCFA for sale to retail customers located in its established service area. For a summary of certain terms and provisions of the Power Supply Contract, see "THE POWER SUPPLY CONTRACT". See APPENDIX A for certain information with respect to the Project Participant.

The Prepaid Energy Sales Agreement

General. During the Delivery Period, the Prepaid Energy Sales Agreement provides for monthly deliveries by the Energy Supplier to CCCFA of the Annual Quantity of Prepaid Energy. To the extent (a) the Annual Quantity has not been delivered for the then-current Contract Year as of the end of a Month, and (b) the Assigned Quantities delivered under the initially Assigned PPA or any future Assigned PPA for any month is less than the Monthly Projected Quantity for such month, the Energy Supplier will be obligated to make a payment to CCCFA equal to the quantity of Assigned Energy not delivered multiplied by the Day-Ahead Average Price (any such payment, a *"Provisional Payment"*). After the Annual Quantity has been delivered for any Contract Year, the Energy Supplier shall pay CCCFA the Day-Ahead Average Price with respect to any remaining Monthly Projected Quantities for any such Contract Year. Other than the Energy Supplier's Provisional Payment obligation, neither CCCFA nor the Energy Supplier will have any liability or other obligation to one another for any failure to schedule, receive or deliver Assigned Energy,

as further discussed under "THE PREPAID ENERGY SALES AGREEMENT — *Assignment of Power Purchase Agreements*" herein. To the extent that EPS Compliant Energy is not available for delivery pursuant to the Prepaid Energy Sales Agreement, the Energy Supplier's obligation to deliver the Assigned Products will be replaced with an obligation to deliver firm (LD) energy ("*Base Energy*"), and the Energy Supplier is obligated to remarket Base Energy under the Prepaid Energy Sales Agreement and remit the proceeds thereof to CCCFA. The Energy Supplier is also obligated to make payments to CCCFA for Base Energy not delivered or remarketed under the Prepaid Energy Sales Agreement, including for *Force Majeure* events.

Replacement of Initially Assigned PPA. In the event of any expiration or termination of the Initial Assigned Rights and Obligations, the Project Participant is required to use Commercially Reasonable Efforts to assign replacement Assigned Rights and Obligations to MSCG or the Energy Supplier for delivery of Assigned Energy equal to the Prepaid Quantities (*"Replacement Assigned Rights and Obligations"*). **Assigned Rights and Obligations are expected to be in place for the entirety of the Initial Reset Period, and Base Energy is not expected to be delivered during the Initial Reset Period.**

Provisional Payments and Energy Remarketing. In the event Assigned Quantities equivalent to the Monthly Projected Quantities for any month are not delivered under an Assigned PPA, and the Annual Quantity has not been delivered as of the end of that month, the Energy Supplier will be obligated to pay the Provisional Payment to CCCFA. To the extent that the Energy Supplier makes one or more Provisional Payments to CCCFA in any Contract Year and the Annual Quantity is not delivered in full within such Contract Year, the Energy Supplier will be deemed to have remarketed such Assigned Quantities not delivered (other than the amount that was not delivered due to Force Majeure) and to have purchased such Assigned Quantities for its own account (at a price equal to the weighted average price of such Provisional Payments), and such purchase will constitute a private-business use sale. In such case, the Project Participant shall be obligated to use Commercially Reasonable Efforts to remediate the proceeds of such sales with other qualifying purchases of Energy. To the extent the Project Participant has not remediated the proceeds of any such sale within twelve months of the first day of the Month prior to the Month in which CCCFA or the Project Participant receives the proceeds of such sale, the Energy Supplier is required to use Commercially Reasonable Efforts to remediate such proceeds through Qualifying Sales to Municipal Utilities.

In the event of any expiration or termination of an Assigned PPA, the Project Participant is required to use Commercially Reasonable Efforts to enter into a new limited assignment agreement relating to one or more additional PPAs, providing for the assignment of its rights to delivery of quantities of EPS Compliant Energy equivalent to the Prepaid Quantities for the term of such assignment. To the extent the Project Participant exercises Commercially Reasonable Efforts to enter into such a limited assignment but is unable to do so, then, subject to certain conditions, the Energy Supplier shall be obligated to remarket Base Energy and purchase such Base Energy for its own account at the applicable index price, and the Project Participant shall be obligated to use Commercially Reasonable Efforts to remediate the proceeds of such sales with other qualifying purchases of energy. See "THE PREPAID ENERGY SALES AGREEMENT – *Energy Remarketing*" and "THE POWER SUPPLY CONTRACT – *Remarketing of Energy*".

Base Energy is not expected to be delivered during the Initial Reset Period.

Termination of Energy Deliveries. The occurrence of an Energy Delivery Termination Event will automatically result in the termination of electricity deliveries under the Prepaid Energy Sales Agreement as of the date of such event (the *"Energy Delivery Termination Date"*). The events that constitute an Energy

Delivery Termination Event are described under the caption "THE PREPAID ENERGY SALES AGREEMENT – *Energy Delivery Termination Events*" and include (among other things): (a) the occurrence of a Ledger Event; and (b) the designation of an early termination date under the Energy Management Agreement upon the occurrence of an MSCG Default or an Energy Supplier Default (an *"EMA Early Termination Date"*) and the Energy Supplier is unable to enter into a replacement Energy Management Agreement by the date that is 120 days following such EMA Early Termination Date.

If an Energy Delivery Termination Date occurs, the obligations of the Energy Supplier and CCCFA to deliver and receive electricity will terminate, and the Energy Supplier will be required to pay scheduled monthly amounts to CCCFA until the earlier of (a) the Month in which an Early Termination Payment Date occurs or (b) the last scheduled due date for such monthly amounts. Such scheduled monthly amounts are payable to the Trustee for deposit into the Revenue Fund and have been calculated to be sufficient, along with other funds anticipated to be on hand, to enable the Trustee to make the transfers required by the Indenture in respect of Scheduled Debt Service Deposits. *The use of these scheduled payments (in lieu of payments made by the Project Participant under the Power Supply Contract) to make Scheduled Debt Service Deposits and debt service payments on the Bonds could, under certain circumstances, adversely affect the continued tax-exempt status of interest on the Bonds*.

Early Termination of the Prepaid Energy Sales Agreement. The occurrence of an Acceleration Event will result in both an Energy Delivery Termination Date and an Early Termination Payment Date under the Prepaid Energy Sales Agreement. The events that constitute an Acceleration Event are described under the caption "THE PREPAID ENERGY SALES AGREEMENT—*Acceleration Events*" and include (among other things) (a) the acceleration of the Funding Recipient's payment obligations under the Funding Agreement due to [a Funding Recipient Event of Default] thereunder, or (b) the occurrence of a Failed Remarketing.

If an Acceleration Event occurs, except in the case of a Failed Remarketing, the Energy Supplier is required to pay a scheduled termination payment (the *"Termination Payment"*) to CCCFA on the last Business Day of the Month following the Month in which the Acceleration Event occurs (the "*Early Termination Payment Date*"). In the case of an Acceleration Event resulting from a Failed Remarketing, the Early Termination Payment Date will be the last business day of the current Interest Rate Period.

If an Early Termination Payment Date occurs, the Bonds will be subject to extraordinary mandatory redemption in whole, or payable upon final maturity, on the first day of the next Month. The amount of the Termination Payment declines over time. The Termination Payment payable by the Energy Supplier, together with the amounts required to be on deposit in certain Funds and Accounts held by the Trustee, has been calculated to provide a sum at least sufficient to pay the Redemption Price of the Bonds, assuming that the Energy Supplier, the Investment Agreement Provider and the Funding Recipient pay their respective contract obligations when due. A performance shortfall from any one of these entities could result in a payment shortfall to Bondholders.

See "THE PREPAID ENERGY SALES AGREEMENT" and "THE BONDS — *Redemption — Extraordinary Mandatory Redemption*". A schedule of the amount of the Termination Payment for each month during the initial Reset Period under the Prepaid Energy Sales Agreement is attached as APPENDIX I.

The Funding Agreement

[Upon receipt of the prepayment proceeds from CCCFA under the Prepaid Energy Sales Agreement, the Energy Supplier will deliver a specified amount from such proceeds to the Funding Recipient under an Investment Agreement (the *"Funding Agreement"*) between the parties. Such amount will earn a fixed rate of interest. The Funding Agreement will mature by its terms on the last Business Day preceding the Final Maturity Date of the Bonds (the *"Funding Agreement Final Maturity Date"*) unless terminated earlier.

The Funding Agreement provides for monthly withdrawals of scheduled amounts (the "*Scheduled Withdrawal Amounts*"), including a final withdrawal of the unamortized balance of the amount invested on the Final Maturity Date (the "Final Payment Amount") payable to the Energy Supplier. The monthly Scheduled Withdrawal Amounts provide amounts sufficient to enable the Energy Supplier to meet its payment obligations (other than those in respect of the Receivables Purchase Provisions) under the Prepaid Energy Sales Agreement, the Energy Management Agreement and the Energy Supplier Commodity Swap.

The ability of the Energy Supplier to meet its obligations under the Prepaid Energy Sales Agreement, the Energy Management Agreement and the Energy Supplier Commodity Swap will directly and materially depend upon full and timely performance of the Funding Recipient under the Funding Agreement. Any failure by the Funding Recipient to timely pay the Scheduled Withdrawal Amounts or the Final Payment Amount when due under the Funding Agreement will result in an inability of the Energy Supplier to meet its contractual obligations to CCCFA and a shortfall in the amounts necessary for CCCFA to pay the principal, interest, Redemption Price and purchase price due on the Bonds. The Funding Agreement is an unsecured obligation of the Funding Recipient. See "INVESTMENT CONSIDERATIONS—*Performance by Others*."]

Energy Management Agreement

Under the Energy Management Agreement, MSCG has agreed to sell electricity to the Energy Supplier on a pay-as-you-go basis in the quantities and at the delivery points necessary to enable the Energy Supplier to meet its electricity delivery obligations under the Prepaid Energy Sales Agreement. MSCG has also agreed to remarket electricity and make payments to the Energy Supplier that enable it to meet its obligations under the Prepaid Energy Sales Agreement, including payments for Base Energy not delivered or taken under the Energy Management Agreement for any reason, including force majeure events. MSCG is appointed as the Energy Supplier's agent for taking all actions that the Energy Supplier is required or permitted to take under the Prepaid Energy Sales Agreement, the Energy Supplier Commodity Swap, the Re-Pricing Agreement and (with respect to ordinary course transactions) the Energy Management Agreement. MSCG's electricity delivery, payment, remarketing and Receivables Purchase obligations under the Energy Management Agreement mirror the corresponding obligations of the Energy Supplier under the Prepaid Energy Sales Agreement. The Energy Supplier may net any outstanding amounts due and owing to it by MSCG against its monthly payments to MSCG, but MSCG is not entitled to net any amounts due and owing to it against its monthly payments to the Energy Supplier. See "THE ENERGY MANAGEMENT AGREEMENT."

The Receivables Purchase Provisions

The Prepaid Energy Sales Agreement contains provisions (the "*Receivables Purchase Provisions*") designed to mitigate the risk of non-payment by the Project Participant under the Power Supply Contract.

Upon a payment default by the Project Participant, the Receivables Purchase Provisions require CCCFA to put, and require the Energy Supplier, as Receivables Purchaser, to purchase, the amount equal to the non-payment by the Project Participant ("Put Receivables" or "Receivables"). Amounts received by the Trustee from the sale of Put Receivables will be deposited into the Revenue Fund and applied in accordance with the priorities established under the Indenture.

Under the Energy Management Agreement, MSCG has agreed to accept as payment from the Energy Supplier all Put Receivables purchased by the Energy Supplier under the Receivables Purchase Provisions.

See "THE PREPAID ENERGY SALES AGREEMENT—*Receivables Purchase Provisions*".

The Power Supply Contract

The Power Supply Contract provides for the sale to the Project Participant of the Prepaid Energy to be delivered to CCCFA over the term of the Prepaid Energy Sales Agreement. Such Prepaid Energy will be comprised of the Assigned Quantities under Assigned PPAs and, to the extent such Assigned Quantities are less than the Prepaid Quantities for any measurement period specified in the Power Supply Contract and the Energy Supplier is otherwise unable to deliver make-up quantities of EPS Compliant Energy, Base Energy. Under the Power Supply Contract, CCCFA has agreed to deliver, and the Project Participant has agreed to purchase, such Assigned Quantities and to cause the remarketing of any Base Energy during the Delivery Period. Base Energy is required to be remarketed under the Prepaid Energy Sales Agreement, subject to the requirements set forth therein. Under certain circumstances, as described under the heading "THE PREPAID ENERGY SALES AGREEMENT – *Provisional Payments and Energy Remarketing*," the Energy Supplier will be required to purchase such Base Energy for its own account.

The payments required to be made under the Power Supply Contract, together with any net amounts received by CCCFA under the CCCFA Commodity Swap and Interest Rate Swap described below, constitute the primary and expected source of the Revenues pledged to the payment of the Bonds. The obligations of the Project Participant under the Power Supply Contract are payable solely from revenues of the Project Participant derived from its community choice aggregator power supply operations. Under the Power Supply Contract, the Project Participant makes payments directly to the Trustee for deposit into the Revenue Fund. See "THE POWER SUPPLY CONTRACT".

THE OBLIGATION OF THE PROJECT PARTICIPANT TO MAKE PAYMENTS TO CCCFA UNDER THE POWER SUPPLY CONTRACT IS NOT, NOR SHALL IT BE CONSTRUED AS, A GUARANTY OR ENDORSEMENT OF OR A SURETY FOR, THE BONDS. SUCH OBLIGATION OF THE PROJECT PARTICIPANT IS NOT A GENERAL OBLIGATION OF THE PROJECT PARTICIPANT AND IS PAYABLE SOLELY FROM THE REVENUES DERIVED FROM SALES OF ENERGY TO THEIR CUSTOMERS. THE INDENTURE DOES NOT MORTGAGE THE CLEAN ENERGY PROJECT OR ANY TANGIBLE PROPERTIES OR ASSETS OF CCCFA OR THE PROJECT PARTICIPANT.

Re-Pricing Agreement

On the initial issue date of the Bonds, CCCFA and the Energy Supplier will enter into a Re-Pricing Agreement (the *"Re-Pricing Agreement"*), which provides for (a) the determination of Energy Delivery Periods subsequent to the Initial Reset Period to correspond to the related Interest Rate Periods on the Bonds

(*"Reset Periods"*) and (b) the determination of the amount of the discount (in US Dollars per MWh) to the Index Price that will be available for such Reset Period (the *"Available Discount"*) for sales of Energy to the Project Participant under the Power Supply Contract during each Reset Period.

The Initial Reset Period under the Prepaid Energy Sales Agreement ends one month before the end of the Initial Interest Rate Period, and each subsequent Reset Period will end one month before the end of the corresponding Interest Rate Period. The Initial Reset Period begins on the first day of [_____] 20[__]* and ends on the last day of [_____] 20[__]* (the "*Initial Reset Period*"). See "THE RE-PRICING AGREEMENT".

Interest Rate Swap

With respect to the Series 2026[_]-2 Bonds, CCCFA will enter into an interest rate swap agreement (the *"Interest Rate Swap"*) with MSCG (the *"Interest Rate Swap Counterparty"*), in order to match its payment obligations on the Series 2026[_]-2 Bonds with the expected Revenues of the Clean Energy Project. Under the Interest Rate Swap, CCCFA will pay amounts corresponding to the principal amount of the Series 2026[_]-2 Bonds at a fixed interest rate and will receive from the Interest Rate Swap Counterparty amounts corresponding to the principal amount of the Series 2026[_]-2 Bonds at a floating rate equal to the interest rate on the Series 2026[_]-2 Bonds. The term of the Interest Rate Swap will extend for the term of the Initial Interest Rate Period. See "THE INTEREST RATE SWAP."

Commodity Swaps

CCCFA Commodity Swap. CCCFA will enter into the CCCFA Commodity Swap under which CCCFA will pay a floating Energy price at a specified pricing point and will receive a fixed Energy price for the monthly notional quantities specified in the CCCFA Commodity Swap.

Energy Supplier Commodity Swap. The Energy Supplier will enter into the Energy Supplier Commodity Swap with the same Commodity Swap Counterparty under which the Energy Supplier pays a fixed price and the Commodity Swap Counterparty pays a floating price. The notional energy quantities under the Energy Supplier Commodity Swap match those under the CCCFA Commodity Swap and, accordingly, those under the Prepaid Energy Sales Agreement.

Term. The Commodity Swaps extend for the term of the Delivery Period under the Prepaid Energy Sales Agreement, but are subject to early termination upon the occurrence of certain events. Termination of either of the Commodity Swaps without replacement by CCCFA and the Energy Supplier will give rise to early termination rights under, and in some cases result in automatic termination of, the Prepaid Energy Sales Agreement, which would result in the extraordinary mandatory redemption of the Bonds pursuant to the Indenture.

Commodity Swap Counterparty. The commodity swap counterparty is [_____] (the "*Commodity Swap Counterparty*"). For a description of certain provisions of the Commodity Swaps, see "THE COMMODITY SWAPS." For information regarding the Commodity Swap Counterparty, see "THE COMMODITY SWAP COUNTERPARTY."

* Preliminary; subject to change.

Custodial Agreements. CCCFA will enter into a Custodial Agreement (the *"CCCFA Custodial Agreement"*), with the Commodity Swap Counterparty, the Trustee and U.S. Bank Trust Company, National Association, as Trustee and as custodian (in such capacity, the "*Custodian*") to administer payments under the CCCFA Commodity Swap. The Energy Supplier will enter into a separate Custodial Agreement with the Commodity Swap Counterparty, the Trustee and the Custodian, to administer payments under Energy Supplier Commodity Swap (the "*Energy Supplier Custodial Agreement,*" and together with the CCCFA Custodial Agreement, the "*Custodial Agreements*"). The Custodial Agreements contain provisions designed to mitigate risks to CCCFA and Bondholders resulting from a failure of a Commodity Swap Counterparty to make payments to CCCFA under the CCCFA Commodity Swap, and mitigate risks to the Energy Supplier resulting from a failure of a Commodity Swap Counterparty to make payments to the Energy Supplier under the Energy Supplier Commodity Swap. See "THE COMMODITY SWAPS—Custodial Agreements."

The Energy Supplier, MSCG and MSCS

The Energy Supplier. The Energy Supplier is a Delaware limited liability company organized for the sole purpose of entering into the transactions on its part with respect to the Clean Energy Project. MSCG is the sole member of the Energy Supplier, and will provide initial funding to the Energy Supplier by the purchase of a subordinated note of the Energy Supplier described herein (the *"Subordinated Note"*) and a capital contribution of $1 million. Morgan Stanley Capital Services LLC, a Delaware limited liability company (*"MSCS"*) will provide the Credit Default Swap described herein to the Energy Supplier in an amount that, together with the purchase price paid by MSCG to the Energy Supplier for the Subordinated Note and the capital contribution, equals at least three percent of the outstanding (unamortized) amount of the prepayment under the Prepaid Energy Sales Agreement (approximately $[__][*] million as of the Initial Issue Date).

The Energy Supplier, MSCG, CCCFA and The Bank of New York Mellon, as custodian (the *"Master Custodian*"), will enter into a Master Custodial Agreement (the *"Master Custodial Agreement"*) to administer the amounts payable to the Energy Supplier under the Funding Agreement, the Energy Management Agreement, the Prepaid Energy Sales Agreement, the Energy Supplier Commodity Swap and certain other agreements. These amounts are required to be deposited into a separate account held by the Master Custodian and applied to the payment of the amounts due from the Energy Supplier under the Prepaid Energy Sales Agreement, the Energy Management Agreement and, if applicable, the Energy Supplier Commodity Swap.

MSCG. MSCG, pursuant to the Energy Management Agreement, will act as the upstream electricity supplier to the Energy Supplier in connection with the Clean Energy Project. MSCG is the sole member and the manager of the Energy Supplier. MSCG is an indirect, wholly-owned subsidiary of Morgan Stanley. MSCG is engaged, among other things, in client facilitation and market-making activities in commodities and commodity derivative contracts. MSCG is registered as a swap dealer with the CFTC. The short term and long term issuer ratings of MSCG are "A-1" and "A+" from S&P Global Ratings and "P-1" and "Aa3" from Moody's.

MSCS. MSCS engages primarily in OTC derivative transactions as a market maker and provides trading related services to a broad range of customers and clients, including affiliates. MSCS is conditionally registered with the SEC as a security-based swap dealer and is registered as an OTC derivative

[*] Preliminary; subject to change.

dealer. MSCS is also registered with the CFTC as a swap dealer and is a member with ICE Clear Europe Ltd, ICE Clear Credit, LLC and LCH Clearnet Group Ltd. MSCS is an indirect subsidiary of Morgan Stanley. The short term and long term issuer ratings of MSCS are "A-1" and "A+" from S&P Global Ratings and "P-1" and "Aa3" from Moody's.

See "THE ENERGY SUPPLIER, MSCG, MSCS AND MORGAN STANLEY" and "THE PREPAID ENERGY SALES AGREEMENT—*Security*".

Certain Relationships

The Energy Supplier, which is also the Receivables Purchaser under the Prepaid Energy Sales Agreement, the lender under the Funding Agreement, the electricity purchaser under the Energy Management Agreement and a party to the Energy Supplier Commodity Swap, is wholly owned by MSCG. MSCG is the sole member of the Energy Supplier, the electricity seller and Receivables Purchaser under the Energy Management Agreement and the Interest Rate Swap provider, and is a wholly owned subsidiary of Morgan Stanley. Morgan Stanley & Co. LLC (*"MS&Co."*), the Underwriter, is a wholly owned subsidiary of Morgan Stanley. Morgan Stanley Capital Services, LLC ("*MSCS*"), which is the counterparty to the Credit Default Swap (defined below), is a wholly-owned subsidiary of Morgan Stanley. The payment obligations of MSCG under the Energy Management Agreement are unconditionally guaranteed by Morgan Stanley under a guarantee agreement (the *"Morgan Stanley Guarantee"*), and the payment obligations of MSCG under the Interest Rate Swap are unconditionally guaranteed by Morgan Stanley under a separate guarantee agreement (the *"Morgan Stanley Interest Rate Swap Guarantee"* and collectively with the Morgan Stanley Guarantee, the *"Morgan Stanley Guarantees"*).

The relationships described above could create one or more conflicts of interest or the appearance of such conflicts.

This Official Statement includes information regarding and descriptions of CCCFA, the Clean Energy Project, the Energy Supplier, MSCG, MSCS, Morgan Stanley, the Commodity Swap Counterparty, the Funding Recipient, the Project Participant and the Bonds, and summaries of certain provisions of the Indenture, the Power Supply Contract, the Prepaid Energy Sales Agreement, the Commodity Swaps, the Funding Agreement, the Energy Management Agreement, the Receivables Purchase Provisions, the Re-Pricing Agreement, the Debt Service Account Investment Agreement, the Interest Rate Swap and the Custodial Agreements referred to herein. Such descriptions and summaries do not purport to be complete or definitive, and such summaries are qualified by reference to such documents. Certain of these documents are available to prospective investors during the initial offering period of the Bonds and thereafter to Bondholders, in each case upon request to CCCFA. Descriptions of the Indenture, the Bonds, the Prepaid Energy Sales Agreement, the Power Supply Contract, the Commodity Swaps, the Funding Agreement, the Energy Management Agreement, the Debt Service Account Investment Agreement, the Custodial Agreements, the Receivables Purchase Provisions, the Interest Rate Swap and the Re-Pricing Agreement, and are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of police and regulatory powers by federal and state authorities.

This Official Statement describes the terms of the Bonds only during the Initial Interest Rate Period and must not be relied upon after the Bonds are converted to another Interest Rate Period.

THE CLEAN ENERGY PROJECT

CCCFA is issuing the Bonds to finance the Clean Energy Project, which includes the cost of acquisition of an approximately 30-year supply of EPS Compliant Energy (the "*Prepaid Energy*") under a Prepaid Energy Sales Agreement between CCCFA and Energy Prepay [__], LLC, a Delaware limited liability company (the *"Energy Supplier"*) and the sale thereof to the Project Participant as hereinafter described. The term "*EPS Compliant Energy*" means three-phase, 60-cycle alternating current electric energy ("*Energy*") that the Project Participant can contract for and purchase in compliance with California's Emissions Performance Standards (*"EPS"*), as set forth in Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, and any successor Law, that are applicable to the Project Participant.

Pursuant to the Prepaid Energy Sales Agreement, the Energy Supplier is obligated to deliver specified quantities of Prepaid Energy to CCCFA each Contract Year (the *"Prepaid Quantities"*), make certain payments for any Prepaid Quantities not delivered, remarket Prepaid Quantities not taken by the Project Participant and make a Termination Payment upon any early termination of the Prepaid Energy Sales Agreement in whole. Any such Termination Payment will be applied to the mandatory redemption of the Bonds in whole, or to the payment of the Bonds in full at the Final Maturity Date. For a summary of certain terms and provisions of the Prepaid Energy Sales Agreement, see "THE PREPAID ENERGY SALES AGREEMENT".

CCCFA has entered into a Power Supply Contract (the *"Power Supply Contract"*) for the sale of the Prepaid Energy with the Project Participant. During the Delivery Period, the Project Participant will use the Prepaid Energy it purchases from CCCFA for sale to retail customers located in its established service area. For a summary of certain terms and provisions of the Power Supply Contract, see "THE POWER SUPPLY CONTRACT". See APPENDIX A for certain information with respect to the Project Participant.

Assignment of Power Purchase Agreements by the Project Participant

California's EPS regulations, codified as Senate Bill 1368 (2006) ("*SB 1368*") prevents all California utilities, both privately and publicly owned, from signing long-term contracts from a specified source with a greenhouse gas emissions greater per unit of power than the emissions of greenhouse gases for combined-cycle natural gas baseload generation or from an unspecified source. For baseload generation procured under contracts, a long-term commitment is a contract of five years or longer, and the Project Participant has adopted long-term plans for the procurement of EPS Compliant Energy.

Right to Assign Existing and Future Power Purchase Agreements. The Clean Energy Project is structured to assist the Project Participant to procure a long-term supply of EPS Compliant Energy at attractive prices. In order to do so, the Clean Energy Project includes a feature whereby the Project Participant will assign to the Energy Supplier, or to MSCG, a portion of the Project Participant's rights and obligations (the "*Assigned Rights and Obligations*") to receive certain quantities ("*Assigned Quantities*") of EPS Compliant Energy ("*Assigned Energy*"), together with associated renewable energy credits ("*RECs*"), capacity, or other related products (collectively, "*Assigned Products*") under existing and future power purchase agreements ("*PPAs*"). With respect to any such assignment to MSCG, MSCG will redeliver such Assigned Energy and other Assigned Products to the Energy Supplier to meet the Energy Supplier's obligations to deliver Prepaid Energy to CCCFA under the Prepaid Energy Sales Agreement. CCCFA will then deliver such Assigned Energy and other Assigned Products to the Project Participant

under its Power Supply Contract. [In connection with the execution of the Prepaid Energy Sales Agreement and the Power Supply Contract, the Project Participant expects to enter into a limited assignment agreement (each, an "*Assignment Agreement*") relating to a specific PPA (the *"Initial Assignment Agreement"*) among the Project Participant, the Initial PPA Supplier and MSCG, to assign the Assigned Rights and Obligations (the "*Initial Assigned Rights and Obligations*") to the Energy Supplier beginning [_____ __], 20[__] and ending [_____ __], 20[__].]

In the event of any expiration, termination or anticipated termination of Assigned Rights and Obligations under the Assigned PPAs, the Project Participant is obligated to exercise Commercially Reasonable Efforts to assign Replacement Assigned Rights and Obligations to MSCG for delivery of EPS Compliant Energy to the Energy Supplier. The Project Participant has or expects to have additional power purchase agreements pursuant to which it purchases or expects to purchase EPS Compliant Energy and wherein its rights and obligations thereunder could be assigned to MSCG.

In the event of a termination of the Prepaid Energy Sales Agreement, the rights, title and interest under the Assigned PPAs will revert back to the Project Participant, who may continue to receive the EPS Compliant Energy delivered under such agreements at the price payable under the applicable Assigned PPA. In the event of a termination of an Assignment Agreement and the reversion of the related Assigned Rights and Obligations under an Assigned PPA to the Project Participant, no termination payment will be required to be made by CCCFA, the Energy Supplier or MSCG, provided that MSCG shall remain responsible for payment of any Assigned Product delivered prior to such termination.

Structure of the Clean Energy Project

The Prepaid Energy Sales Agreement, the Energy Management Agreement, the Power Supply Contract, the Funding Agreement, the Debt Service Account Investment Agreement, the CCCFA Commodity Swap, the Custodial Agreements, the Indenture, the Receivables Purchase Provisions, the Interest Rate Swap, the Bonds and related agreements have been structured so that, assuming timely performance and payment by the Energy Supplier, the Funding Recipient, MSCG, the Investment Agreement Provider and the Project Participant of their respective contractual obligations, the Revenues available to CCCFA from the Clean Energy Project are calculated to be sufficient at all times to provide for the timely payment of Operating Expenses and the scheduled Debt Service requirements on the Bonds and the payments due under the Interest Rate Swap and the CCCFA Commodity Swap. These arrangements include:

- The Energy Supplier is required to deliver Prepaid Energy under the Prepaid Energy Sales Agreement to CCCFA such that CCCFA can meet its obligations to the Project Participant under the Power Supply Contract. In the event Assigned Quantities equivalent to the Monthly Projected Quantities for any month are not delivered under the Assigned PPAs, the Energy Supplier will be required to make a payment to CCCFA equal to the quantity of Assigned Energy not delivered multiplied by the applicable index price. In the event the Energy Supplier fails to deliver Base Energy that is not otherwise required to be remarketed for any reason, including *force majeure* events, it is required to pay certain specified amounts to CCCFA.

- The Funding Recipient is required to make scheduled monthly payments under the Funding Agreement which will provide the Energy Supplier with amounts sufficient to make the

payments it is required to make to MSCG under the Energy Management Agreement and to the Commodity Swap Counterparty under the Energy Supplier Commodity Swap.

- The Project Participant has agreed to pay the Contract Price each month for the Assigned Quantities actually delivered in such month pursuant to the Power Supply Contract. In the event the Project Participant fails to pay when due any amounts owed under its Power Supply Contract, CCCFA has covenanted in the Indenture to exercise its right under the Power Supply Contract to suspend further deliveries of Prepaid Energy to the Project Participant and to give notice to the Energy Supplier to remarket such Prepaid Energy.

- In the event the Project Participant fails to pay when due any amounts owed under the Power Supply Contract, the Trustee is obligated to sell and the Energy Supplier is obligated to purchase Put Receivables in the amount of the Project Participant's non-payment. Under the Energy Management Agreement, MSCG has agreed to purchase all Put Receivables purchased by the Energy Supplier.

- In the event of a suspension of Prepaid Energy deliveries to the Project Participant, the Energy Supplier will remarket Base Energy pursuant to the Prepaid Energy Sales Agreement. The Prepaid Energy Sales Agreement requires specified payments for all Base Energy remarketed or purchased, less certain applicable fees.

- If the Commodity Swap Counterparty does not make a required payment under the CCCFA Commodity Swap and such payment remains unpaid after the expiration of any grace period, the Custodian under the terms of the Energy Supplier Custodial Agreement will pay the amount that the Energy Supplier paid under the Energy Supplier Commodity Swap (or in the event of termination of the Energy Supplier Commodity Swap, the amount that the Energy Supplier paid into the custodial account as if such Energy Supplier Commodity Swap were still in effect), which amount is held in custody, to the Trustee for deposit in the Revenue Fund pursuant to the Indenture, and such payment will be treated as a Commodity Swap Receipt.

- If an Energy Delivery Termination Date occurs under the Prepaid Energy Sales Agreement, the Energy Supplier is required to pay scheduled monthly amounts to CCCFA in lieu of Energy deliveries, which amounts are sufficient to enable CCCFA to make the Scheduled Debt Service Deposits required by the Indenture.

- If the Prepaid Energy Sales Agreement is terminated early, such termination will happen in conjunction with either the acceleration or final maturity of the Funding Agreement, at which time the Funding Recipient will be required to pay the Energy Supplier the final amount payable under the Funding Agreement, or the purchase by MSCG of the Funding Agreement from the Energy Supplier, which in any case will enable the Energy Supplier to pay the scheduled Termination Payment to CCCFA, as further described below.

- [_____], as provider of the Debt Service Account Investment Agreement (the *"Investment Agreement Provider"*) is required to make timely payment of scheduled amounts due under the Debt Service Account Investment Agreement which, together with other Revenues, provide sufficient monies to CCCFA to pay debt service.

The Prepaid Energy Sales Agreement provides certain energy delivery termination events (each, an *"Energy Delivery Termination Event"*) and certain acceleration events (each, an *"Acceleration Event"*). Upon the occurrence of an Energy Delivery Termination Event under the Prepaid Energy Sales Agreement, the obligation of the Energy Supplier and CCCFA to deliver and take Energy shall terminate, and if the Prepaid Energy Sales Agreement terminates as a result of an Acceleration Event, the Energy Supplier is required to pay the scheduled Termination Payment on the Early Termination Payment Date. In the event the Prepaid Energy Sales Agreement is terminated, the Series 2026[_]-1 Bonds are to be redeemed at their Amortized Value and the Series 2026[_]-2 Bonds are to be redeemed at 100% of their outstanding principal amount, plus, in each case, accrued interest to the redemption date, regardless of reinvestment rates at the time, or paid in full at the Final Maturity Date. See "THE BONDS—*Redemption—Extraordinary Mandatory Redemption.*"

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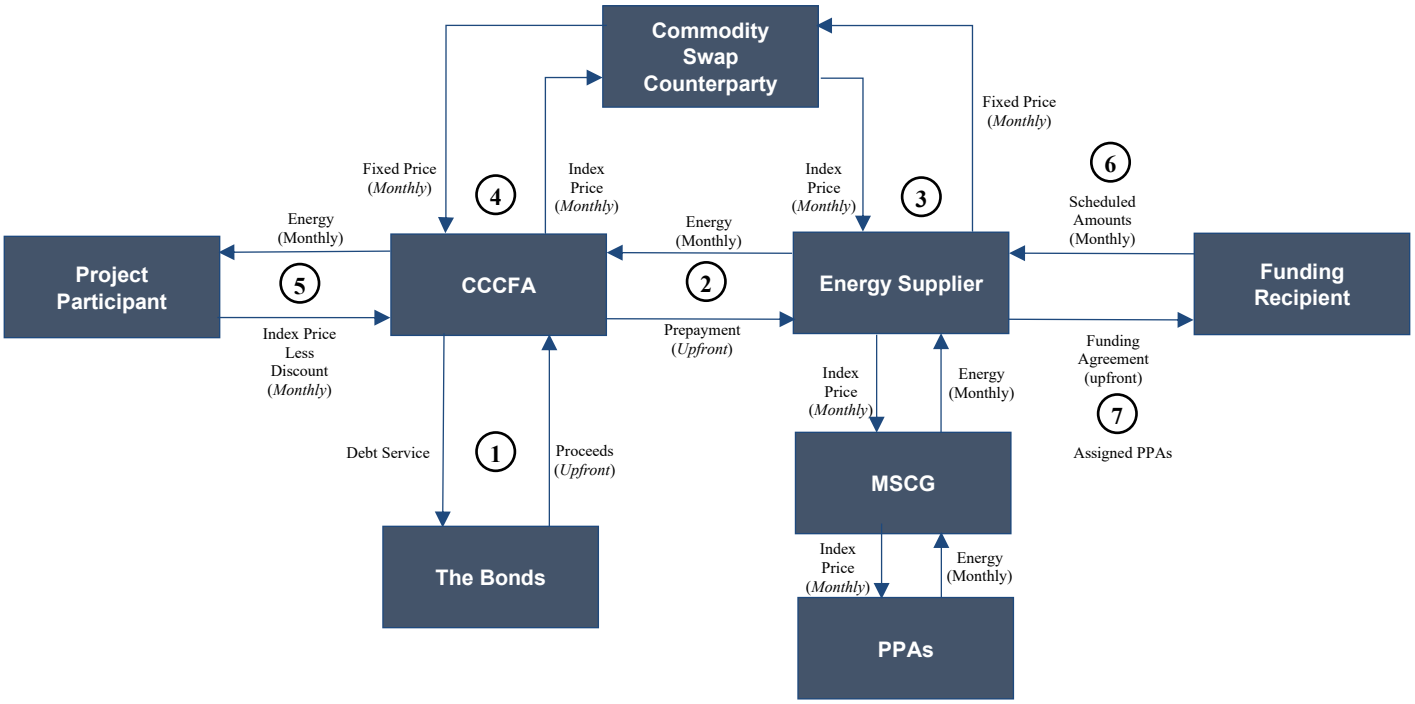
CLEAN ENERGY PROJECT TRANSACTION STRUCTURE



Transaction Overview

1. **Bond Issuance:** CCCFA issues the Bonds to fund the prepayment for Energy, pay capitalized interest, and pay costs of issuance. The Bonds will bear interest at fixed interest rates (or at floating rates swapped to a fixed rate under the Interest Rate Swap) during the Initial Interest Rate Period.

2. **Prepayment:** CCCFA will apply bond proceeds to prepay Energy Supplier for approximately 30 years of Energy deliveries. Under the Prepaid Energy Sales Agreement, Energy Supplier will be obligated to (a) deliver specified annual quantities of Energy each Contract Year, to be delivered on a monthly basis, to CCCFA for approximately 30 years; (b) make payments for (i) projected monthly quantities of Assigned Energy that are not delivered and (ii) hourly quantities of Base Energy that are remarketed based on the applicable index price; and (c) make a termination payment upon any early termination of the Prepaid Energy Sales Agreement, including upon a Failed Remarketing, as described herein.

3. **Energy Supplier Commodity Swap:** Energy Supplier enters into the Energy Supplier Commodity Swap with the Commodity Swap Counterparty to facilitate Energy Supplier's ability to purchase at index prices the specified Energy quantities required to be delivered each month throughout the term of the Prepaid Energy Sales Agreement. Payments from Energy Supplier to the Commodity Swap Counterparty under the Energy Supplier Commodity Swap will be held in trust in a third-party custodial account under the Energy Supplier Custodial Agreement and released only upon the Commodity Swap Counterparty's payment to CCCFA under the CCCFA Commodity Swap. In the event of non-payment by the Commodity Swap Counterparty, the Energy Supplier payment to the custodial account will be transferred to the Revenue Fund under the Indenture and treated as a Commodity Swap Receipt.

4. **CCCFA Commodity Swap:** CCCFA enters into the CCCFA Commodity Swap with the Commodity Swap Counterparty to facilitate its ability to sell specified Energy quantities required to be delivered to the Project Participant at index prices, creating the economic effect of fixing the discount below the index (market) price at which Energy is sold to the Project Participant. The CCCFA Commodity Swap enables CCCFA to sell prepaid quantities to the Project Participant at index prices while ensuring that the net revenues from Project Participant payments and the CCCFA Commodity Swap always equal or exceed debt service regardless of the index price of Energy at the time. Quantities, term, and delivery points for CCCFA Commodity Swap mirror those of the Energy Supplier Commodity Swap.

5. **Project Participant:** Under the Power Supply Contract, CCCFA will sell to the Project Participant all of the Energy delivered by the Energy Supplier on a pay-as-you-go basis at an index price less specified discounts determined to ensure that the month's net Energy sale revenues (net of swap payments and receipts) will enable CCCFA to make scheduled deposits to the Debt Service Account.

6. **Funding Agreement: [**The Energy Supplier and [_____] (the *"Funding Recipient"*) will enter into an Investment Agreement (the *"Funding Agreement"*) pursuant to which the Energy Supplier will deliver a specified amount to the Funding Recipient and the Funding Recipient will be obligated to pay to the Energy Supplier Scheduled Withdrawal Amounts and certain other amounts upon any early termination of the Funding Agreement. The Scheduled Withdrawal Amounts payable under the Funding Agreement provide amounts sufficient to enable the Energy Supplier to meet its monthly electricity purchase obligations under the Energy Management Agreement and the payments, if any, due under the Energy Supplier Commodity Swap. The Funding Agreement provides a fixed interest rate for a period equal to the Initial Interest Rate Period on the Bonds and will mature at the end of such period.]

7. **Assigned PPAs:** The Project Participant is expected to assign its rights to receive EPS Compliant Energy under existing and future PPAs to the Energy Supplier (or, if MSCG is not the seller under the applicable PPA, to MSCG for delivery of the Assigned Product to the Energy Supplier) in order for the Energy Supplier to meet its obligation to deliver EPS Compliant Energy to CCCFA under the Prepaid Energy Sales Agreement.

8. **Interest Rate Swap:** CCCFA will enter into the Interest Rate Swap with MSCG under which it will pay a fixed rate and receive a floating rate with respect to the interest rate on the Series 2026[_]-2 Bonds, as described herein.

The cumulative effect of the Prepaid Energy Sales Agreement, the CCCFA Commodity Swap, the Power Supply Contract and related documents enables CCCFA to receive dependable Energy supplies at a discount below market prices for sale to the Project Participant. The resulting monthly net revenues, regardless of changes in Energy prices, are expected to be adequate to pay Debt Service requirements on the Bonds and program expenses when due.

DESIGNATION OF BONDS AS GREEN BONDS

Green Bonds Designation

Per the International Capital Market Association ("ICMA"), Green Bonds are any type of bond instrument where the proceeds will be exclusively applied to finance or re-finance, in part or in full, new and/or existing eligible Green Projects and which are aligned with the four core components of the Green Bond Principles. The four core components are: 1. Use of Proceeds; 2. Process for Project Evaluation and Selection; 3. Management of Proceeds; and 4. Reporting.

Kestrel has determined that the Bonds are in conformance with the four core components of the ICMA Green Bond Principles, as described in Kestrel's "Second Party Opinion", which is attached hereto as APPENDIX F.

Independent Second Party Opinion on Green Bond Designation and Disclaimer

For over 23 years, Kestrel has been consulting in sustainable finance. Kestrel is an Approved Verifier accredited by the Climate Bonds Initiative and the market leader for Second Party Opinions in US public finance. Kestrel reviews corporate and public finance transactions worldwide for alignment with ICMA Green Bond Principles, Social Bond Principles, Sustainability Bond Guidelines and the Climate Bonds Initiative Standards and Criteria. Municipal bonds are benchmarked with Kestrel Sustainability Intelligence™.

The Second Party Opinion issued by Kestrel does not and is not intended to make any representation or give any assurance with respect to any other matter relating to the Bonds. Second Party Opinions provided by Kestrel are not a recommendation to any person to purchase, hold, or sell the Bonds and designations do not address the market price or suitability of these bonds for a particular investor and do not and are not in any way intended to address the likelihood of timely payment of interest or principal when due.

In issuing the Second Party Opinion, Kestrel has assumed and relied upon the accuracy and completeness of the information made publicly available by CCCFA, the Project Participant, or that was otherwise made available to Kestrel.

INVESTMENT CONSIDERATIONS

The purchase of the Bonds involves certain investment considerations discussed throughout this Official Statement. Prospective purchasers of the Bonds should make a decision to purchase the Bonds only after reviewing the entire Official Statement and making an independent evaluation of the information contained herein. Certain of those investment considerations are summarized below. This summary does not purport to be complete, and the order in which the following investment considerations are presented is not intended to reflect their relative significance.

Special and Limited Obligations

The Bonds are special, limited obligations of CCCFA and are payable solely from and secured solely by the Trust Estate pledged pursuant to the Indenture. The Trust Estate includes only the proceeds, revenues, funds and rights related to the Clean Energy Project, as described under "SECURITY FOR THE BONDS — The Indenture" below and does not include any other revenues or assets of CCCFA. The Bonds are not general obligations of CCCFA, and CCCFA has no taxing power.

Only CCCFA is obligated to pay the Bonds. The Project Participant is not obligated to make payments in respect of the debt service on the Bonds. The Project Participant is obligated only to purchase and pay for Prepaid Energy tendered for delivery by CCCFA at the applicable Contract Price set forth in the Power Supply Contract. None of the Energy Supplier, MSCG, nor the Funding Recipient is obligated to make debt service payments on the Bonds, and none of them has guaranteed payment of the Bonds.

The amounts required to be on deposit in certain Funds and Accounts held by the Trustee under the Indenture are calculated to be sufficient to pay the debt service when due on the Bonds, including the Redemption Price of the Bonds upon mandatory redemption, and amounts due in connection with the Final Maturity Date, assuming that the Energy Supplier, the Funding Recipient, and the Investment Agreement Provider pay and perform their respective contract obligations when due. Any failure of CCCFA to purchase, redeem or pay the Bonds in whole on or before the Final Maturity Date will result in a Failed Remarketing and an Early Termination Payment Date prior to the Final Maturity Date of the Bonds.

Structure of the Clean Energy Project

The Prepaid Energy Sales Agreement, the Energy Management Agreement, the Power Supply Contract, the Funding Agreement, the Debt Service Account Investment Agreement, the CCCFA Commodity Swap, the Indenture, the Receivables Purchase Provisions, the Interest Rate Swap, the Bonds and related agreements have been structured so that, assuming timely performance and payment by the Energy Supplier, MSCG, the Funding Recipient, the Investment Agreement Provider and the Project Participant of their respective contractual obligations, the Revenues available to CCCFA from the Clean Energy Project are calculated to be sufficient at all times to provide for the timely payment of Operating Expenses, the scheduled Debt Service requirements on the Bonds, and the payments due under the Interest Rate Swap and the CCCFA Commodity Swap. See "THE CLEAN ENERGY PROJECT – *Structure of the Clean Energy Project*".

The Prepaid Energy Sales Agreement provides certain Energy Delivery Termination Events and certain Acceleration Events. Upon the occurrence of an Energy Delivery Termination Event under the Prepaid Energy Sales Agreement, the obligation of the Energy Supplier and CCCFA to deliver and take Energy shall terminate, and if the Prepaid Energy Sales Agreement is terminated as a result of an Acceleration Event, the Energy Supplier is required to pay the scheduled Termination Payment on the Early Termination Payment Date. In the event the Prepaid Energy Sales Agreement is terminated, the Series 2026[_]-1 Bonds are to be redeemed at their Amortized Value and the Series 2026[_]-2 Bonds are to be redeemed at 100% of their outstanding principal amount, plus, in each case, accrued interest to the redemption date, regardless of reinvestment rates at the time, or paid in full at the Final Maturity Date. See "THE BONDS—*Redemption—Extraordinary Mandatory Redemption*" and "THE PREPAID ENERGY SALES AGREEMENT—*Termination*" and "–*Termination Payment*."

Performance by Others

During the Initial Interest Rate Period, the ability of CCCFA to pay timely the scheduled debt service on the Bonds depends on the timely performance and payment by (a) the Energy Supplier under the Prepaid Energy Sales Agreement, including the Receivables Purchase Provisions therein, and the Energy Supplier Commodity Swap, (b) MSCG under the Interest Rate Swap and (c) the Investment Agreement Provider under the Debt Service Account Investment Agreement. The failure by any one or more of such parties to meet such obligations could materially and adversely affect the ability of CCCFA to pay timely the scheduled debt service on the Bonds, and to meet its other obligations under the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the Interest Rate Swap and, if applicable, the CCCFA Commodity Swap.

The ability of the Energy Supplier to meet its payment obligations under the Prepaid Energy Sales Agreement, the Energy Management Agreement and the Energy Supplier Commodity Swap will depend directly and materially on timely payment by the Funding Recipient of the amounts due on the Funding Agreement. A failure by the Funding Recipient to pay any amounts when due under the Funding Agreement will result in an insufficiency of funds being available to the Energy Supplier for the performance of its obligations under the Prepaid Energy Sales Agreement, the Energy Management Agreement and the Energy Supplier Commodity Swap. Nonperformance by the Energy Supplier under these agreements should, in turn, be expected to result in nonperformance by CCCFA of its obligations under the Power Supply Contract and an insufficiency in the revenues necessary for the payment of debt service on the Bonds. The obligations of CCCFA with respect to the Bonds are limited to the revenues and funds available in the Trust Estate as described above, and none of the Energy Supplier, the Funding Recipient, MSCG, MSCS, or Morgan Stanley is obligated to cure any default in the payment of the Bonds, and none of them has guaranteed payment of the Bonds.

A default on the payment of Debt Service could also result from failure by the Investment Agreement Provider to make timely payments of amounts due and payable under the Debt Service Account Investment Agreement.

Certain events and conditions outside of the control of CCCFA could also result in an Acceleration Event under the Prepaid Energy Sales Agreement, which will cause the extraordinary mandatory redemption of the Bonds, including an event of default by the Funding Recipient under the Funding Agreement that results in the acceleration of the Funding Agreement. For a complete list of Acceleration Events, see "THE PREPAID ENERGY SALES AGREEMENT – Termination."

Upon the early termination of the Prepaid Energy Sales Agreement as a result of an Acceleration Event, the Energy Supplier will be obligated to pay the scheduled Termination Payment on the Early Termination Payment Date. The scheduled amount of the Termination Payment, together with the amounts required to be on deposit in certain Funds and Accounts held by the Trustee, has been calculated to provide CCCFA with an amount at least sufficient to redeem all of the Bonds, assuming that the Energy Supplier and the Investment Agreement Provider pay and perform their contract obligations when due.

In the case of a Failed Remarketing and the payment of the Bonds on the Final Maturity Date, the amounts required to be on deposit in certain Funds and Accounts held by the Trustee under the Indenture are calculated to be sufficient to pay the principal of and interest on the Bonds due on the Final Maturity Date, assuming that the Energy Supplier and the Investment Agreement Provider pay and perform their

respective contract obligations when due. Any failure of CCCFA to purchase, redeem or pay the Bonds in whole by the Final Maturity Date will result in a Failed Remarketing and an Early Termination Payment Date prior to the Final Maturity Date of the Bonds.

Energy Remarketing

In the event the Project Participant is in default under the Power Supply Contract or does not require or is unable to receive all or any portion of its applicable Contract Quantity under the Power Supply Contract for certain reasons described below under "THE POWER SUPPLY CONTRACT – Remarketing of Energy" or if the Assigned Energy for any measurement period during the term of the Prepaid Energy Sales Agreement is less than the quantity of Prepaid Energy required to be delivered during such period, the Energy Supplier is required to use Commercially Reasonable Efforts to deliver Base Energy or Assigned Energy, as applicable, for remarketing under the terms of the Prepaid Energy Sales Agreement.

The Energy Supplier must remarket any Base Energy required to be delivered under the Prepaid Energy Sales Agreement. If the Energy Supplier is unable to remarket such Base Energy, it has agreed to purchase such Base Energy for its own account.

The Energy Supplier has agreed to use Commercially Reasonable Efforts to remarket electricity specified for remarketing to Municipal Utilities pursuant to provisions that are intended to maintain the tax exempt status of interest on the Bonds, but, if the Energy Supplier cannot do so, the Energy Supplier is also permitted to remarket electricity to other governmental entities in non-private business use sales, although it is not required to remarket electricity to any such other governmental entity for a price (net of transportation and other costs) that is anticipated to be less than the applicable index price. If the Energy Supplier is unable to remarket all or any portion of the electricity designated for remarketing in qualifying sales to Municipal Utilities or to other governmental entities in non-private business use sales, it must purchase such electricity. Under certain circumstances and upon reaching certain thresholds that are not timely remediated, the remarketing of electricity to entities other than Municipal Utilities could result in a Ledger Event under the Prepaid Energy Sales Agreement.

The Energy Supplier is required to (a) enter all remarketing sales or purchases of Base Energy on a ledger system that tracks compliance with the requirements of the U.S. Treasury Regulations applicable to tax-exempt bonds that finance Prepaid Energy supplies, and (b) remediate any non-complying sales (i.e., non-qualifying use sales and private business use sales) through "qualifying use" sales within two years. Under certain circumstances and upon reaching certain thresholds that are not timely remediated, the remarketing of electricity to entities other than Municipal Utilities could result in a Ledger Event under the Prepaid Energy Sales Agreement. See "INTRODUCTION – *Energy Remarketing*", "THE PREPAID ENERGY SALES AGREEMENT – *Provisional Payments and Energy Remarketing*", and "THE POWER SUPPLY CONTRACT – *Remarketing of Energy*".

The occurrence of a Ledger Event will result in an Energy Delivery Termination Event under the Prepaid Energy Sales Agreement and a Ledger Termination Event under the Funding Agreement, and the Energy Supplier will be required to withdraw the Final Payment Amount under the Funding Agreement, which will result in an Acceleration Event and extraordinary mandatory redemption of the Bonds.] See "THE PREPAID ENERGY SALES AGREEMENT—*Energy Remarketing*," "*—Ledger Event*," and "*—Termination*," and "THE FUNDING AGREEMENT—[*Investment Termination Events]*."]

Base Energy is not expected to be delivered during the Initial Reset Period.

The Energy Supplier will depend upon performance by MSCG under the Energy Management Agreement to meet its electricity remarketing obligations under the Prepaid Energy Sales Agreement, including particularly the ability of MSCG to remarket electricity to Municipal Utilities (as defined in the Prepaid Energy Sales Agreement) and to remediate any non-complying sales in order to avoid the occurrence of a Ledger Event under the Prepaid Energy Sales Agreement.

Limitations on Exercise of Remedies

The remedies available to CCCFA under the Prepaid Energy Sales Agreement are limited to those described herein. The remedies available to the Trustee, CCCFA and the Holders of the Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory provisions and judicial decisions, the remedies provided in the Indenture may not be readily available or may be limited. CCCFA has no rights to enforce the provisions of the Funding Agreement or the Energy Management Agreement. Neither the Trustee nor the Bondholders have any rights to enforce the Funding Agreement or the Energy Management Agreement. None of CCCFA, the Trustee nor the Bondholders have any right to enforce the Morgan Stanley Guarantee.

Enforceability of Contracts

The enforceability of the various legal agreements relating to the Clean Energy Project may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors or secured parties generally, by the exercise of judicial discretion in accordance with general principles of equity and by principles of equity, public policy and commercial reasonableness. The Prepaid Energy Sales Agreement and other agreements relating to the Clean Energy Project are executory contracts. If CCCFA, the Energy Supplier, MSCG, Morgan Stanley, the Funding Recipient, the Commodity Swap Counterparty, the Project Participant or any of the parties with which CCCFA has contracted under such agreements (including the Prepaid Energy Sales Agreement) is involved in a bankruptcy proceeding, the relevant agreement could be discharged in return for a claim for damages against the party's estate with uncertain value. In particular, an insolvency event with respect to the Funding Recipient that results in a delay or a reduction in the payments due under the Funding Agreement will result in insufficient amounts being available for the payment of the Bonds, whether on a Bond Payment Date, the Final Maturity Date or any extraordinary redemption date. In the event that CCCFA is involved in an insolvency proceeding, the exercise of the remedies afforded to the Trustee under the Indenture may be stayed, and the availability of the Revenues necessary for the payment of the Bonds could be materially and adversely affected.

No Established Trading Market

The Bonds constitute a new issue with no established trading market. The Bonds have not been registered under the Securities Act of 1933 in reliance upon exemptions contained therein. Although the Underwriter has informed CCCFA that it currently intends to make a market in the Bonds, they are not obligated to do so and may discontinue any such market making at any time without notice. There can be no assurance as to the development or liquidity of any market for the Bonds. If an active public market does not develop, the market price and liquidity of the Bonds may be adversely affected.

Loss of Tax Exemption on the Bonds

As described below, the opinion of Bond Counsel with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the *"IRS"*) or the courts and is not a guarantee of a result.

The Indenture, CCCFA's Tax Agreement with respect to the Bonds, the Prepaid Energy Sales Agreement and the Power Supply Contract contain various covenants and agreements on the part of CCCFA, the Energy Supplier and the Project Participant that are intended to establish and maintain the tax-exempt status of the Bonds. CCCFA, the Energy Supplier and the Project Participant have each agreed to abide by the various covenants and agreements designed to protect the tax-exempt status of the Bonds. A failure by CCCFA, the Energy Supplier and the Project Participant to comply with such covenants and agreements could, directly or indirectly, adversely affect the tax-exempt status of the Bonds.

In particular, if the Project Participant requests, or is deemed to have requested, a remarketing of Energy under the Power Supply Contract, and in the event that any non-complying Energy remarketing sales are not remediated within two years and exceed certain cumulative limits, a Ledger Event will occur, subject to certain provisions of the Prepaid Energy Sales Agreement. [Upon the occurrence of a Ledger Event, an Energy Delivery Termination Event will occur under the Prepaid Energy Sales Agreement and a Ledger Termination Event will occur under the Funding Agreement, and the Energy Supplier will be required to withdraw the Final Payment Amount under the Funding Agreement, which will result in an Acceleration Event and extraordinary mandatory redemption of the Bonds.] See "THE PREPAID ENERGY SALES AGREEMENT—*Energy Remarketing*," "*—Ledger Event*," and "*—Termination*," and "THE FUNDING AGREEMENT—[*Investment Termination Events]*."

Furthermore, the Prepaid Energy Sales Agreement provides for circumstances where Energy deliveries under the Prepaid Energy Sales Agreement would cease and the Energy Supplier would make scheduled monthly payments to CCCFA in order to pay debt service on the Bonds. The use of these scheduled payments (in lieu of payments made by the Project Participant under the Power Supply Contract) to make debt service payments could, under certain circumstances, adversely affect the continued tax-exempt status of interest on the Bonds.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the IRS will commence an audit of the Bonds. If an audit is commenced, under current procedures the IRS may treat CCCFA as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Any loss of the tax-exempt status of the Bonds could be retroactive to the date of issuance of the Bonds and could cause all of the interest on the Bonds to be includable in gross income for purposes of federal income taxation. *The loss of the tax-exempt status of the Bonds is not an Acceleration Event under the Prepaid Energy Sales Agreement and will not result in a mandatory redemption of the Bonds.* See "THE PREPAID ENERGY SALES AGREEMENT" and "TAX MATTERS".

General Risks of SOFR Index Rate Bonds

The Series 2026[_]-2 Bonds will bear interest at the SOFR Index Rate described herein, which is based on the Secured Overnight Financing Rate reported on the website of the Federal Reserve Bank of New York (the *"SOFR Index"*). See "THE BONDS – *Interest – Interest on the Series 2026[_]-2 Bonds*" below for descriptions of the SOFR Index Rate and related matters.

An investment in the Series 2026[_]-2 Bonds entails risks not associated with an investment in a fixed rate security or a debt security the interest rate on which is not based on the SOFR Index. Investors should consult their own financial and legal advisors about the risks associated with an investment in the Series 2026[_]-2 Bonds and the suitability of an investment in the Series 2026[_]-2 Bonds considering their particular circumstances, and possible scenarios for economic, interest rate and other factors that may affect their investment.

Because the SOFR Index is independently published by the Federal Reserve Bank of New York (the *"NY Federal Reserve"*) based on data received from other sources, CCCFA and the Calculation Agent have no control over its determination, calculation, or publication. There can be no guarantee that the SOFR Index will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Series 2026[_]-2 Bonds. A change in the manner in which the SOFR Index is calculated may result in a reduction of the amount of interest payable on the Series 2026[_]-2 Bonds and/or the trading prices of the Series 2026[_]-2 Bonds. If the rate at which interest on the Series 2026[_]-2 Bonds accrues on any day declines to zero or becomes negative, no interest will be payable on the Series 2026[_]-2 Bonds in respect of that day.

The NY Federal Reserve began to publish the SOFR Index in April 2018 and has also published historical indicative data for the SOFR Index going back to August 2014. Investors should not rely on any historical changes or trends in the SOFR Index as an indicator of future changes in the SOFR Index. Also, since the SOFR Index is a relatively new market index, the Series 2026[_]-2 Bonds may have a limited trading market when issued, and an established trading market may never develop or may be illiquid. Market terms of debt securities indexed to the SOFR Index, such as the spread over the index reflected in the interest rate provisions, may evolve over time, and trading prices of the Series 2026[_]-2 Bonds may be lower than those of later-issued indexed debt securities as a result. Similarly, if the SOFR Index does not prove to be widely used in securities similar to the Series 2026[_]-2 Bonds, the trading prices of the Series 2026[_]-2 Bonds may be lower than those of bonds linked to indices that are more widely used. Investors in the Series 2026[_]-2 Bonds may not be able to sell the Series 2026[_]-2 Bonds at all or may not be able to sell the Series 2026[_]-2 Bonds at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

SECURITY FOR THE BONDS

The Indenture

The Bonds are secured under the Indenture solely by a pledge of the "*Trust Estate*," which is defined in the Indenture to mean (a) the proceeds of the sale of the Bonds, (b) all right, title and interest of CCCFA in, to and under the Power Supply Contract, except for the right to receive the Project Administration Fee, (c) the Revenues, (d) any Termination Payment or the right to receive such Termination Payment, (e) all right, title and interest of CCCFA in, to and under the Receivables Purchase Provisions,

including payments received from the Energy Supplier (or the Master Custodian on its behalf) pursuant thereto, (f) all right, title and interest of CCCFA in, to and under each Interest Rate Swap and the Interest Rate Swap Receipts, (g) all right, title and interest of CCCFA in, to and under any Debt Service Fund Agreement and Debt Service Fund Agreement Guaranty and (h) the Pledged Funds (which does not include the Administrative Fee Fund, the Energy Remarketing Reserve Fund and the Bond Purchase Fund, and excluding Rebate Payments held in any Fund or Account), including the investment income, if any, thereof subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

The pledge of the Trust Estate in favor of the Trustee is subject to (x) the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, and (y) conveyance, assignment and pledge of the Commodity Swap Payment Fund and the amounts and investments on deposit therein in favor of the Commodity Swap Counterparty.

The term "*Revenues*" is defined in the Indenture to mean (a) all revenues, income, rents, user fees or charges, and receipts derived or to be derived by CCCFA from or attributable or relating to the ownership and operation of the Clean Energy Project, including all revenues attributable or relating to the Clean Energy Project or to the payment of the costs thereof received or to be received by CCCFA under the Power Supply Contract and the Prepaid Energy Sales Agreement or otherwise payable to the Trustee for the account of CCCFA for the sale and/or transmission of Energy or otherwise with respect to the Clean Energy Project (excluding any payments received by CCCFA in respect of any Monthly Excess Quantities or Assigned Paygo Quantities); (b) interest received or to be received on any moneys or securities (other than moneys or securities held in the Project Fund, moneys or securities held in the Redemption Account in the Debt Service Fund or that portion of moneys in the Operating Fund required for Rebate Payments) held pursuant to the Indenture and paid or required to be paid into the Revenue Fund; (c) any Commodity Swap Receipts received by the Trustee on behalf of CCCFA; (d) any Subsidy Payments received by the Trustee, on behalf of CCCFA, in accordance with the Indenture; and (e) any Advance received by the Trustee on behalf of CCCFA; *provided that*, the term "Revenues" does not include: (i) any Termination Payment pursuant to the Prepaid Energy Sales Agreement; (ii) any amounts received from the Energy Supplier that are required to be deposited into the Energy Remarketing Reserve Fund pursuant to the Indenture; (iii) any amounts paid by the Project Participant under the Prepaid Clean Energy Project Administration Agreement; (iv) any Assignment Payment received from the Energy Supplier; (v) Interest Rate Swap Receipts (which are to be deposited directly into the Debt Service Account); and (vi) amounts paid by the Project Participant in respect of the Project Administration Fee. The Revenues are to be applied in accordance with the priorities established under the Indenture, including the prior payment from the Revenues of the Operating Expenses of the Clean Energy Project. See "Flow of Funds" below.

The term "*Operating Expenses*" is defined in the Indenture to mean, to the extent properly allocable to the Clean Energy Project: (a) CCCFA's expenses for operation of the Clean Energy Project, including all Rebate Payments, costs, collateral deposits and other amounts (other than Commodity Swap Payments) necessary to maintain the CCCFA Commodity Swap; and payments required under the Prepaid Energy Sales Agreement (which may, under certain circumstances, include imbalance charges and other miscellaneous payments) or required to be incurred under or in connection with the performance of CCCFA's obligations under the Power Supply Contract; (b) any other current expenses or obligations required to be paid by CCCFA under the provisions of the Indenture (other than Debt Service on the Bonds and deposits to the General Reserve Fund and the Energy Remarketing Reserve Fund, or any Cost of Acquisition) or by law or required to be incurred under or in connection with the performance of CCCFA's

obligations under the Power Supply Contract; (c) fees payable by CCCFA with respect to any Remarketing Agreement; (d) the fees and expenses of the Fiduciaries; (e) reasonable accounting, legal and other professional fees and expenses, and all other reasonable administrative and operating expenses of CCCFA which are incurred by CCCFA with respect to the Bonds, the Indenture, or the Clean Energy Project, including but not limited to those relating to the administration of the Trust Estate and compliance by CCCFA with its continuing disclosure obligations, if any, with respect to the Bonds; and (f) the costs of any insurance premiums incurred by CCCFA, including, without limitation, directors and officers liability insurance allocable to the Clean Energy Project; provided that, for purposes of the transfers from the Revenue Fund described under the proviso "second" under the heading "Flow of Funds" below, Operating Expenses shall not include any of the foregoing administrative expenses, fees or other costs described in the foregoing clauses (a) through (f) that are paid from funds on deposit in the Administrative Fee Fund. Commodity Swap Payments, litigation judgments and settlements and indemnification payments in connection with the payment of any litigation judgment or settlement, and Extraordinary Expenses are not Operating Expenses.

THE BONDS ARE A LIMITED OBLIGATION OF CCCFA AND THE PRINCIPAL AND REDEMPTION PRICE OF, AND INTEREST ON, THE BONDS ARE PAYABLE SOLELY FROM THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CCCFA, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR UNDER THE INDENTURE. CCCFA SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OR THE REDEMPTION PRICE OF OR INTEREST ON THE BONDS EXCEPT FROM THE FUNDS PROVIDED THEREFOR UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. CCCFA HAS NO TAXING POWER.

See APPENDIX B for definitions of certain terms and see APPENDIX C for a further description of certain provisions of the Indenture.

Flow of Funds

All Revenues are required by the Indenture to be deposited promptly by the Trustee upon receipt thereof into the Revenue Fund; provided that, for the avoidance of doubt, if any amounts are received from the Project Participant for which Outstanding Sold Receivables exist, as identified in a written notice from CCCFA to the Trustee, the Trustee will promptly cause any such receipts to be paid to the Energy Supplier to the extent of such Outstanding Sold Receivables without setoff of any kind in accordance with the Receivables Purchase Provisions of the Prepaid Energy Sales Agreement and any remaining amounts received from the Project Participant will be deposited into the Revenue Fund. In each Month during which there is a deposit of Revenues into the Revenue Fund (but in no case later than the respective dates set forth below), the Trustee is required to apply the amounts on deposit in the Revenue Fund, to the extent available, for credit or deposit to the Funds and Accounts indicated below, in the amounts described below (such application to be made in such a manner so as to assure good funds are available on the respective dates set forth below) in the following order of priority:

first, to the Operating Fund, not later than the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day), the amount, if any, required so that the balance therein shall equal the amount necessary for the payment of Operating Expenses coming due for such Month;

second, to the Debt Service Fund, not later than the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day) for the credit to the Debt Service Account, an amount equal to the greater of (A) the Scheduled Debt Service Deposit, as set forth in the Indenture, or (B) the amount necessary to cause an amount equal to the cumulative unpaid Scheduled Debt Service Deposits due through such date to be on deposit therein (without credit for undisbursed Interest Rate Swap Receipts on deposit therein); and

third, to the Commodity Swap Payment Fund, on or before the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day), the amount required so that the balance therein shall equal the Commodity Swap Payments due for such Month; and

fourth, to the Energy Supplier, not later than the last Business Day of such Month, the amount, if any, required for the repurchase of Put Receivables and the payment of interest on all Put Receivables sold to the Energy Supplier pursuant to the Receivables Purchase Provisions;

provided, the amount required to be transferred to the Debt Service Account described above shall be reduced by the amount of investment earnings scheduled to be deposited into the Debt Service Account on or before the last Business Day of such Month.

If, after a scheduled monthly deposit to the Debt Service Account or the Commodity Swap Payment Fund, the balance therein is below the cumulative Scheduled Debt Service Deposits for such month as specified in the Indenture or the Commodity Swap Payments due for such month, respectively, the Trustee shall immediately notify CCCFA of such deficiency and the Trustee shall (a) if CCCFA has not previously done so, cause CCCFA to suspend all deliveries of all quantities of Energy under the Power Supply Contract if the Project Participant is in default thereunder, and (b) promptly give notice to the Energy Supplier to follow the electricity remarketing provisions set forth in the Prepaid Energy Sales Agreement.

On each [_____] 1*, beginning [_____] 1, 2027*, after (a) the deposit of Revenues into the Revenue Fund, and (b) making such transfers, credits and deposits as described in the first paragraph of this section "Flow of Funds," the Trustee shall credit to the General Reserve Fund the remaining balance in the Revenue Fund.

So long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds and Interest Rate Swap Payments in accordance with their terms (including principal or applicable Sinking Fund Installments and interest thereon), no transfers will be required to be made to the Debt Service Fund. See "*Revenues and Revenue Fund*" and "*Payments into Certain Funds*" in APPENDIX C.

As noted above, certain amounts are pledged as a part of the Trust Estate but do not constitute Revenues and are not deposited into the Revenue Fund, including (a) any Termination Payment or the right to receive such Termination Payment under the Prepaid Energy Sales Agreement, which is to be deposited

* Preliminary, subject to change.

directly into the Redemption Account, and (b) all right, title and interest of CCCFA in any Interest Rate Swap Receipts, which are to be deposited into the Debt Service Account, all as provided in the Indenture.

The Indenture also provides that the following amounts, which are payable to the Trustee but do not constitute Revenues, will be applied as follows: (a) any Assignment Payment will be deposited directly into the Assignment Payment Fund; (b) amounts representing the Project Administration Fee, together with amounts paid by the Project Participant under the Prepaid Clean Energy Project Administration Agreement, will be deposited directly into the Administrative Fee Fund; and (c) certain proceeds from electricity remarketing sales will be deposited directly into the Energy Remarketing Reserve Fund.

Debt Service Fund - Debt Service Account

The amounts deposited into the Debt Service Account, including any amounts deposited therein representing capitalized interest on the Bonds, must be held in such Account and applied to the payment of Debt Service and Interest Rate Swap Payments payable on each Bond Payment Date.

Amounts on deposit in the Debt Service Account, including any amounts deposited therein representing capitalized interest on the Bonds, will be initially invested pursuant to the Debt Service Account Investment Agreement, which will provide for scheduled withdrawals to pay debt service on the Bonds when due and, in the case of extraordinary redemption, all funds invested thereunder will be used to pay a portion of the Redemption Price without penalty or market value adjustments. See "INVESTMENT OF FUNDS – Debt Service Account Investment Agreement" herein. Capitalized interest on the Bonds will be funded with a deposit of Bond proceeds on the Initial Issue Date of the Bonds. The amount so deposited will be used to pay a portion of the interest coming due on the Bonds and the Interest Rate Swap through [_____] 1, 20[__]*.

Administrative Fee Fund

All Project Administration Fees, together with any amounts paid by the Project Participant pursuant to the Prepaid Clean Energy Project Administration Agreement, shall be deposited by the Trustee into the Administrative Fee Fund. The Trustee is required to apply amounts on deposit in the Administrative Fee Fund to pay Operating Expenses promptly upon receipt of a Written Request of CCCFA directing such payment. In the event amounts on deposit in the Administrative Fee Fund are insufficient to make any payments directed in the Written Request of CCCFA, the Trustee shall promptly notify the Project Participant, at its address shown in the Indenture, of the fact and amount of such deficiency.

Commodity Swap Payment Fund

The amounts credited to the Commodity Swap Payment Fund shall be applied from time to time by the Trustee solely to the payment of Commodity Swap Payments when due.

Any amount remaining in the Commodity Swap Payment Fund following the payment of the Commodity Swap Payment due in any Month and prior to any deposit therein for the following Month shall be transferred to the Revenue Fund for application as described above.

* Preliminary, subject to change.

Debt Service Fund - Redemption Account

In the event of an early termination of the Prepaid Energy Sales Agreement, CCCFA will direct the Energy Supplier to pay the Termination Payment directly to the Trustee for the account of CCCFA. The Trustee will deposit the Termination Payment into the Redemption Account. Amounts deposited into the Redemption Account shall be applied by the Trustee to the extraordinary mandatory redemption of Outstanding Bonds as described below under "THE BONDS — Redemption — *Extraordinary Mandatory Redemption*."

Restriction on Additional Obligations

Except as expressly permitted under the terms of the Indenture, for so long as any Bonds are Outstanding, CCCFA will not, without a Rating Confirmation, issue any debt payable from or secured by a pledge and assignment of the Trust Estate other than debt issued to refund Outstanding Bonds, or otherwise incur obligations other than those contemplated by the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the CCCFA Custodial Agreement, the CCCFA Commodity Swap, the Interest Rate Swap and any documents or agreements relating to any of the foregoing (including, but not limited to, obligations under Qualified Investments), payable out of or secured by a pledge or assignment of, or lien on, the Trust Estate; and shall not, without a Rating Confirmation, create or cause to be created any lien or charge on the Trust Estate except as provided in or contemplated by the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the CCCFA Custodial Agreement, the CCCFA Commodity Swap, the Interest Rate Swap and any documents or agreements relating to any of the foregoing (including, but not limited to, obligations under Qualified Investments). However, such limitation will not prevent CCCFA from entering into any Commodity Swap or Interest Rate Swap upon the terms set forth in the Indenture, or incurring any debt payable out of moneys in the Project Fund as part of the Cost of Acquisition or secured by the Trust Estate following the defeasance of the Bonds.

Other than the Bonds and any refunding bonds, no additional bonds or other obligations are authorized to be issued under the Indenture or, except as described above, for which payment is otherwise secured by a pledge or assignment of, or lien on, the Trust Estate. See "CREATION OF LIENS" in APPENDIX C.

Amendment of Indenture

CCCFA and the Trustee may, subject to the conditions and restrictions in the Indenture, enter into a Supplemental Indenture or Indentures, in form satisfactory to the Trustee, which will thereafter form a part of the Indenture, without the consent of the Bondholders (i) for certain purposes, or (ii) upon receipt of a Rating Confirmation if the Bonds affected by such change are rated by a Rating Agency. See "SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF BONDHOLDERS," "GENERAL PROVISIONS" and "POWERS OF AMENDMENT" in APPENDIX C hereto.

Investment of Funds

General. Subject to the provisions of the Indenture, amounts on deposit in the Funds and Accounts may be invested in, among other things, guaranteed investment contracts, forward delivery agreements, interest rate exchange agreements or similar agreements providing for a specified rate of return over a specified time period if and to the extent that the obligated party thereunder is rated (or receives credit support from an entity rated) at least a rating which will not impair, or cause the Bonds to fail to retain, the

rating then assigned by each Rating Agency rating the Bonds. See APPENDIX B—Definitions of Certain Terms and "INVESTMENT OF CERTAIN FUNDS" in APPENDIX C.

Debt Service Account Investment Agreement. On the Initial Issue Date of the Bonds, it is expected that CCCFA or the Trustee will enter into an investment agreement with the Investment Agreement Provider with respect to the Debt Service Account (the *"Debt Service Account Investment Agreement"*). The Debt Service Account Investment Agreement constitutes a "Debt Service Fund Agreement" as defined in the Indenture. The Debt Service Account Investment Agreement will become effective on the first day, and will be scheduled to terminate on the last day, of the Initial Interest Rate Period. The Debt Service Account Investment Agreement is required to meet all of the criteria of a Qualified Investment under the Indenture and is expected to be bid out on the day of Bond pricing to qualified investment providers. See "SECURITY FOR THE BONDS—*Investment of Funds*".

Required qualifications for the initial Investment Agreement Provider include: [(a) a minimum credit rating requirement for the Investment Agreement Provider (or its guarantor) of at least "A1" by Moody's, (b) a requirement that if the rating assigned to the senior unsecured long-term debt obligations of the Investment Agreement Provider (or its guarantor) falls below the lower of (i) "Baa1" by Moody's or (ii) the then-current credit rating of the Funding Recipient (a *"Downgrade Event"*), the Investment Agreement Provider will provide a credit remedy, such as providing credit support or posting eligible collateral, or the Trustee, at the direction of CCCFA, will have the right to terminate the Debt Service Account Investment Agreement, and (c) a requirement that if the rating assigned to the senior unsecured long-term debt obligations of the Investment Agreement Provider (or its guarantor) falls below "Baa3" by Moody's, the Trustee, at the direction of CCCFA, will have the right to terminate the Debt Service Account Investment Agreement].

The Debt Service Account Investment Agreement will provide for a fixed interest rate to be paid on the funds invested. Payments are scheduled to return amounts to the Trustee in connection with the Bond Payment Dates.

Upon transaction termination, whether by extraordinary mandatory redemption or final maturity, the funds invested under the Debt Service Account Investment Agreement will be used to pay the redemption price or debt service due on the Bonds. If the Debt Service Account Investment Agreement terminates, all invested funds are required to be returned to the Trustee.

Enforcement of Project Agreements

Power Supply Contract. CCCFA has covenanted in the Indenture that it will enforce the provisions of the Power Supply Contract, as well as any other contract or contracts entered into relating to the Clean Energy Project, and duly perform its covenants and agreements thereunder.

CCCFA has also covenanted to exercise promptly its right to suspend all Energy deliveries under the Power Supply Contract if the Project Participant thereunder fails to pay when due any amounts owed to CCCFA thereunder and to promptly give notice to the Energy Supplier to follow provisions set forth in the remarketing provisions of the Prepaid Energy Sales Agreement for each Month of such suspension with respect to the quantities of Energy for which deliveries have been suspended.

In the event that the Project Participant delivers a Remarketing Termination Notice (as defined in the Power Supply Contract) in respect of any Reset Period, CCCFA will promptly give notice to the Energy

Supplier to follow the provisions set forth in the remarketing exhibit to the Prepaid Energy Sales Agreement for each month of such Reset Period with respect to any quantities of Energy that would otherwise have been delivered to the Project Participant. See "THE RE-PRICING AGREEMENT".

CCCFA has further covenanted in the Indenture that it will not consent or agree to or permit any termination or rescission of, any assignment or novation (in whole or in part) by the Project Participant of, or any amendment to or otherwise take any action under or in connection with any Power Supply Contract that will impair the ability of CCCFA to collect Revenues in each Fiscal Year which, together with the other amounts available therefor, shall provide an amount sufficient to pay the amount estimated by CCCFA to be required to be paid during such Fiscal Year into the Operating Fund; the amounts, if any, required to be paid during such Fiscal Year into the Debt Service Fund other than any such amounts which CCCFA anticipates will be transferred from other Funds or Accounts; the amounts, if any, to be paid during such Fiscal Year into any other Fund established under the Indenture; and all other charges or liens whatsoever payable out of Revenues during such Fiscal Year. Under the Indenture, upon the satisfaction of certain conditions, including delivery of a Rating Confirmation with respect to such amendment or assignment, as applicable, from each rating agency then rating the Bonds, CCCFA may agree to the amendment of a Power Supply Contract or to the assignment of a Power Supply Contract by the Project Participant to another Municipal Utility.

Enforcement of Agreements by the Trustee. Under the Indenture, CCCFA has irrevocably pledged and collaterally assigned to the Trustee its rights to issue notices and to take any other actions that CCCFA is required or permitted to take in order to enforce performance under certain documents, including (a) the Prepaid Energy Sales Agreement, (b) the Receivables Purchase Provisions, (c) the Power Supply Contract, (d) the CCCFA Commodity Swap and (e) the Interest Rate Swap. CCCFA has retained, in the absence of any conflicting action by the Trustee while an Event of Default has occurred and is continuing, the right and obligation to exercise any rights which it has pledged and collaterally assigned to the Trustee as described in the preceding sentence; *provided, however*, if an Event of Default has occurred and is continuing, the Trustee will have the right to notify CCCFA to cease exercising such rights, subject to certain rights of the Energy Supplier with respect to the Power Supply Contract.

Prepaid Energy Sales Agreement. CCCFA has covenanted in the Indenture that it will enforce the provisions of the Prepaid Energy Sales Agreement and that it will duly perform its covenants and agreements thereunder.

The Trustee will promptly notify CCCFA of any payment default that has occurred and is continuing on the part of the Energy Supplier under the Prepaid Energy Sales Agreement. CCCFA will provide the Trustee with Written Notice of the Early Termination Payment Date (a) on the date on which a Failed Remarketing occurs, and (b) in all other cases, not more than five Business Days after such date is determined.

CCCFA has further covenanted that it will not consent or agree to or permit any rescission of, assignment of or amendment to or otherwise take any action under or in connection with the Prepaid Energy Sales Agreement which would in any manner materially impair or materially adversely affect its rights thereunder or the rights or security of the Bondholders under the Indenture; *provided*, that the Prepaid Energy Sales Agreement may be assigned or amended without Bondholder consent upon receipt of a Rating Confirmation with respect to such assignment or amendment. The Prepaid Energy Sales Agreement may also be amended in connection with a remediation to reduce the schedule of Prepaid Quantities upon the occurrence of a Ledger Event.

CCCFA Commodity Swap. CCCFA has covenanted to cause amounts due to CCCFA under the CCCFA Commodity Swap to be collected and paid directly to the Trustee. Pursuant to the Indenture, the Commodity Swap Receipts are to be deposited by the Trustee into the Revenue Fund. CCCFA has covenanted in the Indenture that:

- it will enforce the provisions of the CCCFA Commodity Swap and duly perform its covenants and agreements thereunder,

- it will not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with the CCCFA Commodity Swap that will impair the ability of CCCFA to comply during the current or any future year with the provisions of the Indenture, and

- it will not exercise any right to terminate the CCCFA Commodity Swap unless either (i) it has entered into a replacement CCCFA Commodity Swap that meets the requirements of the Indenture (described below), and such replacement CCCFA Commodity Swap will be effective as of such early termination date and cover energy price exposure from and after such early termination date, or (ii) CCCFA causes or permits the termination of the Prepaid Energy Sales Agreement prior to or as of such early termination date.

CCCFA may replace the CCCFA Commodity Swap (and any related guaranty of the Commodity Swap Counterparty's obligations thereunder) with a similar agreement for the same purposes with an alternate Commodity Swap Counterparty at any time upon delivery to the Trustee of a Rating Confirmation. If the CCCFA Commodity Swap is subject to termination (or, in the case of clause (B) below, is terminated) by either party in accordance with its terms, then (A) CCCFA may terminate the CCCFA Commodity Swap if CCCFA has the right to do so, and (B) CCCFA may enter into a replacement CCCFA Commodity Swap with an alternate Commodity Swap Counterparty without a Rating Confirmation, but only if the replacement CCCFA Commodity Swap is identical in all material respects to the existing CCCFA Commodity Swap, except for the identity of the Commodity Swap Counterparty, and (1) the replacement Commodity Swap Counterparty (or its credit support provider under the replacement CCCFA Commodity Swap) is then rated at least the lower of (a) the credit rating of the Funding Recipient or (b) the rating then assigned by each Rating Agency to the Bonds or (2) the Commodity Swap Counterparty provides such collateral and security arrangements as CCCFA determines to be necessary, and (3) in either case, the Commodity Swap Counterparty enters into a replacement Custodial Agreement with the Energy Supplier and the Custodian that is identical in all material respects to the existing Custodial Agreement among the Energy Supplier, the Custodian and the Commodity Swap Counterparty.

If the CCCFA Commodity Swap becomes terminable by CCCFA as a result of a failure by the Commodity Swap Counterparty to make a payment due under the CCCFA Commodity Swap, CCCFA will (A) notify the Energy Supplier of such event pursuant to the Prepaid Energy Sales Agreement, and (B) in accordance with the Prepaid Energy Sales Agreement, use its good faith efforts to replace the CCCFA Commodity Swap with an alternate CCCFA Commodity Swap, subject to the conditions of the first sentence of the paragraph immediately above, during the 120 day replacement period contemplated by the Prepaid Energy Sales Agreement (the "*Swap Replacement Period*").

If CCCFA is unable to enter into an alternate CCCFA Commodity Swap pursuant to clause (B) in the paragraph immediately above during the Swap Replacement Period, CCCFA will (A) designate an Energy Delivery Termination Date in accordance with the Prepaid Energy Sales Agreement, with such

Energy Delivery Termination Date occurring immediately at the end of the Swap Replacement Period and, (B) unless the CCCFA Commodity Swap has been terminated automatically pursuant to the terms thereof, designate an early termination date for the CCCFA Commodity Swap, with such early termination date occurring concurrently with the Energy Delivery Termination Date under the Prepaid Energy Sales Agreement.

Interest Rate Swap. CCCFA has covenanted to cause amounts due to CCCFA under the Interest Rate Swap to be collected and paid directly to the Trustee. Pursuant to the Indenture, Interest Rate Swap Receipts are to be deposited by the Trustee in the Debt Service Account. CCCFA has covenanted in the Indenture that:

- it will enforce the provisions of the Interest Rate Swap and duly perform its covenants and agreements thereunder,
- it will not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with the Interest Rate Swap that will impair the ability of CCCFA to comply during the current or any future year with the provisions of the Indenture, and
- it will not exercise any right to terminate the Interest Rate Swap unless it either (i) has entered into a replacement Interest Rate Swap that meets requirements specified in the Indenture or (ii) in all other cases, the Prepaid Energy Sales Agreement will terminate prior to or as of such early termination date.

CCCFA may enter into a replacement Interest Rate Swap (and any related guaranty of the Interest Rate Swap Counterparty's obligations thereunder) with a similar agreement for the same purposes with an alternate Interest Rate Swap Counterparty at any time upon delivering a Rating Confirmation to the Trustee. If the Interest Rate Swap is subject to termination (or, in the case of clause (B) below, is terminated) by either party in accordance with its terms, then (A) CCCFA may, subject to the requirements of the third bullet above, terminate the Interest Rate Swap if CCCFA has the right to do so, and (B) CCCFA may enter into a replacement Interest Rate Swap with an alternate Interest Rate Swap Counterparty without a Rating Confirmation, but only if the replacement Interest Rate Swap is identical in all material respects to the existing Interest Rate Swap, except for the identity of the Interest Rate Swap Counterparty, and (1) the alternate Interest Rate Swap Counterparty (or its credit support provider under the Interest Rate Swap) is then rated at least the lower of (a) the credit rating of the Energy Supplier, or if the Energy Supplier is not rated, the guarantor of the Energy Supplier or (b) at least as highly as the rating then assigned by each Rating Agency to the Bonds, or (2) the Interest Rate Swap Counterparty provides such collateral and security arrangements as CCCFA shall determine to be necessary.

SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Bonds are approximately as follows:

SOURCES:	
Par Amount	$
Original Issue Premium	
Total Sources	$
USES:	
Deposit to Project Fund[1]	$
Costs of Issuance[2]	
Total Uses	$

1 Includes the prepayment amount and capitalized interest on the Bonds (which will be transferred to the Debt Service Account).

2 Includes underwriting, rating agency, Trustee, financial advisor, legal and other fees and other expenses related to the issuance of the Bonds and the acquisition of the Clean Energy Project.

THE BONDS

General

The Bonds will mature (subject to redemption as described below) on the dates and in the principal amounts shown on the inside cover page of this Official Statement. The Bonds will be initially issued in denominations of $5,000 and any integral multiples thereof (an *"Authorized Denomination"*). The Bonds will be initially issued in book-entry only form through the facilities of The Depository Trust Company, New York, New York (*"DTC"*). See "THE BONDS — *Book-Entry System*" and APPENDIX G for a description of DTC and its book-entry system.

Interest

Interest on the Series 2026[_]-1 Bonds. During the Initial Interest Rate Period, the Series 2026[_] Bonds will bear interest in a Term Rate Period, with the Series 2026[_]-1 Bonds of each maturity bearing interest at the fixed rates shown on the inside cover page of this Official Statement. During the Initial Interest Rate Period, interest on the Series 2026[_]-1 Bonds will be payable semiannually on [_____] 1* and [_____] 1* of each year, commencing [_____] 1, 20[__]*. During the Initial Interest Rate Period, interest on the Series 2026[_]-1 Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Interest on the Series 2026[_]-2 Bonds. During the Initial Interest Rate Period, the Series 2026[_]-2 Bonds will bear interest in a SOFR Index Rate Period at a SOFR Index Rate determined as described below.

SOFR Index Rate. The SOFR Index Rate is a daily variable interest rate equal to the sum of (a) the product of the SOFR Index and the Applicable Factor plus (b) the Applicable Spread on each day of a SOFR Effective Period. The SOFR Index Rate shall be not less than the Minimum Rate of 0.00% per annum, and shall not exceed the Maximum Rate.

* Preliminary; subject to change.

Interest Payments. Interest on each Series 2026[_]-2 Bond is payable on the first Business Day of each month, commencing with the first Business Day of [_____] 2026*, and on any Mandatory Purchase Date and the Final Maturity Date. Such interest shall be calculated on the basis of a 365- or 366 day year, as applicable, and the actual number of days in the SOFR Accrual Period immediately preceding each Interest Payment Date.

Determination of the SOFR Index Rate. One Business Day prior to the Initial Issue Date of the Series 2026[_]-2 Bonds, the SOFR Index Rate shall be calculated by the Calculation Agent and shall be in effect from and including the Initial Issue Date to (but not including) the next succeeding SOFR Effective Date. Thereafter, (a) the SOFR Index shall be determined by the Calculation Agent by 4:00 p.m., New York City time, on each SOFR Publish Date and (b) the Calculation Agent shall determine and provide to the Trustee the SOFR Index Rate at or before 12:00 noon, New York City time, on each SOFR Effective Date. The Calculation Agent shall also calculate and provide to CCCFA and the Trustee the amount of interest due and payable on each Interest Payment Date for the Series 2026[_]-2 Bonds not later than such Interest Payment Date. Upon the written request of any Owner of Series 2026[_]-2 Bonds, the Trustee shall provide the SOFR Index Rate then in effect, as determined by the Calculation Agent. All percentages resulting from any step in the calculation of interest on the Series 2026[_]-2 Bonds while in the SOFR Index Rate Period will be rounded, if necessary, to the nearest one millionth of a percentage point (i.e., to six decimal places), with 0.0000005 rounded upward to 0.000001, and all dollar amounts used in or resulting from such calculation of interest on the Series 2026[_]-2 Bonds will be rounded to the nearest cent (with one-half cent being rounded upward).

SOFR Index Rate. The SOFR Index Rate is a daily variable interest rate equal to the sum of (a) the product of the SOFR Index and the Applicable Factor plus (b) the Applicable Spread on each day of a SOFR Effective Period. The SOFR Index Rate shall be not less than 0.00% per annum, and shall not exceed the Maximum Rate.

Applicable Factor. The Applicable Factor is the percentage of the SOFR Index shown on the inside cover page of this Official Statement for the Series 2026[_]-2 Bonds. The Applicable Factor will remain constant for the duration of the SOFR Index Rate Period.

Applicable Spread. The Applicable Spread for the Series 2026[_]-2 Bonds is the margin or spread shown on the inside cover page of this Official Statement added to the product of the SOFR Index and the Applicable Factor to determine the SOFR Index Rate for the Series 2026[_]-2 Bonds. The Applicable Spread will remain constant for the duration of the SOFR Index Rate Period.

Business Day. For purposes of determining the SOFR Index Rate, *"Business Day"* means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York or the cities in which are located the designated corporate trust offices of the Trustee, the Custodian or the Calculation Agent are authorized by law or executive order to close, (c) a day on which the New York Stock Exchange, Inc. is closed, (d) a day on which the payment system of the Federal Reserve System is not operational, or (e) any day that the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the purposes of trading fixed-income securities.

* Preliminary; subject to change.

Index Rate Reset Date. The Index Rate Reset Date for the Series 2026[_]-2 Bonds is each SOFR Effective Date.

NY Federal Reserve's Website is the website of the NY Federal Reserve currently at http://www.newyorkfed.org, or any successor website of the NY Federal Reserve. The reference to such web site address is presented herein for informational purposes only. The information presented on such website is not incorporated by reference to this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

SOFR Accrual Period. The SOFR Accrual Period is (a) the number of actual days from, and including, the Initial Issue Date to but not including the first SOFR Interest Calculation Date and (b) thereafter, the number of actual days from and including the preceding SOFR Interest Calculation Date to but not including the next succeeding SOFR Interest Calculation Date, regardless of the number of calendar days in any month.

SOFR Effective Date. The SOFR Effective Date is each Business Day. Each SOFR Effective Date is an Index Rate Reset Date for the Series 2026[_]-2 Bonds.

SOFR Effective Period. The SOFR Effective Period is the number of actual days from a SOFR Effective Date to but not including the next SOFR Effective Date.

SOFR Index. The SOFR Index is the Secured Overnight Financing Rate reported on the NY Federal Reserve's Website, or reported by any successor to the NY Federal Reserve as administrator of such Secured Overnight Financing Rate, as of 3:00 p.m. on each SOFR Publish Date representing the SOFR Index as of the SOFR Lookback Date, which will be used to calculate interest for the SOFR Effective Period beginning on the SOFR Effective Date. If the SOFR Index is not available as of any Index Rate Reset Date, the interest rate for such Index Rate Reset Date will be determined using a comparable substitute or replacement index for such Index Rate Reset Date designated by CCCFA in writing (with notice to, and which is available to, the Calculation Agent) in compliance with the Indenture. The Indenture requires that any substitute or replacement index must be consistent with any corresponding substitute or replacement index designated pursuant to the applicable interest rate swap.

SOFR Interest Calculation Date. The SOFR Interest Calculation Date is the first Business Day of each month, commencing with the first Business Day of [_____] 2026*.

SOFR Lookback Date. The SOFR Lookback Date is the third Business Day immediately preceding each SOFR Effective Date.

SOFR Publish Date. The SOFR Publish Date is the second Business Day immediately preceding each SOFR Effective Date.

Additional Information Regarding SOFR. The Secured Overnight Financing Rate (or SOFR) is published by the NY Federal Reserve and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by Treasury securities. The NY Federal Reserve reports that the Secured Overnight Financing Rate includes all trades in the Broad General Collateral Rate (as defined on the NY Federal Reserve's Website), plus bilateral Treasury repurchase agreement ("repo") transactions cleared through the

* Preliminary; subject to change.

delivery-versus-payment service offered by the Fixed Income Clearing Corporation (the "*FICC*"), a subsidiary of the Depository Trust and Clearing Corporation ("*DTCC*"). The Secured Overnight Financing Rate is filtered by the NY Federal Reserve to remove a portion of the foregoing transactions considered to be "specials." "Specials" are repos for specific-issue collateral, which take place at cash-lending rates below those for general collateral repos because cash providers are willing to accept a lesser return on their cash in order to obtain a particular security.

The NY Federal Reserve reports that the Secured Overnight Financing Rate is calculated as a volume- weighted median of transaction-level tri-party repo data collected from The Bank of New York Mellon as well as General Collateral Finance repurchase agreement transaction data and data on bilateral Treasury repo transactions cleared through the FICC's delivery-versus-payment service, which are obtained from the U.S. Department of the Treasury's Office of Financial Research. The NY Federal Reserve notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC. The NY Federal Reserve notes on its publication page for the Secured Overnight Financing Rate that use of the Secured Overnight Financing Rate is subject to important limitations and disclaimers, including that the NY Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of the Secured Overnight Financing Rate at any time without notice. Secured Overnight Financing Rate rates are subject to revision until 2:30 p.m. New York City time on any date on which the Secured Overnight Financing Rate is published. The description of the Secured Overnight Financing Rate herein is not and does not purport to be exhaustive.

For a more complete description of the Secured Overnight Financing Rate, see the NY Federal Reserve's Website at https://www.newyorkfed.org/markets/reference-rates/sofr. The reference to such web site address is presented herein for informational purposes only. The information presented on such website is not incorporated by reference to this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

For a summary of certain risks relating to SOFR Index Rate Bonds, see "INVESTMENT CONSIDERATIONS – *General Risks of SOFR Index Rate Bonds*" above.

Calculation Agent. U.S. Bank Trust Company, National Association will be appointed by CCCFA as Calculation Agent for the Series 2026[_]-2 Bonds pursuant to the Indenture and a Calculation Agent Agreement between the parties.

General. After the Initial Interest Rate Period, the Outstanding Bonds may be remarketed or converted into another Term Rate Period or Index Rate Period(s), as applicable, or may be remarketed or converted to one or more of a Daily Interest Rate Period, a Weekly Interest Rate Period, a Commercial Paper Interest Rate Period, a Term Rate Period or an Index Rate Period(s). ***This Official Statement describes the terms of the Bonds only during the Initial Interest Rate Period and must not be relied upon after the Series 2026[_]-1 Bonds or Series 2026[_]-2 Bonds, as applicable, have been converted to another Interest Rate Period***.

Interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date, shall be paid to the Person in whose name that Bond is registered, with respect to the Series 2026[_]-1 Bonds, at the close of business on the 15th day of the Month immediately preceding the Month in which such Interest Payment Date falls, or with respect to the Series 2026[_]-2 Bonds, the Business Day immediately preceding such Interest Payment Date (the *"Regular Record Date"*).

Any interest on any Bond which is payable, but is not punctually paid or duly provided for on any Interest Payment Date (*"Defaulted Interest"*), shall forthwith cease to be payable to the Person who was the registered owner on the relevant Regular Record Date; and such Defaulted Interest shall be paid by CCCFA to the Persons in whose names the Bonds are registered at the close of business on a date (the *"Special Record Date"*) for the payment of such Defaulted Interest, which shall be fixed in the following manner. CCCFA shall notify the Bond Registrar in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time CCCFA shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to and approved in writing by the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as provided in the Indenture. Thereupon the Bond Registrar will then fix a Special Record Date for the payment of such Defaulted Interest which will be not more than 15 days or less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Bond Registrar of the written notice of the proposed payment. The Bond Registrar shall promptly notify CCCFA of such Special Record Date and, in the name and at the expense of CCCFA, will cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder at its address as it appears upon the registry books, not less than 10 days prior to such Special Record Date.

Effect of a Ledger Event

[Upon the occurrence of a Ledger Event, an Energy Delivery Termination Event will occur under the Prepaid Energy Sales Agreement and a Ledger Termination Event will occur under the Funding Agreement, and the Energy Supplier will be required to withdraw the Final Payment Amount under the Funding Agreement, which will result in an Acceleration Event and extraordinary mandatory redemption of the Bonds.] See "THE PREPAID ENERGY SALES AGREEMENT—*Energy Remarketing*," "*—Ledger Event*," and "*—Termination*," and "THE FUNDING AGREEMENT—[*Investment Termination Events]*." See "THE PREPAID ENERGY SALES AGREEMENT —*Ledger Event*" below for a description of the provisions of the Prepaid Energy Sales Agreement relating to a Ledger Event.

Tender

Mandatory Tender at the Option of CCCFA. The Bonds are subject to mandatory tender for purchase at the option of CCCFA in whole or in part on and after the first day of the third month preceding the Final Maturity Date (i.e., on and after [_____] 1, 20[__][*]), at a Purchase Price calculated by a quotation agent selected by CCCFA equal to (a) in the case of the Series 2026[_]-1 Bonds, the Amortized Value thereof as of the Mandatory Purchase Date, plus $___ per $1,000 of the principal amount thereof, and (b) in the case of the Series 2026[_]-2 Bonds, 100% of the principal amount thereof to be redeemed, together with, in each case, accrued and unpaid interest to the Mandatory Purchase Date selected by CCCFA; *provided, however*, in the event of a Failed Remarketing the Bonds will not be subject to mandatory tender as described in this section "*—Mandatory Tender at the Option of CCCFA*" and will be payable on the Final Maturity Date at par plus accrued and unpaid interest without premium; *and provided further that*, if the Mandatory Purchase Date is the Final Maturity Date, the Purchase Price shall be 100% of the principal amount of the Bonds. The obligation of CCCFA to purchase the Bonds will be subject to the condition that it shall have received funds sufficient to pay the Purchase Price of the Bonds on or prior to the Purchase Date and to such other conditions as CCCFA shall deem necessary, which conditions shall

[*] Preliminary; subject to change.

be stated in the notice of mandatory tender given pursuant to the Indenture. The Purchase Price of any Bond so purchased is payable in immediately available funds *first* from amounts on deposit in the Remarketing Proceeds Account established by the Indenture and *second* from amounts on deposit in the Issuer Purchase Account established by the Indenture. Accrued interest due on the Bonds on the Mandatory Purchase Date shall be paid from amounts on deposit in the Debt Service Account.

The Purchase Price of any Bond on the Mandatory Purchase Date shall be payable only upon surrender of such Bond to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof in form satisfactory to the Trustee, executed in blank by the Owner thereof or by the Owner's duly-authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange at or prior to 10:00 a.m., New York City time, on the date specified for such delivery in a notice provided to the Owners by the Trustee, such notice to be given no less than 15 days prior to the applicable Mandatory Purchase Date. In the event that any Owner of a Bond so subject to mandatory tender for purchase shall not surrender such Bond to the Trustee for purchase on the Mandatory Purchase Date, then such Bond shall be deemed to be an Undelivered Bond, and no interest shall accrue thereon on and after the Mandatory Purchase Date, and the Owner thereof shall have no rights under the Indenture other than to receive payment of the Purchase Price thereof.

Failed Remarketing. Under the Indenture and with respect to the Bonds, "Failed Remarketing" means a failure of CCCFA to (i) establish an Extended Final Maturity Date and to deposit or cause to be deposited with the Trustee an amount equal to the principal amount of the Bonds due on the Final Maturity Date by 12:00 noon, New York City time, on the fifth Business Day preceding the Final Maturity Date, or (ii) purchase, redeem or pay the Bonds in whole by the Final Maturity Date (including from any funds on deposit in the Assignment Payment Fund and required to be used for such redemption). A Failed Remarketing is a Termination Payment Event and will result in an Early Termination Payment Date under the Prepaid Energy Sales Agreement and the final payment of the Bonds on the Final Maturity Date.

No Optional Tender. The Bonds are ***not*** subject to optional tender by Bondholders during the Initial Interest Rate Period.

Redemption[*]

Optional Redemption of Series 2026[_]-1 Bonds. The Series 2026[_]-1 Bonds are subject to redemption at the option of CCCFA in whole or in part (in such amounts and by such maturities as may be specified by CCCFA and by lot within a maturity) on any date prior to the first day of the third month preceding the Final Maturity Date (i.e., prior to [_____] 1, 20[__][*]) at a Redemption Price, calculated by a quotation agent selected by CCCFA, equal to the greater of:

(a) the sum of the present values of the remaining unpaid payments of principal and interest to be paid on the Series 2026[_]-1 Bonds to be redeemed from and including the date of redemption (not including any portion of the interest accrued and unpaid as of the redemption date) to the stated maturity date of such Series 2026[_]-1 Bond, discounted to the date of redemption on a semiannual basis at a discount rate equal to the Applicable Tax-Exempt Municipal Bond Rate (defined below) for such Series 2026[_]-1 Bonds minus 0.25% per annum, provided, however, that

[*] Preliminary, subject to change.

if the Applicable Tax-Exempt Municipal Bond Rate results in a discount rate less than zero percent, such discount shall be 0.00% in any event, and

(b) the Amortized Value (defined below) thereof;

in each case plus accrued and unpaid interest to the date of redemption at the initial interest rates on the Series 2026[_]-1 Bonds.

On and after the first day of the third month preceding the Final Maturity Date (i.e., on and after [_____] 1, 20[__]*), the Series 2026[_]-1 Bonds are subject to redemption at the option of CCCFA in whole or in part (in such amounts and by such maturities as may be specified by CCCFA and by lot within a maturity) at a Redemption Price equal to the Amortized Value thereof as of the date of redemption, plus $__ per $1,000 of the principal amount thereof plus accrued and unpaid interest to the date of redemption at the initial interest rates on the Series 2026[_]-1 Bonds; provided that, if the optional redemption date is the Final Maturity Date, the Redemption Price will be 100% of the principal amount of the Series 2026[_]-1 Bonds to be redeemed plus accrued and unpaid interest to the date of redemption.

In lieu of redeeming Series 2026[_]-1 Bonds pursuant to the Indenture, the Trustee may, upon the Written Direction of CCCFA, use such funds as may be available by CCCFA or as are otherwise available under the Indenture to purchase such Series 2026[_]-1 Bonds on the applicable redemption date at a Purchase Price equal to the applicable Redemption Price of such Series 2026[_]-1 Bonds. Any Series 2026[_]-1 Bonds so purchased may be remarketed in a new Interest Rate Period or may be cancelled by the Trustee, in either case as set forth in the Written Direction of the Issuer.

The *"Applicable Tax-Exempt Municipal Bond Rate"* means, for the Series 2026[_]-1 Bond of any maturity, the "Comparable AAA General Obligations" yield curve rate for the year of such maturity as published by LSEG Data & Analytics at least one Business Day and not more than 90 days prior to the date that notice of redemption is required to be given pursuant to the Indenture. If no such yield curve rate is established for the applicable year, the "Comparable AAA General Obligations" yield curve rate for the two published maturities most closely corresponding to the applicable year shall be determined, and the Applicable Tax-Exempt Municipal Bond Rate will be interpolated or extrapolated from those yield curve rates on a straight-line basis. This rate is made available daily by LSEG Data & Analytics and is available to its subscribers through the internet address: https://tm3.com. In calculating the Applicable Tax-Exempt Municipal Bond Rate, should LSEG Data & Analytics no longer publish the "Comparable AAA General Obligations" yield curve rate, then the Applicable Tax-Exempt Municipal Bond Rate shall equal the Consensus Scale yield curve rate for the applicable year. The Consensus Scale yield curve rate is made available daily by Municipal Market Analytics and is available to its subscribers through its internet address: www.mma-research.com. In the further event Municipal Market Analytics no longer publishes the Consensus Scale, the Applicable Tax-Exempt Municipal Bond Rate shall be determined by a major market maker in municipal securities, as the quotation agent, based upon the rate per annum equal to the annual yield to maturity, calculated using semi-annual compounding, of those tax-exempt general obligation bonds rated in the highest Rating Category by Moody's and S&P with a maturity date equal to the stated maturity date of such Series 2026[_]-1 Bonds having characteristics (other than the ratings) most comparable to those of such Series 2026[_]-1 Bonds in the judgment of the quotation agent. The quotation

agent's determination of the Applicable Tax-Exempt Municipal Bond Rate shall be final and binding on all parties in the absence of manifest error and may be conclusively relied upon in good faith by the Trustee.

"Amortized Value" means, with respect to any Series 2026[_]-1 Bond to be redeemed during the Initial Interest Rate Period, the principal amount of such Series 2026[_]-1 Bond multiplied by the price of such Series 2026[_]-1 Bond expressed as a percentage, calculated by a major market maker in municipal securities, as the quotation agent, selected by CCCFA, based on the industry standard method of calculating bond prices (as such industry standard prevailed on the date such Series 2026[_]-1 Bond began to bear interest at its current Term Rate), with a delivery date equal to the date of redemption of such Series 2026[_]-1 Bond, a maturity date equal to the stated maturity date of such Series 2026[_]-1 Bond and a yield equal to such Series 2026[_]-1 Bond's original reoffering yield (as set forth on the inside cover page of this Official Statement) on the date such Series 2026[_]-1 Bond began to bear interest at its current Term Rate. The Amortized Value of the Series 2026[_]-1 Bonds as of certain dates during the Initial Interest Rate Period is shown on Appendix H.

Optional Redemption of Series 2026[_]-2 Bonds. The Series 2026[_]-2 Bonds are subject to optional redemption by CCCFA in whole or in part (in such amounts and by such maturities as may be specified by CCCFA and at random within a maturity), on any day on or after the first day of the third month preceding the Final Maturity Date for the Series 2026[_]-2 Bonds at a Redemption Price equal to 100% of the principal amount thereof to be redeemed, plus accrued and unpaid interest to the date of redemption. In lieu of redeeming the Series 2026[_]-2 Bonds pursuant to the Indenture, the Trustee may, upon the Written Direction of CCCFA, use such funds as may be available by CCCFA or as are otherwise available under the Indenture to purchase such Series 2026[_]-2 Bonds on the applicable redemption date at a Purchase Price equal to the applicable Redemption Price of such Series 2026[_]-2 Bonds. Any Series 2026[_]-2 Bonds so purchased may be remarketed in a new Interest Rate Period.

Extraordinary Mandatory Redemption. The Bonds shall be subject to mandatory redemption prior to maturity in whole, and not in part, on the first day of the Month following the Early Termination Payment Date, provided that in the case of a Failed Remarketing, the final payment on the Bonds will be required to be made on the Final Maturity Date, at a Redemption Price equal to (a) in the case of the Series 2026[_]-1 Bonds, the Amortized Value thereof, and (b) in the case of the Series 2026[_]-2 Bonds, 100% of the principal amount thereof, plus, in each case, accrued and unpaid interest to the redemption date at the initial interest rates on the Bonds. See APPENDIX H for a schedule showing the Redemption Price (excluding accrued interest) of the Series 2026[_]-1 Bonds upon an extraordinary mandatory redemption following an Early Termination Payment Date that occurs during the Initial Interest Rate Period.

CCCFA shall provide the Trustee with Written Notice of the Early Termination Payment Date (x) on the date on which a Failed Remarketing occurs, and (y) in all other cases, not more than five (5) Business Days after such date is determined.

Notice of Redemption. In the case of every redemption of Bonds, the Trustee must give notice, in the name of CCCFA, of the redemption of such Bonds by first-class mail, postage prepaid, to the registered owner of each Bond being redeemed, at its address as it appears on the bond registration books of the Trustee or at such address as such owner may have filed with the Trustee in writing for that purpose, as of the Regular Record Date, not less than 15 days prior to the redemption date in the case of an extraordinary mandatory redemption described above and not less than 30 days prior to the redemption date in the case of mandatory sinking fund redemption or optional redemption of the Bonds.

Each notice of redemption must identify the Bonds to be redeemed and must state (i) the redemption date, (ii) the Redemption Price or the manner in which it will be calculated, (iii) that the Bonds called for redemption must be surrendered to collect the Redemption Price, (iv) the address at which the Bonds must be surrendered, and (v) that interest on the Bonds called for redemption ceases to accrue on the redemption date. Failure of the registered owner of any Bonds which are to be redeemed to receive any such notice, or any defect in such notice, shall not affect the validity of the proceedings for the redemption of any Bonds.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds will be deemed to have been paid under the Indenture, such notice must state that such redemption will be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the Redemption Price of and interest on the Bonds to be redeemed, and that if such money shall not have been so received said notice will be of no force and effect, and CCCFA will not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee must within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Effect of Redemption. Notice having been given in the manner provided in the Indenture and, in the case of optional redemption of Bonds, sufficient moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on such Bonds being held by the Trustee, the Bonds or portions thereof so called for redemption will become due and payable on the redemption date so designated at the applicable Redemption Price, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, will be paid at the Redemption Price. If there shall be drawn for redemption less than all of a Bond, CCCFA must execute and the Trustee must authenticate and the Paying Agent must deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bonds so surrendered, Bonds of like Series, maturity and tenor in any of the Authorized Denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like maturity to be redeemed, together with interest to the redemption date, shall be held by the Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof of so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon the payment of the Redemption Price of the Bonds or portions thereof being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Selection of Bonds to be Redeemed. If less than all of the Bonds of like series, tenor and maturity are called for redemption, the particular Bonds or portions of Bonds of such series, tenor and maturity to be redeemed must be selected by lot in such manner as the Trustee shall determine, in its sole discretion, from Bonds of such series, tenor and maturity not previously called for redemption; *provided*, *however*, that the portion of any Bond of a denomination of more than a minimum Authorized Denomination to be redeemed shall be in the principal amount of such minimum Authorized Denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of a minimum Authorized Denomination which is obtained by dividing by such minimum Authorized Denomination the principal amount of such Bond to be redeemed in part.

Book-Entry System

The Bonds will be initially issued in book-entry only form through the facilities of DTC. The Bonds will be transferable and exchangeable as set forth in the Indenture and, when issued, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, principal of and premium, if any, and interest on the Bonds are payable by wire transfer by the Trustee to Cede & Co., as nominee for DTC, which, in turn, will remit such amounts to DTC participants for subsequent disbursement to the Beneficial Owners. See APPENDIX G — "BOOK-ENTRY SYSTEM".

DEBT SERVICE REQUIREMENTS

Set forth in the following table are the Debt Service requirements on the Bonds, giving effect to the fixed interest rates payable by CCCFA under the Interest Rate Swap, in each bond year during the Initial Interest Rate Period, excluding the principal amount of the Bonds that mature on the Final Maturity Date ([_____] 1, 20[__]*)[1].

YEAR ENDING [_____] 1	PRINCIPAL AMOUNT	INTEREST	TOTAL
TOTAL			

[1] The principal amount of the Bonds maturing on [_____] 1, 20[__]* is expected to be refunded or purchased prior to the Final Maturity Date. If these Bonds are not so refunded or purchased, a Failed Remarketing will occur and these Bonds will be paid pursuant to an extraordinary mandatory redemption on the Final Maturity Date.

THE PREPAID ENERGY SALES AGREEMENT

Purchase and Sale

Under the Prepaid Energy Sales Agreement, the Energy Supplier agrees to deliver an Annual Quantity of EPS Compliant Energy in each Contract Year, to be delivered on a monthly basis, set forth in the Prepaid Energy Sales Agreement (the *"Prepaid Energy"*) during the Delivery Period and CCCFA has agreed to make a lump sum advance payment to the Energy Supplier for all of the cost of the Prepaid Energy to be delivered during the Delivery Period. The total quantity of expected Prepaid Energy to be delivered by the Energy Supplier during the Initial Reset Period is approximately [__] million* MWh and is subject to change as described below under the heading "*Aggregate Quantity*".

For discussion of the Contract Price, see "THE POWER SUPPLY CONTRACT — *Pricing Provisions*".

* Preliminary; subject to change.

Delivery of Prepaid Energy

Assigned Energy. Assigned Energy delivered under the Prepaid Energy Sales Agreement shall be Scheduled at the delivery point specified in the applicable Assignment Agreement (an "*Assigned Delivery Point*"). Scheduling and transmission of Assigned Energy shall be in accordance with the applicable Assignment Agreement. At the start of the Delivery Period, the Project Participant is expected to assign the initially Assigned PPA, as described under "– *Assignment of Power Purchase Agreements*" below, for delivery of the quantity of Assigned Energy equal to the quantity of Prepaid Energy required to be delivered by the Energy Supplier during the term of such assignment.

Base Energy. If the Assigned Energy for any measurement period during the term of the Prepaid Energy Sales Agreement is less than the quantity of Prepaid Energy required to be delivered during such period, the Energy Supplier is required to deliver Base Energy for remarketing under the terms of the Prepaid Energy Sales Agreement. Base Energy is not expected to be delivered during the Initial Reset Period.

Title. Title to and risk of loss of the Energy delivered under the Prepaid Energy Sales Agreement shall pass from the Energy Supplier to CCCFA at the applicable Delivery Point. The transfer of title and risk of loss for all Assigned Energy shall be set forth in the applicable Assignment Agreement; provided that all Assignment Agreements shall provide for the transfer of Renewable Energy Credits in accordance with the Western Renewable Energy Generation Information System or its successor.

Aggregate Quantity. The aggregate quantity of Energy to be delivered during the term of the Delivery Period varies based on the quantities of Prepaid Energy CCCFA has agreed to deliver to the Project Participant under the Power Supply Contract. The aggregate average quantity of Monthly Projected Quantities under the Prepaid Energy Sales Agreement during the Initial Reset Period is approximately [_____] MWh.

Assignment of Power Purchase Agreements

[The Project Participant has assigned its Initial Assigned Rights and Obligations to MSCG pursuant to a limited assignment agreement with respect to one power purchase agreement providing for the delivery of EPS Compliant Energy for a term ending [_____ __], 20[__]. Upon the expiration of this initially Assigned PPA, the Project Participant expects to assign one or more additional PPAs to MSCG or the Energy Supplier in order to enable the Energy Supplier to meet its Energy delivery obligations under the Prepaid Energy Sales Agreement for the remainder of the Initial Reset Period.]

Upon any EPS Energy Period terminating or expiring (if EPS Compliant Energy is not available for delivery under the applicable Assignment Agreement immediately following (i) the end of any Force Majeure period (in the event of early termination) or (ii) the expiration of such EPS Energy Period), or any subsequent Assignment Agreement being entered into, the Prepaid Energy Sales Agreement and the Power Supply Contract include provisions to recalculate Assigned Quantities and quantities of Base Energy. As such, upon a replacement of the Assigned Rights and Obligations under an Assigned PPA, the quantities of Base Energy will be reduced as provided in the Prepaid Energy Sales Agreement. Quantities of Base Energy may also be revised to reflect any Replacement Assigned Rights and Obligations.

Failure to Deliver or Receive Energy

Assigned Quantities. Neither CCCFA nor the Energy Supplier shall have any liability or other obligation to one another for any failure to Schedule, receive, or deliver Assigned Quantities, except as described under the following subheading "— *Provisional Payments and Energy Remarketing*."

Base Energy. As Base Energy does not qualify as EPS Compliant Energy, CCCFA will have no obligation to take Base Quantities under the Prepaid Energy Sales Agreement. However, because CCCFA will have prepaid for all Energy to be delivered under the Prepaid Energy Sales Agreement, any Base Energy that is required to be delivered will be remarketed as described under the heading "*Provisional Payments and Energy Remarketing – Base Quantities*."

See "THE POWER SUPPLY CONTRACT — *Pricing Provisions*". **Base Energy is not expected to be delivered during the Initial Reset Period.**

Provisional Payments and Energy Remarketing

Assigned Quantities. In the event (a) the Annual Quantity has not been delivered for the then current Contract Year as of the end of a month and (b) the Assigned Quantities equivalent to the Monthly Projected Quantities for any month are not delivered under an Assigned PPA, the Energy Supplier will be obligated to make a payment to CCCFA equal to the quantity of Assigned Energy not delivered multiplied by the Day-Ahead Average Price for the relevant Month (any such payment, a *"Provisional Payment"*). To the extent that the Energy Supplier makes one or more Provisional Payments to CCCFA in any Contract Year and the Annual Quantity is not delivered in full within such Contract Year, the Energy Supplier will be deemed to have remarketed such undelivered Assigned Quantities (other than any portion thereof that was not delivered due to Force Majeure) and to have purchased such Assigned Quantities for its own account (at a price equal to the weighted average price of such Provisional Payments), and such purchase will constitute a private-business use sale; provided no remarketing shall occur with respect to any Provisional Payment required to be made for Assigned Quantities not delivered due to Force Majeure. In such case, the Project Participant shall be obligated to use Commercially Reasonable Efforts to remediate the proceeds of such sales with other qualifying purchases of Energy. To the extent the Project Participant has not remediated the proceeds of any such sale within twelve months of the first day of the Month prior to the Month in which CCCFA or the Project Participant receives the proceeds of such remarketing sale, the Energy Supplier is required to use Commercially Reasonable Efforts to remediate such proceeds through Qualifying Sales to the Project Participant or any Municipal Utilities (as defined in Appendix B).

Base Quantities. In the event of any expiration or termination of an Assigned PPA, the Project Participant is required to use Commercially Reasonable Efforts to enter into a new limited assignment agreement relating to one or more additional PPAs, providing for the assignment of its rights to delivery of quantities of EPS Compliant Energy equivalent to the Prepaid Quantities for the term of such assignment. If (i) the Energy Supplier is remarketing the Contract Quantity because an EPS Energy Period is not in effect (including in the event the Project Participant fails to replace an Assigned PPA that has expired or terminated, despite using Commercially Reasonable Efforts, or when the Energy Supplier is remarketing Base Quantities at the request of the Project Participant as a result of the Project Participant's decreased Energy requirements or decreased demand from its retail customers) and (ii) the Project Participant is not in default under its Power Supply Contract, then:

- the Energy Supplier shall be obligated to remarket Base Energy and purchase such Base Energy for its own account at the applicable index price;

- the Project Participant shall be obligated to use Commercially Reasonable Efforts to remediate the proceeds of such sales with other qualifying purchases of energy; and

- to the extent the Project Participant has not remediated the proceeds of such sales within twelve months, the Energy Supplier is required to use Commercially Reasonable Efforts to remediate such proceeds through Qualifying Sales to the Project Participant or other Municipal Utilities.

To the extent that the Project Participant is in default under its Power Supply Contract and the Energy Supplier is required to remarket Base Quantities, then:

- the Energy Supplier is required to use Commercially Reasonable Efforts to remarket equivalent quantities of Base Energy first to Municipal Utilities for a Qualifying Use, and if unable to remarket all or any portion of such quantities for a Qualifying Use at a net price not less than the applicable index price, to sell such remaining quantities in a non-private business sale; and

- to the extent the Energy Supplier cannot remarket such quantities to Municipal Utilities for a Qualifying Use, it is required to purchase such quantities for its own account.

The Energy Supplier shall pay to CCCFA the proceeds of any sales to Municipal Utilities or non-private business sales (net of a remarketing fee), and to the extent the Energy Supplier purchases quantities for its own account the Energy Supplier shall pay CCCFA an amount based on the applicable index price for such quantities; provided any such amounts payable by the Energy Supplier shall not be less than the Contract Price.

Financial Responsibility

If (a) the Energy Supplier or MSCG has entered into an Assignment Agreement that does not include a Receivables setoff provision substantially in the form prescribed in the Receivables Purchase Provisions (permitting the Energy Supplier to apply the face amount of Receivables relating to Assigned Product purchased by MSCG pursuant to the Assigned Rights and Obligations to reduce any Delivered Product Payment Amount) or (b) the Energy Supplier has a concern about the Project Participant's ability to make payments under the Power Supply Contract, and so notifies CCCFA, the Energy Supplier may request that CCCFA exercise its rights under the Power Supply Contract, including its right to demand adequate assurance, and CCCFA shall promptly exercise such rights if commercially reasonable.

In the event of a dispute or if the Project Participant fails to provide adequate assurance when requested, the Energy Supplier may suspend deliveries to CCCFA and remarket the Contract Quantity under the Prepaid Energy Sales Agreement until the demand is satisfied and the term of deliveries to any replacement customer (to which such Energy has been remarketed) is completed. Reasonable grounds include but are not limited to the occurrence of an insolvency or liquidation proceeding with respect to the Project Participant or the downgrading of the Project Participant's credit rating below investment grade (in accordance with the applicable rating scale of the rating agency), or such facts and circumstances which would constitute reasonable grounds for insecurity under applicable Law.

Payment After Delivery of Annual Quantity

After the Annual Quantity has been delivered for any Contract Year, the Energy Supplier shall pay CCCFA the Day-Ahead Average Price with respect to any remaining Monthly Projected Quantities for any such Contract Year.

Ledger Event

Except as described under the heading "*Provisional Payments and Energy Remarketing*" above, the Energy Supplier is required to use Commercially Reasonable Efforts to remarket Base Energy first in Qualifying Sales and next in non-private business sales. If the Energy Supplier is unable to remarket Base Energy required to be remarketed under the Prepaid Energy Sales Agreement in Qualifying Sales or in non-private business sales, it must purchase such Base Energy for its own account. Under certain circumstances as described under the heading "*Provisional Payments and Energy Remarketing*" above, the Energy Supplier will be required to purchase Base Quantities or Assigned Energy that is remarketed for its own account. To the extent the Energy Supplier purchases such electricity, CCCFA will exercise Commercially Reasonable Efforts to use the proceeds of such remarketing to purchase Energy (other than Priority Energy, as described below) for resale in qualified sales.

If after two years there are remaining remarketing proceeds from sales to purchasers other than Municipal Utilities or other qualified users, such balance will count against either a limit equivalent to a quantity of Energy, in MWh, equal to $15 million divided by a specified fixed price per MWh under the Prepaid Energy Sales Agreement (or such higher limit determined in a Favorable Opinion of Bond Counsel) or a limit of 10% of the original quantity of Energy purchased under the Prepaid Energy Sales Agreement (or such higher limit determined in a Favorable Opinion of Bond Counsel), depending on the status of the purchaser at the time the proceeds are received by CCCFA. Both limits apply in the aggregate over the term of the Prepaid Energy Sales Agreement. Once either limit has been exceeded, a Ledger Event will be deemed to have occurred.

The occurrence of a Ledger Event could cause interest on the Bonds to become subject to federal income taxation, possibly retroactive to the Initial Issue Date of the Bonds. [Upon the occurrence of a Ledger Event, an Energy Delivery Termination Event will occur under the Prepaid Energy Sales Agreement and a Ledger Termination Event will occur under the Funding Agreement, and the Energy Supplier will be required to withdraw the Final Payment Amount under the Funding Agreement, which will result in an Acceleration Event and extraordinary mandatory redemption of the Bonds.] See "THE PREPAID ENERGY SALES AGREEMENT—*Energy Remarketing*," "*—Ledger Event*," and "*—Termination*," and "THE FUNDING AGREEMENT—[*Investment Termination Events]*."

If either the Energy Supplier or CCCFA reasonably determines that interest on the Bonds is not excluded from gross income for federal income tax purposes due to a change in Law, receives an opinion of counsel to such effect and provides notice of such determination under the Prepaid Energy Sales Agreement, such remediation obligations shall cease to apply and shall be of no further force and effect.

Payment Provisions

The prepayment from CCCFA to the Energy Supplier will be due prior to the inception of the term of the Prepaid Energy Sales Agreement. To the extent any other amount becomes due to the Energy Supplier or CCCFA thereunder (for example, as a result of remarketing or failure to deliver by the Energy

Supplier), such amount will be due to the other party on or before the later of (x) the 25th or 22nd day, respectively, of the month following the month in which such amount accrues or (y) the 10th day following the relevant party's receipt of a billing statement (or if either such day is not a Business Day, the preceding Business Day).

Force Majeure

Each of CCCFA and the Energy Supplier are excused from their respective obligations to receive and deliver Energy under the Prepaid Energy Sales Agreement to the extent prevented by Force Majeure (as defined in APPENDIX B). The Energy Supplier is required to pay to CCCFA the applicable index price with respect to any Base Energy not delivered due to Force Majeure.

Assignment

Neither party may assign its rights under the Prepaid Energy Sales Agreement without the other party's prior written consent except:

(a) pursuant to the Indenture, CCCFA may transfer, sell, pledge, encumber or assign the Prepaid Energy Sales Agreement to the Trustee in connection with a financing arrangement; *provided* that CCCFA may not assign its rights under the Prepaid Energy Sales Agreement unless, contemporaneously with the effectiveness of such assignment, CCCFA also assigns the CCCFA Commodity Swap and CCCFA Custodial Agreement to the same assignee; and

(b) the Energy Supplier may assign the Prepaid Energy Sales Agreement to an affiliate, which assignment shall constitute a novation; provided that (i) the Energy Supplier delivers a Rating Confirmation with respect to such assignment, (ii) contemporaneously with the effectiveness of such assignment, the Energy Supplier also assigns the Energy Supplier Commodity Swap, the Energy Supplier Custodial Agreement and the Master Custodial Agreement to the same assignee and either (A) the Energy Supplier assigns the Funding Agreement and the Energy Management Agreement to the same assignee or (B) the assignee provides a guarantee of its obligations by Morgan Stanley, and (iii) the assignee is a special purpose entity approved by CCCFA or its obligations under the Prepaid Energy Sales Agreement are guaranteed or otherwise supported by the Funding Recipient to the satisfaction of CCCFA.

If either (a) the Energy Supplier notifies CCCFA that the Funding Agreement will not be replaced, re-financed or re-priced as of the end of any Interest Rate Period for the Bonds, (b) the Energy Supplier is unable to provide under the Re-Pricing Agreement an estimated Available Discount for any Reset Period that is equal to or greater than the applicable minimum discount under the Power Supply Contract, or (c) both (i) the Energy Supplier has agreed under the Re-Pricing Agreement to provide an Available Discount equal to or greater than the applicable minimum discount but for a Reset Period shorter than the entire remaining term to maturity of the Prepaid Energy Sales Agreement and (ii) CCCFA has identified a potential assignee that has agreed to provide an Available Discount equal to or greater than the applicable minimum discount for a Reset Period equal to the entire remaining term to maturity of the Prepaid Energy Sales Agreement, then, at the request of CCCFA, the Energy Supplier will reasonably cooperate with CCCFA to cause the Energy Supplier's (or the Energy Supplier's affiliate's) right, title and interest in the Prepaid Energy Sales Agreement, the Re-Pricing Agreement, the Energy Supplier Commodity Swap, the Energy Supplier Custodial Agreement and any Debt Service Account Investment Agreement with a term that extends past the then-current Interest Rate Period to which the Energy Supplier or any of its affiliates

is a party and all agreements related to any of the foregoing (collectively, the "Transaction Documents") to be novated to a replacement seller. The Prepaid Energy Sales Agreement and the Indenture impose certain requirements, including delivery of a Rating Confirmation, for any such novation.

Termination

Funding Recipient Event of Default. The Prepaid Energy Sales Agreement requires the Energy Supplier, upon the occurrence of an "Event of Default" (as defined in the Funding Agreement) with respect to the Funding Recipient, to exercise any right it has under the Funding Agreement to designate an early termination thereof and to exercise commercially reasonable efforts to recover the amounts due thereunder. The Energy Supplier further agrees in the Prepaid Energy Sales Agreement not to designate an "Early Redemption Date" causing payment of the Redemption Amount (as such terms are defined in the Funding Agreement).

Acceleration Event. Following the occurrence of an Acceleration Event, the Energy Supplier is required to pay the Termination Payment on the Early Termination Payment Date. An Acceleration Event will occur under the Prepaid Energy Sales Agreement under the following circumstances each an "*Acceleration Event*"):

- [the Funding Agreement is accelerated pursuant to the provisions of the Funding Agreement due to an Investment Termination Event thereunder (see "THE FUNDING AGREEMENT – *Investment Termination Events*");]

- the Energy Supplier is unable to replace, refinance or re-price the Funding Agreement for any Reset Period by the date that is one week prior to the beginning of the first Month following a Reset Period;

- the Project Participant gives a Remarketing Termination Notice under the Power Supply Contract for any Reset Period, and MSCG exercises its option to designate an EMA Early Termination Date under the Energy Management Agreement; or

- a Failed Remarketing occurs.

Energy Delivery Termination Events. An Energy Delivery Termination Date will occur automatically under the Prepaid Energy Sales Agreement upon the occurrence of an Acceleration Event or an Energy Delivery Termination Event. If an Energy Delivery Termination Date occurs, the Delivery Period under the Prepaid Energy Sales Agreement will end and the Energy Supplier will be required to make the payment or payments. An Energy Delivery Termination Date will occur under the following circumstances (each, an *"Energy Delivery Termination Event"*):

- the occurrence of a Ledger Event;

- both (a) an EMA Early Termination Date occurs under the Energy Management Agreement and (b) the Energy Supplier is unable to enter into a replacement Energy Management Agreement by the date that is 120 days following such EMA Early Termination Date;

- both (a) an early termination date is designated under the CCCFA Commodity Swap for any reason or occurs automatically pursuant to the terms of the CCCFA Commodity Swap

based on an event of default or a termination event thereunder and (b) either the Energy Supplier Commodity Swap or the CCCFA Commodity Swap is not replaced within the Swap Replacement Period; or

- both (a) an early termination date is designated (or occurs automatically) under the Energy Supplier Commodity Swap for any reason and (b) either the Energy Supplier Commodity Swap or the CCCFA Commodity Swap is not replaced within the Swap Replacement Period.

Termination Payment

Following an Acceleration Event, the Energy Supplier is required to pay the Termination Payment to the Trustee on the Early Termination Payment Date. Except in the case of a Failed Remarketing, the "Early Termination Payment Date" is the last Business Day of the Month that commences after an Acceleration Event occurs. In the case of an Acceleration Event that results from a Failed Remarketing, the Early Termination Payment Date will be the last Business Day of the current Interest Rate Period. The obligation of the Energy Supplier to pay the Termination Payment on the Early Termination Payment Date is unconditional, and the Energy Supplier waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available with regard to its obligation to pay the Termination Payment on the Early Termination Payment Date.

The amount of the Termination Payment is set forth on an exhibit to the Prepaid Energy Sales Agreement. The Termination Payment schedule generally corresponds to the amount payable by the Funding Recipient upon the maturity or prior redemption or acceleration of the Funding Agreement, or the price MSCG would pay to purchase the Funding Agreement from the Energy Supplier. The Termination Payment payable by the Energy Supplier, together with the amounts required to be on deposit in certain Funds and Accounts held by the Trustee, has been calculated to provide a sum at least sufficient to pay the Redemption Price of the Bonds, assuming that the Funding Recipient, the Energy Supplier, and the Investment Agreement Provider pay and perform their respective obligations under the Funding Agreement, the Prepaid Energy Sales Agreement, the Energy Management Agreement, and the Debt Service Account Investment Agreement when due.

Receivables Purchase Provisions

General. Pursuant to the Receivables Purchase Provisions of the Prepaid Energy Sales Agreement, the Energy Supplier has agreed to purchase from CCCFA the rights to payment of net amounts owed by the Project Participant under the Power Supply Contract (the "*Put Receivables*"). CCCFA is required to sell and the Energy Supplier is required to purchase Put Receivables under the circumstances described below under *"Put Receivables."*

Put Receivables. Upon a payment default by the Project Participant under the Power Supply Contract, CCCFA shall put to the Energy Supplier and the Energy Supplier shall purchase Put Receivables with a face value equal to the amount of the non-payment by the Project Participant. CCCFA shall exercise its put option by delivering notice (the "Put Option Notice") to the Energy Supplier on the Business Day following the date on which the relevant payment default occurs. The Put Option Notice shall include a description of the Put Receivables (including the relevant Project Participant, aging information and face amount of the Put Receivables) to be sold to the Energy Supplier (collectively, the "*Put Identified Receivables*").

Receivables Purchase by MSCG. Under the Energy Management Agreement, MSCG has agreed to accept as payment from the Energy Supplier any Put Receivables purchased by the Energy Supplier under the Receivables Purchase Provisions. See "The Energy Management Agreement."

THE INTEREST RATE SWAP

General

With respect to the Series 2026[_]-2 Bonds, CCCFA will enter into the Interest Rate Swap in order to more closely match its payment obligations on such Series 2026[_]-2 Bonds with its expected Revenues from payments under the Power Supply Contract and the CCCFA Commodity Swap. The Interest Rate Swap consists of a 2002 ISDA Master Agreement, a schedule thereto and a confirmation. The term of the Interest Rate Swap will extend for the term of the Initial Interest Rate Period.

Payments Under the Interest Rate Swap

Under the Interest Rate Swap, MSCG, as Interest Rate Swap Counterparty, is obligated to pay CCCFA on the Business Day preceding each Interest Payment Date floating amounts equal to the amount of interest due on the Series 2026[_]-2 Bonds on such Interest Payment Date, and CCCFA is obligated to pay the Interest Rate Swap Counterparty fixed amounts calculated using a fixed rate and notional amounts equal to the principal amount of Series 2026[_]-2 Bonds then Outstanding.

Interest Rate Swap Receipts received by CCCFA are deposited directly into the Debt Service Account. Interest Rate Swap Payments owed by CCCFA are payable from amounts on deposit in the Debt Service Account. Neither party will be obligated to make any payment (other than accrued and unpaid amounts) under the Interest Rate Swap upon early termination thereof.

Events of Default and Termination Events under the Interest Rate Swap

The Interest Rate Swap contains standard Events of Default and Termination Events set forth in the form of the 2002 ISDA Master Agreement (Multicurrency-Cross Border) published by the International Swap Dealers Association, Inc. (available at www.isda.org), subject to such modifications contained in the Schedule to such ISDA Master Agreement as are generally applied to municipal counterparties.

The Schedule to the ISDA Master Agreement provides that certain of such Events of Default and Termination Events will not apply or provides for a modification to the remedies available upon the occurrence of such an event. The Events of Default not applicable to CCCFA are Section 5(a)(ii)(2) (Repudiation of Agreement), Section 5(a)(v) (Default under Specified Transaction) and Section 5(a)(vi) (Cross Default), and the Termination Event not applicable to CCCFA is Section 5(b)(ii) (Force Majeure Event). Section 5(a)(ii)(2), Section 5(a)(v), Section 5(a)(vi) and Section 5(b)(ii) are also not applicable to the Interest Rate Swap Counterparty. Neither CCCFA nor the Interest Rate Swap Counterparty is required to pay any termination payment or other similar amount upon an early termination of the Interest Rate Swap.

The Interest Rate Swap also contains Additional Termination Events that will occur (a) upon any amendment, supplement or modification to the Indenture that materially adversely affects the priority of or security for CCCFA's obligation to make payments under the Interest Rate Swap and (b) automatically

upon the occurrence of an early termination of an Early Termination Payment Date under the Prepaid Energy Sales Agreement.

THE RE-PRICING AGREEMENT

General

CCCFA and the Energy Supplier will enter into the Re-Pricing Agreement which provides for the determination of Reset Periods subsequent to the Initial Reset Period to correspond to the related Interest Rate Periods on the Bonds. The Initial Reset Period under the Prepaid Energy Sales Agreement and the Power Supply Contract begins on [_____] 1, 20[__]* and ends on the last day of [_____] 20[__]*. The Initial Reset Period under the Prepaid Energy Sales Agreement ends one month before the end of the Initial Interest Rate Period, and each subsequent Reset Period will end one month before the end of the corresponding Interest Rate Period.

The debt service requirements on the Bonds for each Reset Period will not be known until the interest rate on the Bonds has been determined for such Reset Period. The Power Supply Contract includes provisions for the adjustment of the Energy sales price for each Reset Period so as to provide Revenues sufficient to enable CCCFA to meet the debt service requirements on the Bonds during each Reset Period. Accordingly, the Re-Pricing Agreement further provides for the calculation of the amount of the Available Discount (in cents per MWh) for sales of Energy to the Project Participant under the Power Supply Contract during each Reset Period.

In the event that the Available Discount for a future Reset Period is less than the Minimum Discount specified in the Power Supply Contract (which includes both monthly discounts and any annual refunds), the Project Participant may elect for the Power Supply Contract and the Assignment Agreements to be terminated by delivering a valid notice of such election (other than a Voided Remarketing Termination Notice) to CCCFA, the Energy Supplier and the Trustee (a "*Remarketing Termination Notice*") in accordance with the Power Supply Contract. In the event that the Project Participant gives a Remarketing Termination Notice, the Power Supply Contract will be terminated unless CCCFA and the Energy Supplier are able to achieve an Available Discount equal to or greater than the Minimum Discount (in which case such notice shall be a "*Voided Remarketing Termination Notice*"). Upon notice from the Energy Supplier that the Project Participant has delivered such notice (other than a Voided Remarketing Termination Notice), MSCG will have the option to terminate the Energy Management Agreement. If MSCG exercises this option, an Acceleration Event and an Early Termination Payment Date will occur under the Prepaid Energy Sales Agreement. If MSCG does not exercise such termination option, then the Energy will be remarketed in accordance with the provisions of the Indenture and the Prepaid Energy Sales Agreement. See "THE PREPAID ENERGY SALES AGREEMENT—*Provisional Payments and Energy Remarketing*" and "—*Termination*".

Replacement of Funding Agreement

The Re-Pricing Agreement includes provisions that enable the Energy Supplier to obtain proposals from the Funding Recipient and other qualified funding providers for funding agreements to replace the Funding Agreement upon its maturity (which coincides with the end of the Initial Interest Rate Period). CCCFA agrees to cooperate in good faith with the Energy Supplier and to take all steps reasonably within

* Preliminary; subject to change.

its control to cause the Bonds to be remarketed or refunded for the Interest Rate Period that corresponds to each Reset Period.

THE FUNDING AGREEMENT

Set forth below is a summary of certain provisions of the Funding Agreement. This summary does not purport to be a complete description of the terms and conditions of the Funding Agreement and accordingly is qualified by reference to the full text thereof. See APPENDIX J for a description of the Funding Recipient.

[To come]

THE ENERGY MANAGEMENT AGREEMENT

Set forth below is a summary of certain provisions of the Energy Management Agreement. This summary does not purport to be a complete description of the terms and conditions of the Energy Management Agreement and accordingly is qualified by reference to the full text thereof.

General

Under the Energy Management Agreement, MSCG agrees to sell and deliver the monthly or hourly Contract Quantity of electricity on a firm basis; *provided that* Assigned Energy to be delivered by MSCG in its capacity as a PPA Supplier under an Assignment Agreement shall be delivered pursuant to such Assignment Agreement and not under the Energy Management Agreement. The Energy Supplier agrees to pay MSCG for the electricity delivered (or remarketed by MSCG) under the Energy Management Agreement in an amount equal to the applicable index price set forth in the Energy Management Agreement, plus a specified fee per each MWh of electricity (the "*MSCG Fee*"), reduced by any amounts the Energy Supplier is required to remit under the Prepaid Energy Sales Agreement in respect of any energy subject to remarketing or provisional payments thereunder. The Contract Quantity, delivery points and delivery period under the Energy Management Agreement match the corresponding provisions of the Prepaid Energy Sales Agreement and, in turn, the corresponding provisions of the Power Supply Contract. The provisions of the Energy Management Agreement with respect to failures to deliver or take electricity match the corresponding provisions of the Prepaid Energy Sales Agreement.

MSCG as Agent

General. Under the Energy Management Agreement, the Energy Supplier appoints and directs MSCG as its agent and MSCG agrees to issue notices and other communications, billing statements and to take any other actions that the Energy Supplier is required or permitted to take under any of the agreements entered into by the Energy Supplier in connection with the Clean Energy Project, including the Prepaid Energy Sales Agreement and the Energy Management Agreement (collectively, the *"Energy Documents"*); provided that MSCG's agency role shall be limited to ordinary course actions required in connection with the Clean Energy Project and MSCG shall have no right to waive, modify or amend the terms of the Energy Management Agreement on the Energy Supplier's behalf or to act on the Energy Supplier's behalf with respect to any dispute thereunder. In exercising this agency power, MSCG shall have the authority to take any such actions as it deems necessary under the Energy Documents.

Standard of Care. In the conduct and performance of its agency role, MSCG shall conduct itself consistent with and observe the same standard of care as it has in similar transactions in which MSCG has acted as the seller under prepaid commodity sales agreements, and the Energy Supplier acknowledges and agrees that MSCG shall have no obligation to observe a standard of care greater than it has in such similar transactions or to take any actions or measures beyond those it typically takes in connection with such transactions. MSCG shall not be liable for any action taken or omitted by it in acting as agent on behalf of the Energy Supplier.

Energy Remarketing. Under the Energy Management Agreement, the Energy Supplier delegates, and MSCG assumes, all of the Energy Supplier's electricity remarketing obligations under the remarketing provisions of the Prepaid Energy Sales Agreement, and MSCG agrees to comply with such provisions. Pursuant to this delegation, all electricity remarketing notices, directions and other actions will be given to or by, and will be performed by, MSCG, except as described below.

Receivables Purchases. MSCG agrees in the Energy Management Agreement to accept as a credit against payment owed by the Energy Supplier any Put Receivables purchased by the Energy Supplier under the Receivables Purchase Provisions.

Payment Provisions

Amounts due from MSCG to the Energy Supplier under the Energy Management Agreement (for example, as a result of remarketing or failure to deliver by MSCG) will be due on or before the 22nd day of the month following the month in which such amount accrues. Amounts due from the Energy Supplier to MSCG under the Energy Management Agreement will be due on or before the 25th day of the month following the month in which such amount accrues. MSCG is not entitled to net amounts due and owing by it thereunder, but the Energy Supplier is entitled to net any amounts due and owing by MSCG against its monthly payments due to MSCG.

Force Majeure

Each of the Energy Supplier and MSCG are excused from their respective obligations to receive and deliver electricity under the Energy Management Agreement to the extent prevented by *force majeure*, defined generally as any cause not within the reasonable control of, or the result of the negligence of, the party claiming an excuse to its obligations, and which by the exercise of due diligence such party is unable to overcome or avoid.

Assignment

Neither party may assign its rights under the Energy Management Agreement without the other party's consent, except that MSCG may assign the Energy Management Agreement to an affiliate of MSCG (which assignment shall constitute a novation) to the extent that either the Morgan Stanley Guarantee continues to apply to the assignee's obligations or Morgan Stanley otherwise guarantees such assignee's obligations thereunder.

Defaults and Termination Events

MSCG Default. Each of the following events constitutes a *"MSCG Default"* under the Energy Management Agreement:

(a) MSCG fails to pay when due any amounts owed to the Energy Supplier pursuant to the Energy Management Agreement and such failure continues for two business days after receipt by MSCG of notice thereof, unless Morgan Stanley has made such payment under the Morgan Stanley Guarantee;

(b) certain bankruptcy or insolvency events with respect to MSCG;

(c) any representation or warranty made by MSCG in the Energy Management Agreement proves to have been incorrect in any material respect when made; and

(d) the Morgan Stanley Guarantee ceases to be in full force and effect or is declared to be null and void, or Morgan Stanley contests the validity or enforceability of the Morgan Stanley Guarantee; provided that no such event will occur as a consequence of Morgan Stanley becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding.

Energy Supplier Default. Each of the following events constitutes a *"Energy Supplier Default"* under the Energy Management Agreement:

(a) the Energy Supplier fails to pay when due any amounts owed to MSCG pursuant to the Energy Management Agreement and such failure continues for five business days after receipt by the Energy Supplier of notice thereof;

(b) certain bankruptcy or insolvency events with respect to the Energy Supplier; and

(c) any representation or warranty made by the Energy Supplier in the Energy Management Agreement proves to have been incorrect in any material respect when made.

Optional Non-Default Termination Event. The Energy Supplier is required to provide prompt written notice to MSCG of any Remarketing Termination Notice given by the Project Participant. Such notice will constitute an *"Optional Non–Default Termination Event"* under the Energy Management Agreement.

Automatic Non-Default Termination Event. The occurrence of an Energy Delivery Termination Date under the Prepaid Energy Sales Agreement will constitute an "*Automatic Non-Default Termination Event*" under the Energy Management Agreement.

Remedies and Termination

If an MSCG Default or an Energy Supplier Default has occurred and is continuing, the non-defaulting party may designate an early termination date under the Energy Management Agreement by notice to the defaulting party (an *"EMA Early Termination Date"*). If an Optional Non-Default Termination Event has occurred and is continuing, MSCG may designate an EMA Early Termination Date by notice to the Energy Supplier; provided that MSCG's right to designate an EMA Early Termination Date will expire if not exercised within ten Business Days of such event. An EMA Early Termination Date will occur automatically upon the occurrence of an Automatic Non-Default Termination Event.

If an Energy Delivery Termination Date occurs, the Delivery Period for electricity under the Energy Management Agreement will end and the obligations of the parties to deliver and receive electricity will terminate.

Morgan Stanley Guarantee

The payment obligations of MSCG under the Energy Management Agreement are unconditionally guaranteed by Morgan Stanley under the Morgan Stanley Guarantee. Any description of the Morgan Stanley Guarantee is qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of police and regulatory powers by federal and state authorities.

Neither the Trustee nor the Bondholders have any rights to enforce the Morgan Stanley Guarantee.

THE ENERGY SUPPLIER, MSCG, MSCS AND MORGAN STANLEY

Set forth below is certain information regarding the Energy Supplier, MSCG, MSCS and Morgan Stanley that has been obtained from such persons and other sources believed to be reliable. CCCFA assumes no responsibility for such information and cannot guarantee the accuracy thereof. Under no circumstance is the Energy Supplier, MSCG, MSCS or Morgan Stanley obligated to pay any amounts owed in respect of the Bonds.

Energy Supplier. The Energy Supplier is a Delaware limited liability company organized for the sole purpose of entering into the transactions on its part with respect to the Clean Energy Project. MSCG is the sole member (the "*Member*") and the Manager (the "*Manager*") of the Energy Supplier and will fund the Energy Supplier by the purchase of a subordinated note of the Energy Supplier (the "Subordinated *Note"*) under a note purchase agreement (the "*Subordinated Note Purchase Agreement"*) with the Energy Supplier and the capital contribution described below.

The Energy Supplier is governed by a three-member board of directors. One director is appointed by MSCG, one director is appointed by CCCFA, and the third director is an independent director appointed by MSCG. MSCG is designated as the Manager of the Energy Supplier. The Energy Supplier agrees to indemnify the directors (other than the non-independent director appointed by MSCG), the Member, the Manager and their affiliates ("*Covered Persons"*) for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Energy Supplier and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the Energy Supplier's limited liability company agreement; provided that the Energy Supplier's indemnification obligations to any Covered Person shall not in any event exceed $500,000 in the aggregate.

The director appointed by CCCFA has sole consent rights with respect to certain matters, including: the enforcement of the Energy Management Agreement and the Morgan Stanley Guarantee and the designation of any EMA Early Termination Date under the Energy Management Agreement; the removal and replacement of MSCG as the Manager of the Energy Supplier and as the Energy Supplier's agent under the Prepaid Energy Sales Agreement if the Energy Management Agreement between MSCG and the Energy Supplier has been terminated due to a MSCG Default; the removal and replacement of the Master Custodian (defined below); and certain determinations with respect to Reset Periods under the Re-Pricing Agreement.

CCCFA covenants in the Indenture that, in any vote that comes before the board of directors of the Energy Supplier regarding the Product Supplier Documents (as defined in the Indenture), it will instruct the CCCFA-appointed director to exercise its voting rights in favor of (a) observing and performing the Energy Supplier's obligations under the Prepaid Energy Sales Agreement, (b) the Energy Supplier enforcing the provisions of the Product Supplier Documents, and (c) not permitting any assignment, rescission,

amendment or waiver to or of the Product Supplier Documents which will in any manner materially impair or materially adversely affect the rights of CCCFA thereunder or the rights or security of the Bondholders under the Indenture. The director appointed by MSCG has sole consent rights with respect to other matters, including: the termination or replacement of the Energy Supplier Commodity Swap: and the entry into any contracts, transactions or other arrangements for the acquisition or sale of electricity by the Energy Supplier, including agreement by the Energy Supplier on the terms thereof including but not limited to pricing. The independent director is required to consider only the interests of the Energy Supplier and its creditors in acting or voting on certain material actions that require the unanimous consent of the directors. No resignation or removal of the independent director will be effective until a successor independent director has been appointed.

MSCG. Pursuant to the Energy Management Agreement, MSCG will act as the upstream electricity supplier to the Energy Supplier in connection with the Clean Energy Project. MSCG is the sole member and the manager of the Energy Supplier. MSCG is an indirect, wholly-owned subsidiary of Morgan Stanley. MSCG is engaged, among other things, in client facilitation and market-making activities in commodities and commodity derivative contracts. MSCG is registered as a swap dealer with the CFTC. The short-term and long-term issuer ratings of MSCG are "A-1" and "A+" from S&P Global Ratings and "P-1" and "Aa3" from Moody's.

MSCS. MSCS engages primarily in OTC derivative transactions as a market maker and provides trading related services to a broad range of customers and clients, including affiliates. MSCS is conditionally registered with the SEC as a security-based swap dealer and is registered as an OTC derivative dealer. MSCS is also registered with the CFTC as a swap dealer and is a member with ICE Clear Europe Ltd, ICE Clear Credit, LLC and LCH Clearnet Group Ltd. MSCS is an indirect subsidiary of Morgan Stanley. The short term and long term issuer ratings of MSCS are "A-1" and "A+" from S&P Global Ratings and "P-1" and "Aa3" from Moody's.

Morgan Stanley. Morgan Stanley is a global financial services firm that, through its subsidiaries and affiliates, provides a wide variety of products and services to a large and diversified group of clients and customers, including corporations, governments, financial institutions and individuals. Morgan Stanley was originally incorporated under the laws of the State of Delaware in 1981, and its predecessor companies date back to 1924. Morgan Stanley is a financial holding company regulated by the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956, as amended. Morgan Stanley conducts its business from its headquarters in and around New York City, its regional offices and branches throughout the U.S., and its principal offices in London, Tokyo, Hong Kong and other world financial centers. Morgan Stanley's principal executive offices are at 1585 Broadway, New York, New York 10036, and its telephone number is (212) 761-4000.

The senior unsecured long-term debt of Morgan Stanley is rated "A1" by Moody's, "A-" by S&P, and "A+" by Fitch.

Morgan Stanley is unconditionally guaranteeing the payment obligations of MSCG under the Energy Management Agreement and the Interest Rate Swap pursuant to the Morgan Stanley Guarantees.

Energy Supplier Master Custodial Agreement. The Energy Supplier, MSCG, CCCFA and The Bank of New York Mellon, as custodian (the *"Master Custodian"*), will enter into a Master Custodial Agreement (the *"Master Custodial Agreement"*) to administer:

(a) the amounts payable to the Energy Supplier under (i) the Funding Agreement, (ii) the Energy Management Agreement, (iii) the Prepaid Energy Sales Agreement, (iv) the Energy Supplier Commodity Swap, (v) the Subordinated Note Purchase Agreement and (vi) the Credit Default Swap (defined below), and

(b) the amounts payable by the Energy Supplier (i) under the Prepaid Energy Sales Agreement, (ii) under the Energy Management Agreement, (iii) under the Energy Supplier Commodity Swap, (iv) as a distribution to MSCG in its capacity as the sole member of the Energy Supplier, (v) on the Subordinated Note and (vi) under the Credit Default Swap.

The Master Custodial Agreement establishes a revenue account (the "*Energy Supplier Revenue Account*") and a capital account (the "*Energy Supplier Capital Account"*) with the Master Custodian. The amounts payable to the Energy Supplier under the Funding Agreement, the Energy Management Agreement, the Prepaid Energy Sales Agreement and the Energy Supplier Commodity Swap are required to be paid directly into the Energy Supplier Revenue Account.

Under the Master Custodial Agreement, the Master Custodian is required, to the extent of the amounts on deposit in the Energy Supplier Revenue Account and so long as no Early Termination Payment Date has occurred under the Prepaid Energy Sales Agreement, to make monthly transfers for the payment of amounts due by the Energy Supplier under (and in the following order of priority): (i) the Energy Supplier Commodity Swap (first in respect of settlement amounts and then to any unpaid amounts due thereunder); (ii) the Prepaid Energy Sales Agreement first in respect of payments for Receivables and then to any other amounts payable thereunder; and (iii) the Energy Management Agreement and any Assignment Agreement pursuant to which MSCG is the PPA Supplier (as instructed by the Energy Supplier). Following these monthly transfers, any remaining funds in the Energy Supplier Revenue Account are required to be transferred to the Energy Supplier Capital Account. Pending their application, the amounts in the Energy Supplier Revenue Account are required to be held in trust for the benefit of the Energy Supplier. Following receipt of notice from the Energy Supplier that an Early Termination Payment Date has occurred under the Prepaid Energy Sales Agreement, the Master Custodian is required to withdraw amounts on deposit in the Energy Supplier Revenue Account for the payment of other specified obligations of the Energy Supplier.

The Energy Supplier Capital Account will be initially funded by MSCG by the purchase of the Subordinated Note in the amount of $__ million* and a capital contribution of $1 million. The capital contribution may be in the form of cash or Cash Equivalents (defined below). In addition, MSCS and the Energy Supplier have entered into a credit default swap transaction (the "*Credit Default Swap"*) under which MSCS agrees to pay to the Energy Supplier specified amounts upon the occurrence of a Funding Recipient Event of Default with respect to the Funding Agreement and, except in the case of insolvency events, an acceleration of the Funding Agreement pursuant to the terms of the Funding Agreement.

Collectively, the proceeds of the Subordinated Note, the capital contribution and the amounts payable under the Credit Default Swap equal at least three percent of the outstanding (unamortized) amount of the prepayment under the Prepaid Energy Sales Agreement (approximately $__ million* as of the Initial Issue Date).

* Preliminary, subject to change.

Under the Master Custodial Agreement, the amounts in the Energy Supplier Capital Account may be invested only in: direct obligations of (or unconditionally guaranteed by) the United States (or any agency or political subdivision thereof, to the extent such obligations are supported by the full faith and credit of the United States) maturing not more than two years from the date of acquisition thereof; certain certificates of deposit and demand deposits; certain money market funds; demand deposits; and cash ("*Cash Equivalents*").

Amounts on deposit in the Energy Supplier Capital Account are required to be withdrawn by the Master Custodian pursuant to instructions provided by the Energy Supplier and applied to: (a) meet the Energy Supplier's collateral posting obligations under the credit support annexes to the Energy Supplier Commodity Swap; (b) make up any deficiency of the amounts on deposit in the Energy Supplier Revenue Account for the purposes described above; and (c) pay fees or other amounts due to the Master Custodian and the Independent Director. The Master Custodian shall have a lien, security interest and right of set-off for the payment of any claim by the Master Custodian for compensation, reimbursement or indemnity under the Master Custodial Agreement.

To the extent that the amounts on deposit in the Energy Supplier Capital Account (including any amounts posted by Energy Supplier as collateral under the Energy Supplier Commodity Swap) at any time exceed the greater of a scheduled amount specified in the Master Custodial Agreement or $__ million* (the greater of these amounts is referred to as the "*Minimum Deposit Amount"*), and after the payment of the Energy Supplier's obligations under the Energy Supplier Commodity Swap, the Prepaid Energy Sales Agreement and the Energy Management Agreement, under the Master Custodial Agreement the Master Custodian is instructed to withdraw amounts on deposit in the Energy Supplier Capital Account to be applied first to the payment of amounts due by the Energy Supplier under the Credit Default Swap, second as a distribution to MSCG in its capacity as the sole member of Energy Supplier, and third to the payment of amounts due, if any, under the Subordinated Note for any given Month; provided that the Master Custodian shall not transfer any amount from the Energy Supplier Capital Account to the extent the remaining balance in the Energy Supplier Capital Account following such transfer will be less than the Minimum Deposit Amount.

THE POWER SUPPLY CONTRACT

General

Under the Power Supply Contract, CCCFA has agreed to sell and deliver to the Project Participant, and the Project Participant has agreed to purchase and receive from CCCFA at the delivery point, quantities of EPS Compliant Energy, which shall be comprised of Assigned Energy and other EPS Compliant Energy delivered to CCCFA by the Energy Supplier under the Prepaid Energy Sales Agreement.

The Power Supply Contract will remain in full force and effect for a primary term ending at the end of the Delivery Period under the Prepaid Energy Sales Agreement; *provided, however*, that if the Prepaid Energy Sales Agreement is terminated, the Power Supply Contract will terminate on the Termination Date.

THE OBLIGATION OF THE PROJECT PARTICIPANT TO MAKE PAYMENTS TO CCCFA UNDER THE POWER SUPPLY CONTRACT IS NOT, NOR SHALL IT BE CONSTRUED AS, A GUARANTY OR ENDORSEMENT OF OR A SURETY FOR, THE BONDS. SUCH OBLIGATION OF THE PROJECT PARTICIPANT IS NOT A GENERAL OBLIGATION OF THE PROJECT

PARTICIPANT AND IS PAYABLE SOLELY FROM THE REVENUES DERIVED FROM SALES OF ENERGY TO THEIR CUSTOMERS. THE INDENTURE DOES NOT MORTGAGE THE CLEAN ENERGY PROJECT OR ANY TANGIBLE PROPERTIES OR ASSETS OF CCCFA OR THE PROJECT PARTICIPANT.

For information regarding the Project Participant, see APPENDIX A.

Pricing Provisions

Contract Price. For each MWh of Energy delivered to the Project Participant, the Project Participant shall pay CCCFA the applicable Contract Price; provided that CCCFA shall owe a payment to the Project Participant to the extent that the Contract Price is negative. The Contract Price for Assigned Energy is inclusive of any amounts due in respect of other Assigned Products. The *"Contract Price"* means (i) for Monthly Projected Quantities, the Day-Ahead Average Price for the Month in which Energy is delivered minus the Monthly Discount; and (ii) for Monthly Excess Quantities and Assigned Paygo Quantities, the Day-Ahead Average Price for the Month in which Energy is delivered. With respect to Monthly Excess Quantities and Assigned Paygo Quantities (as such terms are defined in APPENDIX B), the Project Participant's payment obligations under the Power Supply Contract shall be satisfied by its payment of the "Retained Payment Amount" consistent with the terms of the Participant Custodial Agreement (as such terms are defined in APPENDIX B).

If Base Energy is required to be delivered and remarketed pursuant to the Prepaid Energy Sales Agreement, the Energy Supplier will remarket such Base Energy at a price, net of applicable costs, not less than the Day-Ahead Market Price. See "THE PREPAID ENERGY SALES AGREEMENT — *Provisional Payments and Energy Remarketing*".

Through the Clean Energy Project, the Project Participant anticipates realizing a discount to existing fixed contract prices or to market Energy prices. No assurance can be given as to the total actual discount the Project Participant will realize.

Project Administration Fee

Under the Prepaid Clean Energy Project Administration Agreement, the Project Participant is required to pay to CCCFA annually a Project Administration Fee in an amount sufficient to pay any Operating Expenses then due and for which payment has not been made from the Operating Fund.

Assignment of Power Purchase Agreements

General. Concurrently with the execution of its Power Supply Contract, the Project Participant will assign the Initial Assigned Rights and Obligations to the Energy Supplier for delivery under the Prepaid Energy Sales Agreement.

Under the terms of a letter agreement, commencing six months prior to the expiration of any EPS Energy Period, or otherwise immediately upon the early termination or anticipated early termination of an EPS Energy Period, the Project Participant shall exercise Commercially Reasonable Efforts to assign the Assigned Rights and Obligations under one or more Assigned PPAs (pursuant to which the Project Participant is purchasing EPS Compliant Energy) either to the Energy Supplier or MSCG, subject to MSCG's and the Energy Supplier's consent to such assignment. For any Assigned PPA assigned to MSCG,

MSCG will be obligated to sell and deliver Assigned Energy and associated attributes it receives under all Assigned Rights and Obligations pursuant to such Assigned PPA to the Energy Supplier pursuant to the Energy Management Agreement, and the Energy Supplier will be obligated to deliver such Assigned Energy and associated attributes to CCCFA pursuant to the Prepaid Energy Sales Agreement. See "THE CLEAN ENERGY PROJECT - *Assignment of Power Purchase Agreements by the Project Participant*".

Failure to Obtain EPS Compliant Energy. Under the terms of a letter agreement, to the extent an EPS Energy Period terminates or expires and the Project Participant and MSCG have been unable to obtain EPS Compliant Energy for delivery, then the Energy Supplier shall remarket the Base Energy pursuant to the Prepaid Energy Sales Agreement, the obligations of the Project Participant and the Energy Supplier described under this heading shall continue to apply and the Project Participant may not make any new commitment to purchase Priority Energy during such a remarketing. See "THE PREPAID ENERGY SALES AGREEMENT – *Provisional Payments and Energy Remarketing*" and "THE POWER SUPPLY CONTRACT – *Remarketing of Energy*".

Billing and Payment

Not later than ten days following the end of the Month during the Delivery Period, CCCFA must provide a monthly billing statement of the amount due for the Energy actually delivered in the previous Month. The due date for payment by the Project Participant will be the 20th day of the month following the month of delivery (or if such day is not a Business Day, the preceding Business Day). The due date for payment from CCCFA will be the 28th day of the month following the month of delivery (or if such day is not a Business Day, the preceding Business Day). If the Project Participant disputes the appropriateness of any charge or calculation in any billing statement, the Project Participant, within the time provided for payment, must notify CCCFA of the existence of and basis for such dispute and, absent manifest error, must pay all amounts billed by CCCFA, including any amounts in dispute. If it is ultimately determined that the Project Participant did not owe the disputed amount, CCCFA must pay the Project Participant the disputed amount plus interest.

Annual Refunds

The Indenture provides for an annual refund of certain excess funds held under the Indenture to CCCFA on an annual basis. Such annual refund shall be credited to the next amount due from the Project Participant following the release of funds for such purpose to CCCFA under the terms of the Indenture. In determining the amount of such refunds to be credited to the Project Participant, CCCFA may reserve such funds as may be required under the terms of the Indenture or as it deems reasonably necessary and appropriate to cover anticipated costs and expenses to be incurred in the next succeeding bond year, with certain limitations.

Covenants of the Project Participant

Operating Expense. The Project Participant covenants (a) to make the payments on its part due under the Power Supply Contract from the revenues of its electric utility system, and only from such revenues, as an item of operating expense and (b) that it will not pledge or encumber its revenues in any way which creates a prior or superior obligation to its obligation to make payments under the Power Supply Contract.

Maintenance of Rates and Charges. The Project Participant has covenanted and agreed that it will establish, maintain, and collect rates and charges for its electric utility system so as to provide revenues sufficient, together with all available electric system revenues, to enable it to pay to CCCFA all amounts legally payable from such revenues and to maintain required reserves.

Qualifying Use. The Project Participant has agreed that it will (a) provide such information with respect to its electric utility system as may be requested by CCCFA in order to establish the tax-exempt status of the Bonds, and (b) act in accordance with such written instructions as CCCFA may provide from time to time in order to enable CCCFA to maintain the tax-exempt status of interest on the Bonds. Without limiting the foregoing, the Project Participant has further agreed to use the Energy purchased under the Power Supply Contract (a) in a "qualifying use" as defined in the applicable U.S. Treasury Regulation, (b) in a manner that will not result in any private business use of that Energy within the meaning of Section 141 of the Code, and (c) consistent with its Federal Tax Certificate (collectively, the *"Qualifying Use Requirements"*).

In the event that any portion of the Project Participant's contract quantity is remarketed in a manner that does not comply with the Qualifying Use Requirements, the Project Participant agrees to exercise Commercially Reasonable Efforts to use the proceeds of such remarketing to purchase Energy (other than Priority Energy, which are described below) for use in compliance with such Qualifying Use Requirements. The Project Participant further agrees to provide monthly remediation certificates to CCCFA and the Energy Supplier with respect to other purchases of Energy that is used in compliance with the Qualifying Use Requirements to remediate the proceeds from sales of Energy that were sold in a transaction that does not comply with the Qualifying Use Requirements.

Priority Energy. The Project Participant agrees to purchase and receive the Contract Quantity to be delivered under its Power Supply Contract (a) in priority over and in preference to all other Energy available to it that are not Priority Energy; and (b) on at least a *pari passu* and non-discriminatory basis with other Priority Energy. For purposes of this covenant and during the Delivery Period, *"Priority Energy"* means (a) the Contract Quantity, and (b) other Energy that the Project Participant is obligated to take under a long-term agreement that is purchased with or generated using capacity that was constructed using the proceeds of tax-exempt bonds, notes, or other obligations.

Delivery Points; Title and Risk of Loss

Assigned Energy. Assigned Energy delivered under the Power Supply Contract shall be Scheduled for delivery to and receipt at the applicable Assigned Delivery Point specified in the applicable Assignment Agreement. All other Assigned Energy will be delivered pursuant to the terms of the applicable Assignment Agreement. Scheduling and transmission of Assigned Energy shall be in accordance with the applicable Assignment Agreement.

Title. Title to and risk of loss of the Prepaid Energy delivered under each Power Supply Contract shall pass from the CCCFA to the Project Participant at the applicable Assigned Delivery Point. The transfer of title and risk of loss for Assigned Energy shall be in accordance with the applicable Assignment Agreement.

Failure to Perform

To the extent that specified quantities of Assigned Product are not delivered to the Project Participant for reasons other than Force Majeure, the remarketing provisions of the Prepaid Energy Sales Agreement shall apply. See "THE PREPAID ENERGY SALES AGREEMENT — *Provisional Payments and Energy Remarketing*". Neither the Project Participant nor CCCFA has any liability to one another for any failure to take or deliver Assigned Energy, except as described in this section under "— *Assignment of Power Purchase Agreements*."

Remarketing of Energy

Under the Prepaid Energy Sales Agreement, in the event the Project Participant is in default under its Power Supply Contract or does not require or is unable to receive all or any portion of its Contract Quantity under its Power Supply Contract as a result of (i) the Project Participant's decreased Energy requirements, (ii) decreased demand by its retail customers, or (iii) EPS Compliant Energy not being available for delivery under the Prepaid Energy Sales Agreement, or if the Assigned Energy for any measurement period is not equal to or greater than the quantity of Prepaid Energy required to be delivered during such period for any reason other than Force Majeure, then the Energy Supplier is required to remarket such portion of the Contract Quantity as required under the Remarketing Provisions. Under the Prepaid Energy Sales Agreement, CCCFA arranges for sales through the Energy Supplier in accordance with the Remarketing Provisions. If the Energy Supplier successfully makes such a sale or sales, CCCFA must credit against the amount owed by the Project Participant to CCCFA the amount received from the Energy Supplier, such credit not to exceed the Contract Price for the Energy so sold. See "The Prepaid Energy Sales Agreement — *Provisional Payments and Energy Remarketing*".

Force Majeure

Except with regard to a party's obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure under the Power Supply Contract, neither party shall be liable to the other for failure to perform its obligations under the Power Supply Contract to the extent such performance is prevented by an event of "*Force Majeure*" (as defined in APPENDIX B).

Default

Each of the following is a default under the Power Supply Contract:

(a) Any representation or warranty made by a party in the Power Supply Contract shall prove to have been incorrect in any material respect when made; and

(b) A party fails to perform, observe or comply with any covenant, agreement or term contained in the Power Supply Contract, subject to such grace period and notice or, knowledge provisions set forth therein.

In addition, each of the following is a default by the Project Participant under the Power Supply Contract:

(a) Failure by the Project Participant to pay when due any amounts owed to CCCFA under the Power Supply Contract, subject to a grace period; and

(b) The insolvency or bankruptcy of the Project Participant.

Upon the occurrence of a default by the Project Participant described in (b) above, the Power Supply Contract will automatically terminate and all amounts due to CCCFA will be immediately due and payable. Upon the occurrence of the other defaults described above, the non-defaulting party may terminate the Power Supply Contract and/or declare all amounts due to it to be immediately due and payable. During the existence of a default, the non-defaulting party may exercise all other rights and remedies available to it at law or in equity, including without limitation mandamus, injunction and action for specific performance, to enforce any covenant, agreement or term of the Power Supply Contract.

In addition, the Project Participant's issuance of a valid Remarketing Termination Notice (other than a Voided Remarketing Termination Notice) is an "Automatic Non-Default Termination Event" under the Power Supply Contract, and if such notice is issued (A) the Delivery Period will end as of the end of the then-current Reset Period (*i.e.*, as of the end of the Reset Period preceding the Reset Period for which the notice was issued), (B) the Power Supply Contract will terminate upon payment of any outstanding amounts due thereunder and (C) the Project Participant will exercise its right to terminate any Assignment Agreements in effect.

In addition to the remedies described above, during the existence of any payment default by the Project Participant, CCCFA may suspend its performance under the Power Supply Contract and discontinue the supply of all or any portion of the Energy otherwise to be delivered to the Project Participant under the Power Supply Contract.

If CCCFA exercises its right to discontinue Energy deliveries to the Project Participant, such service may only be reinstated, at a time determined by CCCFA, upon (a) payment in full by the Project Participant of all amounts then due and payable under its Power Supply Contract and (b) payment in advance by the Project Participant at the beginning of each month amounts estimated by CCCFA to be due from the Project Participant for the future delivery of Energy for such month. If the Project Participant fails to accept the Energy tendered, CCCFA has the right to sell the Energy to third parties.

Assignment

The provisions of the Power Supply Contract are binding on the successors and assigns of such contract. Neither party may assign the Power Supply Contract to another party without the prior written consent of the other party, except that CCCFA may assign its interests to secure its obligations under the Indenture. Prior to assigning all or any part of its interest in the Power Supply Contract, the Project Participant is required to deliver to CCCFA a Rating Confirmation from each rating agency then rating the Bonds. Any applicable Assignment Agreement will terminate concurrent with the assignment of the Power Supply Contract.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

General

CCCFA is a joint powers authority formed pursuant to the Act and the joint powers agreement (the *"JPA Agreement"*) made among those public agencies which are its members. CCCFA was incorporated and organized in 2021. As of the date of this Official Statement the members of CCCFA are Ava Community Energy Authority, Central Coast Community Energy, Clean Power Alliance of Southern

California, Marin Clean Energy and the Project Participant (Silicon Valley Clean Energy Authority) (each a "*Founding Member*") and San Diego Community Power, Pioneer Community Energy, the City of San José through its community choice aggregator program known as San José Clean Energy, Sonoma Clean Power Authority, Valley Clean Energy Alliance, Orange County Power Authority, Desert Community Energy, Redwood Coast Energy Authority, and WestLight Energy (each an "Associate Member" and, together with the Founding Members and any additional members which may later be added as parties to the JPA Agreement, a "*Member*").

Each Member is a community choice aggregator, and a public agency as defined in the Act, which operates a community choice aggregation program with the authority to group retail electricity customers to solicit bids, broker, and contract for electricity and energy services for those customers, and to enter into agreements for services to facilitate the sale and purchase of electricity and other related services, and to study, promote, develop, conduct, operate and manage energy-related programs.

CCCFA was formed for, among other purposes, the purpose of financing energy prepayments which can be financed with tax advantaged bonds for the benefit of its Members.

Powers and Authority

Under the provisions of the Act, CCCFA has all of the powers common to the Members, and any and all power in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations, including: (i) the purchase and sale of electric energy and associated capacity and environmental attributes, (ii) the design, acquisition, maintenance, or operation of any Public Capital Improvement (as defined in the Act) or other facility or improvement, or the leasing thereof, (iii) the provision of working capital, and (iv) any other project, program, public capital improvement or purpose authorized by the Act or other law to be undertaken, financed, or refinanced by CCCFA, in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations (a "*Prepayment Project*"). CCCFA shall have the power to issue, incur, sell and deliver bonds in accordance with the provisions of the Act and other applicable laws for the purpose of acquiring, undertaking, financing, or refinancing one or more Prepayment Projects.

Under the provisions of the JPA Agreement and the Act, CCCFA has (among others) the following powers:

(a) to acquire, purchase, finance, operate, maintain, utilize and/or dispose of one or more Prepayment Projects and any facilities, programs or other authorized costs relating thereto;

(b) to make and enter contracts (including without limitation interest rate, commodity, basis and similar hedging contracts intended to hedge payment, rate, cost or similar exposure);

(c) to employ agents and employees;

(d) to acquire, manage, maintain or operate any building, works or improvements;

(e) to acquire, hold, lease or dispose of property;

(f) to incur debts (including without limitation through the issuance or incurrence of bonds), liabilities or obligations (which shall not constitute debts, liabilities, or obligations of any of the Members);

(g) to sue and be sued in its own name;

(h) to receive gifts, contributions and donations of real or personal property, funds, services and other forms of assistance from any source;

(i) to receive, collect, invest and disburse moneys;

(j) to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

(k) to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy-related programs;

(l) to defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions; and

(m) to exercise any other power and take any other action permitted by law to accomplish the purposes of the JPA Agreement.

The JPA Agreement shall continue in full force and effect until terminated as provided in therein; *provided*, *however*, the JPA Agreement cannot be terminated while either (a) any bonds of CCCFA, including the Bonds, remain outstanding, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any bonds.

Governance and Management

Board of Directors. CCCFA is governed by a Board of Directors (the "Board") consisting of one director for each Founding Member. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CCCFA. The Board has appointed Steve Rymer of Municipal Resources Group, LLC ("*MRG*") as General Manager and may appoint one or more part-time or full-time Assistant General Managers. The General Manager is responsible for the day-to-day operation and management of CCCFA. The names of the current directors of CCCFA are listed on the roster page at the front of this Official Statement.

Management. Steve Rymer of MRG serves as CCCFA's General Manager. The Board has not appointed an Assistant General Manager. CCCFA's current management team also includes Garth Salisbury as Treasurer/Controller and David J. Ruderman of Colantuono, Highsmith & Whatley, PC as General Counsel.

Other CCCFA Projects

CCCFA has entered into, sold and delivered obligations, and will in the future enter into, sell and deliver obligations, other than the Bonds, which other obligations are and will be secured by instruments separate and apart from the Indenture. The holders of such obligations of CCCFA have no claim on the security for the Bonds and the holders of the Bonds will have no claim on the security of such other obligations issued by CCCFA.

In furtherance of its corporate and public purposes, CCCFA intends to acquire and finance supplies of electricity on a prepaid basis for sale to other community choice aggregators. CCCFA is currently

developing additional Clean Energy Projects under transaction and financing structures that are expected to be generally similar to the structure of the Clean Energy Project. CCCFA can give no assurance as to the timing or terms of these projects or that they will be completed. A range of factors that are outside of the control of CCCFA, including the final negotiation of transaction documents, the approval of commodity supply contracts by the prospective project participants, changes in market prices and rates, the receipt of bond ratings, and other factors could result in these transactions not being completed.

Any additional Clean Energy Projects that may be undertaken by CCCFA will be separate and distinct transactions, and the bonds issued to finance these projects will be payable solely from the commodity sales and other revenues pledged for their payment. In no event will the Revenues and Trust Estate pledged to the payment of the Bonds be used to pay any other bonds of CCCFA.

Separate Obligations

THE BONDS, PREVIOUS BONDS ISSUED BY CCCFA, ANY FUTURE BONDS THAT MAY BE ISSUED BY CCCFA AND ANY FUTURE CONTRACTS THAT CCCFA MAY ENTER INTO TO ACQUIRE ADDITIONAL ENERGY OR ELECTRICITY ARE AND WILL BE SEPARATE AND DISTINCT OBLIGATIONS OF CCCFA. ANY FUTURE BONDS OR CONTRACTS WILL NOT BE SECURED BY OR PAYABLE FROM THE REVENUES PLEDGED BY THE INDENTURE TO THE PAYMENT OF THE BONDS, AND THE BONDS WILL NOT BE SECURED BY OR PAYABLE FROM THE REVENUES DERIVED FROM ANY FUTURE PROJECT, CLEAN ENERGY PROJECT OR CONTRACT OF CCCFA.

Limited Liability

CCCFA DOES NOT HAVE THE POWER TO LEVY AD VALOREM PROPERTY TAXES. ALL BONDS ISSUED BY CCCFA ARE PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM ITS ACTIVITIES PURSUANT TO ITS STATUTORY PURPOSES AND POWERS AND IN ACCORDANCE WITH THE APPLICABLE FINANCING DOCUMENTS. THE BONDS ARE PAYABLE SOLELY FROM AND SECURED SOLELY BY THE TRUST ESTATE PLEDGED PURSUANT TO THE INDENTURE.

COMMUNITY CHOICE AGGREGATORS

General

The Project Participant is a "community choice aggregator" pursuant to Section 331.1 of the Public Utilities Code (a "*CCA*"). See APPENDIX A for information with respect to the Project Participant.

Establishment of Community Choice Aggregators

A CCA may be established by any city, county, or city and county whose governing board elects to combine the loads of its residents, businesses, and municipal facilities in a community-wide Energy buyers' program, and by any group of cities, counties, or cities and counties whose governing boards have elected to combine the loads of their programs, through the formation of a joint powers agency established under Joint Powers Act, provided in either case that the entity is not within the jurisdiction of a local publicly owned electric utility that provided electrical service as of January 1, 2003. "Local publicly owned electric utility" means a municipality or municipal corporation operating as a "public utility" and certain municipal

utility districts, public utility districts, irrigation districts, or joint powers authorities that include one or more of these agencies and that owns generation or transmission facilities or furnishes electric services over its own or its members' electric distribution systems.

Community Choice Service Model

Once a community forms or joins a CCA, the CCA is the default energy provider in that community. The CCA procures energy for customers in that community, but the investor-owned utility for that community continues to provide transmission, distribution and billing services to customers. Revenues from the sale of energy by the CCA are delivered by the investor-owned utility to the CCA as they are received over the course of the billing period.

Service Contract Requirements and Registration with the Public Utilities Commission

CCAs are required to have an operating service agreement with the applicable investor-owned utility prior to furnishing electric service to consumers within its jurisdiction. The service agreement must include performance standards that govern the business and operational relationship between the CCA and the investor-owned utility. CCAs are also required to register with the California Public Utilities Commission (the "*PUC*"), which may require additional information to ensure compliance with basic consumer protection rules and other procedural matters. Once notified of a CCA program, the applicable investor-owned utility is required to transfer all applicable accounts to the CCA within a 30-day period from the date of the close of the utility's normally scheduled monthly metering and billing process.

Customer Participation and Opt-out Rights

Participation in a CCA is voluntary. Each local government seeking to form or join a CCA must adopt an appropriate authorizing resolution or ordinance. When a community forms or joins a CCA, customers are given advance notice and have the choice to opt-out of the CCA program prior to or after transition to the CCA, and instead receive Energy from the applicable investor-owned utility. Customers that do not opt-out are automatically enrolled in the program. Customers that opt-out may be subject to a fee.

Regulatory Compliance

CCAs are "load-serving entities" and as such are required to comply with the renewable portfolio standards and reliability standards established by the PUC and the California Energy Commission (the "*CEC*") and file integrated resource plans and other periodic reports with the PUC and the California Energy Commission.

Cost Recovery Related to Transfer of Customers to a CCA

Although investor-owned utilities do not purchase power for CCA customers, they continue to deliver the power. Investor-owned utilities also have the obligation to provide electric service to customers that opt out of CCA service as the "provider of last resort." In order to compensate investor-owned utilities for investments in power generation and long-term power purchase contracts associated with the loss of customers to CCAs, the PUC has established a "power charge indifference adjustment" (the "*PCIA*") applicable to CCA customers. The PCIA is calculated by taking the difference between (i) the "actual portfolio cost" related to utility's power procurement (e.g., utility-owned generation and purchased power),

and (ii) the "market value of the portfolio," which is measured by the Market Price Benchmark (the "*MPB*") and the megawatt hours of generation.

The MPB is based on a PUC approved methodology for calculating the current market cost of renewables and natural gas-fueled power. If the investor-owned utility's actual portfolio cost is above-market value, the departing load customers pay their share of the difference in the form of a PCIA based on their power consumption. The amount of the PCIA applicable to a CCA customer depends on when a customer left the investor-owned utility and what the investor-owned utility's portfolio was at the time. Each departing load customer pays the assigned "vintage PCIA." For example, a customer who departed in 2019 pays the "2019 vintage PCIA" which only includes the above market costs of pre-2020 vintage power procured by the investor-owned utility.

In addition to PCIA charges, CCA customers are required to pay certain other "non-bypassable departing load charges", including a nuclear decommissioning charge, a public purpose charge and a cost allocation charge to pay for new resources needed for ongoing system reliability.

THE COMMODITY SWAPS

CCCFA Commodity Swap

CCCFA has entered into the CCCFA Commodity Swap under which CCCFA will pay a floating Energy price at a specified pricing point and will receive a fixed Energy price for the notional quantities specified in the CCCFA Commodity Swap for each month of such term.

Under the CCCFA Commodity Swap, for each calendar month that the relevant floating price of Energy is greater than the fixed price specified in the CCCFA Commodity Swap on an aggregate net basis for all delivery hours in such month, CCCFA will be obligated to pay to the Commodity Swap Counterparty (on an aggregate net basis for all hours in such month) an amount equal to the product of (x) the difference between the floating price and the fixed price for each such hour multiplied by (y) a notional quantity equal to the quantity of Prepaid Energy scheduled to be delivered during such hour by the Energy Supplier under the Prepaid Energy Sales Agreement. If the fixed price specified in a CCCFA Commodity Swap is greater than the relevant floating price of Prepaid Energy on an aggregate net basis for all delivery hours in such month, the Commodity Swap Counterparty will be obligated to pay CCCFA (on an aggregate net basis for all hours in such month) an amount equal to the product of (x) the difference between the fixed price and floating price multiplied by (y) a notional quantity equal to the quantity of Prepaid Energy scheduled to be delivered during such hour by the Energy Supplier under the Prepaid Energy Sales Agreement. If the relevant floating price for a calendar month is equal to the specified fixed price, no payment will be owed by either party to the other under the CCCFA Commodity Swap for such month.

Energy Supplier Commodity Swap

The Energy Supplier has entered into a comparable Energy Supplier Commodity Swap with the same Commodity Swap Counterparty under which the Energy Supplier pays a fixed Energy price and receives a floating Energy price for the same notional quantities at the same pricing points.

Form of Commodity Swaps and Term

The Commodity Swaps have been entered into as a confirmation under a 2002 ISDA Master Agreement with certain amendments and elections under the Master Agreement that have been agreed to by the parties. The Commodity Swaps have an initial term of two months and thereafter rolling one-month terms that renew automatically upon the payment due date of each monthly net settlement amount due thereunder through the term of the Delivery Period under the Prepaid Energy Sales Agreement unless an early termination date occurs under the Commodity Swaps.

Payment

For each month of scheduled deliveries and notional amounts, each party with a net obligation under a Commodity Swap (based on the relative values of the fixed price and relevant index prices) will pay that net obligation to the other party on (x) in the case of the CCCFA Commodity Swap, the 25th day and (y) in the case of the Energy Supplier Commodity Swap, the 23rd day, in each case, of the calendar month following the month to which the applicable day-ahead market prices relate (or if such day is not a business day, either the following business day of such month or the preceding business day, respectively).

Early Termination

General. Each of the Commodity Swaps will be subject to early termination under certain circumstances. This early termination can be triggered automatically or upon the election by the non-defaulting party or the non-affected party as described below. No settlement or other termination payment (other than previously accrued amounts) would be due to any party as a result of any early termination of either Commodity Swap, except that if an Energy Supplier Commodity Swap is terminated for certain reasons, the Energy Supplier, in addition to previously accrued unpaid amounts, shall owe the Commodity Swap Counterparty a make-whole amount equal to the discounted present value of the fee the Commodity Swap Counterparty would have received for the remainder of the then-current Reset Period (a "*Termination Fee*").

Automatic Termination of Both Commodity Swaps. The occurrence of an Energy Delivery Termination Event under the Prepaid Energy Sales Agreement for any reason results in the automatic termination of the CCCFA Commodity Swap and the Energy Supplier Commodity Swap. Upon the occurrence of an EMA Early Termination Date (and in the case of the Energy Supplier Commodity Swap and written notice thereof to the Commodity Swap Counterparty), both the CCCFA Commodity Swap and the Energy Supplier Commodity Swap will terminate automatically as of the EMA Termination Date.

Automatic Termination of the CCCFA Commodity Swap. The Energy Supplier's delivery of notice to CCCFA under the Prepaid Energy Sales Agreement that either (x) an Energy Supplier Commodity Swap terminates or (y) a notice has been delivered designating an early termination date under the Energy Supplier Commodity Swap, in either case, results in the automatic termination of the CCCFA Commodity Swap concurrently with the termination of such Energy Supplier Commodity Swap.

Elective Termination of the CCCFA Commodity Swap. Each of the following events of default and termination events would provide the non-defaulting party or the non-affected party (or, in the case of tax indemnification, the party required to make an additional payment or receive a reduced payment) the right to terminate the CCCFA Commodity Swap if it is not cured within the applicable cure period:

- a party's failure to pay amounts due to the other party under the CCCFA Commodity Swap (notwithstanding any payment from the Custodian to CCCFA under the Energy Supplier Custodial Agreement following the Commodity Swap Counterparty's failure to pay any amounts when due);

- a party becomes subject to certain insolvency events;

- a credit support default occurs with respect to the Commodity Swap Counterparty;

- the Commodity Swap Counterparty's Credit Rating is not at least "Baa3" from Moody's and "BBB-" from S&P, where "*Commodity Swap Counterparty's Credit Rating*" means (a) the credit rating assigned by the applicable rating agency to the senior, unsecured long-term debt obligations (not supported by third party credit enhancements) of [____] (defined below), or (b) if there is no such rating, then [____]'s issuer rating;

- certain provisions of (i) the Prepaid Energy Sales Agreement related to termination of the Prepaid Energy Sales Agreement or the Receivables Purchase Provisions or (ii) the Energy Management Agreement related to the termination thereof or MSCG's receivables purchase obligations thereunder, in either case, are modified without the Commodity Swap Counterparty's consent, and the Commodity Swap Counterparty notifies CCCFA (within a specified period) of its determination that such amendment, if not rescinded, would have certain effects on termination of the Prepaid Energy Sales Agreement, the Energy Management Agreement, the CCCFA Commodity Swap and/or the Energy Supplier Commodity Swap;

- CCCFA fails to exercise its right to suspend all energy deliveries under the Power Supply Contract to the Project Participant upon the Project Participant's failure to pay when due any amounts owed to CCCFA thereunder; and

- the Indenture is modified in breach of the Commodity Swap Counterparty's consent rights under the Indenture.

Automatic Termination of Energy Supplier Commodity Swap. CCCFA's delivery of a notice to the Energy Supplier under the Prepaid Energy Sales Agreement that either (x) a CCCFA Commodity Swap terminates or (y) notice has been delivered designating an early termination date under the CCCFA Commodity Swap, in either case, results in the automatic termination of the Energy Supplier Commodity Swap concurrently with the termination of the CCCFA Commodity Swap.

Elective Termination of the Energy Supplier Commodity Swap. Each of the following events of default or termination events would provide the non-defaulting party or non-affected party (or, in the case

of tax indemnification, the party required to make an additional payment or receive a reduced payment) the right to terminate an Energy Supplier Commodity Swap if it is not cured within the applicable cure period:

- a party's failure to pay amounts due to the other party under the Energy Supplier Commodity Swap;
- a party becomes subject to certain insolvency events;
- credit support default with respect to a party;
- the Commodity Swap Counterparty's Credit Rating is not at least "Baa3" from Moody's and "BBB-" from S&P, with "Commodity Swap Counterparty's Credit Rating" having the meaning described above under *"Elective Termination of the CCCFA Commodity Swap"*;
- (i) certain provisions of the Prepaid Energy Sales Agreement related to termination of the Prepaid Energy Sales Agreement, (ii) the Receivables Purchase Provisions or (iii) certain provisions of the Energy Management Agreement related to the termination thereof or MSCG's receivables purchase obligations thereunder, in each case, are modified without the Commodity Swap Counterparty's consent, and the Commodity Swap Counterparty notifies the Energy Supplier (within a specified period) of its determination that such amendment, if not rescinded, would have certain effects on termination of the Prepaid Energy Sales Agreement, the Energy Management Agreement, the Energy Supplier Commodity Swap and/or the CCCFA Commodity Swap;
- the Energy Supplier delivers a notice of termination designating an early termination date under the Energy Supplier Commodity Swap (which must be at least one local business day after the date of such notice), subject to the condition that the CCCFA Commodity Swap must terminate effective as of the same date (provided that, if certain conditions apply, then the Energy Supplier, in addition to previously accrued unpaid amounts, shall owe the Commodity Swap Counterparty a Termination Fee);
- the rights and obligations of the Energy Supplier under the Prepaid Energy Sales Agreement are assigned to another entity, or the rights and obligations of either the Energy Supplier or MSCG under the Energy Management Agreement are assigned to another entity, unless either (a) the Commodity Swap Counterparty consents to such assignment or (b) all of the Commodity Swap Counterparty's rights and obligations under the Energy Supplier Commodity Swap are assigned and novated to another entity. See "THE PREPAID ENERGY SALES AGREEMENT—*Assignment*" above.

Other Listed Events. The Commodity Swaps contain other listed events (including breach or repudiation, misrepresentation, illegality and certain tax and credit events) that do not give CCCFA, the Energy Supplier or the Commodity Swap Counterparty the right to designate an early termination date, but which permit the non-defaulting party or the non-affected party to pursue such equitable remedies, including specific performance, as may be available.

Custodial Agreements

The Energy Supplier will enter into the Energy Supplier Custodial Agreement to administer payments under the Energy Supplier Commodity Swap. CCCFA will enter into the CCCFA Custodial Agreement to administer payments under the CCCFA Commodity Swap. The Custodial Agreements contain provisions designed to mitigate risks to CCCFA and Bondholders resulting from a failure of the Commodity Swap Counterparty to make payments to CCCFA under the CCCFA Commodity Swap and mitigate risks to the Energy Supplier resulting from a failure of the Commodity Swap Counterparty to make payments to the Energy Supplier under the Energy Supplier Commodity Swap.

Payments made by the Energy Supplier under the Energy Supplier Commodity Swap will be made to a custodial account maintained by the Custodian under the Energy Supplier Custodial Agreement. Such amounts will not be released until the Custodian has confirmed that the amount payable to CCCFA by a Commodity Swap Counterparty under the CCCFA Commodity Swap for such month has been paid. If a Commodity Swap Counterparty does not make a required payment under the CCCFA Commodity Swap and such payment remains unpaid after the expiration of any grace period, the Custodian will pay the amount that the Energy Supplier paid under the Energy Supplier Commodity Swap (which amount is held in custody) to the Trustee for deposit in the Revenue Fund and that payment will be treated as a Commodity Swap Receipt. Additionally, if the Energy Supplier Commodity Swap terminates, the Energy Supplier will continue to make payments to the custodial account as if the Energy Supplier Commodity Swap were still in effect until the earlier of (i) replacement of the Commodity Swaps in accordance with the requirements of the Prepaid Energy Sales Agreement and (ii) termination of the Prepaid Energy Sales Agreement, and such payments will be used to ensure that CCCFA receives deposits in the Revenue Fund as described in the preceding sentence in the event that the Commodity Swap Counterparty does not make a required payment under the CCCFA Commodity Swap.

Payments made by CCCFA under the CCCFA Commodity Swap will be made to a custodial account maintained by the Custodian under the CCCFA Custodial Agreement. Such amounts will be paid to the Commodity Swap Counterparty on each date when due, provided that if, prior to any such date, the Energy Supplier has instructed the Custodian to hold any scheduled payments to the Commodity Swap Counterparty under the CCCFA Commodity Swap, such amounts will not be released until the Custodian has received confirmation that the amount payable to the Energy Supplier by the Commodity Swap Counterparty under the Energy Supplier Commodity Swap for such month has been paid. If the Commodity Swap Counterparty does not make a required payment under the Energy Supplier Commodity Swap and such payment remains unpaid after the expiration of any grace period, the Custodian will pay the amount that CCCFA paid under the CCCFA Commodity Swap (which amount is held in custody) to the Energy Supplier. Additionally, if the CCCFA Commodity Swap terminates, CCCFA will continue to make payments to the custodial account as if the CCCFA Commodity Swap were still in effect until the earlier of (i) replacement of the Commodity Swaps in accordance with the requirements of the Prepaid Energy Sales Agreement and (ii) termination of the Prepaid Energy Sales Agreement, and such payments will be withdrawn by the Custodian and paid to the Energy Supplier.

THE COMMODITY SWAP COUNTERPARTY

Set forth below is certain information regarding the Commodity Swap Counterparty. CCCFA assumes no responsibility for such information and cannot guarantee the accuracy thereof. Under no

circumstance is the Commodity Swap Counterparty obligated to pay any amount owed in respect of the Bonds.

[To come]

CONTINUING DISCLOSURE

CCCFA. CCCFA will enter into a Continuing Disclosure Undertaking (the *"Undertaking"*) for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the MSRB's EMMA system for municipal securities disclosures ("*EMMA*"), pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (*"Rule 15c2-12"*) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

A failure by CCCFA to comply with the Undertaking will not constitute an event of default under the Indenture or the Bonds and Beneficial Owners of the Bonds shall only be entitled to the remedies for any such failure described in the Undertaking. A failure by CCCFA to comply with the Undertaking must be reported in accordance with Rule 15c2-12 and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The Undertaking and commitments of CCCFA described under this heading and in APPENDIX D hereto to furnish the above-described documents and information are agreements and commitments solely of CCCFA, and the Underwriter has no responsibility to ensure that CCCFA complies with any such Undertaking or commitment. In addition, the Underwriter makes no representation that any such documents or information will be furnished, or that any such documents or information so furnished will be accurate or complete, or sufficient for the purposes for which they may be used.

CCCFA has previously entered into continuing disclosure undertakings pursuant to Rule 15c2-12. CCCFA has adopted a written policy that sets forth procedures for compliance with the federal tax and continuing disclosure requirements applicable to its bonds. The policy includes, among other things, procedures that are intended to promote CCCFA's compliance with the Undertaking.

During the five-year period preceding the date of this Official Statement, CCCFA has determined that certain financial information relating to a project participant for its fiscal year ending June 30, 2021 and unaudited financial statements for its fiscal year ending December 31, 2023 were filed late. CCCFA subsequently filed such information and unaudited financial statements on the Municipal Securities Rulemaking Board Electronic Municipal Market Access System. CCCFA has engaged BLX Group to assist with its continuing disclosure obligations.

Project Participant. Pursuant to the Power Supply Contract, the Project Participant has agreed to provide to CCCFA certain annual operating and financial information, which information will enable CCCFA to comply with the Undertaking. Failure of the Project Participant to provide such information is not a default under its Power Supply Contract, but any such failure entitles CCCFA to take such actions and to initiate such proceedings as shall be necessary to cause the Project Participant to comply with its undertaking as set forth in its Power Supply Contract.

LITIGATION

There are no legal proceedings pending against CCCFA relating to the issuance, sale or delivery of the Bonds which could adversely affect the Clean Energy Project. In addition, there is no litigation pending or, to the knowledge of CCCFA, threatened against or affecting CCCFA or in any way questioning or in any manner affecting the validity or enforceability against CCCFA of the Bonds, the Power Supply Contract, the Prepaid Energy Sales Agreement, the CCCFA Commodity Swap, the Receivables Purchase Provisions, the Debt Service Account Investment Agreement, the Custodial Agreements, the Indenture, or the pledge of the Trust Estate under the Indenture.

The Project Participant reports that there is no litigation pending or, to its knowledge, threatened against it questioning or in any manner affecting the validity or enforceability of the Power Supply Contract.

FINANCIAL STATEMENTS

CCCFA's audited financial statements for the fiscal year ended December 31, [2024 and its unaudited financial statements for the fiscal year ended December 31, 2025] are available on EMMA, and are hereby incorporated by reference into this Official Statement.

Pursuant to the Undertaking described under "CONTINUING DISCLOSURE" above, CCCFA has agreed to file its audited financial statements and the audited financial statements of the Project Participant, commencing with its audited financial statements for its fiscal year ended December 31, [2025] and the Project Participant's audited financial statements for its fiscal year ended September 30, 2026, on EMMA.

FINANCIAL ADVISOR

PFM Financial Advisors LLC (the *"Financial Advisor"*) has served as financial advisor to CCCFA in connection with the Clean Energy Project and the Bonds. Among other responsibilities, the Financial Advisor has provided advice and recommendations to CCCFA with respect to the structure, timing, terms of and similar matters relating to the Bonds, bond market conditions, costs of issuance and other matters relating to the Bonds and the Clean Energy Project. The Financial Advisor has also provided advice and recommendations to CCCFA, and has served as CCCFA's "qualified independent representative," with respect to the CCCFA Commodity Swap and the Interest Rate Swap. The Financial Advisor has reviewed this Official Statement, but has not audited, authenticated or otherwise verified the information set forth herein, and makes no guaranty, warranty or representation with respect to the accuracy and completeness of the information contained in this Official Statement. The Financial Advisor's fees are contingent upon the sale and delivery of the Bonds, and are based, in part, on the proceeds of the Bonds.

UNDERWRITING

Pursuant to the purchase contract relating to the Bonds between CCCFA and Morgan Stanley & Co. LLC, as the underwriter of the Bonds (the *"Underwriter"*), the Underwriter has agreed, subject to certain conditions to purchase the Bonds from CCCFA at an aggregate purchase price of $_____ (representing the principal amount of the Bonds, plus original issue premium of $_____, less Underwriter's discount of $_____). The obligation of the Underwriter to purchase the Bonds is subject to certain terms and conditions set forth in the purchase contract. The Underwriter is obligated to purchase all the Bonds if any are purchased. The Bonds may be offered and sold to certain dealers and others at prices lower than the initial offering prices, and such initial offering prices may be changed from

time to time by the Underwriter. The Underwriter has no obligations other than those that are set forth in the purchase contract. The payment of the Bonds is not guaranteed by the Underwriter.

Morgan Stanley & Co. LLC has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

Morgan Stanley & Co. LLC (together with its affiliates) is a full service financial institution engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Morgan Stanley & Co. LLC and its affiliates have provided, and may in the future provide, a variety of these services to CCCFA and to persons and entities with relationships with CCCFA, for which they received or will receive customary fees and expenses.

In the ordinary course of its various business activities, the Underwriter and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own accounts and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of CCCFA (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with CCCFA. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The Underwriter is not acting as financial advisor to CCCFA in connection with the Bonds or the offering or sale of the Bonds.

CERTAIN RELATIONSHIPS

The Energy Supplier is the prepaid seller under the Prepaid Energy Sales Agreement, the Receivable Purchaser, the electricity purchaser under the Energy Management Agreement, the lender under the Funding Agreement and a party to the Energy Supplier Commodity Swap, and is wholly owned by MSCG. MSCG is the sole member of the Energy Supplier, the electricity seller under the Energy Management Agreement and the Interest Rate Swap provider, and is a wholly owned subsidiary of Morgan Stanley. Morgan Stanley & Co. LLC, the Underwriter, is a wholly owned subsidiary of Morgan Stanley. The payment obligations of MSCG under the Energy Management Agreement and the Interest Rate Swap are unconditionally guaranteed by the Morgan Stanley Guarantees.

Neither the Energy Supplier nor Morgan Stanley has guaranteed or is responsible for the payment of the Bonds.

RATING

Moody's Investors Service, Inc. has assigned a municipal bond rating of "[__]" to the Bonds.

CCCFA has furnished to each rating agency that is expected to rate the Bonds certain information, including information not included in this Official Statement, about CCCFA and the Bonds. Generally, a rating agency bases its ratings on that information and on independent investigations, studies and assumptions made by each rating agency. A securities rating is not a recommendation to buy, sell or hold securities. There is no assurance that a rating, once obtained, will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the opinion of the rating agency, circumstances so warrant. Any such downward revision or withdrawal could have an adverse effect on the marketability or market price of the Bonds. CCCFA has not undertaken any responsibility after issuance of the Bonds to assure the maintenance of the ratings applicable thereto or to oppose any revision or withdrawal of such ratings.

TAX MATTERS

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Bonds. Such summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). It does not discuss all aspects of federal income taxation that may be relevant to investors in light of their own particular investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (including, but not limited to, dealers in securities or other persons who do not hold the Bonds as a capital asset, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State, it does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of purchasing, holding, and disposing of the Bonds.

Federal Tax Exemption

In the opinion of Barnes & Thornburg LLP, Bond Counsel to CCCFA, interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of CCCFA and continuing compliance by CCCFA with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the "adjusted financial statement income" of "applicable corporations" for purposes of computing the alternative minimum tax imposed on such corporations, as such quoted terms are defined in the Code.

The Code contains a number of restrictions and requirements that apply to the Bonds, including, without limitations, (i) investment restrictions, (ii) requirements for periodic payments of arbitrage profits to the United States, and (iii) rules regarding the proper use of the proceeds of the Bonds and the facilities to be financed or refinanced with such proceeds. CCCFA has covenanted to comply with all of the restrictions and requirements of the Code that must be satisfied in order for the interest on the Bonds to be and remain excludable from the gross income of the owners thereof for federal income tax purposes (the "Tax Covenants"). Failure to comply with certain of the Tax Covenants could result in the inclusion of the interest on the Bonds in the gross income of the owners for federal income tax purposes, retroactive to the date of issuance of the Bonds or some other date.

Original Issue Discount. Certain of the Bonds may be offered at a discount ("original issue discount") equal generally to the difference between the public offering price and the principal amount. For federal income tax purposes, original issue discount on a Bond accrues periodically over the term of

such Bond as interest with the same tax exemption and alternative minimum tax status as stated interest. The accrual of original issue discount increases the bondholder's tax basis in the Bond for determining taxable gain or loss upon sale or redemption prior to maturity. Bondholders should consult their tax advisers for an explanation of the accrual rules.

Original Issue Premium. Certain of the Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a Bond through reductions in the bondholder's tax basis for the Bond for determining taxable gain or loss upon sale or redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Bondholders should consult their tax advisers for an explanation of the amortization rules.

Information Reporting and Backup Withholding. A person making payments of tax-exempt interest to a bondholder is generally required to make an information report of the payments to the Internal Revenue Service and to perform "backup withholding" from the interest if the bondholder does not provide an IRS Form W-9 to the payor. "Backup withholding" means that the payor withholds tax from the interest payments at the backup withholding rate, currently 24%. Form W-9 sets forth the bondholder's taxpayer identification number or basis of exemption from backup withholding.

If a bondholder purchasing a Bond through a brokerage account has executed a Form W-9 in connection with the account, as generally can be expected, there should be no backup withholding from the interest on the Bond.

If backup withholding occurs, it does not affect the excludability of the interest on the Bonds from gross income for federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the bondholder's federal income tax once the required information is furnished to the Internal Revenue Service.

No Other Opinions. Bond Counsel expresses no opinion regarding any other federal tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

State Tax Exemption

In the opinion of Bond Counsel, interest on the Bonds is exempt from State personal income taxes. Bond Counsel will express no opinion regarding other state or local tax consequences arising with respect to the Bonds, including whether interest on the Bonds is exempt from taxation under the laws of any jurisdiction other than the State.

General

These opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel will not express any opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

The foregoing is only a general summary of certain provisions of the Code as enacted and in effect on the date hereof and does not purport to be complete; holders of the Bonds should consult their own tax advisors as to the effects, if any, of the Code in their particular circumstances.

A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix E hereto.

APPROVAL OF LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Barnes & Thornburg LLP, Bond Counsel to CCCFA. A complete copy of the proposed form of the opinion of Bond Counsel is contained in APPENDIX E to this Official Statement.

Certain legal matters will be passed upon for CCCFA by Barnes & Thornburg LLP; for the Project Participant by Chapman and Cutler LLP; for the Energy Supplier by its counsel, Sheppard, Mullin, Richter & Hampton LLP; and for the Underwriter by Nixon Peabody LLP.

CCCFA will receive an opinion from counsel to the Project Participant on the date of original delivery of the Bonds, to the effect that the Power Supply Contract of the Project Participant has been duly authorized, executed and delivered by the Project Participant and constitutes the legal, valid and binding obligation of the Project Participant enforceable in accordance with its terms. The enforceability of the Power Supply Contract may be limited by or subject to applicable bankruptcy, insolvency, moratorium, reorganization, other laws affecting creditors' rights generally and by general principles of equity, public policy and commercial reasonableness.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion, estimates or forecasts, whether or not expressly so stated, are intended as such and not as representations of fact. The Appendices attached hereto are an integral part of this Official Statement and must be read in conjunction with the foregoing material. This Official Statement is not to be construed as a contract or agreement between CCCFA and the purchasers or owners of the Bonds.

The delivery of this Official Statement has been duly authorized by the Board of Directors of CCCFA.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Treasurer/Controller

APPENDIX A

THE PROJECT PARTICIPANT

APPENDIX B
DEFINITIONS OF CERTAIN TERMS

"*Account*" or "*Accounts*" means, as the case may be, each or all of the Accounts established in and pursuant to the Indenture.

"Act" means the Joint Exercise of Powers Act constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended or supplemented from time to time.

"Administrative Fee Fund" means the Administrative Fee Fund established in the Indenture.

"*Advance*" means the amounts paid to the Trustee, on behalf of CCCFA, pursuant to the Custodial Agreements.

"*Alternate Liquidity Facility*" means a Liquidity Facility for a Series of Bonds delivered to the Trustee in substitution for a Liquidity Facility then in effect with respect to such Bonds.

"*Amortized Value*" means, with respect to any Bond to be redeemed during the Initial Interest Rate Period, the principal amount of such Bond multiplied by the price of such Bond expressed as a percentage, calculated by a major market maker in municipal securities, as the quotation agent, selected by CCCFA, based on the industry standard method of calculating bond prices (as such industry standard prevailed on the date such Bond began to bear interest at its current Term Rate), with a delivery date equal to the date of redemption of such Bond, a maturity date equal to the earlier of (a) the stated maturity date of such Bond or (b) the Term Rate Tender Date of such Bond and a yield equal to such Bond's original reoffering yield (as set forth on the inside cover page of this Official Statement) on the date such Bond began to bear interest at its current Term Rate. The Amortized Value of the Bonds as of certain dates during the Initial Interest Rate Period is shown on Appendix H.

"*Annual Quantity*" means, with respect to each Contract Year of the Delivery Period, the quantity (in MWh) of Assigned Product for such Contract Year as set forth in the applicable exhibit to the Power Supply Contract for such Contract Year; provided that the Annual Quantity for any Contract Year shall be reduced by the aggregate quantities of Base Energy required to be remarketed under the Power Supply Contract for any given Contract Year.

"Applicable Factor" means (a) with respect to the initial issuance of a Series of Bonds bearing interest at a SOFR Index Rate, the percentage or factor of the SOFR Index determined by the Underwriter and specified in the Index Rate Determination Certificate for such Series of Bonds, or (b) with respect to a Series of Bonds for which the Interest Rate Period is being converted to a SOFR Index Rate Period (including a change in such Interest Rate Period from one SOFR Index Rate Period to another SOFR Index Rate Period), the percentage or factor of the SOFR Index determined by the Remarketing Agent and specified in the applicable Index Rate Determination Certificate or Index Rate Continuation Notice, provided in each case that the Issuer delivers to the Trustee a Favorable Opinion of Bond Counsel addressing the selection of such percentage or factor. The Applicable Factor shall be determined by the Underwriter or the Remarketing Agent, as applicable, in accordance with the Indenture and included in the applicable Index Rate Determination Certificate, and once determined shall remain constant for the duration of the applicable SOFR Index Rate Period.

"*Applicable Spread*" means, with respect to a Series of Bonds for which the Initial Interest Rate Period is an Index Rate Period, or for any Series of Bonds for which the Interest Rate Period is converted to an Index Rate Period, the margin or spread, which may be positive or negative, determined by the Underwriter or the Remarketing Agent, as applicable, in accordance with the Indenture, on or prior to the Issue Date or Conversion Date for such Bonds, as applicable, and specified in the applicable Supplemental Indenture or Index Rate Determination Certificate or Index Rate Continuation Notice, as applicable, which shall be added to the applicable Index (or the product of the Applicable Factor and the applicable Index, as the case may be) to determine the Index Rate. Once so determined, Applicable Spread shall remain constant for the duration of the applicable Index Rate Period.

"Assigned Delivery Point" means the delivery point for Assigned Energy as set forth in the applicable Assignment Agreement.

"Assigned Energy" means EPS Compliant Energy assigned pursuant to an Assignment Agreement.

"*Assigned Paygo Quantity*" means any Assigned Products delivered under the Power Supply Contract in excess of the Annual Quantity for any Contract Year.

"*Assigned PPAs*" means the initially Assigned PPAs, and any future power purchase contracts assigned by the Project Participant.

"*Assigned PPA Index Adder*" means the amount (in $/MWh) specified in the Power Supply Contract for each Month of the Delivery Period.

"Assigned Product" means, as applicable, PCC1 Product, PCC2 Product, Long-Term PCC1 Product, Assigned Energy, Assigned RECs and any other product included in an Assignment Agreement, subject to any limitations for such other Product set forth in the Assignment Letter Agreement.

"Assigned RECs" means any RECs associated with PCC1 Product, PCC2 Product or Long-Term PCC1 Product to be delivered to MSCG or the Energy Supplier pursuant to any Assigned Rights and Obligations.

"Assigned Rights and Obligations" means a portion of the Project Participant's rights and obligations under a power purchase agreement assigned pursuant to an Assignment Agreement.

"*Assignment Agreements*" mean the Initial Assignment Agreement and any subsequent assignment agreement entered into consistent with the Assignment Letter Agreement.

"*Assignment Letter Agreements*" means those certain Letter Agreements, dated as of the date of the Prepaid Energy Sales Agreement, by and among MSCG, the Energy Supplier, CCCFA and the Project Participant.

"Assignment Payment" means any payment received from the Energy Supplier, or the Master Custodian on its behalf, in connection with an assignment of the Energy Management Agreement to a replacement Seller, as such term is defined in the Energy Management Agreement.

"Assignment Payment Fund" means the Assignment Payment Fund established under the Indenture.

"*Authorized Denominations*" means, with respect to the Bonds, denominations of $5,000 and any integral multiple thereof

"*Authorized Newspaper*" means The Wall Street Journal or The Bond Buyer or any other newspaper or journal printed in the English language and customarily published on each Business Day devoted to financial news and selected by CCCFA, with prior written notice to and approval of the Trustee, whose decision shall be final.

"*Authorized Officer*" means (a) the Treasurer/Controller of CCCFA, and (b) any other person or persons designated by the Board by resolution to act on behalf of CCCFA under the Indenture. The designation of such person or persons shall be evidenced by a Written Certificate of CCCFA delivered to a Responsible Officer of the Trustee containing the specimen signature of such person or persons and signed on behalf of CCCFA by its Treasurer/Controller, which incumbency certificate shall be amended by CCCFA, with notice to a Responsible Officer of the Trustee and the Custodian, whenever a person is to be added or deleted from the listing. Such designation as an Authorized Officer shall remain in effect until a Responsible Officer of the Trustee receives actual written notice from CCCFA to the contrary, accompanied by a new certificate.

"Base Energy" means Firm (LD) Energy to be delivered to an Energy Delivery Point.

"*Beneficial Owner*" means, with respect to Bonds registered in the Book-Entry System, any Person who acquires a beneficial ownership interest in a Bond held by the Securities Depository, and the term "Beneficial Ownership" shall be interpreted accordingly.

"*Board*" means the Board of Directors of CCCFA, or if said Board is abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the power and duties granted or imposed by the Indenture are given by law, and which shall be identified in a Written Notice of the Issuer delivered to the Trustee.

"Bond Counsel" means Barnes & Thornburg LLP or any other counsel of nationally recognized standing in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions and instrumentalities, duly admitted to the practice of law before the highest court of any state of the United States, and selected by CCCFA.

"Bond Payment Date" means each date on which (a) interest on the Bonds is due and payable, (b) an Interest Rate Swap Payment is due, or (c) principal of the Bonds is payable at maturity or pursuant to Sinking Fund Installments.

"*Bond Purchase Fund*" means the fund by that name established pursuant to the Indenture, including the Remarketing Proceeds Account and the Issuer Purchase Account.

"*Bond Registrar*" means the Trustee and any other bank or trust company organized under the laws of any state of the United States of America or national banking association appointed by CCCFA to perform the duties of Bond Registrar under the Indenture.

"*Bondholder*" or "*Holder*" or "*Owner*" means any Person who shall be the registered owner of any Bond or Bonds.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the cities in which are located the designated corporate trust offices of the Trustee, the Custodian, or the Calculation Agent are authorized by law or executive order to close, (c) a day on which the New York Stock Exchange, Inc. is closed, (d) a day on which the payment system of the Federal Reserve System is not operational, and (e) for purposes of determining the SIFMA Index Rate and the SOFR Index Rate, any day that SIFMA recommends that the fixed income departments of its members be closed for the purposes of trading fixed-income securities.

"CAISO" means California Independent System Operator or its successor.

"Calculation Agent" means, with respect to any Series of Bonds bearing interest at an Index Rate, the Calculation Agent with respect to such Bonds appointed by the Issuer in a Written Instrument to the Trustee, pursuant to the applicable Calculation Agent Agreement and the Indenture.

"*CCCFA*" or the "*Issuer*" means the California Community Choice Financing Authority.

"CCCFA Custodial Agreement" means the Custodial Agreement, dated as of the date of issuance of the Bonds, by and among the Commodity Swap Counterparty, CCCFA, and U.S. Bank Trust Company, National Association, as Trustee and custodian, as the same may be amended, modified or supplemented from time to time.

"CCCFA Commodity Swap" means the ISDA Master Agreement, Schedule and Confirmation between CCCFA and the Commodity Swap Counterparty, or any replacement agreement permitted by the Indenture, pursuant to which CCCFA will pay to the Commodity Swap Counterparty an index based floating price and the Commodity Swap Counterparty will pay to CCCFA a fixed price in relation to the quantities of Energy to be delivered under the Prepaid Energy Sales Agreement.

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 3.09.

"Clean Energy Project" means CCCFA's purchase of Energy pursuant to the Prepaid Energy Sales Agreement and related contractual arrangements and agreements, and the purchase of any Energy to replace Energy not delivered as required pursuant to the Prepaid Energy Sales Agreement.

"Commercial Paper Interest Rate Period" means, with respect to a Series of Bonds, each period comprised of CP Interest Terms for the Bonds of such Series, during which CP Interest Term Rates are in effect for the Bonds of such Series.

"Commercially Reasonable" or *"Commercially Reasonable Efforts"* means, with respect to any purchase or sale or other action required to be made, attempted or taken by the Project Participant, CCCFA or the Energy Supplier under the Power Supply Contract or the Prepaid Energy Sales Agreement, as applicable, such efforts as a reasonably prudent Person would undertake for the protection of its own interest under the conditions affecting such purchase or sale or other action, including without limitation, the amount of notice of the need to take such action, the duration and type of the purchase or sale or other action, the competitive environment in which such purchase or sale or other action occurs, and the risk to the Party required to take such action.

"Commodity Swap Counterparty" means [_____], and the counterparty to any replacement Commodity Swap that meets the requirements of the Indenture.

"Commodity Swap Payment Fund" means the Commodity Swap Payment Fund established pursuant to the Indenture.

"Commodity Swap Payments" means, as of each scheduled payment date specified in the CCCFA Commodity Swap, the amount, if any, payable to a Commodity Swap Counterparty by CCCFA (including any such amount paid to the Custodian pursuant to the CCCFA Custodial Agreement).

"Commodity Swap Receipts" means, as of each scheduled payment date specified in a Commodity Swap, the amount, if any, payable to CCCFA by a Commodity Swap Counterparty.

"*Commodity Swaps*" means the CCCFA Commodity Swap and the Energy Supplier Commodity Swap; provided any reference to "Commodity Swap" in Appendix C means the CCCFA Commodity Swap.

"*Continuing Disclosure Undertaking*" means the Continuing Disclosure Undertaking, dated the date of the Indenture, between CCCFA and the Dissemination Agent, as the same may be amended from time to time.

"Contract Price" means (i) with respect to Monthly Projected Quantities, (a) [the Day-Ahead Average Price during any EPS Energy Period,] minus (b) the Monthly Discount, and (ii) with respect to Monthly Excess Quantities and Assigned Paygo Quantities, the Day-Ahead Average Price during any EPS Energy Period. The Contract Price for Assigned Energy is inclusive of any amounts due in respect of other Assigned Products.

"Contract Quantity" means (i) with respect to Base Energy, the Hourly Quantity of Base Energy set forth in the applicable exhibit to the Prepaid Energy Sales Agreement for any Month, (ii) with respect to Assigned Energy, the Monthly Projected Quantity of Assigned Energy set forth in the applicable exhibit to the Prepaid Energy Sales Agreement for any Month, as such exhibits shall be updated from time to time in accordance with the Prepaid Energy Sales Agreement and (iii) with respect to the Annual Quantity, the Annual Quantity of Assigned Energy set forth in the applicable exhibit to the Prepaid Energy Sales Agreement.

"Contract Year" means each period of 12 Months from January 1 until December 31 during the Delivery Period; provided that the initial Contract Year shall be a pro-rated [__] Month period from [_____], 20[__] until [_____], 20[__].

"*Conversion*" means (a) a conversion of a Series of Bonds from one Interest Rate Period to another Interest Rate Period, (b) with respect to a Series of Bonds bearing interest at an Index Rate, the establishment of a new Index, a new Index Rate and/or a new Index Rate Period and (c) with respect to a Series of Bonds bearing interest in a Term Rate Period, the establishment of a new Term Rate and/or a new Term Rate Period. A Conversion may occur only on a Mandatory Purchase Date.

"*Conversion Date*" means the effective date of a Conversion of a Series of Bonds and shall occur only on a Mandatory Purchase Date.

"Cost of Acquisition" means all costs of planning, financing, refinancing, acquiring, transmitting, storing and implementing the Clean Energy Project, including:

(a) the amount of the prepayment required to be made by CCCFA under the Prepaid Energy Sales Agreement;

(b) the amount for deposit into the Debt Service Account for capitalized interest on the Bonds, with such interest being calculated in accordance with the definition of "Debt Service;"

(c) the costs and expenses incurred in the issuance and sale of the Bonds, including, without limitation, legal, financial advisory, accounting, engineering, consulting, municipal advisory, financing, technical, fiscal agent and underwriting costs, fees and expenses, bond discount, rating agency fees, and all other costs and expenses incurred in connection with the authorization, sale and issuance of the Bonds and preparation of the Indenture;

(d) all other costs incurred in connection with and properly chargeable to, the acquisition or implementation of the Clean Energy Project;

(e) the allowance for working capital requirements of CCCFA with respect to the Clean Energy Project in such amounts as shall be deemed reasonably necessary by CCCFA; and

(f) with respect to any Series of Refunding Bonds, the amounts necessary to purchase, redeem and discharge Bonds being refunded, including the payment of the Purchase Price or the Redemption Price of such Bonds, any necessary deposits to the Debt Service Account, and all other costs and expenses incurred in connection with such Series of Refunding Bonds, including the costs and expenses described in (e) and (f) above.

"CP Interest Term" means, with respect to a Commercial Paper Interest Rate Period for a Series of Bonds, each period established in accordance with the Indenture during which a CP Interest Term Rate is in effect for the Bonds of such Series.

"CP Interest Term Rate" means, with respect to any Bond of a Series of Bonds in the Commercial Paper Interest Rate Period, an interest rate established periodically for each CP Interest Term in accordance with the Indenture.

"Custodial Agreements" means, collectively, the CCCFA Custodial Agreement and the Energy Supplier Custodial Agreement.

"Custodian" means U.S. Bank Trust Company, National Association, as Custodian under the Custodial Agreements and its successors and assigns.

"Daily Interest Rate" means, with respect to a Series of Bonds, the final daily interest rate for such Bonds determined by the Remarketing Agent by 11:00 a.m. New York City time pursuant to the Indenture.

"Daily Interest Rate Period" means, with respect to a Series of Bonds, each period during which a Daily Interest Rate is in effect for such Bonds.

"Day-Ahead Average Price" means, for any Assigned Energy during any EPS Energy Period, the result of (i)(x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Assigned PPA Index Adder for the relevant Month. As used in this definition, "Pricing Interval" means each unit of time for which CAISO establishes a separate price.

"Day-Ahead Market Price" means the Day-Ahead Market or Locational Marginal Price for the Energy Delivery Point for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by such independent system operator or other entity in accordance with its rules.

"Debt Service" means with respect to any Outstanding Bonds, for any particular period of time, an amount equal to the sum of:

(a) all interest payable during such period on such Bonds, but excluding any interest that is to be paid from Bond proceeds on deposit in the Debt Service Account, plus

(b) the Principal Installments payable during such period on such Bonds, calculated on the assumption that, on the day of calculation, such Bonds cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture;

provided that (i) the interest on any Bonds with a related Interest Rate Swap shall be calculated on the basis of the fixed interest rate payable by CCCFA under the Interest Rate Swap, and (ii) principal and interest due on the first day of a Fiscal Year shall be deemed to have been payable and paid on the last day of the immediately preceding Fiscal Year.

"Debt Service Account" means the Debt Service Account in the Debt Service Fund established under the Indenture.

"Debt Service Fund" means the Debt Service Fund established in Section 5.02 of the Indenture.

"Debt Service Fund Agreement" means any debt service fund agreement, that is a Qualified Investment, among the Trustee, CCCFA and a provider, or between CCCFA and a provider and assigned to the Trustee, relating to amounts deposited in the Debt Service Account of the Debt Service Fund. The initial Debt Service Fund Agreement shall be the Debt Service Account Investment Agreement between the Issuer and the Investment Agreement Provider, dated [_____], 2026.

"Debt Service Fund Agreement Guaranty" means any unconditional guaranty, in favor of CCCFA and the Trustee, guarantying the obligations of the provider under any Debt Service Fund Agreement.

"Defeasance Securities" means (a) Government Obligations and (b) to the extent that such deposits or certificates of deposit are Qualified Investments, deposits in interest-bearing time deposits or certificates of deposit which shall not be subject to redemption or repayment prior to their maturity or due date other than at the option of the depositor or holder thereof or as to which an irrevocable notice of redemption or repayment, or irrevocable instructions have been given to call for redemption or repayment, of such time deposits or certificates of deposit on a specified redemption or repayment date has been given

and such time deposits or certificates of deposit are not otherwise subject to redemption or repayment prior to such specified date other than at the option of the depositor or holder thereof, and which are fully secured by Government Obligations to the extent not insured by the Federal Deposit Insurance Corporation.

"*Delivered Product Payment Amount*" means, in respect of each PPA Monthly Statement, an amount equal to the lesser of (a) (i) the Monthly Projected Quantity under the relevant Assigned PPA for such Month with respect to an Undivided Assigned PPA or (ii) the sum of the Monthly Projected Quantities for the relevant Assigned PPA with respect to a divided Assigned PPA, as applicable, multiplied by the Assigned Product Price (specified in the Participant Custodial Agreement) for such Assigned PPA, and (b) the actual quantity of Assigned Product reflected in such PPA Monthly Statement multiplied by the Assigned Product Price then in effect under the relevant Assigned PPA, minus in all cases the face amount of any Receivables (as defined in the Prepaid Energy Sales Agreement) that is delivered by the PPA Assignee to the Participant Custodian pursuant to the Participant Custodial Agreement. Notwithstanding the foregoing, there shall be no Delivered Product Payment Amount with respect to any Assigned Paygo Quantities or Monthly Excess Quantities.

"Delivery Period" means the period commencing [_____] 1, 20[__] and ending [_____ __], 20[__]*.

"Delivery Point" means (i) the applicable Assigned Delivery Point(s) for Assigned Energy and (ii) the applicable Energy Delivery Point for Base Energy, as set forth in the Prepaid Energy Sales Agreement.

"Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by CCCFA as a depository of moneys and securities held under the provisions of the Indenture, and may include the Trustee.

"Dissemination Agent" means that certain dissemination agent appointed by CCCFA, pursuant to the Continuing Disclosure Undertaking, and any successor Dissemination Agent appointed by CCCFA in accordance with the Continuing Disclosure Undertaking.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Early Termination Date" means a date designated pursuant to the Prepaid Energy Sales Agreement upon which the Delivery Period will end and CCCFA's and the Energy Supplier's respective obligations to receive and deliver Energy under the Prepaid Energy Sales Agreement will terminate.

"Early Termination Payment Date" means the date payment of a Termination Payment is required to be made by the Energy Supplier under the Prepaid Energy Sales Agreement.

"Electronic Means" means the following communication methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication

* Preliminary; subject to change.

keys issued by the Trustee, or another method or system specified by a Responsible Officer of the Trustee as available for use in connection with its services hereunder.

"*Eligible Bonds*" means any Bonds other than Bonds which a Responsible Officer of the Trustee actually knows to be owned by, for the account of, or on behalf of CCCFA or a Project Participant.

"EMMA" means the Electronic Municipal Market Access system, the website currently maintained by the Municipal Securities Rulemaking Board and any successor municipal securities disclosure website approved by the Securities and Exchange Commission.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in MWhs.

"Energy Delivery Point" means the delivery point for Base Energy specified in the Prepaid Energy Sales Agreement.

"*Energy Management Agreement*" means the Energy Management Agreement, dated as of [_____], 2026 between the Energy Supplier and Morgan Stanley Capital Group Inc.

"Energy Remarketing Reserve Fund" means the Energy Remarketing Reserve Fund established under the Indenture.

"Energy Supplier" means Energy Prepay [__], LLC, a Delaware limited liability company.

"*Energy Supplier Commodity Swap*" means (i) the transaction entered into under the ISDA Master Agreement, dated as of the date of the Indenture, by the Energy Supplier and the Commodity Swap Counterparty (as supplemented by the confirmation in respect of such transaction and the Credit Support Documents thereto), and (ii) each replacement Energy Supplier Commodity Swap entered into pursuant to the Prepaid Energy Sales Agreement.

"*Energy Supplier Custodial Agreement*" means the Custodial Agreement, dated as of the date of the Initial Issue Date among the Commodity Swap Counterparty, the Energy Supplier, the Trustee, and the Custodian, as the same may be amended, modified or supplemented from time to time.

"*Energy Supplier Documents*" means (i) the Prepaid Energy Sales Agreement, (ii) the Energy Management Agreement, (iii) the Funding Agreement, (iv) the Master Custodial Agreement, (v) the Energy Supplier LLCA, and (vi) the Seller Swap (as defined in the Prepaid Energy Sales Agreement).

"*Energy Supplier LLCA*" means the Amended and Restated Limited Liability Company Agreement of the Energy Supplier, dated as of [_____], 2026.

"EPS" means California's Emissions Performance Standards, as set forth in Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, and any successor Law.

"EPS Compliant Energy" means Energy that the Project Participant can contract for and purchase in compliance with EPS requirements that are applicable to the Project Participant.

"EPS Energy Period" means the Initial EPS Energy Period[s] and any subsequent Assignment Periods established by future assignments of power purchase agreements consistent with the Assignment Letter Agreements.

"Extendable Maturity Bonds" means the Series 2026[_]-1 Bonds maturing on [_____] 1, 20[__]* and the Series 2026[_]-2 Bonds maturing on [_____] 1, 20[__]*.

"*Extended Final Maturity Certificate*" means a Written Certificate of the Issuer delivered pursuant to the Indenture.

"*Extended Final Maturity Date*" means the Final Maturity Date set forth in an Extended Final Maturity Certificate; provided that the Extended Final Maturity Date shall be not later than the first day of the second Month following the end of the Delivery Period.

"Extraordinary Expenses" means extraordinary and nonrecurring expenses. Termination payments under the CCCFA Commodity Swap shall not be considered an Extraordinary Expense.

"Failed Remarketing" means a failure of the Issuer to (i) establish an Extended Final Maturity Date and to deposit or cause to be deposited with the Trustee an amount equal to the principal amount of the Bonds due on the Final Maturity Date by noon New York City time on the fifth Business Day preceding the Final Maturity Date or (ii) purchase, redeem or pay the Bonds in whole by the Final Maturity Date (including from any funds on deposit in the Assignment Payment Fund and required to be used for such redemption).

"Favorable Opinion of Bond Counsel" means an Opinion of Bond Counsel to the effect that an action proposed to be taken is not prohibited by the Indenture and will not, in and of itself, cause interest on the applicable Bonds to be included in gross income for purposes of federal income taxation.

"Fiduciary" or *"Fiduciaries"* means the Trustee, the Paying Agents, the Bond Registrar, the Calculation Agents, the Custodian, the tender agent or any or all of them, as may be appropriate.

"*Final Fixed Rate Conversion Date*" means, with respect to a Series of Bonds, the date on which such Bonds begin to bear interest for a Term Rate Period which extends to the Final Maturity Date for such Series of Bonds.

"*Final Maturity Date*" means with respect to the Bonds, (i) initially, [_____] 1, 20[__]*, and (ii) if the Final Maturity Date of the Bonds is extended as provided in the Indenture, the Extended Final Maturity Date set forth in the Extended Final Maturity Certificate.

"Firm (LD)" means, with respect to the obligation to deliver Energy, that CCCFA or the Energy Supplier shall be relieved of its obligations to sell and deliver or purchase and receive without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure.

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*. Preliminary; subject to change.

"Fiscal Year" means (a) the twelve-month period beginning on January 1 of each year and ending on and including the next December 31, or (b) such other twelve-month period established by CCCFA from time to time, upon Written Notice to the Trustee, as its fiscal year.

"Fitch" means Fitch Ratings, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by CCCFA in a Written Notice delivered to the Trustee.

"Force Majeure" means an event or circumstance which prevents the Project Participant, CCCFA or the Energy Supplier from performing its obligations under the Prepaid Energy Sales Agreement or Power Supply Contract, which event or circumstance was not anticipated as of the execution date, which is not within the reasonable control of, or the result of the negligence of, such party, and which, by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of CCCFA's or the Project Participant's markets; (ii) CCCFA's or the Project Participant's inability economically to use or resell any Energy purchased under the Prepaid Energy Sales Agreement or Power Supply Contract, respectively; (iii) the loss or failure of CCCFA's or the Energy Supplier's supply except if such loss or failure results from curtailment by a Transmission Provider; or (iv) CCCFA's or the Energy Supplier's ability to sell the Energy at a higher price. No party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (a) such party (or an upstream supplier with respect to the Energy Supplier or the Project Participant with respect to CCCFA) has contracted for firm transmission with such Transmission Provider for the Energy to be delivered to or received at the Energy Delivery Point and (b) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that Force Majeure as defined in the first sentence hereof has occurred. Notwithstanding the foregoing or anything to the contrary herein, (I) to the extent that (x) a PPA Supplier fails to deliver any Assigned Energy and claims force majeure with respect to such failure to deliver or (y) a PPA Supplier otherwise is unable to deliver any portion of the Annual Quantity due to an event that would be considered Force Majeure if it affected CCCFA or the Energy Supplier directly, then such event shall be deemed to constitute Force Majeure in respect of the CCCFA or the Energy Supplier, as applicable; (II) to the extent that an Assignment Agreement is terminated early, such termination shall constitute Force Majeure with respect to the Energy Supplier under the Prepaid Energy Sales Agreement and with respect to CCCFA under the Power Supply Contract, in each case until the earlier of (A) the commencement of an "Assignment Period" under a replacement Assignment Agreement, (B) the commencement of the delivery of EPS Compliant Energy procured by the Energy Supplier or MSCG, as applicable, consistent with the Assignment Letter Agreement or (C) the end of the second Month following the Month in which such early termination occurs; and (III) any invocation of Force Majeure by the Energy Supplier under the Prepaid Energy Sales Agreement shall constitute Force Majeure in respect of CCCFA under the Power Supply Contract.

"*Funding Agreement*" means the [Investment Agreement], dated as of [_____], 2026, by and between the Energy Supplier and the Funding Recipient.

"*Funding Recipient*" means [_____].

"General Reserve Fund" means the General Reserve Fund established in the Indenture.

"Government Agency" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"Government Obligations" means:

(a) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, obligations unconditionally guaranteed as to principal and interest by the United States of America, and evidences of ownership interests in such direct or unconditionally guaranteed obligations; or

(b) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which: (i) are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice; (ii) are rated in the two highest Rating Categories of S&P and Moody's; and (iii) are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in clause (a) above, which fund may be applied only to the payment of interest when due, principal of and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable notice, as appropriate; or

(c) Any other bonds, notes or obligations of the United States of America or any agency or instrumentality thereof which, if deposited with the Trustee for the purpose described in the Indenture, will result in a rating on the Bonds which are deemed to have been paid pursuant to the Indenture that is in the same Rating Category of the obligations listed in subsection (a) above.

The determination as to whether any bond, note or other obligation constitutes a Government Obligation shall be made solely at the time of initial investment or purchase; *provided that,* the Trustee shall have no responsibility for monitoring any ratings or determining whether any bond, note or other obligation is or continues to be a Government Obligation.

"Hour" means each 60-minute period commencing at 00:00 PPT on the first day of the Delivery Period. The term "Hourly" shall be construed accordingly.

"Hourly Quantity" means, with respect to each Delivery Hour during a Delivery Period, the quantity (in MW) of Base Energy set forth in the Prepaid Energy Sales Agreement for the Month in which such Delivery Hour occurs, as updated from time to time in accordance with the Prepaid Energy Sales Agreement.

"Indenture" means the Trust Indenture as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms hereof.

"Index" means the SIFMA Index or the SOFR Index, as applicable.

"Index Rate" means a SIFMA Index Rate or the SOFR Index Rate, as applicable.

"Index Rate Continuation Notice" means a Written Notice delivered by the Issuer in the form provided in the Indenture.

"*Index Rate Determination Certificate*" means a Written Certificate delivered by CCCFA in the form attached to the Indenture.

"Index Rate Period" means, with respect to a Series of Bonds, an Interest Rate Period during which the Bonds of such Series bear interest at an Index Rate.

"*Index Rate Reset Date*" means, with respect to a Series of Bonds bearing interest at an Index Rate, each date on which the applicable Index Rate is determined by the Calculation Agent based on the change in the applicable Index as of such date, which shall be the date or dates so specified in the applicable Index Rate Determination Certificate or Index Rate Continuation Notice with respect to such Index Rate Period (including, by way of example and not limitation, Thursday of each week, the first Business Day of each calendar month or the first Business Day of a calendar quarter).

"Initial Assignment Agreement" means the [Limited Assignment Agreement entered into among the Project Participant, the Initial PPA Supplier and MSCG, as from time to time amended, restated, supplemented or otherwise modified].

"Initial EPS Energy Period" means the period during which the Initial Assignment Agreement is in effect, which commences on first day of the Initial Reset Period and ends on [_____ __], 20[__][*].

"Initial Interest Rate Period" means, with respect to the Series 2026[_] Bonds, the period from the date of issuance of the Bonds to and including [_____ __], 20[__][*].

"*Initial Issue Date*" means the date of initial issuance and delivery of the Bonds.

"*Initial PPA Supplier*" means [_____].

"*Interest Accrual Date*" means, with respect to any Bond (a) during any Daily Interest Rate Period or Weekly Interest Rate Period for such Bond, the first day thereof and, thereafter, each Interest Payment Date in respect thereof other than the last such Interest Payment Date during that Daily Interest Rate Period or Weekly Interest Rate Period, as applicable, (b) during any Index Rate Period for such Bond, the first day thereof and, thereafter each Interest Payment Date in respect thereof other than the last such Interest Payment Date during that Index Rate Period, except as otherwise provided in the Supplemental Indenture for such Bond, (c) during any Term Rate Period for such Bond, the first day thereof and, thereafter, each Interest Payment Date in respect thereof other than the last such Interest Payment Date during that Term Rate Period, and (d) for each CP Interest Term for such Bond within a Commercial Paper Interest Rate Period, the first day thereof.

"Interest Payment Date" means, with respect to the Series 2026[_] Bonds, (a) (i) with respect to the Series 2026[_]-1 Bonds, each [_____] 1[*] and [_____] 1[*], commencing [_____] 1, 20[__][*], and (ii) with respect to the Series 2026[_]-2 Bonds, the first Business Day of each month, commencing on

[*] Preliminary; subject to change.

the first Business Day of [_____], 2026,* (b) any redemption date for such Bond, (c) any Mandatory Purchase Date for such Bond, and (d) the Maturity Date for such Bond.

"Interest Rate Period" means a Daily Interest Rate Period, a Weekly Interest Rate Period, a Commercial Paper Interest Rate Period, a Term Rate Period or an Index Rate Period. Notwithstanding anything contained in the Indenture to the contrary, all Bonds of a Series shall at all times bear interest in the same Interest Rate Period. All Interest Rate Periods for all Series of Bonds shall terminate on the first to occur of the day prior to (a) the next occurring Mandatory Purchase Date or (b) the Final Maturity Date.

"*Interest Rate Swap*" means the ISDA Master Agreement, the Schedule thereto and the Confirmations thereunder between the Issuer and the Interest Rate Swap Counterparty, and any replacement interest rate swap agreement permitted by the Indenture.

"Interest Rate Swap Counterparty" means the Energy Supplier.

"Interest Rate Swap Payments" means, as of each scheduled payment date specified in the Interest Rate Swap, the amount, if any, payable to the Interest Rate Swap Counterparty by CCCFA.

"Interest Rate Swap Receipts" means, as of each scheduled payment date specified in the Interest Rate Swap, the amount, if any, payable to CCCFA by the Interest Rate Swap Counterparty.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, including the applicable U.S. Treasury Regulations promulgated thereunder.

"Investment Agreement Provider" means [_____].

"*Issuer Purchase Account*" means the Account by that name in the Bond Purchase Fund.

"Law" means any statute, law, rule or regulation or any judicial or administrative interpretation thereof having the effect of the foregoing enacted, promulgated, or issued by a Government Agency whether in effect as of the execution date of the Prepaid Energy Sales Agreement or at any time in the future.

"Ledger Event" has the meaning assigned to such term in Exhibit C to the Prepaid Energy Sales Agreement.

"*Liquidity Facility*" means, with respect to a series of bonds issued under the Indenture, a standby bond purchase agreement, letter of credit or similar facility providing liquidity support for such series of bonds and any Alternate Liquidity Facility provided in substitution of the foregoing.

"*Liquidity Facility Provider*" means, with respect to a Liquidity Facility for a series of bonds issued under the Indenture, the commercial bank or other financial institution providing the same and any other commercial bank or other financial institution issuing or providing (or having primary obligation for, or acting as agent for the financial institutions obligated under) an Alternate Liquidity Facility.

"Long-Term PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1, and the California Long-Term Contracting Requirements, to

* Preliminary; subject to change.

be delivered to MSCG, the Energy Supplier or any successors thereto pursuant to any Assigned Rights and Obligations.

"Mandatory Purchase Date" means any date on which Bonds are required to be purchased pursuant to the Indenture or are required to be tendered for purchase at the option of the Issuer pursuant to the Indenture.

"*Master Custodial Agreement*" means that certain Master Custodial Agreement, dated as of the date of the Indenture, by and among Seller, Morgan Stanley Capital Group Inc., the Issuer and the Master Custodian, as the same may be amended, modified or supplemented from time to time.

"*Master Custodian*" means The Bank of New York Mellon, a New York banking corporation, as custodian under the Master Custodial Agreement, and its successors as Master Custodian under the Master Custodial Agreement.

"Maturity Date" means each date upon which principal of the Bonds is due, as set forth in the Indenture or an Extended Final Maturity Certificate.

"Maximum Lawful Rate" means the maximum interest rate permitted by applicable law.

"Maximum Rate" means the lesser of 12% per annum and the Maximum Lawful Rate.

"Minimum Discount" has the meaning specified in the Power Supply Contract.

"*Minimum Rate*" means 0.00% per annum.

"*Minimum Rating*" means the credit rating of the Funding Recipient or any rating received in connection with a Rating Confirmation.

"Month" means a calendar month.

"*Monthly Excess Quantity*" means, for any Month, the amount, if any, by which the total quantity (in MWh) of Assigned Product delivered under an Assigned PPA in such Month exceeds the Monthly Projected Quantity for such Assigned PPA for such Month.

"Monthly Projected Quantity" means, with respect to each Assigned PPA and each Month of the Delivery Period, the projected quantity (in MWh) of Assigned Product for such Month as set forth in the Prepaid Energy Sales Agreement and the Power Supply Contract, as updated from time to time in accordance therewith.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by CCCFA in a Written Notice delivered to the Trustee.

"Morgan Stanley" means Morgan Stanley, a Delaware corporation.

"*Morgan Stanley Guarantee*" means the guarantee by Morgan Stanley of MSCG's payment obligation under the Energy Management Agreement.

"MSCG" means Morgan Stanley Capital Group Inc., a Delaware corporation.

"*Municipal Utility*" means any Person that (a)(i) is a "governmental person" as defined in Treasury Regulation Section 1.141-1(b) and (ii) owns an electric distribution utility (or provides Energy at wholesale to entities described in clause (i) that own such utilities) or (b) is a community choice aggregator organized under the Laws of the State of California. CCCFA may from time to time revise the definition of "Municipal Utility" under the Prepaid Energy Sales Agreement to conform to the applicable provisions of the Code or Treasury Regulations by delivery of written notice to Energy Supplier setting forth the revised definition together with an Opinion of Bond Counsel to the effect that such change will not adversely affect the tax-exempt status of the Bonds.

"*MWh*" means a megawatt-hour.

"Net Participant Shortfall Amount" means, for any Month in which the Project Participant fails to pay the full amount due under the Power Supply Contract in time for such amount to be credited to the Revenue Fund for application pursuant to the Indenture and the full amount due by the Project Participant is not otherwise paid by the Energy Supplier pursuant to the Receivables Purchase Provisions, an amount equal to the positive result (if any) of (i) the Project Participant's Payment Deficiency Index Baseline for such Month minus (ii) the greater of (a) the Project Participant's Payment Deficiency Fixed Baseline for such Month, and (b) the actual amount paid by the Project Participant for such Month, *provided* that if the foregoing does not result in a positive number, then no Net Participant Shortfall Amount will exist for the Project Participant for such Month.

"*NY Federal Reserve's Website*" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, or any successor website of the Federal Reserve Bank of New York.

"*Operating Expenses*" means, to the extent properly allocable to the Clean Energy Project, (a) CCCFA's expenses for operation of the Clean Energy Project, including all Rebate Payments, costs, collateral deposits and other amounts (other than Commodity Swap Payments) necessary to maintain the CCCFA Commodity Swap; and payments required under the Prepaid Energy Sales Agreement (which may, under certain circumstances, include imbalance charges and other miscellaneous payments) or required to be incurred under or in connection with the performance of CCCFA's obligations under the Power Supply Contract; (b) any other current expenses or obligations required to be paid by CCCFA under the provisions of the Indenture (other than Debt Service on the Bonds and deposits to the General Reserve Fund and the Energy Remarketing Reserve Fund, or any Cost of Acquisition) or by law or required to be incurred under or in connection with the performance of CCCFA's obligations under the Power Supply Contract; (c) fees payable by CCCFA with respect to any Remarketing Agreement; (d) the fees and expenses of the Fiduciaries; (e) reasonable accounting, legal and other professional fees and expenses, and all other reasonable administrative and operating expenses of CCCFA, which are incurred by CCCFA with respect to the Bonds, the Indenture, or the Clean Energy Project, including but not limited to those relating to the administration of the Trust Estate and compliance by CCCFA with its continuing disclosure obligations, if any, with respect to the Bonds; and (f) the costs of any insurance premiums incurred by CCCFA, including, without limitation, directors and officers liability insurance allocable to the Clean Energy Project; provided

that, for purposes of the transfers from the Revenue Fund described under the proviso "second" under the heading "Flow of Funds" in the forepart of this Official Statement, Operating Expenses shall not include any of the foregoing administrative expenses, fees or other costs described in the foregoing clauses (a) through (f) that are paid from funds on deposit in the Administrative Fee Fund. Commodity Swap Payments, litigation judgments and settlements and indemnification payments in connection with the payment of any litigation judgment or settlement, and Extraordinary Expenses are not Operating Expenses.

"Operating Fund" means the Operating Fund established pursuant to the Indenture.

"Opinion of Bond Counsel" means a written opinion of either Bond Counsel or Special Tax Counsel (or written opinions of both of them) addressed to CCCFA and delivered to the Trustee.

"Opinion of Counsel" means an opinion signed by an attorney or firm of attorneys (who may be counsel to CCCFA) selected by CCCFA.

"*Optional Purchase Date*" means any date on which Bonds are to be purchased pursuant to the optional tender provisions of the Indenture.

"Outstanding" when used with reference to Bonds, means as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Indenture except:

(a) Bonds cancelled (or portions thereof deemed to have been cancelled) by the Trustee at or prior to such date;

(b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under the Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), *provided* that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in the Indenture;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Indenture;

(d) Bonds paid or deemed to have been paid as provided in the Indenture; and

(e) Bonds (or portions thereof) deemed to have been purchased pursuant to the provisions of any Supplemental Indenture in lieu of which other Bonds have been authenticated and delivered as provided in such Supplemental Indenture.

"*Outstanding Sold Receivables*" means, in respect of the Project Participant, Put Receivables that have been sold to the Energy Supplier pursuant to the Receivables Purchase Provisions, together with any interest accrued thereon pursuant to the Receivables Purchase Provisions, less any such Put Receivables and interest thereon that has been previously paid or repurchased from the Energy Supplier pursuant to the Receivables Purchase Provisions.

"*Participant Custodial Agreement*" means that certain Consolidated PPA Custodial Agreement, dated as of May 7, 2026, by and among the Project Participant, CCCFA, MSCG, Morgan Stanley Energy Structuring, L.L.C. and the Participant Custodian, as the same may be amended, modified or supplemented from time to time.

"*Participant Custodian*" means U.S. Bank Trust Company, National Association, a national banking association.

"Paying Agent" means the Trustee, its successors and assigns, and any other bank or trust company organized under the laws of any state of the United States of America or any national banking association designated as paying agent for the Bonds, and its successor or successors hereafter appointed in the manner provided in the Indenture.

"Payment Deficiency Fixed Baseline" means, for any Month, the amount the Project Participant would have been required to pay for such Month under its Power Supply Contract if the Contract Price for such Month had been determined using an Index Price (as defined under its Power Supply Contract) for such Month equal to the Fixed Price (as defined under the Commodity Swap) for such Month.

"Payment Deficiency Index Baseline" means, for any Month, the amount required to be paid by the Project Participant for such Month under its Power Supply Contract.

"PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1 to be delivered to MSCG, the Energy Supplier or any successors thereto pursuant to any Assigned Rights and Obligations.

"*PCC2 Product*" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 2 to be delivered to MSCG, Prepay LLC or any successors thereto pursuant to any Assigned Rights and Obligations.

"Person" (a) as defined in the Indenture, means any and all natural persons, firms, associations, corporations and public bodies, and (b) as defined in the Power Supply Contract, means any individual, limited liability company, corporation, partnership, joint venture, trust, unincorporated organization or Government Agency.

"Pledged Funds" means (a) the Project Fund, (b) the Revenue Fund, (c) the Debt Service Fund, (d) the General Reserve Fund, (e) the Assignment Payment Fund, and (f) the Commodity Swap Payment Fund, in each case including the Accounts in each of such Funds and in the case of the Commodity Swap Payment Fund, subject to the prior pledge thereof in favor of the Commodity Swap Counterparty.

"Portfolio Content Category 1" or "*PCC1*" means any Renewable Energy Credit associated with the generation of electricity from an "Eligible Renewable Energy Resource" consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

"*Portfolio Content Category 2*" or "*PCC2*" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio

content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

"Power Supply Contract" means (a) each of the contracts for the sale by CCCFA of Energy from or attributable to the Clean Energy Project to the Project Participant, as such contracts may be amended from time to time in accordance with the terms thereof and the Indenture, and (b) any other contract for the sale by CCCFA of Energy from or attributable to the Clean Energy Project entered into by a Person that becomes a Project Participant in accordance with the assignment and novation requirements set forth in the Indenture, as such contract may be amended from time to time in accordance with the terms thereof and the Indenture.

"*PPA Assignee*" means MSCG or, to the extent that MSCG is a PPA Supplier under the applicable Assigned PPA, the Energy Supplier, in each case in its capacity as the limited assignee under the applicable Assignment Agreement.

"*PPA Assignee Resettlement Amount*" means, in respect of any PPA Monthly Statement, that (a) is delivered after the delivery of the Billing Statement under the Power Supply Contract for such Month and (b) reflects a quantity of Assigned Product less than the Monthly Projected Quantity was delivered in such Month under the relevant Assigned PPA, an amount equal to the product of (i) the total Monthly Projected Quantity for such Month minus the quantity of Assigned Products actually delivered under the Assigned PPA in such Month, multiplied by (ii) the Day-Ahead Market Price during the Initial EPS Energy Period and the Day-Ahead Average Price during any EPS Energy Period subsequent to the Initial EPS Energy Period. Notwithstanding the foregoing, there shall be no PPA Assignee Resettlement Amount or any other obligations of PPA Assignee with respect to any Assigned Paygo Quantities or Monthly Excess Quantities.

"*PPA Monthly Statement*" means the monthly consolidated invoice delivered to PPA Assignee and Project Participant consistent with the terms of the applicable Assignment Agreement.

"PPA Supplier" means the Initial PPA Supplier and any subsequent supplier who enters into an Assignment Agreement consistent with the Assignment Letter Agreements.

"PPT" means Pacific Prevailing Time when such time is applicable and otherwise means Pacific Standard Time.

"*Prepaid Clean Energy Project Administration Agreement*" means the Prepaid Clean Energy Project Administration Agreement by and between CCCFA and the Project Participant, as the same may be amended from time to time.

"*Prepaid Energy Sales Agreement*" means the Prepaid Energy Sales Agreement dated as of [_____], 2026 between the Energy Supplier and CCCFA.

"*Prevailing Market Conditions*" means, without limitation, the following factors: existing short term market rates for securities, the interest on which is excluded from gross income for federal income tax purposes or, as applicable, qualifies the issuer thereof to receive Subsidy Payments or similar benefit; indexes of such short term rates; the existing market supply and demand and the existing yield curves for short term and long term securities for obligations of credit quality comparable to the Bonds, the interest on which is excluded from gross income for federal income tax purposes; general economic conditions and

financial conditions that may affect or be relevant to the Bonds; and such other facts, circumstances and conditions as the Remarketing Agent, in its sole discretion, shall determine to be relevant to the remarketing of the Bonds at the Purchase Price thereof.

"Principal Installment" means, as of any date of calculation, (a) the principal amount of Bonds due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance (determined as provided in Section 5.10(c) of the Indenture) of any Sinking Fund Installments due on a certain future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments.

"Project Administration Fee" means the annual amount referred to in the Prepaid Clean Energy Project Administration Agreement to be transferred to the Administrative Fee Fund from Revenues for the payment of Operating Expenses, together with any additional amount payable by the Project Participant pursuant to the Prepaid Clean Energy Project Administration Agreement for the payment of Operating Expenses.

"Project Fund" means the Project Fund established under the Indenture.

"Project Participant" means (a) SVCE and (b) any other Person that enters into a Power Supply Contract with CCCFA in accordance with the assignment and novation requirements set forth in the Indenture.

"Public Agency" means a state, a governmental or political subdivision of a state and a corporate instrumentality or public corporation of a state or a subdivision of a state, including without limitation any of their departments or agencies, counties, county boards of education, county superintendents of schools, cities, public corporations, public districts, public commissions or joint powers authorities.

"*Purchase Date*" means an Optional Purchase Date or a Mandatory Purchase Date, as the case may be.

"*Purchase Price*" means (a) with respect to any Purchased Bond to be purchased on an Optional Purchase Date, an amount equal to the principal amount of such Bond Outstanding on such date plus accrued and unpaid interest thereon, unless such Optional Purchase Date is an Interest Payment Date for such Bond, in which case interest on such Bond shall not be included in the Purchase Price of such Bond but shall be paid to the Owner of such Bond in accordance with the interest payment provisions of the Indenture, (b) except as provided in clause (c) below, with respect to any Purchased Bond to be purchased on a Mandatory Purchase Date, an amount equal to the principal amount of such Bond Outstanding on such date, and (c) in the case of a purchase of a Bond bearing interest at a Term Rate pursuant to the Indenture with respect to which the new Interest Rate Period commences prior to the day originally established as the last day of the preceding Term Rate Period, the optional redemption price for such Bond set forth in the Indenture or in an applicable Supplemental Indenture which would have been applicable to such Bond if the preceding Term Rate Period had continued to the day originally established as its last day. Accrued interest due on any Bonds to be purchased on a Mandatory Purchase Date shall be paid from amounts on deposit in the Debt Service Account of the Debt Service Fund on such date in accordance with the Indenture.

"*Purchased Bonds*" means any Bonds required to be purchased on a Purchase Date.

"Put Receivable" has the meaning set forth in the Receivables Purchase Provisions.

"Qualified Investments" means any of the following investments, if and to the extent that the same are rated (or whose financial obligations to CCCFA receive credit support from an entity rated) (i) at least the Minimum Rating or (ii) at such a rating that will allow the Bonds to be rated the same as the credit rating or financial strength rating assigned to the Funding Recipient (except for (c) below), and are at the time authorized for such purpose by law:

(a) Direct obligations of the United States government or any of its agencies;

(b) Obligations guaranteed as to principal and interest by the United States government or any of its agencies;

(c) Certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and CCCFA, and other evidences of deposit at state and federally chartered banks, savings and loan institutions or savings banks, including the Trustee or any of its affiliates (each having the highest short term rating by each Rating Agency then rating the Bonds) deposited and collateralized as required by law;

(d) Repurchase agreements entered into with the United States or its agencies or with any bank, broker dealer or other such entity, including the Trustee and its affiliates, so long as the obligation of the obligated party is secured by a perfected pledge of obligations that meet the conditions set forth in the preamble to this definition of Qualified Investments;

(e) Guaranteed investment contracts, forward delivery agreements, interest rate exchange agreements or similar agreements providing for a specified rate of return over a specified time period if and to the extent that the obligated party thereunder is rated (or receives credit support from an entity rated) at least a rating which will not impair, or cause the Bonds to fail to retain, the rating then assigned by each Rating Agency rating the Bonds;

(f) Direct general obligations of a state of the United States, or a political subdivision or instrumentality thereof, having general taxing powers;

(g) Obligations of any state of the United States or a political subdivision or instrumentality thereof, secured solely by revenues received by or on behalf of the state or political subdivision or instrumentality thereof irrevocably pledged to the payment of principal of and interest on such obligations and that meet the conditions set forth in the preamble to this definition of Qualified Investments;

(h) Money market funds registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, and having a rating in the highest Rating Category by each Rating Agency, including money market funds of the Trustee and funds for which the Trustee or its affiliates (i) provide investment or other management services and (ii) serve as investment manager, administrator, shareholder, servicing agent and/or custodian or sub-custodian, notwithstanding that (A) the Trustee or its affiliate receives or collects fees from such funds for services rendered, and (B) services performed by the Trustee pursuant to the Indenture may at times duplicate those provided to such funds by the Trustee or its affiliate; or

(i) Any other investments permitted by applicable law for the investment of the funds of CCCFA and that meet the conditions set forth in the preamble to this definition of Qualified Investments;

provided, that CCCFA shall monitor, or shall cause to be monitored, ratings and shall determine whether any investment made is or continues to be a Qualified Investment, and the Trustee shall have no responsibility whatsoever for monitoring ratings or determining whether any investment is or continues to be a Qualified Investment.

"Rating Agency" means Fitch, Moody's or S&P, or any other rating agency so designated in a Supplemental Indenture that, at the time, rates the Bonds.

"Rating Category" means one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier, a plus or minus, or otherwise.

"*Rating Confirmation*" means evidence satisfactory to CCCFA, so designated in a Written Statement of CCCFA delivered to the Trustee, that upon the effectiveness of any proposed action, all Outstanding Bonds will continue to be assigned at least the same or equivalent ratings (including the same or equivalent numerical, plus or minus, or other modifiers within a Rating Category) by each Rating Agency then rating such Outstanding Bonds.

"*Rebate Payments*" means those portions of moneys or securities held in any Fund or Account that are required to be paid to the United States Treasury Department under the requirements of Section 148(f) of the Internal Revenue Code.

"Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of the date of issuance of the Bonds, by and between CCCFA and the Energy Supplier.

"Real-Time Market Price" means The Five Minute Market (FMM) Locational Marginal Price for the Energy Delivery Point for each applicable interval as published by CAISO, or as such price may be corrected or revised from time to time by such independent system operator or other entity in accordance with its rules.

"*Receivables Purchase Provisions*" means (i) initially, the provisions set forth in Exhibit G to the Prepaid Energy Sales Agreement, and (ii) any successor provisions for the purchase and sale of receivables in respect of amounts due and unpaid under the Power Supply Contract and provided in a Written Notice of the Issuer to the Trustee.

"Redemption Account" means the Redemption Account in the Debt Service Fund established in the Indenture.

"Redemption Price" means, with respect to any Bond, the amount payable upon redemption thereof pursuant to such Bond or the Indenture.

"*Refunding Bonds*" means a series of bonds issued pursuant to the Indenture for the sole purpose of refunding or defeasing in whole any Series of Bonds then Outstanding, and paying the Cost of Acquisition with respect to such Refunding Bonds.

"*Regular Record Date*" means (i) with respect to any Interest Payment Date in respect of any Index Rate Period, the Business Day immediately preceding such Interest Payment Date, and (ii) with respect to

any Interest Payment Date in respect of any Term Rate Period, the 15th day of the Month (whether or not such day is a Business Day) immediately preceding the Month in which such Interest Payment Date falls.

"*Remarketing Agent*" means, with respect to any Series of Bonds, the entity appointed as the remarketing agent for such Series pursuant to the related Remarketing Agreement and, if applicable, the related Supplemental Indenture.

"*Remarketing Agreement*" means, with respect to any Series of Bonds, the remarketing agreement, if any, entered into between CCCFA and the Remarketing Agent for such Series of Bonds.

"*Remarketing Proceeds Account*" means the Account by that name within the Bond Purchase Fund.

"*Remarketing Provisions*" means the electricity remarketing provisions set forth in Exhibit C to the Prepaid Energy Sales Agreement.

"*Remediation Remarketing Purchase Price*" has the meaning given to such term in the Remarketing Provisions.

"Renewable Energy Credit" or *"REC"* has the meaning specified for "Renewable Energy Credit" in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Reset Period" means Initial Reset Period or Reset Period, as the case may be, each as defined in the Re-Pricing Agreement.

"*Retained Payment Amount*" means in respect of each PPA Monthly Statement, an amount equal to all amounts owed to the applicable PPA Supplier for such Month, less (b) the sum of the Delivered Product Payment Amount and the PPA Assignee Resettlement Amount, if any.

"Responsible Officer" means, when used with respect to the Trustee, the Custodian or the Calculation Agent, as applicable, any managing director, president, vice president, senior associate, associate or other officer of the Trustee, the Custodian or the Calculation Agent, respectively, within its designated corporate trust office for delivery of notice specified in Section 12.11 of the Indenture (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at such office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of the Indenture.

"Revenue Fund" means the Revenue Fund established under the Indenture.

"Revenues" means:

(a) all revenues, income, rents, user fees or charges, and receipts derived or to be derived by CCCFA from or attributable or relating to the ownership and operation of the Clean Energy Project, including all revenues attributable or relating to the Clean Energy Project or to the payment of the costs thereof received or to be received by CCCFA under the Power Supply Contract and the Prepaid Energy Sales Agreement or otherwise payable to the Trustee for the account of CCCFA for the sale and/or transmission of Energy or otherwise with respect to the Clean Energy

Project (excluding any payments received by the Issuer in respect of any Monthly Excess Quantities or Assigned Paygo Quantities, each as defined in the Prepaid Energy Sales Agreement);

(b) interest received or to be received on any moneys or securities (other than moneys or securities held in the Project Fund, moneys or securities held in the Redemption Account in the Debt Service Fund or that portion of moneys in the Operating Fund required for Rebate Payments) held pursuant to the Indenture and paid or required to be paid into the Revenue Fund;

(c) any Commodity Swap Receipts received by the Trustee on behalf of CCCFA;

(d) any Subsidy Payments received by the Trustee, on behalf of CCCFA, in accordance with the Indenture; and

(e) any Advance received by the Trustee on behalf of CCCFA.

provided that, the term "Revenues" shall not include: (i) any Termination Payment pursuant to the Prepaid Energy Sales Agreement; (ii) any amounts received from the Energy Supplier that are required to be deposited into the Energy Remarketing Reserve Fund pursuant to the Indenture; (iii) any amounts paid by the Project Participant under the Prepaid Clean Energy Project Administration Agreement; (iv) any Assignment Payment received from the Energy Supplier; (v) Interest Rate Swap Receipts; and (vi) amounts paid by the Project Participant in respect of the Project Administration Fee.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by CCCFA in a Written Notice delivered to the Trustee.

"Schedule", *"Scheduled"* or *"Scheduling"* means the actions of the Energy Supplier, CCCFA, the Project Participant and/or their designated representatives, including their respective Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered during any given portion of the Delivery Period at a specified Delivery Point.

"Scheduled Debt Service Deposits" means the required monthly deposits to the Debt Service Account in the Debt Service Fund and the required cumulative deposits to the Debt Service Account in the Debt Service Fund in respect of the Debt Service coming due on the Bonds on each Bond Payment Date.

"Securities Depository" means DTC, or its nominee, and its successors and assigns.

"*Series 2026[_] Bonds*" or "*Bonds*" means the Clean Energy Project Revenue Bonds, Series 2026[_]-1 and Series 2026[_]-2.

"SIFMA Index" means the SIFMA Municipal Swap Index, which, for purposes of an Index Rate Reset Date for a Series of Bonds bearing interest at a SIFMA Index Rate, will be the level of such index which is issued weekly and which is compiled from the weekly interest rate resets of tax exempt variable rate issues included in a database maintained by LSEG Data & Analytics which meet specific criteria established from time to time by SIFMA and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day, such date being the same day the SIFMA Swap

Index is expected to be published or otherwise made available to the Calculation Agent. If the SIFMA Index is not available as of any Index Rate Reset Date, the interest rate for such Index Rate Reset Date will be determined using a comparable substitute or replacement index for such Index Rate Reset Date selected and designated by CCCFA in its commercially reasonable judgment in compliance with the Indenture.

"SIFMA Index Rate" means a per annum rate of interest equal to the sum of (a) the SIFMA Index then in effect, plus (b) the Applicable Spread.

"SIFMA Index Rate Period" means, with respect to a Series of Bonds, an Index Rate Period during which such Bonds bear interest at the SIFMA Index Rate.

"Sinking Fund Installment" means, for the Series 2026[_] Bonds, the amounts so designated in the Indenture.

"*SOFR Accrual Period*" means (a) the number of actual days from and including the Initial Issue Date to but not including the first SOFR Interest Calculation Date and (b) thereafter, the number of actual days from and including the preceding SOFR Interest Calculation Date to but not including the next succeeding SOFR Interest Calculation Date, regardless of the number of days in any Month.

"*SOFR Effective Date*" means each Business Day. Each SOFR Effective Date is an Index Rate Reset Date for all purposes of the Indenture unless the context clearly requires otherwise.

"*SOFR Effective Period*" means the number of actual days from a SOFR Effective Date to but not including the next SOFR Effective Date.

"*SOFR*" or "*SOFR Index*" means the "Secured Overnight Financing Rate" reported on the NY Federal Reserve's Website, or reported by any successor to the NY Federal Reserve Bank of New York as administrator of such Secured Overnight Financing Rate, as of 3:00 p.m. on each SOFR Publish Date representing SOFR as of the SOFR Lookback Date, which will be used to calculate interest for the SOFR Effective Period beginning on the SOFR Effective Date. If SOFR is not available as of any Index Rate Reset Date, the interest rate for such Index Rate Reset Date will be determined using a comparable substitute or replacement index for such Index Rate Reset Date designated by CCCFA in writing (with notice to, and which is available to, the Calculation Agent) in compliance with the Indenture.

"*SOFR Index Rate*" means a daily variable interest rate equal to the sum of (1) the product of the SOFR Index and the Applicable Factor, plus (2) the Applicable Spread on each day of a SOFR Effective Period, but not less than the Minimum Rate and not greater than the Maximum Rate.

"*SOFR Index Rate Period*" means, with respect to a Series of Bonds, an Index Rate Period during which such Bonds bear interest at the SOFR Index Rate.

"*SOFR Interest Calculation Date*" means the first Business Day of each Month.

"*SOFR Lookback Date*" means the third Business Day immediately preceding each SOFR Effective Date.

"*SOFR Publish Date*" means the second Business Day immediately preceding each SOFR Effective Date.

"Special Tax Counsel" means Barnes & Thornburg LLP or any other counsel of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States, and selected by CCCFA. Bond Counsel may serve as Special Tax Counsel.

"Specified Discount" means the amount specified in the Prepaid Energy Sales Agreement.

"State" means the State of California.

"*Subsidy Payments*" means, with respect to a Series of Bonds issued under Section 54AA of the Internal Revenue Code, the amounts relating to such Series of Bonds which are payable by the federal government under Section 6431 of the Internal Revenue Code, which the Issuer has elected to receive under Section 54AA(g)(1) of the Internal Revenue Code, and (b) with respect to a Series of Bonds issued under any other provision of the Internal Revenue Code that creates a substantially similar direct-pay subsidy program, the amounts relating to such Series of Bonds which are payable by the federal government under the applicable provision of the Internal Revenue Code which CCCFA has elected to receive under the applicable provisions of the Internal Revenue Code.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture executed and delivered by CCCFA and the Trustee in accordance with the Indenture.

"*SVCE*" means Silicon Valley Clean Energy Authority, a joint powers authority organized pursuant to Act.

"*Swap Payment Deficiency*" means, as of any date, (a) the amount of the next Commodity Swap Payment expected to become due, minus (b) the amount on deposit in the Commodity Swap Payment Fund; provided, however, that if such difference is a negative number, then the Swap Payment Deficiency shall be zero.

"Tax Agreement" means the Tax Certificate and Agreement of CCCFA with respect to the Bonds dated as of the Initial Issue Date.

"*Term Rate*" means, with respect to a Series of Bonds, a fixed interest rate for each maturity of such Bonds established under the Indenture.

"*Term Rate Conversion Date*" means, with respect to a Series of Bonds, each date on which such Bonds begin to bear interest at a Term Rate pursuant to the Indenture, including each date on which a new Term Rate Period is established for such Bonds and the Final Fixed Rate Conversion Date with respect to such Bonds.

"*Term Rate Period*" means, with respect to a Series of Bonds, each period during which a Term Rate is in effect for such Bonds.

"Termination Payment" means, with respect to any Early Termination Payment Date, the amount specified in the Prepaid Energy Sales Agreement for the calendar month in which such Early Termination Payment Date occurs (as adjusted by any applicable Termination Payment Adjustment Amount) without any set-off or netting of amounts then due from CCCFA.

"*Transmission Provider(s)*" means any entity or entities transmitting or transporting Energy on behalf of the Project Participant, CCCFA or the Energy Supplier to or from the Delivery Point.

"Trustee" means U.S. Bank Trust Company, National Association and its successor or successors and any other corporation or national banking association which may at any time be substituted in its place pursuant to the Indenture.

"Trust Estate" means (a) the proceeds of the sale of the Bonds, (b) all right, title and interest of CCCFA in, to and under the Power Supply Contract, except for the right to receive the Project Administration Fee, (c) the Revenues, (d) any Termination Payment or the right to receive such Termination Payment, (e) all right, title and interest of CCCFA in, to and under the Receivables Purchase Provisions, including payments received from the Energy Supplier (or the Master Custodian on its behalf) pursuant thereto, (f) all right, title and interest of CCCFA in, to and under each Interest Rate Swap and the Interest Rate Swap Receipts, (g) all right, title and interest of CCCFA in, to and under each Interest Rate Swap and the Interest Rate Swap Receipts, (h) all right, title and interest of CCCFA in, to and under any Debt Service Fund Agreement and Debt Service Fund Agreement Guaranty and (i) the Pledged Funds (which does not include the Administrative Fee Fund, the Energy Remarketing Reserve Fund and the Bond Purchase Fund, and excluding Rebate Payments held in any Fund or Account), including the investment income, if any, thereof subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

"*Undelivered Bond*" means any Bond which constitutes an Undelivered Bond under the provisions of the Indenture.

"*Underwriter*" means (a) with respect to the Series 2026[_] Bonds, Morgan Stanley & Co., and (b) with respect to any other Series of Bonds, the municipal securities broker dealer engaged by CCCFA to underwrite such Series of Bonds.

"Weekly Interest Rate" means, with respect to a Series of Bonds, a variable interest rate established for such Bonds in accordance with the Indenture.

"Weekly Interest Rate Period" means, with respect to a Series of Bonds, each period during which a Weekly Interest Rate is in effect for such Series of Bonds.

"Written Certificate," "Written Direction," "Written Instrument," "Written Notice," "Written Request" and *"Written Statement"* of CCCFA means in each case an instrument in writing signed on behalf of CCCFA by an Authorized Officer thereof. Any such instrument and any supporting opinions or certificates may, but need not, be combined in a single instrument with any other instrument, opinion or certificate, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or certificate of counsel, consultants, accountants or engineers, unless the Authorized Officer signing such Written Certificate, Direction, Instrument, Notice, Request or Statement knows, or in the exercise of reasonable care should know, that the opinion or certificate with respect to the matters upon which such Written Certificate, Direction, Instrument, Notice, Request or Statement may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel, consultant, accountant or engineer, as the case may be, need not certify to all of the matters required to be certified under any provision of the Indenture, but different Authorized Officers, counsel, consultants, accountants or engineers

may certify to different facts, respectively. Every Written Certificate, Direction, Instrument Notice, Request or Statement of CCCFA, and every certificate or opinion of counsel, consultants, accountants or engineers provided for herein shall include:

(a) a statement that the person making such certificate, direction, instrument, notice, request, statement or opinion has read the pertinent provisions of the Indenture to which such certificate, direction, notice, request, statement or opinion relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, direction, instrument, notice, request, statement or opinion is based;

(c) a statement that, in the opinion of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion with respect to the subject matter referred to in the instrument to which his or her signature is affixed; and

(d) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a brief summary of certain provisions of the Indenture pertaining to the Bonds. Such summary does not purport to be complete and reference is made to the Indenture for full and complete statements of all provisions of the Indenture.

DEFINITIONS

See "DEFINITIONS OF CERTAIN TERMS" in APPENDIX B for the definitions of terms used but not otherwise defined in this APPENDIX C.

SUBSEQUENT INTEREST RATE PERIODS

As provided in the Indenture, the term of the Bonds will be divided into consecutive Interest Rate Periods during each of which such Bonds shall bear interest at the Daily Interest Rate, the Weekly Interest Rate, CP Interest Term Rates, Term Rates or an Index Rate; *provided, however*, that the Interest Rate Period shall be the same for all Bonds of a Series, and, notwithstanding anything in the Indenture to the contrary, no Bond shall bear interest in excess of the Maximum Rate.

(Section 2.04)

TERM RATE PERIOD

(a) *Determination of Term Rates*. For each Term Rate Period for a Series of Bonds, (i) the Issuer may by Written Notice to the Trustee delivered in connection with a Term Rate Conversion Date establish one or more Maturity Dates for the Bonds of such Series and Sinking Fund Installments for any maturities of the Bonds of such Series, and (ii) each maturity of the Bonds of such Series shall bear interest at a Term Rate; provided that the Term Rate, Maturity Dates and Sinking Fund Installments for each maturity of Bonds of any Series upon initial issuance of such Bonds, if any, shall be specified in the Indenture or a Supplemental Indenture providing for the issuance of such Series of Bonds. The Term Rate for each maturity of Bonds of a Series bearing interest in the Term Rate Period shall be determined by the Underwriter or the Remarketing Agent, as applicable, on a Business Day no later than the Issue Date or the Term Rate Conversion Date for such Series of Bonds, as applicable. Subject to the provisions of the Indenture described in paragraph (d) below, each Term Rate shall be the rate of interest per annum determined by the Underwriter or the Remarketing Agent, as applicable, to be the minimum interest rate which, if borne by the Bonds of the applicable Series and maturity, would enable the Underwriter or the Remarketing Agent, as the case may be, to sell such Bonds and maturity on such date at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. If, for any reason, with respect to any Series of Bonds being converted to a Term Rate Period, the Term Rate for such Term Rate Period is not determined by the Remarketing Agent on or prior to the first day of such Term Rate Period, then the Interest Rate Period for the Bonds of the applicable Series shall be a Weekly Interest Rate Period and such Weekly Interest Rate Period shall continue until such time as the Interest Rate Period for such Series of Bonds shall have been converted to a Daily Interest Rate Period, a Commercial Paper Interest Rate Period, a Term Rate Period or an Index Rate Period as provided in the Indenture.

(b) *Conversion to or Continuation of Term Rate Period*. Subject to the provisions of the Indenture, at any time, the Issuer, in a Written Direction of the Issuer delivered to the Trustee and the Remarketing Agent (if any), may elect that a Series of Bonds shall bear interest at Term Rates. Such direction of the Issuer shall specify (i) the proposed effective date of the Term Rate Period, which date shall

be a Business Day not earlier than the 30th day following receipt by the Trustee of such Written Direction of the Issuer, and either (A) in the case of a Conversion from a Commercial Paper Interest Rate Period, an Index Rate Period or a Term Rate Period, the day immediately following the last day of such Interest Rate Period, or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to the provisions of the Indenture or an applicable Supplemental Indenture; (ii) the last day of such Term Rate Period, which day shall be either the day immediately prior to the Final Maturity Date for the applicable Series of Bonds, or a day which both immediately precedes a Business Day and is at least one hundred eighty one (181) days after the effective date of the Term Rate Period; and (iii) with respect to any such Term Rate Period, may specify redemption prices and periods different than those set forth in the Indenture or the applicable Supplemental Indenture providing for the issuance of such Series of Bonds, subject to the Favorable Opinion of Bond Counsel as provided in the provisions of the Indenture described in this paragraph. In addition, such direction shall be accompanied by the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Term Rate Conversion Date and by a form of the notice to be mailed by the Trustee as provided in the provisions of the Indenture described in paragraph (c) below. Upon Conversion of any Series of Bonds to the Term Rate Period and until the day immediately preceding the effective date of the next succeeding Interest Rate Period under the terms of the Indenture, the interest rate or rates borne by such Series of Bonds shall be Term Rates as provided in the Indenture. The day following the last day of any Term Rate Period for a Series of Bonds shall be a Term Rate Tender Date for such Series of Bonds. After the Final Fixed Rate Conversion Date for a Series of Bonds, the Bonds of such Series shall no longer be subject to or have the benefit of the provisions of the Indenture.

(c) *Notice of Conversion to or Continuation of Term Rate*. Following timely receipt of a Written Direction of the Issuer directing the Conversion of a Series of Bonds to the Term Rate Period as provided in the provisions of the Indenture described in paragraph (b) above, the Trustee shall give notice by first-class mail of the Conversion of such Bonds to bear interest in a (or the establishment of another) Term Rate Period for a Series of Bonds to the Owners of the Bonds of such Series not less than thirty (30) days prior to the proposed effective date of such Term Rate Period. Such notice shall be in the form provided to the Trustee pursuant to the Indenture to state: (i) that the Interest Rate Period for such Bonds shall be converted to, or continue to be, a Term Rate Period unless (A) the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Term Rate Period as provided in the Indenture or (B) Bond Counsel shall fail to deliver a Favorable Opinion of Bond Counsel as to such Conversion on the Term Rate Conversion Date; (ii) that such Bonds are subject to mandatory tender for purchase on the Term Rate Conversion Date and setting forth the applicable Purchase Price and the place of delivery for purchase of such Bonds; (iii) that the Bonds of such Series are subject to mandatory tender for purchase on the proposed Conversion Date unless the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to a Term Rate Period as provided in the Indenture; and (iv) the applicable Purchase Price and the place of delivery for purchase of such Bonds.

(d) *Sale at Premium or Discount*. Notwithstanding the provisions of the Indenture described in paragraph (a) above, the Term Rate for each maturity of any Series of Bonds as initially issued, or the Term Rate for each maturity of any other Series of Bonds upon Conversion to a Term Rate Period, shall be the rate of interest per annum determined by the Underwriter or the Remarketing Agent, as applicable, to be the interest rate which, if borne by the Bonds of such Series and maturity, would enable the Underwriter or the Remarketing Agent, as applicable, to sell the Bonds of such Series and maturity at a price (without regard to accrued interest) which will result in the lowest net interest cost for the Bonds of such Series and maturity, after taking into account any premium or discount at which the Bonds of such Series and maturity are sold by the Underwriter or the Remarketing Agent, as applicable, provided that: (i) The Underwriter or the Remarketing Agent, as applicable, certifies in writing to the Trustee and the Issuer that the sale of the Bonds of such Series at the interest rate and premium or discount specified by the Underwriter or the Remarketing Agent, as applicable, is expected to result in the lowest net interest cost for such Bonds;

(i) The Issuer consents in writing to the sale of the Bonds of such Series at such premium or discount;

(ii) In the case of the Bonds of such Series to be sold at a premium, the Underwriter or the Remarketing Agent, as applicable, shall transfer the amount of such premium to the Trustee for deposit into such Funds and Accounts as shall be specified in a Written Direction of the Issuer;

(iii) On or before the date of determination of the Term Rates for the Bonds of such Series, the Issuer delivers to the Trustee and the Remarketing Agent a form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Term Rate Conversion Date; and

(iv) On or before the Conversion Date, a Favorable Opinion of Bond Counsel shall have been delivered to the Trustee.

(Section 2.07)

INDEX RATE PERIODS

(a) *Determination of Applicable Spread and Applicable Factor*. In connection with the issuance of a Series of Bonds bearing interest in an Index Rate Period, the Applicable Spread and any Applicable Factor applicable to such Series of Bonds for the duration of the initial Index Rate Period for such Series of Bonds shall be specified in the Indenture or in the Supplemental Indenture providing for the issuance of such Series of Bonds. In connection with the Conversion of the Interest Rate Period for a Series of Bonds to an Index Rate Period, the Remarketing Agent shall determine the Applicable Spread and any Applicable Factor applicable to such Bonds for the duration of the applicable Index Rate Period, and shall specify such Applicable Spread and any Applicable Factor selected by the Issuer in the Index Rate Determination Certificate for the applicable Index Rate Period. The Applicable Spread and any Applicable Factor shall be such amount as shall result in the minimum Index Rate (as a rate of interest per annum) which, if borne by the Bonds of the applicable Series as of the first day of the applicable Index Rate Period, under Prevailing Market Conditions, would enable the Underwriter or the Remarketing Agent, as applicable, to sell the Bonds on the first day of the applicable Index Rate Period at a price (without regard to accrued interest) equal to 100% of the principal amount thereof.

(b) Determination of Index Rate.

(i) During each Index Rate Period for a Series of Bonds, such Bonds shall bear interest at an Index Rate, as specified in the applicable Index Rate Determination Certificate delivered to the Trustee on the first day of such Interest Rate Period. One Business Day prior to the Initial Issue Date of the Series 2026[_]-2 Bonds, the SOFR Index Rate shall be calculated by the Calculation Agent, and each shall be in effect from and including the Initial Issue Date to (but not including) the first Index Rate Reset Date.

(ii) With respect to each SOFR Index Rate Period, the Calculation Agent shall (A) determine and provide to the Trustee by Electronic Means the SOFR Index by 4:00 p.m., New York City time, on each SOFR Publish Date, and (B) determine and provide to the Trustee by Electronic Means the SOFR Index Rate by 12:00 noon, New York City time, on each SOFR Effective Date.

(iii) During any Index Rate Period, interest shall be computed on the basis of a 365- or 366-day year and actual days elapsed. The Calculation Agent shall calculate and provide by Electronic Means to the Issuer and the Trustee the amount of interest due and payable with respect

to a Series of Bonds bearing interest at the SOFR Index Rate, on each Interest Payment Date, which in case of a Series of Bonds bearing interest at the SOFR Index Rate shall be the SOFR Interest Calculation Date. The amount of interest due on a Series of Bonds bearing interest at the SOFR Index Rate on any Interest Payment Date shall be calculated on the basis of the actual number of days in the SOFR Accrual Period immediately preceding such Interest Payment Date. All percentages resulting from any step in the calculation of interest on a Series of Bonds while in an Index Rate Period will be rounded, if necessary to the nearest one millionth of a percentage point (*i.e.*, to six decimal places, with 0.0000005 being rounded up to 0.000001) and all dollar amounts used in or resulting from such calculation of interest on such Bonds while in an Index Rate Period will be rounded to the nearest cent (with one-half cent being rounded upward).

(iv) In determining the interest rate that any Bond shall bear as described in this section entitled "Index Rate Periods," neither the Underwriter nor the Remarketing Agent, as applicable, the Calculation Agent, nor the Trustee shall have any liability to the Issuer or the Holder of such Bond, except for its own negligence or willful misconduct.

(v) If, during any Index Rate Period, the Index or rate used to determine an Index Rate is not reported by the relevant source at the time necessary for determination of such Index Rate or otherwise ceases to be available, the Issuer or its independent financial advisor (as applicable) shall determine a replacement or substitute Index Rate (as applicable), including any alternative rate and any adjustments, and promptly provide the same via Electronic Means to the Calculation Agent and the Trustee, together with the effective date of the substitute or replacement Index Rate, which substitute or replacement must be consistent with any corresponding substitute or replacement index designated pursuant to the relevant Interest Rate Swap.

(c) *Conversion to or Continuation of Index Rate Period*. Subject to the provisions of the Indenture relating to notices of conversion, at any time, the Issuer, in a Written Direction of the Issuer delivered to the Trustee and the Remarketing Agent (if any), may elect that a Series of Bonds shall bear interest at an Index Rate. Such direction of the Issuer shall specify the proposed effective date of the Index Rate Period, which date shall be a Business Day not earlier than the 30th day following the second Business Day after receipt by the Trustee of the Written Direction of the Issuer, and either (A) in the case of a Conversion from a Commercial Paper Interest Rate Period, an Index Rate Period or a Term Rate Period, the day immediately following the last day of such Interest Rate Period, or (B) a day on which all of the Outstanding Bonds of such Series are subject to optional redemption pursuant to the Indenture or an applicable Supplemental Indenture, with such right to be exercised by delivery of an Index Rate Continuation Notice; (ii) the last day of such Index Rate Period, which day shall be either the day immediately prior to the Final Maturity Date for the applicable Series of Bonds, or a day which immediately precedes a Business Day. In addition, such direction of the Issuer shall be accompanied by the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Conversion Date and a form of the notice to be mailed by the Trustee pursuant to the provisions of the Indenture described in paragraph (d) below.

(d) *Notice of Conversion to or Continuation of Index Rate*. Following timely receipt of a Written Direction of the Issuer directing the Conversion of a Series of Bonds to the Index Rate Period as provided in the provisions of the Indenture described in paragraph (b) above, the Trustee shall give notice by first-class mail of the Conversion of such Bonds to bear interest in a (or the establishment of another) Index Rate Period for a Series of Bonds to the Owners of the Bonds of such Series not less than thirty (30) days prior to the proposed effective date of such Index Rate Period. Such notice shall state: (i) that the Interest Rate Period for such Bonds shall be converted to, or continue to be, an Index Rate Period unless (A) the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to an Index Rate Period as provided in the Indenture or (B) Bond Counsel shall fail to deliver a Favorable Opinion

of Bond Counsel as to such Conversion on the Index Rate Conversion Date; (ii) that such Bonds are subject to mandatory tender for purchase on the Index Rate Conversion Date and setting forth the applicable Purchase Price and the place of delivery for purchase of such Bonds; and (iii) that the Bonds of such Series are subject to mandatory tender for purchase on the proposed Conversion Date unless the Issuer rescinds its election to convert the Interest Rate Period for the Bonds of such Series to an Index Rate Period as provided in the Indenture; and (iv) the applicable Purchase Price and the place of delivery for purchase of such Bonds.

(Section 2.09)

PROVISIONS REGARDING INTEREST RATE SWAP

(a) In connection with the issuance of any Variable Rate Series of Bonds, or the Conversion of any Series of Bonds, to bear interest in a Daily Interest Rate Period, a Weekly Interest Rate Period, an Index Rate Period or a Commercial Paper Interest Rate Period, the Issuer shall enter into an Interest Rate Swap with an Interest Rate Swap Counterparty. The following shall apply to the Interest Rate Swap:

(i) The method for the calculation of the Interest Rate Swap Payments and Interest Rate Swap Receipts, as applicable, and the scheduled payment dates therefor are set forth in the Interest Rate Swap;

(ii) Interest Rate Swap Payments shall be made by the Trustee (for the account of the Issuer) from the Debt Service Account on parity with principal and interest payments on Bonds; and

(iii) Interest Rate Swap Receipts shall be payable directly to the Trustee (for the account of the Issuer) and shall be deposited directly into the Debt Service Account.

(b) The following shall apply with respect to restrictions on replacement and termination of the Interest Rate Swap:

(i) The Issuer agrees that it will not exercise any right to declare an early termination date under the Interest Rate Swap unless either (A) the Issuer has entered into a replacement Interest Rate Swap in accordance with clause (ii) and (iii) below, and such replacement Interest Rate Swap will be effective as of such early termination date and cover interest rate exposure from and after such early termination date, or (B) in all other cases, the Prepaid Energy Sales Agreement will terminate prior to or as of such early termination date.

(ii) The Issuer may replace the Interest Rate Swap (and any related guaranty of the Interest Rate Swap Counterparty's obligations thereunder) with a similar agreement for the same hedging purposes with an alternate Interest Rate Swap Counterparty at any time upon delivery to the Trustee of a Rating Confirmation.

(iii) If the Interest Rate Swap is subject to termination (or, in the case of clause (B) below, is terminated) by either party in accordance with its terms, then (A) the Issuer may, subject to clause (i) above, terminate the Interest Rate Swap if the Issuer has the right to do so, and (B) the Issuer may enter into a replacement Interest Rate Swap with an alternate Interest Rate Swap Counterparty without Rating Confirmation, but only if the replacement Interest Rate Swap is identical in all material respects to the existing Interest Rate Swap, except for the identity of the Interest Rate Swap Counterparty, and (1) the alternate Interest Rate Swap Counterparty (or its credit support provider under the Interest Rate Swap) is then rated at least the lower of (a) the credit rating

of the Funding Recipient or (b) at least as highly as the rating then assigned by each Rating Agency to the Bonds, or (2) the Interest Rate Swap Counterparty provides such collateral and security arrangements as the Issuer shall determine to be necessary.

(Section 2.13)

MANDATORY TENDER FOR PURCHASE ON CONVERSION OF INTEREST RATE PERIOD

Eligible Bonds of a Series shall be subject to mandatory tender for purchase on each Conversion Date (which shall be a Mandatory Purchase Date) at the applicable Purchase Price, payable in immediately available funds. The Purchase Price of any Bond so purchased shall be payable from the sources and in the order of priority specified in the Indenture only upon surrender of such Bond to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof, in form satisfactory to such Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange at or prior to 10:00 a.m., New York City time, on the date specified for such delivery as described in this paragraph or in the notice provided pursuant to the Indenture.

(Section 4.14)

GENERAL PROVISIONS RELATING TO TENDERS

(a) *Creation of Bond Purchase Fund*.

(i) There shall be created and established under the Indenture with the Trustee a fund to be designated the "Bond Purchase Fund" to be held in trust only for the benefit of the Owners of tendered Bonds who shall thereafter be restricted exclusively to the moneys held in such fund for the satisfaction of any claim for the Purchase Price of such tendered Bonds. The Bond Purchase Fund and the Accounts therein are not Pledged Funds.

(ii) There shall be created and designated under the Indenture the following Accounts with respect to each Series of Bonds within the Bond Purchase Fund: the "Remarketing Proceeds Account" and the "Issuer Purchase Account." Moneys paid to the Trustee for the purchase of tendered or deemed tendered Bonds of a Series received from (A) the Remarketing Agent shall be deposited in the Remarketing Proceeds Account for such Series in accordance with the provisions of the Indenture described under the first paragraph of "*Deposits of Funds*" below and (B) the Issuer shall be deposited in the Issuer Purchase Account in accordance with the provisions of the Indenture described under the second paragraph of "*Deposits of Funds*" below. Moneys provided by the Issuer not required to be used in connection with the purchase of tendered Bonds shall be returned to the Issuer in accordance with the provisions of the Indenture described under "*Deposits of Funds*" and "*Disbursements; Payment of Purchase Price*" below.

(iii) Moneys in the Issuer Purchase Account and the Remarketing Proceeds Account with respect to a Series of Bonds shall not be commingled with other funds held by the Trustee and shall remain uninvested. The Issuer shall have no right, title or interest in any of the funds held on deposit in the Remarketing Proceeds Account or any remarketing proceeds held for any period of time by the Remarketing Agent.

(b) *Deposit of Bonds*. The Trustee agrees to hold all Bonds delivered to it pursuant to the Indenture in trust for the benefit of the respective Owners which shall have so delivered such Bonds until moneys representing the Purchase Price of such Bonds have been delivered to such Owner in accordance

with the provisions of the Indenture and until such Bonds shall have been delivered by the Trustee in accordance with the provisions of the Indenture described under "*Delivery of Purchased Bonds*" below.

(c) *Remarketing of Bonds*.

(i) Immediately upon its receipt, but not later than noon, New York City time on the following Business Day, from an Owner of a Bond bearing interest at a Daily Interest Rate or a Weekly Interest Rate of a notice pursuant to the Indenture, the Trustee shall notify the Remarketing Agent by telephone, promptly confirmed in writing by Electronic Means, of such receipt, specifying the principal amount of Bonds for which it has received such notice, the names of the Owners thereof and the date on which such Bonds are to be purchased in accordance with the Indenture.

(ii) As soon as practicable, but in no event later than 10:15 a.m., New York City time, on a Purchase Date, the Remarketing Agent shall inform the Trustee by telephone, promptly confirmed in writing, by Electronic Means, of the principal amount of Purchased Bonds to be purchased on such date, the name, address and taxpayer identification number of each such purchaser, and the Authorized Denominations in which such Purchased Bonds are to be delivered. Upon receipt from the Remarketing Agent of such information, and in no event later than 12:30 p.m., New York City time, on the Purchase Date, the Trustee shall prepare Purchased Bonds in accordance with such information received from the Remarketing Agent for the registration of transfer and redelivery to the Remarketing Agent pursuant to "*Delivery of Purchased Bonds*" below.

(iii) Any Purchased Bonds which are subject to mandatory tender for purchase in accordance with the Indenture which are not presented to the Trustee on the Purchase Date and any Purchased Bonds which are the subject of a notice pursuant to the Indenture which are not presented to the Trustee on the Purchase Date, shall, in accordance with the provisions of the Indenture, be deemed to have been purchased upon the deposit of moneys equal to the Purchase Price thereof into any or all of the accounts of the Bond Purchase Fund.

(d) *Deposits of Funds*.

(i) The Trustee shall deposit into the Remarketing Proceeds Account for the applicable Series of Bonds any amounts received by it in immediately available funds by 12:30 p.m., New York City time, on any Purchase Date from the Remarketing Agent against receipt of Bonds by the Remarketing Agent pursuant to the provisions of the Indenture described under "*Delivery of Purchased Bonds*" below and on account of Purchased Bonds remarketed pursuant to the terms of the Remarketing Agreement.

(ii) The Issuer may, in its sole discretion, pay to the Trustee in immediately available funds the amount equal to the difference, if any, between the total Purchase Price of Bonds to be purchased and the amount of money deposited as described in the preceding paragraph (the "*Additional Liquidity Drawing Amount*") by 12:45 p.m., New York City time. The Trustee shall deposit any Additional Liquidity Drawing Amounts into the Issuer Purchase Account for the applicable Series of Bonds.

(iii) The Trustee shall hold all proceeds received from the Remarketing Agent or the Issuer pursuant to the provisions of the Indenture described under this section entitled "*Deposits of Funds*" in trust for the tendering Owners. In holding such proceeds and moneys, the Trustee will be acting on behalf of such Owners by facilitating the purchase of the Bonds and not on behalf of

the Issuer and will not be subject to the control of the Issuer. Subject to the provisions of the Indenture described under "*Disbursements; Payment of Purchase Price*" below, following the discharge of the pledge created by the Indenture or after payment in full of the Bonds, the Trustee shall pay any moneys remaining in any Account of the Bond Purchase Fund directly to the Persons for whom such money is held upon presentation of evidence reasonably satisfactory to the Trustee that such Person is rightfully entitled to such money and the Trustee shall not pay such amounts to any other Person.

(e) *Disbursements; Payment of Purchase Price*. Moneys delivered to the Trustee on a Purchase Date shall be applied at or before 1:00 p.m., New York City time, on such Purchase Date to pay the Purchase Price of Purchased Bonds of the applicable Series in immediately available funds as follows in the indicated order of application and, to the extent not so applied on such date, shall be held in the separate and segregated Accounts of the Bond Purchase Fund for the benefit of the Owners of the Purchased Bonds which were to have been purchased:

FIRST: Moneys deposited in the Remarketing Proceeds Account for the Bonds of the applicable Series; and

SECOND: Moneys deposited in the Issuer Purchase Account for the Bonds of the applicable Series.

Any moneys held by the Trustee in the Issuer Purchase Account remaining unclaimed by the Owners of the Purchased Bonds which were to have been purchased for two years after the respective Purchase Date for such Bonds shall be paid to the Issuer, upon a request in a Written Direction of the Issuer against written receipt therefor. The Owners of Purchased Bonds who have not yet claimed money in respect of such Bonds shall thereafter be entitled to look only to the Trustee, to the extent it shall hold moneys on deposit in the Bond Purchase Fund, or the Issuer to the extent moneys have been transferred in accordance with the provisions of the Indenture described under this section entitled "*Disbursements; Payment of Purchase Price*." The Trustee shall have no obligation to advance its own funds to fund the Bond Purchase Fund or otherwise pay the Purchase Price on any Bonds.

(f) *Delivery of Purchased Bonds*.

(i) The Remarketing Agent shall give telephonic notice, promptly confirmed by a written notice, by Electronic Means, to the Trustee on each date on which Bonds shall have been purchased pursuant to the Indenture, specifying the principal amount of such Bonds, if any, sold by it and a list of such purchasers showing the names and Authorized Denominations in which such Bonds shall be registered, and the addresses and social security or taxpayer identification numbers of such purchasers. By 12:30 p.m., New York City time, on the Purchase Date, a principal amount of Bonds equal to the amount of Purchased Bonds purchased with moneys from the Remarketing Proceeds Account shall be made available by the Trustee to the Remarketing Agent against payment therefor in immediately available funds.

(ii) A principal amount of Bonds equal to the amount of Purchased Bonds purchased from moneys on deposit in the Issuer Purchase Account shall be delivered on the day of such purchase by the Trustee to or as directed by the Issuer. The Trustee shall register such Bonds in the name of the Issuer or as otherwise directed by the Issuer.

(Section 4.15)

NOTICE OF MANDATORY TENDER FOR PURCHASE

In connection with any mandatory tender for purchase of Bonds in accordance with the Indenture, the Trustee shall give the notice (which in the case of a mandatory tender pursuant to the provisions of the Indenture described under the section entitled "Mandatory Tender for Purchase on Conversion of Interest Rate Period" above shall be given as a part of the notice given pursuant to certain provisions of the Indenture) stating: (a) that the Purchase Price of any Bond so subject to mandatory tender for purchase shall be payable only upon surrender of such Bond to the Trustee at the office specified in such notice, accompanied by an instrument of transfer thereof in form satisfactory to the Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange; (b) that all Bonds so subject to mandatory tender for purchase shall be purchased on the Mandatory Purchase Date, unless (i) a Failed Remarketing shall have occurred on or prior to such Mandatory Purchase Date, in which case such mandatory tender shall be cancelled and the Bonds shall be payable on the Final Maturity Date, or (ii) such Bonds shall have otherwise been redeemed on or prior to, or are not Outstanding as of, such Mandatory Purchase Date; and (c) that in the event that any Owner of a Bond so subject to mandatory tender for purchase shall not surrender such Bond to the Trustee for purchase on such Mandatory Purchase Date, then such Bond shall be deemed to be an Undelivered Bond, and that no interest shall accrue thereon on and after such Mandatory Purchase Date and that the Owner thereof shall have no rights under the Indenture other than to receive payment of the Purchase Price thereof. Any such notice of a mandatory tender of Bonds pursuant to the Indenture shall be given no less than thirty (30) days prior to the applicable Mandatory Purchase Date, and the Trustee shall give a conditional notice of extraordinary redemption pursuant to the Indenture no later than the applicable deadlines set forth therein to provide for the extraordinary redemption of the Bonds if a Failed Remarketing occurs prior to the Mandatory Purchase Date. No later than five (5) Business Days prior to the date on which such conditional notice of extraordinary redemption is required to be given by the Trustee pursuant to the Indenture, the Issuer shall direct the Trustee to send such conditional redemption notice pursuant to a Written Direction, which Written Direction shall include the applicable Redemption Date and method(s) for calculating the Redemption Price, to be followed by notice of the Redemption Price.

(Section 4.16)

THE PLEDGE EFFECTED BY THE INDENTURE

The Bonds and the Interest Rate Swap are limited obligations of the Issuer payable solely from and secured as to the payment of the principal and Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of the Indenture solely by, the Trust Estate. Pursuant to the Granting Clauses of the Indenture, the Trust Estate has been conveyed, assigned and pledged to the payment of the principal and Redemption Price of and interest on the Bonds and the Interest Rate Swap Payments in accordance with their terms, and any other senior, parity and subordinate obligations of the Issuer secured by the lien of the Indenture, subject to (i) the pledge of and lien on the Commodity Swap Payment Fund and the amounts and investments on deposit therein in favor of the Commodity Swap Counterparty, and (ii) the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture. The Trust Estate thereby pledged and assigned shall immediately be subject to the lien of such pledge without any further physical delivery thereof or other further act, and the lien of such pledge shall be a first lien and shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof.

None of the Bonds, the Interest Rate Swap or the Commodity Swap constitute a debt or liability of the State or of any political subdivision thereof, other than as limited obligations of the Issuer, and the Issuer

shall not be obligated to pay the principal or Redemption Price of, or interest on, the Bonds, the Interest Rate Swap Payments or the Commodity Swap Payments except from the funds provided therefor under the Indenture. Neither the faith and credit nor the taxing power of the State or of any political subdivision thereof, including the Issuer, or of the Project Participant is pledged to the payment of the principal or Redemption Price of and interest on the Bonds, the Interest Rate Swap Payments or the Commodity Swap Payments. The issuance of the Bonds and the execution and delivery of the Interest Rate Swap and the Commodity Swap shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation or to make any appropriation for their payment. The Issuer has no taxing power.

Nothing contained in the Indenture shall be construed to prevent the Issuer from acquiring, constructing or financing, through the issuance of its bonds, notes or other evidences of indebtedness, any facilities or supplies of Energy other than the Clean Energy Project; provided that such bonds, notes or other evidences of indebtedness shall not be payable out of or secured by the Trust Estate or any portion thereof, and neither the cost of such facilities or supplies of Energy nor any expenditure in connection therewith or with the financing thereof shall be payable from the Trust Estate or any portion thereof.

(Section 5.01)

ESTABLISHMENT OF FUNDS AND ACCOUNTS

(a) The following Funds and Accounts are established in the Indenture, each of which shall be held by the Trustee except as indicated below:

(i) Project Fund;

(ii) Revenue Fund;

(iii) Operating Fund;

(iv) Debt Service Fund, consisting of the Debt Service Account and the Redemption Account;

(v) Commodity Swap Payment Fund;

(vi) General Reserve Fund;

(vii) Energy Remarketing Reserve Fund, consisting of a Remediation Account;

(viii) Assignment Payment Fund;

(ix) Bond Purchase Fund, consisting of the Issuer Purchase Account and the Remarketing Proceeds Account; and

(x) Administrative Fee Fund.

(b) Within the Funds and Accounts established under the Indenture and held by the Trustee, the Trustee may create additional Accounts in any Fund or subaccounts in any Accounts as may facilitate the administration of the Indenture. The Issuer may, by Supplemental Indenture, with the prior written approval of the Trustee, establish one or more additional accounts or subaccounts. By Supplemental Indenture, the Issuer may also (i) establish custodial accounts to be held by the Trustee as custodian to

receive Revenues paid by the Project Participant under the Power Supply Contract, and (ii) provide for the application of such amounts for transfer to the Revenue Fund and for such other purposes as may be specified therein.

(Section 5.02)

PROJECT FUND

(a) There shall be paid into the Project Fund proceeds of the Bonds in the amount specified by Written Request of the Issuer, and there may be paid into the Project Fund, at the option of the Issuer, any moneys received for or in connection with the Clean Energy Project by the Issuer from any other source, unless required to be otherwise applied as provided by the Indenture. Upon delivery of the Bonds, the Trustee shall immediately transfer from the Project Fund into the Debt Service Account an amount, specified by Written Request of the Issuer, representing capitalized interest on the Bonds to the date set forth in such Written Request. Except as otherwise described in this section entitled "Project Fund," amounts in the Project Fund shall be applied by the Issuer to pay the Cost of Acquisition and any capitalized interest on the Bonds.

(b) Before any payment is made by the Trustee from the Project Fund, the Issuer shall file with the Trustee a Written Request of the Issuer, showing with respect to each payment to be made, the name of the Person to whom payment is due and the amount to be paid, and stating that the obligation to be paid was incurred and is a proper charge against the Project Fund. To the extent that the Written Request includes amounts to be paid pursuant to the Prepaid Energy Sales Agreement, copies of the invoices or requests for direct payments submitted under the Prepaid Energy Sales Agreement shall be attached to the Written Request. Each such Written Request shall be sufficient evidence to the Trustee: (i) that obligations in the stated amounts have been incurred by the Issuer and that each item thereof is a proper charge against the Project Fund; and (ii) that there has not been filed with or served upon Issuer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the Persons named in such Written Request which has not been released or will not be released simultaneously with the payment of such obligation other than materialmen's or mechanics' liens accruing by mere operation of law.

(c) Upon receipt of each such Written Request, the Trustee shall pay the amounts set forth therein as directed by the terms thereof from the applicable Account in accordance with and subject to the applicable terms of the Indenture described in this section entitled "Project Fund."

(d) Notwithstanding any of the other provisions described in this section entitled "Project Fund," to the extent that other moneys are not available therefor, amounts in Project Fund shall be applied to the payment of principal of and interest on Bonds when due.

(e) Upon Written Direction of the Issuer, but not earlier than six months after the date of delivery of the Bonds, the Trustee shall transfer to the Revenue Fund any amounts remaining on deposit in Project Fund.

(Section 5.03)

REVENUES AND REVENUE FUND; OTHER AMOUNTS

(a) All Revenues shall be deposited promptly by the Trustee upon receipt thereof into the Revenue Fund; *provided* that, for the avoidance of doubt, if any amounts are received from a Project Participant for which Outstanding Sold Receivables exist, as identified in a written notice from the Issuer

to the Trustee, the Trustee shall promptly cause any such receipts to be paid to the Energy Supplier to the extent of such Outstanding Sold Receivables without setoff of any kind in accordance with the Receivables Purchase Provisions and any remaining amounts received from the Project Participant shall be deposited into the Revenue Fund.

(b) In the event that the Specified Project Participant fails to pay the amount due under the Power Supply Contract, the Trustee shall perform the following actions on behalf of the Issuer under the Receivables Purchase Provisions: (i) provide a preliminary notice by email to the Issuer and the Energy Supplier that a Specified Project Participant will fail to make a payment as soon as practicable after becoming aware that a payment default will occur and in any event no later than the end of the calendar day on which the relevant payment default occurs, and (ii) prepare and deliver to the Energy Supplier a Put Option Notice by 12:00 p.m. New York City time on the Business Day following any such payment default. On the twenty-fourth day of the Month in which such Put Option Notice was delivered (or if such day is not a Business Day, the next Business Day following the twenty fourth day of such Month), the Trustee shall deliver to the Energy Supplier the bill of sale and certificates required by the Receivables Purchase Provisions. The Trustee is authorized under the Indenture to sell the Put Receivables then owed by the Specified Project Participant under the Power Supply Contract pursuant to the Receivables Purchase Provisions and to take all actions on its part necessary in connection therewith. All amounts received by the Trustee pursuant to the Receivables Purchase Provisions in respect of Put Receivables shall be deposited in the Revenue Fund for application pursuant to the Indenture.

(c) Upon receipt of the preliminary notice from the Trustee pursuant to (b)(i) above, the Issuer shall:

(i) in consultation with the Energy Supplier, determine the amount of the Net Participant Shortfall Amount, if any, resulting from such failure to pay; and

(ii) give prompt written notice of the amounts of such Net Participant Shortfall Amount, if any, and the amount of such nonpayment and the resulting Net Participant Shortfall Amount, to the Trustee, the Energy Supplier and the Commodity Swap Counterparty.

(d) The following amounts, which are payable to the Trustee but do not constitute Revenues, shall be applied by the Trustee as follows:

(i) any Termination Payment shall be deposited directly into the Redemption Account of the Debt Service Fund as provided in the Indenture,

(ii) any Assignment Payment shall be deposited directly into the Assignment Payment Fund as provided in the Indenture,

(iii) [Reserved.];

(iv) amounts representing the Project Administration Fee, together with any amounts paid by the Project Participant under the Prepaid Clean Energy Project Administration Agreement, shall be paid as received by the Issuer into the Administrative Fee Fund;

(v) any Interest Rate Swap Receipts shall be deposited directly into the Debt Service Account as provided in the Indenture; and

(vi) any amounts required by the Indenture to be deposited into the Energy Remarketing Reserve Fund shall be deposited directly therein.

(Section 5.04)

PAYMENTS FROM REVENUE FUND

(a) In each Month during which there is a deposit of Revenues into the Revenue Fund (but in no case later than the respective dates set forth below), the Trustee shall apply the amounts on deposit in the Revenue Fund, to the extent available, for credit or deposit to the Funds and Accounts indicated below, in the amounts described below (such application to be made in such a manner so as to assure good funds are available on the respective dates set forth below) in the following order of priority:

(i) To the Operating Fund, not later than the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day), the amount, if any, required so that the balance therein shall equal the amount necessary for the payment of Operating Expenses coming due for such Month;

(ii) Subject to the provisos below, to the Debt Service Fund, not later than the twenty fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day) for the credit to the Debt Service Account, an amount equal to the greater of (A) the Scheduled Debt Service Deposit, as set forth in Schedule II attached to the Indenture, or (B) the amount necessary to cause an amount equal to the cumulative unpaid Scheduled Debt Service Deposits due through such date to be on deposit therein (without credit for undisbursed Interest Rate Swap Receipts on deposit therein);

(iii) To the Commodity Swap Payment Fund, on or before the twenty-fifth day of such Month (or, if such day is not a Business Day, the next succeeding Business Day), the amount required so that the balance therein shall equal the Commodity Swap Payments due for such Month; and

(iv) To the Energy Supplier, not later than the last Business Day of such Month, the amount, if any, required for the repurchase of Put Receivables and the payment of interest on all Put Receivables sold to the Energy Supplier pursuant to the Receivables Purchase Provisions.

(b) If, after a scheduled monthly deposit to the Debt Service Account or the Commodity Swap Payment Fund, the balance therein is below the cumulative Scheduled Debt Service Deposits for such month as specified on Schedule II attached to the Indenture or the Commodity Swap Payments due for such month, respectively, the Trustee shall immediately notify the Issuer of such deficiency and the Trustee shall (i) if the Issuer has not previously done so, cause the Issuer to suspend all deliveries of all quantities of Energy under the Power Supply Contract if the Project Participant is in default thereunder, and (ii) promptly give notice to the Energy Supplier to follow the Remarketing Provisions.

(c) On each [_____] 1, beginning [_____] 1, 2027*, after (i) the deposit of Revenues into the Revenue Fund and (ii) making such transfers, credits and deposits as required by paragraph (a) above, the Trustee shall credit to the General Reserve Fund the remaining balance in the Revenue Fund.

(d) So long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds and Interest Rate Swap Payments in accordance with their terms (including principal or applicable Sinking Fund Installments and interest thereon), no transfers shall be required to be made to the Debt Service Fund.

* Preliminary; subject to change.

(Section 5.05)

OPERATING FUND

(a) Amounts credited to the Operating Fund shall be applied from time to time by the Trustee to the payment of (i) first, Rebate Payments, and (ii) second, any other Operating Expenses then due and payable.

(b) Amounts credited to the Operating Fund that the Trustee, on the last Business Day of each Month, determines to be in excess of the requirements of such Fund for such Month, shall be applied to make up any deficiencies in the Debt Service Account. Any balance of such excess not required to be so applied shall be transferred to the Revenue Fund for application in accordance with the Indenture.

(Section 5.06)

DEBT SERVICE FUND – DEBT SERVICE ACCOUNT

(a) The amounts deposited into the Debt Service Account pursuant to the Indenture shall be held in such Account and applied to the payment of the Debt Service and Interest Rate Swap Payments payable on each Bond Payment Date; *provided* that, for the purposes of computing the amount to be deposited in such Account, there shall be excluded from the required deposit the amount, if any, on deposit in the Debt Service Account from the proceeds of Bonds (including amounts, if any, transferred thereto from the Project Fund) for the payment of interest on the Bonds. Such amount set aside shall be applied to Debt Service prior to other monies held within the Debt Service Account.

(b) The Trustee shall pay out of the Debt Service Account to the Paying Agent: (i) on or before each Interest Payment Date, the amount required for the interest on the Bonds payable on such date; (ii) on or before each Bond Payment Date, the Interest Rate Swap Payments then due, (iii) on or before the Bond Payment Date on which a Principal Installment is due, the amount required for the Principal Installment payable on such date; and (iv) on or before any redemption date, the amount required for the payment of the Redemption Price of and accrued interest on such Bonds then to be redeemed; provided, however, that if with respect to any Bonds or portions thereof the amounts due on any such Bond Payment Date and/or redemption date are intended to be paid from a source other than amounts in the Debt Service Account prior to any application of amounts in the Debt Service Account to such payments, then the Trustee (after Written Notice from the Issuer to the Trustee that the Issuer intends to make payments from a source other than amounts in the Debt Service Account) shall not pay any such amounts to the Paying Agent until such amounts have failed to be provided from such other source at the time required and if any such amounts due are paid from such other source the Trustee shall apply the amounts in the Debt Service Account to provide reimbursement for such payment from such other source as provided in the agreement governing reimbursement of such amounts to such other source. Such amounts shall be applied by the Paying Agent on and after the due dates thereof. The Trustee shall also pay out of the Debt Service Account the accrued interest included in the purchase price of Bonds purchased for retirement.

(c) Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) shall, if so directed by the Issuer in a Written Request delivered not less than thirty (30) days before the due date of such Sinking Fund Installment, be applied by the Trustee to (i) the purchase of Bonds of the Series, maturity and tenor for which such Sinking Fund Installment was established, (ii) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms, or (iii) any combination of (i) and (ii). All purchases and redemptions of any Bonds pursuant to this paragraph (c) shall be made at prices not exceeding the applicable

sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the Issuer shall direct the Trustee in writing. The applicable sinking fund Redemption Price (or principal amount of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount of such Account. As soon as practicable after the thirtieth (30th) day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for the redemption on such due date, by giving notice as required by the Indenture, Bonds of the Series, maturity and tenor for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment after making allowance for any Bonds purchased or redeemed pursuant to the provisions of the Indenture described under the section entitled "General Reserve Fund" below which the Issuer has directed the Trustee in writing to apply as a credit against such Sinking Fund Installment as provided in the Indenture. The Trustee shall pay out of the Debt Service Account to the Paying Agent, on or before such redemption date or maturity date, as applicable, the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption or payment, as applicable. All expenses in connection with the purchase or redemption of Bonds shall be paid by the Issuer in such manner as the Issuer shall direct the Trustee in writing from the Operating Fund.

All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee at its designated corporate trust office when such payment or redemption is made, and such Bonds, together with all Bonds purchased or redeemed pursuant to the Indenture that have been delivered to the Trustee for application as a credit against Sinking Fund Installments and all Bonds purchased by the Trustee pursuant to the provisions of the Indenture described under this section entitled "Debt Service Fund – Debt Service Account," shall thereupon be promptly cancelled (or deemed to have been cancelled).

(d) Amounts accumulated in the Debt Service Account with respect to any principal amount of Bonds due on a certain future date for which no Sinking Fund Installments have been established (together with amounts accumulated therein with respect to interest on such Bonds) shall, upon the reasonable prior Written Direction of the Issuer, be applied by the Trustee on or prior to the due date thereof, to (i) the purchase of such Bonds or (ii) the redemption at the principal amount of such Bonds, if then redeemable by their terms. All purchases and redemptions of any Bonds as described in this paragraph shall be made at prices not exceeding the principal amount of such Bonds plus accrued interest, and such purchases and redemptions shall be made in such manner as the Issuer shall determine. The principal amount of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such due date, for the purpose of calculating the amount of such Account.

(e) The amount deposited in the Debt Service Account on the Issue Date of any Series of Bonds from the proceeds thereof shall be set aside and applied to the payment of interest on such Series of Bonds and related Interest Rate Swap Payments.

(f) In the event of the refunding or defeasance of any Bonds, the Trustee shall, if directed by the Issuer in writing, withdraw from the Debt Service Account all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded or defeased and deposit such amounts with the Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or defeased; *provided* that such withdrawal shall not be made unless immediately thereafter Bonds being refunded or defeased shall be deemed to have been paid pursuant to the Indenture. In the event of such refunding or defeasance, the Issuer may direct the Trustee to withdraw from the Debt Service Account all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded or defeased and deposit such amounts in any Fund or Account under the Indenture; *provided, however*, that such withdrawal shall not be made unless the Bonds being defeased

shall be deemed to have been paid pursuant to the Indenture and provided, further, that, at the time of such withdrawal, there shall exist no deficiency in any Fund or Account held under the Indenture.

(g) Any amount remaining in the Debt Service Account shall, to the extent not required to be retained therein for purposes of making future payments, be deposited in the Revenue Fund.

(Section 5.07)

DEBT SERVICE FUND – REDEMPTION ACCOUNT

(a) In the event of an early termination of the Prepaid Energy Sales Agreement, the Issuer shall direct the Energy Supplier to pay the Termination Payment directly to the Trustee for the account of the Issuer. The Trustee shall deposit the Termination Payment into the Redemption Account. Amounts deposited into the Redemption Account shall be applied by the Trustee to the redemption of Outstanding Bonds pursuant to the Indenture.

(b) Any amounts remaining on deposit in the Redemption Account following the redemption and payment of all Outstanding Bonds shall be applied by the Trustee first to pay any Swap Payment Deficiency, second to repurchase any Put Receivables owned by the Energy Supplier, and third, upon Written Direction of the Issuer to the Trustee, shall be transferred to the Revenue Fund.

(c) For the avoidance of doubt, no Extraordinary Expenses shall be paid from the Redemption Account.

(Section 5.08)

COMMODITY SWAP PAYMENT FUND

(a) Amounts credited to the Commodity Swap Payment Fund shall be applied from time to time by the Trustee to the payment of the Commodity Swap Payments when due.

(b) Any amount remaining in the Commodity Swap Payment Fund following the payment of the Commodity Swap Payment due in any Month and prior to any deposit therein for the following Month shall be transferred to the Revenue Fund for application in accordance with the Indenture.

(Section 5.09)

GENERAL RESERVE FUND

(a) The Trustee shall apply moneys on deposit in the General Reserve Fund in the following amounts and in the following order of priority: first, for deposit into the Debt Service Account, the amount necessary (or all of the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in the deposits to such Account described in paragraph (a)(iii) of "Payments from Revenue Fund" above; second, for deposit into the Commodity Swap Payment Fund, the amount necessary to cause the balance therein to equal a Commodity Swap Payment that is then due; and third for deposit into the Operating Fund, the amount necessary for the payment of any Operating Expenses then due and payable and for which other funds are not available under the Indenture.

(b) Amounts on deposit in the General Reserve Fund not required to meet a deficiency or to make a deposit as provided in paragraph (a) above shall be applied by the Trustee upon the Written Request of the Issuer to the following in the order listed below:

(i) payment of Extraordinary Expenses;

(ii) payment of any fees owed pursuant to any Qualified Investments;

(iii) the repurchase of Put Receivables and the payment of interest on all receivables sold to the Energy Supplier pursuant to the Receivables Purchase Provisions;

(iv) to pay the Annual Refund (as defined in the Prepaid Clean Energy Project Administration Agreement) to the Project Participant as determined pursuant to the Prepaid Clean Energy Project Administration Agreement;

(v) the purchase or redemption of Bonds and expenses in connection with the purchase or redemption of such Bonds or any reserves which the Issuer determines shall be required for such purposes; and

(vi) any other lawful purpose of the Issuer under the Act;

provided, however, that, subject to the provisions of paragraph (a) of this section entitled "General Reserve Fund," amounts credited to the General Reserve Fund and required by the Indenture to be applied to the purchase or redemption of Bonds shall be applied to such purpose.

(c) If at any time Bonds of any Series, maturity and tenor for which Sinking Fund Installments shall have been established are (i) purchased or redeemed other than as described in "Debt Service Fund – Debt Service Account" above or (ii) deemed to have been paid pursuant to the Indenture and, with respect to such Bonds which have been deemed paid, irrevocable written instructions have been given by the Issuer to the Trustee to redeem or purchase the same on or prior to the due date of the Sinking Fund Installment to be credited under this paragraph (c), the Issuer may from time to time and at any time by Written Direction to the Trustee specify the portion, if any, of such Bonds so purchased, redeemed or deemed to have been paid and not previously applied as a credit against any Sinking Fund Installment which are to be credited against future Sinking Fund Installments. Such direction shall specify the amounts of such Bonds to be applied as a credit against each Sinking Fund Installment or Installments and the particular Sinking Fund Installment or Installments against which such Bonds are to be applied as a credit; provided, however, that none of such Bonds may be applied as a credit against a Sinking Fund Installment to become due less than thirty (30) days after such written notice is delivered to the Trustee. All such Bonds to be applied as a credit shall be surrendered to the Trustee for cancellation on or prior to the due date of the Sinking Fund Installment against which they are being applied as a credit. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

(Section 5.10)

ENERGY REMARKETING RESERVE FUND

There shall be paid by the Trustee into the Remediation Account of the Energy Remarketing Reserve Fund, and within such Remediation Account the subaccount applicable to each Project Participant, the amounts, as directed in a Written Direction of the Issuer, specified in the Remarketing Provisions. In the case of a Remediation Remarketing (as defined in the Remarketing Provisions) pursuant to the Remarketing Provisions, amounts shall be released from the applicable subaccount of the Remediation Account upon such remarketing and applied pursuant to a Written Direction of the Issuer as follows: (a) if

the proceeds received by the Trustee from the remarketing equal or exceed the Remediation Remarketing Purchase Price, the portion of the applicable subaccount of the Remediation Account allocable to such remarketing shall be transferred to the General Reserve Fund, and (b) if the proceeds received by the Trustee from the remarketing are less than the Remediation Remarketing Purchase Price, then (x) the portion of the applicable subaccount of the Remediation Account of the Energy Remarketing Reserve Fund allocable to such remarketing shall be used to make a payment to the Energy Supplier in an amount equal to the excess of such Remediation Remarketing Purchase Price over such proceeds received by the Issuer from the remarketing, and (y) any remaining amounts allocable to such remarketing shall be transferred to the General Reserve Fund. For purposes of the provisions of the Indenture described in this paragraph, the portion of the applicable subaccount of the Remediation Account of the Energy Remarketing Reserve Fund specified in writing by the Issuer to the Trustee as the amount allocable to a remarketing shall consist of the product of (i) a fraction, the numerator of which is the purchase price of the Energy to be remarketed, and the denominator of which is the aggregate amount previously received by the Issuer from the sale of such Energy in Non-Private Business Sales (as defined in the Remarketing Provisions) or Private Business Sales (as defined in the Remarketing Provisions) that, as of the time of the remarketing, has not been remediated in accordance with the Remarketing Provisions, multiplied by (ii) the balance of the applicable subaccount of the Remediation Account of the Energy Remarketing Reserve Fund at the time of the remarketing.

(Section 5.11)

ASSIGNMENT PAYMENT FUND

In connection with the issuance of Refunding Bonds, any Assignment Payment received from the Energy Supplier (or the Master Custodian on its behalf) shall be deposited into the Assignment Payment Fund to be transferred to the replacement energy supplier, provided, however, that if the existing Bonds have not been redeemed or defeased on or before the Mandatory Purchase Date, in whole, by the Refunding Bonds, all or a portion of the Assignment Payment shall be transferred to the Trustee for deposit as directed by the Issuer in writing to the Redemption Account pursuant to the Indenture, along with the proceeds of the Refunding Bonds, in order to redeem all of the Outstanding Bonds.

(Section 5.12)

PURCHASES OF BONDS

Except as otherwise provided in the Indenture, any purchase of Bonds (or portions thereof) by or at the direction of the Issuer pursuant to the Indenture may be made with or without tenders of Bonds and at either public or private sale, in such manner as the Issuer may determine.

(Section 5.13)

ADMINISTRATIVE FEE FUND

All Project Administration Fees, together with any amounts paid by the Project Participant pursuant to the Prepaid Clean Energy Project Administration Agreement, shall be deposited by the Trustee into the Administrative Fee Fund. The Trustee shall apply amounts on deposit in the Administrative Fee Fund to pay Operating Expenses promptly upon receipt of a Written Request of the Issuer directing such payment. In the event amounts on deposit in the Administrative Fee Fund are insufficient to make any payments directed in the Written Request of the Issuer, the Trustee shall promptly notify each Project Participant, at its respective address shown on Schedule I attached to the Indenture, of the fact and amount of such deficiency.

(Section 5.14)

INVESTMENT OF CERTAIN FUNDS

Moneys held in the Debt Service Account shall be invested and reinvested by the Trustee at the Written Direction of the Issuer to the fullest extent practicable in Qualified Investments specified in such Written Direction which mature or are payable not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Accounts and may take the form of a Debt Service Fund Agreement. To the extent moneys held in the Debt Service Account are invested in a Debt Service Fund Agreement, the Issuer covenants and agrees that it will not consent or agree to or permit any assignment of, rescission of or amendment to or otherwise take any action under or in connection with such Debt Service Fund Agreement without the written consent of the Trustee and the delivery to the Trustee of a Rating Confirmation with respect to such amendment. Moneys held in the Revenue Fund and the Project Fund may be invested and reinvested by the Trustee at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. Moneys in the Operating Fund (other than moneys in the Operating Fund held with respect to Rebate Payments) may be invested at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction which mature within twelve months or which provide funds as needed; moneys held in the Operating Fund with respect to Rebate Payments shall be invested at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction at fair market value; and moneys in the General Reserve Fund and the Energy Remarketing Reserve Fund may be invested at the Written Direction of the Issuer in Qualified Investments specified in such Written Direction; in any case the Qualified Investments in such Funds or in the Accounts therein shall mature not later than such times as shall be necessary to provide moneys when needed to provide payments from such Funds or Accounts. The Trustee shall only be required to make investments of moneys held by it in the Funds and Accounts established under the Indenture in accordance with Written Directions received by the Trustee from any Authorized Officer of the Issuer and may rely on such investment directions without verifying the suitability or legality of such investment and any deposit or investment directed by the Issuer shall constitute a certification by the Issuer that the assets so deposited or to be purchased pursuant to such directions are Qualified Investments. In making any investment in any Qualified Investments with moneys in any Fund or Account established under the Indenture, the Issuer may give Written Direction to the Trustee to combine such moneys with moneys in any other Fund or Account, but solely for purposes of making such investment in such Qualified Investments.

The Trustee shall only be required to make investments of moneys held by it in the Funds and Accounts established under the Indenture in accordance with Written Directions received by the Trustee from any Authorized Officer of the Issuer. The Trustee shall be entitled to rely in good faith on any Written Direction of the Issuer as to the suitability and legality of the directed investment and any deposit or investment directed by the Issuer shall constitute a certification by the Issuer that the assets so deposited or to be purchased pursuant to such directions are Qualified Investments. In making any investment in any Qualified Investments with moneys in any Fund or Account established under the Indenture, the Issuer may give Written Direction to the Trustee to combine such moneys with moneys in any other Fund or Account, but solely for purposes of making such investment in such Qualified Investments.

Interest earned on any moneys or investments in the Funds and Accounts established under the Indenture shall be paid into the Revenue Fund, other than interest earned on any moneys or investments in (i) the Redemption Account in the Debt Service Fund, (ii) the Operating Fund relating to Rebate Payments, (iii) the Energy Remarketing Reserve Fund, and (iv) the Administrative Fee Fund. Such interest shall be held in such respective Fund or Account for the purposes thereof. If no written investment directions have been delivered to the Trustee for any Fund or Account, moneys shall be held there uninvested by the Trustee.

Nothing in the Indenture shall prevent any Qualified Investments acquired as investments of or security for Funds held under the Indenture from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Nothing in the Indenture shall preclude the Trustee from investing or reinvesting moneys that it holds in the Funds and Accounts established pursuant to the Indenture through its bond department; provided, however, that the Issuer may, in its discretion, give a Written Direction to the Trustee that such moneys be invested or reinvested in a manner other than through such bond department.

To the extent any Qualified Investment is insured, guaranteed or otherwise supported by any secondary facility, the Trustee shall make a claim under such facility at such time as shall be required to receive payment thereunder not later than the date required to make any necessary deposit pursuant to the Indenture.

(Section 6.03)

VALUATION AND SALE OF INVESTMENTS

Obligations purchased as an investment of moneys in any Fund created under the provisions of the Indenture shall be deemed at all times to be a part of such Fund and any profit realized from the liquidation of such investment shall be credited to such Fund, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund.

In computing the amount in any Fund created under the provisions of the Indenture for any purpose provided in the Indenture, obligations purchased as an investment of moneys therein shall be valued at the lower of market value or the amortized cost thereof. The accrued interest paid in connection with the purchase of any obligation shall be included in the value thereof until interest on such obligation is paid. Such computation shall be determined at the Written Direction of the Issuer to the Trustee as of each Principal Installment payment date and at such other times as the Issuer shall reasonably determine. Guaranteed investment contracts or similar agreements shall be valued at their face value to the extent that they provide for withdrawals without market adjustment or penalty when they are required to provide payment pursuant to the Indenture.

Except as otherwise provided in the Indenture, the Trustee shall use reasonable efforts to sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be requested to do so by a Written Request of the Issuer. Whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund held by the Trustee or the Issuer, the Issuer or the Trustee at the Written Direction of the Issuer shall use reasonable efforts to sell at the best price obtainable or present for redemption such obligation or obligations designated by an Authorized Officer in a Written Direction of the Issuer to the Trustee as necessary to provide sufficient moneys for such payment or transfer. The Issuer acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the Issuer the right to receive from the Trustee brokerage confirmations of security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall not be required to provide any brokerage information.

The Trustee shall not be liable or responsible for any loss, fee, tax or other charge resulting from any such investment, sale or presentation for redemption made in the manner provided in the Indenture. In the event of any such loss, fee, tax or other charge, the Issuer shall pay such amount to the Trustee to be credited as part of the monies originally invested.

(Section 6.04)

POWER TO ISSUE BONDS AND PLEDGE THE TRUST ESTATE

The Issuer is duly authorized under all applicable laws to create and issue the Bonds and to execute and deliver the Indenture and to pledge the Trust Estate, in the manner and to the extent provided in the Indenture. Except to the extent otherwise provided in or contemplated by the Indenture, the Trust Estate will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the security interest, the pledge and assignment created by the Indenture, and all action on the part of the Issuer to that end has been and will be duly and validly taken. The Bonds and the provisions of the Indenture are and will be the valid and legally enforceable limited obligations of the Issuer in accordance with their terms and the terms of the Indenture. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other moneys, securities and funds pledged under the Indenture and all the rights of the Bondholders under the Indenture against all claims and demands of all Persons whomsoever.

(Section 7.05)

POWER TO FIX AND COLLECT FEES AND CHARGES FOR THE SALE OF ENERGY

The Issuer has, and, to the extent permitted by law, will have as long as any Bonds are Outstanding, good right and lawful power to fix, establish, maintain and collect fees and charges for the sale of Energy or otherwise with respect to the Clean Energy Project, subject to the terms of the Power Supply Contract.

(Section 7.06)

CREATION OF LIENS

Except as expressly permitted under the terms of the Indenture, for so long as any Bonds are Outstanding, the Issuer shall not, without a Rating Confirmation, issue any bonds, notes, debentures or other evidences of indebtedness of similar nature payable from or secured by a pledge and assignment of the Trust Estate, other than the Bonds and bonds, notes, debentures or other evidences of indebtedness issued to refund Outstanding Bonds, or otherwise incur obligations other than those contemplated by the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the CCCFA Custodial Agreement, the Commodity Swap, the Interest Rate Swap and any documents or agreements relating to any of the foregoing (including, but not limited to, obligations under Qualified Investments), payable out of or secured by a pledge or assignment of, or lien on, the Trust Estate; and, except as expressly permitted under the terms of the Indenture, shall not, without a Rating Confirmation, create or cause to be created any lien or charge on the Trust Estate except as provided in or contemplated by the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the CCCFA Custodial Agreement, the Commodity Swap, the Interest Rate Swap and any documents or agreements relating to any of the foregoing (including, but not limited to, obligations under Qualified Investments); provided, however, that nothing contained in the Indenture shall prevent the Issuer from entering into or issuing, if and to the extent permitted by law (A) evidences of indebtedness (1) payable out of moneys in the Project Fund as part of the Cost of Acquisition or (2) payable out of or secured by a pledge and assignment of the Trust Estate or any part thereof to be derived on and after such date as the pledge of the Trust Estate provided in the Indenture shall be discharged and satisfied as provided in the Indenture, or (B) Commodity Swap and Interest Rate Swap upon the terms and conditions set forth in the Indenture.

(Section 7.07)

AMENDMENTS TO POWER SUPPLY CONTRACT

The Issuer will not consent or agree to or permit any termination or rescission of, assignment or novation (in whole or in part) by a Project Participant of, or amendment to or otherwise take any action under or in connection with any Power Supply Contract that will impair the ability of the Issuer to collect Revenues in each Fiscal Year which, together with the other amounts available therefor, shall provide an amount sufficient to pay:

(a) The amount estimated by the Issuer to be required to be paid during such Fiscal Year into the Operating Fund;

(b) The amounts, if any, required to be paid during such Fiscal Year into the Debt Service Fund other than any such amounts which the Issuer anticipates shall be transferred from other Funds or Accounts;

(c) The amounts, if any, to be paid during such Fiscal Year into any other Fund established under the Indenture; and

(d) All other charges or liens whatsoever payable out of Revenues during such Fiscal Year;

provided that:

(i) the Issuer may take any other action under or in connection with the Power Supply Contract that is expressly permitted pursuant to the provisions thereof;

(ii) the Issuer and the Project Participant may amend the Power Supply Contract to change any Delivery Point (as defined and provided therein);

(iii) the Power Supply Contract may be amended upon receipt of (A) a Rating Confirmation with respect to such amendment, and (B) to the extent such amendment would have a material adverse effect (including, but not limited to, a change in the timing of payments, the source of such payments, or the Issuer's rights of collection thereof) upon the Receivables Purchase Provisions or the Commodity Swap, the consent of the Energy Supplier or the Commodity Swap Counterparty, respectively, such consent not to be unreasonably withheld or delayed;

(iv) the Issuer may agree to an assignment or novation of all or a portion of a Project Participant's rights and obligations under the Power Supply Contract upon (A) compliance with the restrictions on assignment set forth in the Power Supply Contract, and (B) receipt of a Rating Confirmation with respect to such assignment or novation; and

(v) the Power Supply Contract may also be amended in connection with a remediation pursuant to the Prepaid Energy Sales Agreement.

(Section 7.10)

POWER SUPPLY CONTRACT; ENERGY REMARKETING

(a) The Issuer shall cause all Revenues payable by the Project Participant under the Power Supply Contract to be payable directly to the Trustee for deposit into the Revenue Fund or custodial accounts established pursuant to the provisions of the Indenture. The Issuer shall enforce the provisions of the Power Supply Contract, as well as any other contract or contracts entered into relating to the Clean Energy Project, and duly perform its covenants and agreements thereunder.

(b) In the event that the Project Participant fails to pay when due any amounts owed to the Issuer under the Power Supply Contract, the Issuer shall:

(i) promptly exercise its right to suspend all Energy deliveries to the Project Participant; and

(ii) promptly give notice to the Energy Supplier to follow the provisions set forth in the Remarketing Exhibit to the Prepaid Energy Sales Agreement for each Month of such suspension with respect to the quantities of Energy for which deliveries have been suspended.

(c) In the event that the Project Participant delivers a Remarketing Termination Notice (as defined in the Power Supply Contract) in respect of any Reset Period, then the Issuer will promptly give notice to the Energy Supplier to follow the provisions set forth in the Remarketing Provisions for each month of such Reset Period with respect to any quantities of Energy that would otherwise have been delivered to the Project Participant.

(d) As of the date of the Indenture, the Power Supply Contract with the Project Participant set forth on Schedule I attached to the Indenture shall be the only Power Supply Contract until such time, if any, that an assignment or novation occurs in accordance with the requirements set forth above. Without prejudice to the rights of the Energy Supplier to remarket Energy under the Prepaid Energy Sales Agreement or to an assignment or novation of the Power Supply Contract in compliance with the provisions of the Indenture described under this section entitled "Power Supply Contract; Energy Remarketing," the Issuer may sell the quantities of Energy to be delivered under the Prepaid Energy Sales Agreement only pursuant to the Power Supply Contract. A copy of the Power Supply Contract and any amendment to the Power Supply Contract, certified by an Authorized Officer, shall be filed with the Trustee.

(Section 7.11)

PREPAID ENERGY SALES AGREEMENT; ENERGY SUPPLIER DOCUMENTS

(a) The Issuer shall enforce the provisions of the Prepaid Energy Sales Agreement and duly perform its covenants and agreements thereunder.

(b) The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of the Energy Supplier under the Prepaid Energy Sales Agreement. The Issuer shall provide the Trustee with Written Notice of the Early Termination Payment Date (i) on the date on which a Failed Remarketing occurs, and (ii) in all other cases, not more than five (5) Business Days after such date is determined.

(c) The Issuer will not consent or agree to or permit any assignment of, rescission of or amendment to or otherwise take any action under or in connection with the Prepaid Energy Sales Agreement

which will in any manner materially impair or materially adversely affect the rights of the Issuer thereunder or the rights or security of the Bondholders under the Indenture; *provided* that the Prepaid Energy Sales Agreement may be assigned or amended without Bondholder consent upon receipt of a Rating Confirmation with respect to such assignment or amendment. The Prepaid Energy Sales Agreement may also be amended in connection with a remediation pursuant to the Prepaid Energy Sales Agreement. Copies of the Prepaid Energy Sales Agreement and any amendments thereto, certified by an Authorized Officer, shall be filed with the Trustee.

(d) The Issuer has the right, pursuant to the Energy Supplier LLCA to appoint a director (the "Issuer-Appointed Director") to the board of directors of the Energy Supplier. In any vote that comes before the board of directors of the Energy Supplier regarding the Energy Supplier Documents, the Issuer shall instruct the Issuer-Appointed Director to exercise its voting rights in favor of the Energy Supplier (i) observing and performing its obligations under the Prepaid Energy Sales Agreement and (ii) enforcing the provisions of the other Energy Supplier Documents and (iii) not permitting any assignment of, rescission of or amendment to or waiver of the Energy Supplier Documents which will in any manner materially impair or materially adversely affect the rights of the Issuer thereunder or the rights or security of the Bondholders under the Indenture.

(Section 7.12)

COMMODITY SWAP

The Issuer shall cause all Commodity Swap Receipts and any other amounts payable to the Issuer pursuant to the Commodity Swap to be collected and paid directly to the Trustee for deposit into the Revenue Fund. The Issuer shall enforce the provisions of the Commodity Swap and duly perform its covenants and agreements thereunder. The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of the Commodity Swap Counterparty under the Commodity Swap. The Issuer will not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with the Commodity Swap that will impair the ability of the Issuer to comply during the current or any future year with the provisions of the Indenture. The Issuer shall only exercise its right to terminate the Commodity Swap in compliance with the Indenture. A copy of the Commodity Swap certified by an Authorized Officer shall be filed with the Trustee, and a copy of any amendment to the Commodity Swap, certified by an Authorized Officer, shall be filed with the Trustee.

(Section 7.14)

INTEREST RATE SWAP

The Issuer shall cause all Interest Rate Swap Receipts or other amounts payable to the Issuer pursuant to the Interest Rate Swap to be collected and paid to the Trustee for deposit into the Debt Service Account. The Issuer shall enforce the provisions of the Interest Rate Swap and duly perform its covenants and agreements thereunder. The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of the Interest Rate Swap Counterparty under the Interest Rate Swap. The Issuer will not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with the Interest Rate Swap that will impair the ability of the Issuer to comply during the current or any future year with the provisions of the Indenture. The Issuer shall only exercise its right to terminate the Interest Rate Swap in compliance with the Indenture. A copy of the Interest Rate Swap certified by an Authorized Officer shall be filed with the Trustee, and a copy of any amendment to the Interest Rate Swap, certified by an Authorized Officer, shall be filed with the Trustee.

(Section 7.15)

TAX COVENANTS

(a) The Issuer covenants in the Indenture that it shall not take any action, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any of the Bonds under Section 103 of the Internal Revenue Code and the applicable Treasury Regulations promulgated thereunder or, as applicable, would adversely affect the Subsidy Payments or receipt thereof by the Issuer or the Trustee. Without limiting the generality of the foregoing, the Issuer covenants that it will (i) comply with the instructions and requirements of the Tax Agreement and (ii) exercise commercially reasonable efforts to cause the Bonds to be redeemed (A) in such amount as may be necessary to maintain the exclusion from federal gross income of interest on the Bonds and (B) in whole in the event that interest on the Bonds becomes includible in federal gross income. The Issuer further agrees to follow any directions provided by Special Tax Counsel with respect to any such redemption. Such covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the Issuer is of the opinion that for purposes of the provisions of the Indenture described in this section entitled "Tax Covenants" it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee under the Indenture, the Issuer shall so instruct the Trustee in writing as to the specific actions to be taken, and the Trustee shall take such action as specified in such instructions.

(c) Notwithstanding any other provisions of the Indenture described in this section entitled "Tax Covenants," if the Issuer shall provide to the Trustee an Opinion of Special Tax Counsel that any specified action required under the provisions of the Indenture described in this section entitled "Tax Covenants" is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds or the qualification of the Issuer to receive Subsidy Payments with respect to the applicable Series of Bonds, the Issuer and the Trustee may conclusively rely on such opinion in complying with the requirements of the provisions of the Indenture described in this section entitled "Tax Covenants" and of the Tax Agreement, and the covenants under the Indenture shall be deemed to be modified to that extent.

(d) Notwithstanding any other provision of the Indenture to the contrary, upon the Issuer's failure to observe or refusal to comply with the above covenants, the Holders of the Bonds, or the Trustee acting on their behalf pursuant to their written request and direction, shall be entitled to the rights and remedies provided to Bondholders under the Indenture based upon the Issuer's failure to observe, or refusal to comply with, the above covenants. In connection with any action taken by it under the provisions of the Indenture described in this section entitled "Tax Covenants," the Trustee shall have the benefit of all of the protective provisions set forth in the Indenture.

(Section 7.18)

EXTENDED FINAL MATURITY DATE

Unless the Issuer (a) redeems the Bonds before their Final Maturity Date pursuant to the Indenture or (b) reasonably concludes that an Acceleration Event or an Energy Delivery Termination Event will occur under the Prepaid Energy Sales Agreement on or before the Final Maturity Date, the Issuer will use its commercially reasonable efforts to (i) either exercise its rights under the Indenture to cause a mandatory tender of the Bonds to occur before the Final Maturity Date or exercise its rights under the Indenture to

extend the Final Maturity Date of the Bonds, and (ii) either commence a new Term Rate Period or convert the Bonds to a different Interest Rate Period. The Issuer acknowledges and agrees that its obligations under this section entitled "Extended Final Maturity Date" shall continue in effect until such time as the Final Maturity Date of the Bonds has been extended to the date that corresponds to the end of the Delivery Period under the Prepaid Energy Sales Agreement (i.e., the first day of the second Month following the end of such Delivery Period).

(Section 7.24)

EVENTS OF DEFAULT

Any one or more of the following shall constitute an "Event of Default" under the Indenture:

(a) default shall be made in the due and punctual payment of the principal or Redemption Price or Purchase Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or tender, or otherwise;

(b) default shall be made in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment therefor (except when such Sinking Fund Installment is due on the maturity date of such Bond), when and as such interest installment or Sinking Fund Installment shall become due and payable;

(c) default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, and such default shall continue for a period of 60 days or, if such default cannot reasonably be remedied within such 60 day period, such longer period so long as diligent efforts are being made to remedy such default, after written notice thereof specifying such default and requiring that it shall have been remedied and stating that such notice is a "Notice of Default" under the Indenture is given to the Issuer by the Trustee or to the Issuer and to the Trustee by the Holders of not less than 10% in principal amount of the Bonds Outstanding;

(d) default shall be made in the due and punctual payment of any Commodity Swap Payment or Interest Rate Swap Payment when and as the same shall become due and payable;

(e) the Issuer shall commence a voluntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (*provided, however*, that such event shall not constitute an Event of Default under the Indenture unless in addition, (i) the Issuer is unable to meet its debts with respect to the Clean Energy Project as such debts mature or (ii) any plan of adjustment or other action in such proceeding would affect in any way the Revenues or the Clean Energy Project), or shall authorize, apply for or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Clean Energy Project, or any part thereof, and/or the rents, fees, charges or other revenues therefrom, or shall make any general assignment for the benefit of creditors, or shall make a written declaration or admission to the effect that it is unable to meet its debts with respect to the Clean Energy Project as such debts mature, or shall authorize or take any action in furtherance of any of the foregoing;

(f) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Issuer in an involuntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (*provided, however*, that such event shall not constitute an Event of Default under the Indenture unless in addition, (i) the Issuer is unable to meet its debts with respect to the Clean Energy Project as such debts mature or (ii) any plan of adjustment or other action in such proceeding would affect in any way the Revenues or the Clean Energy Project), or a decree or order

appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Clean Energy Project, or any part thereof, and/or the rents, fees, charges or other revenues therefor, or a decree or order for the dissolution, liquidation or winding up of the Issuer and its affairs or a decree or order finding or determining that the Issuer is unable to meet its debts with respect to the Clean Energy Project as such debts mature, and any such decree or order shall remain unstayed and in effect for a period of 90 consecutive days; and

(g) there shall occur any other Event of Default specified in a Supplemental Indenture.

(Section 8.01)

ENFORCEMENT OF AGREEMENTS; APPLICATION OF MONEYS AFTER DEFAULT

(a) The Issuer covenants that, if an Event of Default shall have occurred and be continuing, it shall upon the demand of the Trustee (i) take such additional actions on its part as shall be necessary to cause the Project Participant to make payments of all amounts due under the Power Supply Contract to the Trustee, (ii) take such additional actions on its part as shall be necessary to cause the Commodity Swap Counterparty to make payment of all amounts due under the Commodity Swap directly to the Trustee, (iii) take such additional actions on its part as shall be necessary to cause the Interest Rate Swap Counterparty to make payment of all amounts due under the Interest Rate Swap directly to the Trustee, (iv) execute and deliver such additional instruments that may be necessary to establish or confirm its pledge and assignment to the Trustee of its rights and remedies afforded the Issuer under the Power Supply Contract, and (v) pay over or cause to be paid over to the Trustee any Revenues which have not been paid directly to the Trustee as promptly as practicable after receipt thereof. In addition, to secure its obligations under the Indenture, the Issuer irrevocably pledges and collaterally assigns to the Trustee the Issuer's rights to issue notices (including notices to direct the remarketing of Energy) and to take any other actions that the Issuer is required or permitted to take under the Prepaid Energy Sales Agreement, the Power Supply Contract, the Commodity Swap and the Interest Rate Swap, and, while an Event of Default has occurred and is continuing under the Indenture, the Trustee is authorized and directed, and shall have the authority, to take any such actions as it deems necessary under the Prepaid Energy Sales Agreement, the Power Supply Contract, the Commodity Swap and the Interest Rate Swap. Notwithstanding this authorization, the Issuer shall retain, in the absence of any conflicting action by the Trustee while an Event of Default has occurred and is continuing, the right and obligation to exercise any rights which it has pledged and collaterally assigned to the Trustee in accordance with the foregoing; provided, however, if an Event of Default has occurred and is continuing, the Trustee shall have the right to notify the Issuer to cease exercising such rights and, upon receipt of such notice with a copy provided to the Energy Supplier under the Prepaid Energy Sales Agreement, the Project Participant under the Power Supply Contract, and the Commodity Swap Counterparty under the Commodity Swap, subject to the rights of the Energy Supplier with respect to the Power Supply Contract as set forth in the Receivables Purchase Provisions, the Trustee shall have exclusive authority to exercise such rights until such time as the Event of Default has been cured pursuant to the terms of the Indenture or the Trustee issues a subsequent notice otherwise. For the avoidance of doubt, the Prepaid Energy Sales Agreement, the Power Supply Contract and the Commodity Swap may be amended at any time for changes in Delivery Points as provided therein, without the consent of the Bondholders, any parties other than those to the relevant agreement, and without the provision of opinions or other process under the Indenture.

(b) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Revenues received by the Trustee pursuant to any right given or action taken under the provisions of Article VIII of the Indenture in accordance with Article V of the Indenture, after the payment of the fees, charges, expenses and liabilities of the Fiduciaries (including court costs and the fees and expenses of the Fiduciaries' counsel) payable to or incurred by the Fiduciaries in connection with the

performance of their duties and the exercise of their rights under the Indenture, provided that (1) moneys held in the Debt Service Account shall not be used for purposes other than payment of the interest and principal or Redemption Price then due on the Bonds and the payment of Interest Rate Swap Payments then due under the Interest Rate Swap, (2) moneys in the Commodity Swap Payment Fund shall be used first to pay any Commodity Swap Payments then due, (3) moneys held in the General Reserve Fund shall not be used other than for the payment of the items specified under the Indenture, and (4) moneys held in the Administrative Fee Fund shall not be used other than as specified in the Indenture.

(c) If and whenever all overdue installments of interest on all Bonds, together with the reasonable charges, expenses and liabilities of the Fiduciaries, and all other sums payable or secured by the Issuer under the Indenture, including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the Issuer, or provisions satisfactory to the Trustee shall be made for such payment, and all defaults under the Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Issuer all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of the Indenture, particularly the terms of the Indenture described under "Establishment of Funds and Accounts" above, to be deposited or pledged, with the Trustee), and thereupon the Issuer and the Trustee shall be restored, respectively, to their former positions and rights under the Indenture. No such payment over to the Issuer by the Trustee nor restoration of the Issuer and the Trustee to their former positions and rights shall extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

(Section 8.03)

APPOINTMENT OF RECEIVER

The Trustee shall have the right, upon the happening of an Event of Default, to apply in an appropriate proceeding for the appointment of a receiver of the Clean Energy Project.

(Section 8.04)

PROCEEDINGS BROUGHT BY TRUSTEE

(a) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than a majority in principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Holders of the Bonds under the Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant contained in the Indenture, or in aid of the execution of any power granted pursuant to the Indenture, or for an accounting against the Issuer as if the Issuer were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under the Indenture.

(b) All rights of action under the Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

(c) The Holders of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall

have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Bondholders not parties to such direction.

(d) Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under the Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in the Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(e) Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority in principal amount of the Bonds then Outstanding and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

(Section 8.05)

RESTRICTION ON BONDHOLDERS' ACTION

(a) No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Indenture or the execution of any trust under the Indenture or for any remedy under the Indenture, unless such Holder (i) shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in the Indenture, and the Holders of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, (ii) shall have offered it reasonable opportunity, either to exercise the powers granted in the Indenture or by the laws of the State or to institute such action, suit or proceeding in its own name, and (iii) shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by the Indenture, or to enforce any right under the Indenture, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the Indenture shall be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of all Holders of the Outstanding Bonds, subject only to the provisions of the Indenture.

(b) Nothing in the Indenture or in the Bonds shall affect or impair the obligation of the Issuer, which is absolute and unconditional, to pay only from the Trust Estate, in accordance with the terms of the Indenture, at the respective dates of maturity and places therein expressed the principal of (and premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of its Bond.

(Section 8.06)

REMEDIES NOT EXCLUSIVE

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be

cumulative and shall be in addition to every other remedy given under the Indenture or existing at law or in equity or by statute on or after the date of execution and delivery of the Indenture.

(Section 8.07)

EFFECT OF WAIVER AND OTHER CIRCUMSTANCES

(a) No delay or omission of the Trustee or any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by the Indenture to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

(b) Prior to the declaration of maturity of the Bonds as provided in the Indenture, the Holders of not less than a majority in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under the Indenture and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

(Section 8.08)

NOTICE OF DEFAULT

The Trustee shall promptly mail written notice of the occurrence of any Event of Default to each registered owner of Bonds then Outstanding at its address, if any, appearing upon the registry books of the Issuer.

(Section 8.09)

SUPPLEMENTAL INDENTURES NOT REQUIRING CONSENT OF BONDHOLDERS

The Issuer and the Trustee may from time to time, subject to the conditions and restrictions contained in the Indenture, enter into a Supplemental Indenture or Indentures, in form satisfactory to the Trustee, which shall thereafter form a part of the Indenture, without the consent of the Bondholders for any one or more of the following purposes:

(i) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Indenture;

(ii) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not contrary to or inconsistent with the Indenture as theretofore in effect;

(iii) To make any other modification or amendment of the Indenture which the Trustee shall in its sole discretion determine will not have a material adverse effect on the Bondholders or the Interest Rate Swap Counterparty; and in making such a determination, the Trustee shall be entitled to rely conclusively upon an Opinion of Counsel and/or certificates of investment bankers or other financial professionals or consultants;

(iv) To add to the covenants and agreements of the Issuer in the Indenture, other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(v) To add to the limitations and restrictions in the Indenture, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(vi) To authorize the issuance of Refunding Bonds;

(vii) To authorize, in compliance with all applicable law, Bonds to be issued in the form of coupon Bonds registrable as to principal only and, in connection therewith, specify and determine the matters and things relative to the issuance of such coupon Bonds, including provisions relating to the timing and manner of provision of any notice required to be given under the Indenture to the Holders of such coupon Bonds, which are not contrary to or inconsistent with the Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such coupon Bonds;

(viii) To provide for the execution of a Commodity Swap in accordance with the provisions of the Indenture;

(ix) To provide for a Liquidity Facility and Liquidity Facility Provider in accordance with the provisions of the Indenture;

(x) To confirm, as further assurance, any security interest, pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by, the Indenture of the Revenues or of any other moneys, securities or funds;

(xi) To add to the Events of Default in the Indenture additional Events of Default;

(xii) To add to the Indenture any provisions relating to the application of interest earnings on any Fund or Account under the Indenture required by law to preserve the exclusion of interest on Bonds issued from gross income for federal income tax purposes;

(xiii) To evidence the appointment of a successor Trustee; or

(xiv) If the Bonds affected by such change are rated by a Rating Agency, to make any change upon receipt of a Rating Confirmation with respect to the Bonds so affected.

Each Supplemental Indenture authorized by this section entitled "Supplemental Indentures not Requiring Consent of Bondholders" shall become effective as of the date of its execution and delivery by the Issuer and the Trustee or such later date as shall be specified in such Supplemental Indenture.

A Supplemental Indenture will be deemed to not materially adversely affect the Holders of any Bonds that are subject to mandatory tender on or before the effective date of the Supplemental Indenture.

(Section 10.01)

GENERAL PROVISIONS

(a) The Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of the Indenture relating to amendments. Nothing contained in the provisions of the Indenture relating to amendments shall affect or limit the right or obligation of the Issuer to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of the Indenture or the right or obligation of the Issuer to execute and deliver to any Fiduciary any instrument which elsewhere in the Indenture it is provided shall be delivered to said Fiduciary.

(b) Any Supplemental Indenture referred to and permitted or authorized by the Indenture may be entered into between the Issuer and the Trustee without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided under the Indenture. A copy of every Supplemental Indenture shall be accompanied by an Opinion of Counsel stating that such Supplemental Indenture is authorized or permitted by the Indenture, and is valid and binding upon the Issuer; provided, that such Opinion of Counsel may take customary exceptions, including as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, receivership, debt adjustment, moratorium, reorganization, arrangement, fraudulent conveyance or other similar laws relating to or affecting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion, limitations on legal remedies against public entities in the State, and the valid exercise of the sovereign police powers of the State and of the constitutional power of the United States of America and may state that no opinion is being rendered as to the availability of any particular remedy.

(c) The Trustee is authorized under the Indenture to enter into any Supplemental Indenture referred to and permitted or authorized by the Indenture and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an Opinion of Counsel that such Supplemental Indenture is authorized or permitted by the provisions of the Indenture.

(d) No Supplemental Indenture shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto; provided, however the provisions of the Indenture described under this section entitled "General Provisions" shall not affect the rights of the Holders or the Issuer to remove the Trustee as provided in the Indenture.

(e) Notwithstanding anything in the provisions of the Indenture relating to amendments to the contrary, no Supplemental Indenture (or other amendment to the Indenture) shall change or modify (i) the order of priority of deposits set forth in the Indenture, (ii) the priority of the application of funds following an Event of Default as set forth in the Indenture, (iii) the definition of Operating Expenses, (iv) any of the rights or interests of the Commodity Swap Counterparty, the Interest Rate Swap Counterparty (if any) or the Energy Supplier, as purchaser under the Receivables Purchase Provisions, granted in the Indenture or in the CCCFA Commodity Swap, the Interest Rate Swap or the Receivables Purchase Provisions, as the case may be, or (v) the provisions of the Indenture regarding the sale by the Trustee of Put Receivables (A) in each case unless the prior written consent of the Commodity Swap Counterparty has been obtained, and the Commodity Swap Counterparty shall have full right to enforce this provision, and (B) in the case of clause (iv) of this paragraph (e), unless the prior written consent of the Interest Rate Swap Counterparty and/or the Energy Supplier, as applicable, has been obtained.

(Section 10.03)

POWERS OF AMENDMENT

Any modification or amendment of the Indenture and of the rights and obligations of the Issuer and of the Holders of the Bonds thereunder may be made by a Supplemental Indenture, subject to the provisions of the Indenture, with the written consent given as provided in the Indenture of the Holders of not less than a majority in principal amount of Outstanding Bonds, and (b) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of not less than a majority in principal amount of Outstanding Bonds of the particular maturity entitled to such Sinking Fund Installment; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like maturity remain Outstanding (or have become subject to mandatory purchase) the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this section entitled "Powers of Amendment;" and provided further, however, that if such modification or amendment would adversely affect the Interest Rate Swap Counterparty, such modification or amendment shall be subject to the prior written consent of the Interest Rate Swap Counterparty. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of the provisions of the Indenture described in this paragraph, the Bonds shall be deemed to be affected by a modification or amendment of the Indenture if the same adversely affects or diminishes the rights of the Holders of Bonds in any material respect. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds would be materially affected by any modification or amendment of the Indenture and any such determination shall be binding and conclusive on the Issuer and all Holders of Bonds. For purposes of this section entitled "Powers of Amendment," the Holders of any Bonds may include the initial Holders thereof, regardless of whether such Bonds are being held for resale.

(Section 11.02)

DEFEASANCE

(a) If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated in the Bonds and in the Indenture and shall pay or cause to be paid all amounts due or to become due to the Interest Rate Swap Counterparty under the Interest Rate Swap, then the pledge of all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and be discharged and satisfied except for remaining rights of registration of transfer and exchange of Bonds; provided, however, that the Indenture shall not be discharged until (i) the Issuer shall have paid and satisfied all claims, charges and expenses that constitute Operating Expenses under the Indenture, (ii) the Trustee shall have received an Opinion of Counsel to the effect that all conditions precedent to the satisfaction and discharge of the Indenture have been fulfilled and (iii) receipt by the Trustee of a Rating Confirmation. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Issuer to be prepared and filed with the Issuer and, upon the request of the Issuer, shall execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Issuer all moneys or securities held by them pursuant to the Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds the principal or Redemption Price, if applicable, and interest due or to become due

thereon, at the times and in the manner stipulated therein and in the Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the Issuer to the Holders of such Bonds shall thereupon cease, terminate and be discharged and satisfied except for remaining rights of registration of transfer and exchange of Bonds.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the above paragraph (a). In addition, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the above paragraph (a) upon compliance with the provisions of the below paragraph (c).

(c) Subject to the provisions of the Indenture described in paragraph (d) below, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) above of under this section entitled "Defeasance" if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee irrevocable written instructions accepted in writing by the Trustee to mail as provided in Article IV notice of redemption of such Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Issuer or purchased or otherwise acquired by the Issuer and delivered to the Trustee as thereafter provided prior to the mailing of such notice of redemption) on said date, (ii) there shall have been deposited with the Trustee either moneys (including moneys withdrawn and deposited pursuant to the Indenture) in an amount which shall be sufficient, or Defeasance Securities (including any Defeasance Securities issued or held in book entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds (with such interest being calculated at the Maximum Rate with respect to any Bonds with interest rates that are not fixed to their redemption or maturity date, as applicable) on or prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Issuer shall have given the Trustee in form satisfactory to it irrevocable written instructions to mail, as soon as practicable, a notice to the Holders of such Bonds at their last addresses appearing upon the registry books at the close of business on the last Business Day of the month preceding the month for which notice is mailed that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the provisions of the Indenture described under this section entitled "Defeasance" and stating such maturity or redemption date upon which moneys are expected, subject to the provisions of paragraph (d) below of this section entitled "Defeasance," to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Issuer or purchased or otherwise acquired by the Issuer and delivered to the Trustee as provided in the Indenture prior to the mailing of the notice of redemption referred to in clause (i)). Any notice of redemption mailed pursuant to the preceding sentence with respect to Bonds which constitute less than all of the Outstanding Bonds of any maturity shall specify the letter and number or other distinguishing mark of each such Bond. The Trustee shall, as and to the extent necessary, apply moneys held by it pursuant to the provisions of the Indenture described under this section entitled "Defeasance" to the retirement of said Bonds in amounts equal to the unsatisfied balances (determined as provided in the Indenture) of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in the Indenture. The Trustee shall, if so directed by the Issuer (A) prior to the maturity date of Bonds deemed to have been paid in accordance with the provisions of the Indenture described under this section entitled "Defeasance" which are not to be redeemed prior to their maturity date or (B) prior to the mailing of the notice of redemption referred to in clause (i) above with respect to any Bonds deemed to have been paid in accordance with the

provisions of the Indenture described under this section entitled "Defeasance" which are to be redeemed on any date prior to their maturity, apply moneys deposited with the Trustee in respect of such Bonds and redeem or sell Defeasance Securities so deposited with the Trustee and apply the proceeds thereof to the purchase of such Bonds and, the Trustee shall immediately thereafter cancel all such Bonds so purchased; provided, however, that the moneys and Defeasance Securities remaining on deposit with the Trustee after the purchase and cancellation of such Bonds (or the deemed cancellation thereof) shall be sufficient to pay when due the Principal Installment or Redemption Price, if applicable, and interest due or to become due on all Bonds (calculated as described above), in respect of which such moneys and Defeasance Securities are being held by the Trustee on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (1) prior to the maturity date of Bonds deemed to have been paid in accordance with the provisions of the Indenture described under this section entitled "Defeasance" which are not to be redeemed prior to their maturity date or (2) prior to the mailing of the notice of redemption referred to in clause (i) with respect to any Bonds deemed to have been paid in accordance with the provisions of the Indenture described under this section entitled "Defeasance" which are to be redeemed on any date prior to their maturity, the Issuer shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date or redemption date, as the case may be, the Trustee shall immediately cancel all such Bonds so delivered; such delivery of Bonds to the Trustee shall be accompanied by written directions from the Issuer to the Trustee as to the manner in which such Bonds are to be applied against the obligation of the Trustee to pay or redeem Bonds deemed paid in accordance with the provisions of the Indenture described under this section entitled "Defeasance." The directions given by the Issuer to the Trustee referred to in the preceding sentences shall also specify the portion, if any, of such Bonds so purchased or delivered and cancelled or deemed cancelled to be applied against the obligation of the Trustee to pay Bonds deemed paid in accordance with the provisions of the Indenture described under this section entitled "Defeasance" upon their maturity date or dates and the portion, if any, of such Bonds so purchased or delivered and cancelled or deemed cancelled to be applied against the obligation of the Trustee to redeem Bonds deemed paid in accordance with the provisions of the Indenture described under this section entitled "Defeasance" on any date or dates prior to their maturity. In the event that on any date as a result of any purchases, acquisitions and cancellations or deemed cancellations of Bonds as provided in the provisions of the Indenture described under this section entitled "Defeasance" the total amount of moneys and Defeasance Securities remaining on deposit with the Trustee under the provisions of the Indenture described under this section entitled "Defeasance" is in excess of the total amount which would have been required to be deposited with the Trustee on such date in respect of the remaining Bonds in order to satisfy clause (ii) of this paragraph (c) of this section entitled "Defeasance," the Trustee shall, if requested by the Issuer, in writing pay the amount of such excess to the Issuer free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under the Indenture. Except as otherwise provided in paragraphs (c) and (d) of this section entitled "Defeasance," neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the provisions of the Indenture described under this section entitled "Defeasance" nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Trustee, (x) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Issuer as received by the Trustee, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Indenture, and (y) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Qualified Investments maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the Trustee, free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under the Indenture. Notwithstanding anything contained in the Indenture to the contrary, the Issuer shall pay and indemnify the

Trustee against any tax, fee or other charge imposed on or assessed against Defeasance Securities or the principal and interest received on Defeasance Securities.

(d) Anything in the Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for six years (or, if shorter, one Business Day before such moneys would escheat to the State under then applicable State law) after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, shall, at the Written Request of the Issuer, be repaid by the Fiduciary to the Issuer, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Issuer for the payment of such Bonds; provided, however, that before being required to make any such payment to the Issuer the Fiduciary shall, at the expense of the Issuer, cause to be published at least twice, at an interval of not less than seven days between publications, in the Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Issuer.

(Section 12.01)

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APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

[Closing Date]

This Continuing Disclosure Undertaking (the "*Agreement*") is executed and delivered by California Community Choice Financing Authority ("*CCCFA*") in connection with the issuance of its $[_____] Clean Energy Project Revenue Bonds Series 2026[_]-1 (Green Bonds) (Term Rate) and $[_____] Clean Energy Project Revenue Bonds Series 2026[_]-2 (Green Bonds) (SOFR Index Rate) (collectively, the "*Bonds*"). The Bonds are being issued pursuant to a Trust Indenture, dated as of [_____] 1, 2026 (the "*Indenture*"), between CCCFA and U.S. Bank Trust Company, National Association, as trustee.

In consideration of the issuance of the Bonds by CCCFA and the purchase of such Bonds by the beneficial owners thereof, CCCFA covenants and agrees as follows:

1. Purpose of This Agreement. This Agreement is executed and delivered by CCCFA as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule (as defined below). CCCFA represents that it will be the only "obligated person" within the meaning of the Rule with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after the issuance of the Bonds.

2. Definitions. (a) The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

"*Annual Financial Information*" means the financial information and operating data described in *Exhibit I*.

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"*Audited Financial Statements*" means collectively, the audited financial statements of CCCFA and the Project Participant, each prepared pursuant to the standards and as described in *Exhibit I*.

"*Commission*" means the Securities and Exchange Commission.

"*Dissemination Agent*" means any agent designated as such in writing by CCCFA and which has filed with CCCFA a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

"*Energy Supplier*" means Energy Prepay [__], LLC, a Delaware limited liability company and its successors and permitted assigns.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Final Official Statement*" means the Final Official Statement dated [_____], 2026, relating to the Bonds.

"*Financial Obligation*" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of an obligation or instrument described in clause (a) or (b) of this definition; provided however, the term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Ledger Event*" has the meaning assigned to such term in Exhibit C to the Prepaid Energy Sales Agreement.

"*Monthly Ledger Report*" means the copies of the ledgers maintained by the Energy Supplier pursuant to Exhibit C of the Prepaid Energy Sales Agreement and delivered each month to CCCFA pursuant to Section 9(b) of such Exhibit.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Non-Private Business Sales Ledger*" and "*Private Business Sales Ledger*" have the meanings assigned to such terms in Exhibit C to the Prepaid Energy Sales Agreement.

"*Participating Underwriter*" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"*Prepaid Energy Sales Agreement*" means the Prepaid Energy Sales Agreement dated as of [_____], 2026 between the Energy Supplier and CCCFA.

"*Project Participant*" means Silicon Valley Clean Energy Authority.

"*Reportable Event*" means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

"*Reportable Events Disclosure*" means dissemination of a notice of a Reportable Event as set forth in Section 5.

"*Rule*" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"*Undertaking*" means the obligations of CCCFA pursuant to Sections 4 and 5.

(b) Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are as follows:

MATURITY (_____ 1)	AMOUNT	CUSIP NUMBER

CCCFA will include the CUSIP Numbers (or applicable CUSIP Number) in all disclosure described in Sections 4 and 5 of this Agreement.

4. Annual Financial Information Disclosure. Subject to Section 9 of this Agreement, CCCFA hereby covenants that it will disseminate or cause to be disseminated on its behalf its Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, CCCFA will disseminate a statement to such effect as part of the Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Reportable Events Disclosure. Subject to Section 8 of this Agreement, CCCFA hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to "material" in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier

than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Indenture.

6. Consequences of Failure of CCCFA to Provide Information. CCCFA shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of CCCFA to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause CCCFA to comply with its obligations under this Agreement. The beneficial owners of 25% or more in principal amount of the Bonds outstanding may challenge the adequacy of the information provided under this Agreement and seek specific performance by court order to cause CCCFA to provide the information as required by this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Agreement in the event of any failure of CCCFA to comply with this Agreement shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Agreement, CCCFA by resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation pursuant to a "no-action" letter issued by the Commission, change in law, or change in the identity, nature, or status of CCCFA, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with CCCFA (such as the Trustee), or by approving vote of Bondholders pursuant to the terms of the Indenture at the time of the amendment.

In the event that the Commission, the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, CCCFA shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. Termination of Undertaking. The Undertaking of CCCFA shall be terminated hereunder if CCCFA no longer has any legal liability for any obligation on or relating to repayment of the Bonds under the Indenture. CCCFA shall give notice to EMMA in a timely manner if this Section is applicable.

9. Dissemination Agent. CCCFA may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent with or without appointing a successor Dissemination Agent.

10. Additional Information. Nothing in this Agreement shall be deemed to prevent CCCFA from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If CCCFA chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, CCCFA shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event. If the name of CCCFA is changed, CCCFA shall disseminate such information to EMMA.

11. Beneficiaries. This Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of CCCFA, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. Recordkeeping. CCCFA shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Assignment. CCCFA shall not transfer its obligations under the Indenture unless the transferee agrees to assume all obligations of CCCFA under this Agreement or to execute an Undertaking under the Rule.

14. Governing Law. This Agreement shall be governed by the laws of the State of California.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By _____
Its

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"*Annual Financial Information*" means financial information and operating data with respect to the Clean Energy Project, including:

(a) with respect to the Project Participant updated information under the headings "Customers – General," "Customers – Customer Opt-Out Rate and Customer Retention," "Service Rates – Current and Historical Rate Information," "Sources of Energy – Energy Purchases," "Financial Information – Results of Operations," "Financial Information – Assets, Liabilities, Deferred Inflows or Resources and Net Position" and "Financial Information – Other Liquidity Sources" set forth APPENDIX A to the Official Statement;

(b) the quantities of Energy from the Clean Energy Project sold by CCCFA, whether to the Project Participant or others; and

(c) such other information and data as CCCFA may deem necessary in order to comply with the requirements of the Rule.

"*Audited Financial Statements*" means the audited financial statements of CCCFA and the Project Participant, in each case for the most recent fiscal year (commencing with the fiscal year ended December 31, [2025] for CCCFA, and commencing with the fiscal year ended September 30, 2026 for the Project Participant), in each case prepared in accordance with generally accepted accounting principles as promulgated to comply with governmental entities from time to time (or such other accounting principles as may be applicable to CCCFA and the Project Participant, as the case may be, in the future pursuant to applicable law).

All or a portion of the Annual Financial Information and the Audited Financial Statements set forth above may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available on EMMA. The final official statement need not be available from the Commission. CCCFA shall clearly identify each such item of information included by reference.

Annual Financial Information with respect to the Project Participant will be submitted to EMMA by 200 days after end of the Project Participant's fiscal year, commencing with its fiscal year ending September 30, 2026.

Annual Financial Information with respect to CCCFA (*i.e.,* the information described in clauses (b) and (c) of the definition of Annual Financial Information) will be submitted to EMMA by 200 days after end of CCCFA's fiscal year, commencing with its Fiscal Year ending December 31, [2025].

Audited Financial Statements as described above should be filed at the same times as the Annual Financial Information for the Project Participant and CCCFA. If Audited Financial Statements are not available when such Annual Financial Information is filed, unaudited financial statements shall be included. Audited Financial Statements will be submitted to EMMA no later than 30 days after availability to CCCFA.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, CCCFA will disseminate a notice of such change as required by Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies

2. Non-payment related defaults, if material

3. Unscheduled draws on debt service reserves reflecting financial difficulties

4. Unscheduled draws on credit enhancements reflecting financial difficulties

5. Substitution of credit or liquidity providers, or their failure to perform

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security

7. Modifications to the rights of security holders, if material

8. Bond calls, if material, and tender offers

9. Defeasances

10. Release, substitution or sale of property securing repayment of the securities, if material

11. Rating changes

12. Bankruptcy, insolvency, receivership or similar event of CCCFA*

13. The consummation of a merger, consolidation, or acquisition involving CCCFA or the sale of all or substantially all of the assets of CCCFA, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

15. Incurrence of a Financial Obligation of CCCFA, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of CCCFA, any of which affect security holders, if material

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of CCCFA, any of which reflect financial difficulties

17. The receipt by CCCFA of a Monthly Ledger Report that includes a credit to any Non-Private Business Sales Ledger or any Private Business Sales Ledger that has not been reversed within twelve months of the date of such credit

18. The receipt by CCCFA of a Monthly Ledger Report that shows that a Ledger Event has occurred

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

[____], 2026

California Community Choice Financing Authority
San Rafael, California

Re: California Community Choice Financing Authority
Clean Energy Project Revenue Bonds, Series 2026[_] (Green Bonds) (Term Rate) and
Clean Energy Project Revenue Bonds, Series 2026[_]-2 (Green Bonds) (SOFR Index Rate)

Ladies and Gentlemen:

We have acted as bond counsel to California Community Choice Financing Authority (the "Issuer") in connection with the issuance of $[____] aggregate principal amount of California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2026[_]-1 (Green Bonds) (Term Rate) (the "Series 2026[_]-1 Bonds") and $[____] aggregate principal amount of California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2026[_]-2 (SOFR Index Rate) (the "Series 2026[_]-2 Bonds" and, together with the Series 2026[_]-1 Bonds, the "Bonds"), issued pursuant to a Trust Indenture, dated as of [____] 1, 2026 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Indenture provides that the Bonds are issued for the purpose of financing the Cost of Acquisition of the Clean Energy Project. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

The Issuer is authorized under the Joint Exercise of Powers Act (the "Act") constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended or supplemented from time to time, to issue the Bonds to finance the Cost of Acquisition of the Clean Energy Project.

In such connection, we have reviewed the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the Commodity Swaps, the Seller Swaps (as defined in the Prepaid Energy Sales Agreement), the Tax Agreement, opinions of counsel to the Issuer and the Trustee, certificates of the Issuer, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

We have examined such proceedings, documents, statutes and decisions, as we consider necessary as the basis for this opinion, including, *inter alia*, the Act and an executed and authenticated Bond. We assume that all other Bonds have been similarly executed and authenticated. We also assume that all documents, records, certifications and other instruments examined by us are genuine (including the signatures thereon), accurate and complete and we have not undertaken, by independent investigation, to verify the factual matters set forth in any such documents, records, certifications or other instruments.

The rights and obligations under the Bonds, the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the Commodity Swaps, the Seller Swaps, the Tax Agreement and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability

provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Our services did not include financial or other non-legal advice.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute the valid and binding limited obligations of the Issuer.

2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Issuer. The Indenture creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Trust Estate, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture, and a valid pledge of the Commodity Swap Payment Fund and the amounts and investments on deposit therein in favor of the Commodity Swap Counterparty.

3. Interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of the Issuer and continuing compliance by the Issuer with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the adjusted financial statement income of applicable corporations, as provided in the Code, for purposes of computing the alternative minimum tax imposed on such corporations. We express no opinion regarding other federal tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

4. Under existing laws as enacted and construed on the date of initial delivery of the Bonds, interest on the Bonds is exempt from State of California personal income taxes. We express no opinion regarding any other state or local tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds, including, but not limited to, whether the interest on the Bonds is exempt from taxation under the laws of any jurisdiction other than the State of California.

In rendering the opinion set forth in paragraph 3, we have assumed compliance with all covenants and agreements contained in the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contract, the Tax Agreement, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes.

Our engagement as bond counsel imposed no duty on us (a) to undertake any investigation as to either: (i) the adequacy of the security for the Bonds, (ii) the business or financial condition of the Issuer, and (iii) the veracity of any representations or certification made by the Issuer on which we have relied, or (b) to prepare, file or monitor the filing of continuation statements. We assume no obligation to file continuation statements under the Uniform Commercial Code of any jurisdiction, or to advise you to do so.

Our opinions represent our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and are not a guarantee of a result. This opinion letter is given solely for the benefit of the addressee and its successors and assigns. This opinion letter is not intended to be employed in any transaction other than the one described above and is being delivered to the addressee with the understanding that it may not be published, quoted, relied on or referred to by, and copies may not be delivered or made available to, in whole in or part, any other person or entity (other than the addressee's counsel or any applicable rating agency) or used for any other purpose without the express prior written consent of this firm in each instance.

We render this opinion as of the date hereof on the basis of federal law and the laws of the State of California as enacted and construed on the date hereof. We express no opinion as to any matter not set forth in the numbered

paragraphs herein, including, without limitation, the accuracy or completeness of the preliminary or final official statement or other documents prepared or statements made in connection with the offering and sale of the Bonds, and make no representation that we have independently verified the contents thereof.

Sincerely yours,

BARNES & THORNBURG LLP

APPENDIX F

FORM OF SECOND PARTY OPINION REGARDING GREEN BOND DESIGNATION

(Please see attached)

APPENDIX G

BOOK-ENTRY SYSTEM

The Depository Trust Company (*"DTC"*), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity of the Bonds exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such maturity.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (*"Direct Participants"*) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (*"DTCC"*). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (*"Indirect Participants"*). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (*"Beneficial Owner"*) is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested

by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership.

DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to CCCFA of securities as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts such Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and payments of principal and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from CCCFA or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, CCCFA or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of CCCFA or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to CCCFA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

CCCFA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates are required to be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that CCCFA believes to be reliable, but CCCFA takes no responsibility for the accuracy thereof.

APPENDIX H

REDEMPTION PRICE OF THE [SERIES 2026[_]-1] BONDS

The following table sets forth the Redemption Price of the Series 2026[_]-1 Bonds (being the Amortized Value of the Series 2026[_] Bonds, but excluding accrued interest), upon an extraordinary mandatory redemption following an early termination of the Prepaid Energy Sales Agreement, as of the redemption dates shown below during the Initial Interest Rate Period.

REDEMPTION DATE	REDEMPTION PRICE

APPENDIX I

SCHEDULE OF TERMINATION PAYMENTS

The Termination Payment for any Early Termination Payment Date will be the amount set forth below in the column corresponding to the month in which the Early Termination Date occurs. In the event that the Early Termination Date occurs on other than the last day of a month, the Early Termination Payment will be increased by an amount equal to the product of (a) the Monthly Projected Quantity for such Month, minus the quantity of Energy delivered in such Month prior to the effectiveness of such Early Termination Date, multiplied by (b) the result of (i) the applicable Fixed Price (as defined in the CCCFA Commodity Swap), minus (ii) the Specified Discount then in effect. The Early Termination Payment Date is the last Business Day of the Month following the Month of Early Termination.

MONTH OF EARLY TERMINATION	TERMINATION PAYMENT

APPENDIX J

[THE FUNDING RECIPIENT]

[To come]

Chapman Draft 10.19.26

APPENDIX A

THE PROJECT PARTICIPANT

SILICON VALLEY CLEAN ENERGY

General

Silicon Valley Clean Energy ("*SVCE*") is a joint powers authority organized and existing pursuant to the Joint Exercise of Powers Act (constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500), as amended or supplemented from time to time) (the "*Joint Powers Act*"), as a "community choice aggregator" ("*CCA*") as defined in Section 331.1 of the Public Utilities Code of the State of California, as amended (the "*Public Utilities Code*"). For a general description of CCAs in California, see the section "COMMUNITY CHOICE AGGREGATORS" in this Official Statement.

SVCE was created in 2016 under the name "Silicon Valley Clean Energy Authority" as a CCA in California pursuant to a Joint Powers Agreement, as amended, by and among the cities and towns participating in SVCE and named therein. SVCE began providing service to customers in 2017.

Originally created to serve communities in Santa Clara County, SVCE now serves 13 member communities. SVCE offers carbon-free power at stable rates, significantly reducing energy-related greenhouse emissions and enabling millions of dollars of reinvestment in local energy programs. SVCE's mission is to drive increasing access to clean energy, serving the needs of our customers and the well-being of our community by delivering positive environmental impacts and local economic benefits.

Formation and History of SVCE

General. SVCE was formed in March 2016 as a "joint powers authority" to provide electric power and related benefits within its service area, including developing a wide range of renewable energy sources and local clean energy programs. The formation of SVCE was made possible by the passage of California Assembly Bill 117 in 2002, enabling communities to purchase power on behalf of their residents and businesses and creating competition in the electric power market. Under California Public Utilities Commission designations, SVCE (like other CCAs) is a "load-serving entity" to the communities it serves and does not provide transmission, distribution or billing services. Transmission, distribution, and billing services are provided by Pacific Gas and Electric Company ("*PG&E*"). PG&E collects and remits SVCE's billings for electricity to SVCE on a daily basis.

Commencement of Service and Expansion. SVCE began serving customers in communities in Santa Clara County in 2017, with the exceptions of the City of Santa Clara and City of Palo Alto, each having its own municipal utility, and the City of San Jose, which established its own CCA. In December 2017, the Board of Directors accepted the City of Milpitas as a new

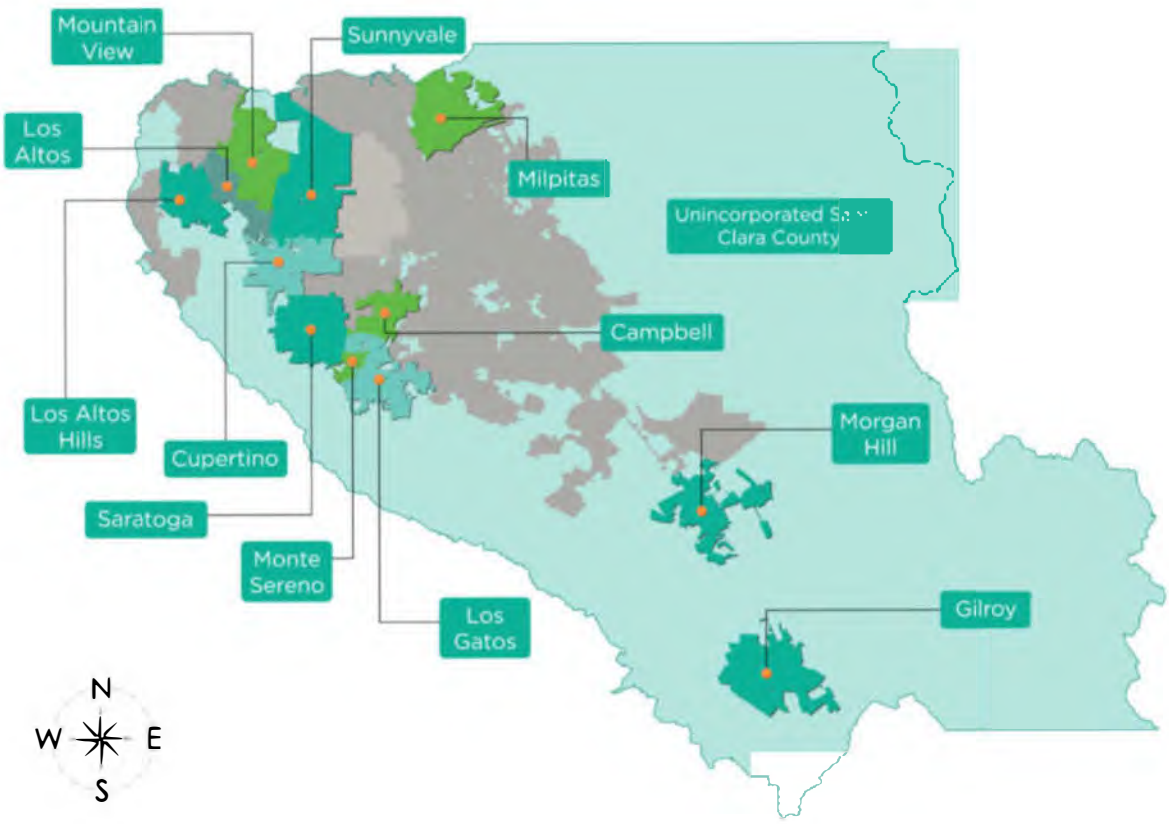
community member and began providing service to them in June 2018. As further described below, SVCE now serves 13 communities.

Service Area

Communities Served by SVCE. SVCE currently serves 13 jurisdictions in Santa Clara County, as follows:

City of Campbell	City of Cupertino	City of Gilroy
City of Los Altos	Town of Los Altos Hills	Town of Los Gatos
City of Milpitas	City of Monte Sereno	City of Morgan Hill
City of Mountain View	City of Saratoga	City of Sunnyvale
Unincorporated County of Santa Clara		

Service Area Map. The service area of SVCE is shown on the map below:



Governance and Management

Board of Directors. SVCE is governed by its Board of Directors. Each community that has elected to join SVCE appoints a representative to the Board of Directors. Members of the Board of Directors serve at the pleasure of their respective communities. Meetings of the full Board of Directors are scheduled every month. There is also an Executive Committee, a Finance and Administration Committee, an Audit Committee, and an Ad Hoc Regulatory and Legislative

Committee, with members appointed by the Board of Directors that review and report to the Board on various matters.

Management.

Monica Padilla, Chief Executive Officer. As the Chief Executive Officer of SVCE since April 1, 2024, Monica Padilla works with the elected Board to develop and implement strategies empowering the SVCE team and community to achieve SVCE's decarbonization goals and its mission of reducing fossil fuels and reinvesting in the community. Previously, Monica was the Chief Operating Officer and Director of Powers Resources at SVCE where she led the team responsible for planning and procurement. Since joining SVCE in 2018, Monica and her team helped negotiate and execute more than $3.6 billion in 20 long-term power purchase agreements for clean and renewable projects including solar-plus-storage, geothermal, wind, and long-duration storage resources. Monica also led the effort on behalf of SVCE and seven other CCAs to acquire long-duration storage to help with the integration of intermittent resources and in support of the California grid. Before joining SVCE, Monica worked for the City of Palo Alto Utilities for over 30 years where she was instrumental in developing and implementing Palo Alto's Carbon Neutral Plan in 2013, the first carbon-neutral policy adopted for a municipal utility in California. Monica also represented Palo Alto at several joint action agencies, including the Northern California Power Agency and the Transmission Agency of Northern California and oversaw the contract with Palo Alto's largest supplier – Western Area Power Administration. Monica holds a B.S. in Business from California State University East Bay.

Amrit Singh, Chief Financial Officer. As the Chief Financial Officer, Amrit oversees and leads the finance, information technology and human resources activities of SVCE. Amrit brings over two decades of experience in the California Energy Markets with extensive experience in managing risks of complex energy procurement portfolios as well as in energy regulation, rate design, and commodity portfolio management. Amrit's prior experiences include serving as Pacific Gas and Electric Company's Senior Director, Market and Credit Risk Management and Senior Director, Revenue Requirements and Rates. Amrit also worked at startup companies and provided strategic consulting in areas of risk management and utility operations. Amrit has an MBA from the University of California, Berkeley, and a BS in Managerial Economics from the University of California, Davis.

Kris Van Vactor, Director of Power Resources. As the Director of Power Resources, Kris leads a team responsible for planning and carrying out the various energy and capacity procurement, management, and reporting needs consistent with SVCE's aggressive greenhouse gas reduction policies, portfolio cost and risk management objectives and California's legislative and regulatory requirements. Kris joined SVCE in August 2022 on the Power Resources Team as SVCE's Wholesale Energy Markets Manager. Kris has over 20 years of experience serving in energy consulting, energy reporting and energy procurement roles for organizations throughout the Western United States. Kris holds a B.S. in Economics from the University of Oregon.

Maren Wenzel, Director of Regulatory, Policy and Planning. As the Director of Regulatory, Policy and Planning, Maren works to ensure the resources procured by SVCE meet the organization's greenhouse gas reduction goals as well as the reliability and policy objectives

of the state. Maren has worked on decarbonization and resource planning efforts for utilities across the US since 2015. Immediately prior to SVCE, she worked for PG&E where she focused on electricity system forecasting, including for the Integrated Resource Plan and SB100 Joint Agency efforts. She holds a B.A in International Relations from Mills College and an M.A in International Affairs, with a focus on Energy, Resources and the Environment, from the Johns Hopkins School of Advanced International Studies.

Scott Wrigglesworth, Director of Risk Management and Analytics. Scott serves as Director of Risk Management and Analytics after six years at Ascend Analytics. While with Ascend, Scott led the PowerSIMM team which delivered software models and consulting for risk management, procurement and resource planning to dozens of clients including seven California CCAs (including SVCE). Scott's expertise is in portfolio risk management and he takes an applied focus to the discipline placing emphasis on actionable reporting and clear communication. Prior to Ascend, Scott spent seventeen years at the Dayton Power & Light Company and AES Corporation where he led portfolio analytics for utility, retail and merchant generation portfolios. Scott teaches Energy Markets at the University of Dayton where he's been an adjunct professor for a decade. He earned his MBA from the University of Dayton and holds a bachelors in Global Economics from Cedarville University.

Justin Zagunis, Director of Customer Success. Justin leads the team tasked with delivering positive products, experiences and results to SVCE's customers. This includes the planning and design of programs to achieve SVCE's mission of deep decarbonization, across mobility, the built environment and grid integration and innovation. Justin directs the billing and accounts work that ensures accurate billing, clarity for customers, and strong relationships with key accounts. He also oversees SVCE's efforts to build awareness, trust and support across the broader customer base – both for SVCE and for taking action to decarbonize. Prior to SVCE, Justin worked at City of Palo Alto Utilities on demand side management program design, management and evaluation. Justin has a bachelor's degree in environmental engineering from California Polytechnic State University and a master's degree in civil and environmental engineering from Stanford University.

Zoe Elizabeth, Director of Decarbonization Policy and Community Strategies. Zoe serves as the head of the Department of Decarbonization Programs and Policy, where she collaborates with a dedicated team to strategize and create a comprehensive platform and assortment of initiatives aimed at advancing SVCE's mission of achieving substantial decarbonization. Her leadership is instrumental in the development, implementation, and assessment of cutting-edge programs and technologies within the spheres of mobility, urban infrastructure, and grid integration and innovation. Zoe supports all customer segments. She is the key contact for Silicon Valley Transportation Electrification Clearinghouse and the Community Energy Resilience Program. Zoe has over a decade of experience leading regional decarbonization and resilience initiatives. She served as Sustainability Manager for the County of Santa Clara, as Associate Director of the Los Angeles Regional Collaborative for Climate Action and Sustainability, and co-founded the California Center for Sustainable Communities at UCLA. Zoe has a Master's Degree in Urban Planning from UCLA where she focused on regional approached to climate action. She also earned a Leadership in Sustainability certificate from UCLA's Anderson School of Management.

Bena Chang, Director of Government and Legislative Affairs. Bena Chang serves as the Director of Government and Legislative Affairs, where she focuses on legislative initiatives and coalition building. Prior to her role at SVCE, Bena held the position of Intergovernmental Relations Director for the City of San Jose, one of the largest cities in the United States, where she advocated for a wide range of municipal policy issues at regional, state, and federal levels, encompassing topics such as homelessness, pandemic response, and clean energy. Additionally, Bena was the Senior Vice President of Transportation, Housing, and Health at the Silicon Valley Leadership Group, where she played a pivotal role in various projects and programs, including a successful 2008 Measure B campaign to secure operational funding for BART in Silicon Valley. Bena holds a degree in English with a minor in Astronomy from Wellesley College.

Nikolas Zanotto, Director of Operations. Nik has been with SVCE since 2017, currently Nik oversees the company's technology infrastructure, cybersecurity readiness, and office operations, ensuring secure, reliable systems and an efficient workplace. Nik leads IT strategy, manages cyber risks, and supports daily operational needs, and partners with teams across the organization to deliver scalable solutions that enhance productivity and business continuity.

Michael Callahan, General Counsel. Michael joined SVCE in 2024 where he oversees all legal matters to advance SVCE's ambitious decarbonization goals. Michael is passionate about enabling equitable solutions to the climate crisis and enjoys working across teams on complex and novel projects. Prior to joining SVCE, Michael represented California CCAs for nearly 10 years as a member of MCE's staff. In addition to driving statewide leadership on CCA energy policy, Michael got over $200 million in CPUC-funding approved for CCA customer programs, navigated PG&E's most recent bankruptcy, and successfully launched the California Community Choice Financing Authority – the joint power authority that we have used to successfully issue prepay bonds. Mike holds a J.D. from UC Law SF and a bachelor's degree from UC Davis.

Zakary Liske, Deputy Director of Power Resources. Zak joined SVCE in 2021. He oversees short-term portfolio planning, market operations and compliance within the Power Resources Department. He also leads and supports many special projects including implementation of Business Process Optimization systems, power prepays and C/I custom products including GreenPrime Direct contract management. Prior to joining SVCE, Zak was with the Northern California Power Agency. Zak holds a bachelor's degree in economics from University of California at Davis.

Pamela Leonard, Deputy Director of Marketing and Communications. Pamela leads the SVCE communications and program marketing efforts since SVCE's inception in 2017. This includes the initial development and ongoing efforts for essential public information including branding, messaging, media, and strategic communications for new SVCE initiatives. Pamela oversees a marketing and communications team, which works on various campaigns to achieve the SVCE mission through program enrollment, getting customers access to resources, elevating organizational visibility with various media outlets, and engaging communities directly through outreach, ensuring alignment with the SVCE mission and long-term goals. Pamela has a bachelor's degree in political science and theater, with a minor in global sustainability, from the University of California Irvine.

Customers

General. SVCE provides energy to more than 285,000 residential, commercial, and industrial accounts, serving over 700,000 residents and businesses in its service area. The current mix of SVCE's customer base is approximately 32% residential and 68% commercial/industrial by the percentage of load served and 34% residential and 66% commercial/industrial by the percentage of revenue. SVCE's 10 largest customers represent 23.5% of SVCE's overall load, and none of them individually represent more than 7.5% of the overall load.

Customer Energy Choices. SVCE offers two different energy service choices, called GreenStart and GreenPrime. In 2025, customers receiving GreenStart service were provided with a minimum of 47% renewable energy, sourced from a mix of wind, geothermal, solar, small hydro, and biomass/biowaste, with 53% coming from a combination of large hydroelectric and nuclear facilities. Customers electing to receive GreenPrime service are provided with 100% renewable energy from solar/wind sources. Customers on the GreenPrime Direct service receive a custom mix of supply sources.

Customer Enrollment. All customers are automatically enrolled in GreenStart and may change their product after enrollment. Approximately 99.12% of SVCE customers receive GreenStart service, with the remaining approximately 0.88% receiving GreenPrime service. Due to commercial enrollments, GreenPrime customers represent a slightly higher percentage in terms of load (4.74%).

New Customers. SVCE has fully subscribed the cities and unincorporated portions of Santa Clara County, with the exceptions of the cities of Santa Clara, San Jose, and Palo Alto, which are served by separate public power providers.

Customer Election to Opt-out of SVCE Service. Customers can opt-out of SVCE service and return to service from the incumbent bundled utility, PG&E, either initially upon the transition to SVCE or at any time after SVCE becomes the energy provider. For customers enrolled in the SVCE GreenStart program, there is no fee to opt out before their SVCE service starts or within 60 days after your SVCE service starts. After that time, there is a one-time administrative fee ($5 residential and $25 commercial). Customers that opt out and return to PG&E, will not have the option to return to SVCE for a full year and will be subject to PG&E's terms and conditions of service. SVCE has not experienced a single customer opt-out that had a significant financial impact on SVCE's revenues. Non-residential customers have an alternative path to electric service through the CA Direct Access (DA) program, which allows customers access to Electric Service Providers (ESPs) for their electricity supply. Customers may only pursue this path if 1) there is available capacity under the program and 2) the customer indicates interest and is selected in a randomized state-wide lottery. Currently there is not open capacity under the DA program.

Cumulative Opt-Out Rate and Customer Retention. Overall, opt-out rates have remained stable throughout the course of SVCE's service history. Opt-outs were at their lowest point in August of 2022 (3.55%). Currently, SVCE opt-outs account for 3.65% of the eligible customer base. On an ongoing basis, most opt-outs occur during the 120-day transition period to SVCE service.

Service Rates

General. Rates for SVCE energy service are determined by its Board of Directors and are not regulated by the CPUC. In addition to SVCE's charges for energy, customers' rates include amounts for transmission and distribution of electricity established by PG&E, as well as a "power charge indifference adjustment" ("*PCIA*") and other non-by-passable load charges imposed by the CPUC in order to compensate investor-owned utilities for investments in power generation and long-term power purchase contracts associated with the loss of customers to CCAs, which in each case are passed through on a customer's bill in the amounts established or imposed.

Determination of Rates for Energy. The rates SVCE charges for GreenStart and GreenPrime services are based on the current generation rate charged by PG&E and the current PCIA fee. All value propositions are priced inclusive of the 2017 PCIA vintage, which is the most common vintage for SVCE customers. GreenStart service is priced at 1% below the cost of PG&E, and GreenPrime is $.0074 per kilowatt-hour in addition to the GreenStart rate.

Current and Historical Rate Information. An SVCE customer's total cost of electric service is determined by SVCE's charges for energy and includes PG&E charges for transmission, distribution, and other non-by-passable charges. Additionally, SVCE's customers pay a PCIA which can vary annually based on several market factors including benchmarks for regional energy costs, resource adequacy, the year in which their community joined SVCE, and other considerations.

SVCE has priced its generation rate, inclusive of the 2017 PCIA, below PG&E's comparable generation rate since the organization's initial enrollments. The primary alternative to SVCE service is to opt-out of SVCE service and return to PG&E service where the customer would pay a generation rate, inclusive of the PCIA, higher than SVCE's rate. SVCE strives to maintain this value as a customer retention tool as just one part of its overall customer value proposition. Given the nature of an opt-out energy program, there are generally no assurances of customers continuing service – so SVCE has made sure to build up a comprehensive value proposition that touches on lifetime cost savings as well as other values (e.g. clean, local reinvestment, local control, programs).

California Renewable Portfolio Standards and Other Regulations

General. Community choice aggregators such as SVCE are "load-serving entities" ("*LSEs*") and as such are required to comply with California's Renewable Portfolio Standard, Resource Adequacy requirements and Power Source Disclosure requirements described below.

Renewable Portfolio Standard. California's Renewable Portfolio Standard ("*RPS*") requires LSEs to supply their retail sales with minimum quantities of eligible renewable energy. Senate Bill 100 directs all LSEs to procure 60% of their portfolios from RPS-eligible resources by 2030 and 100% of their retail sales from zero-carbon resources (or eligible renewable resources) by 2045. SVCE's current policy is to procure 100% of retail sales from zero-carbon resources comprised of RPS-eligible resources, such as solar, wind, geothermal and biomass, and zero-

carbon non-RPS resources such as large hydroelectricity. SVCE's RPS directive is to exceed California's mandated RPS. SVCE's 2025 retail sales contained 46.54% RPS PCC1 eligible resources for GreenStart service 100% RPS for GreenPrime, and 48.07% for GreenPrime Direct. To date SVCE has executed 26 RPS contracts of ten years or more in duration and has met its RPS requirements for long-term procurement. SVCE intends to solicit additional long-term renewable resources to meet Board-directed goals and as ordered by the CPUC under the Mid-term Reliability Procurement decision (D.21-06-035), the Supplemental Mid-Term Reliability Procurement Order (D-23-02-040) and the Decision Requiring 2029-2032 Electric Resource Procurement (D.26-02-057). SVCE has already made significant progress towards procuring its share of the decision's mandated procurement.

Resource Adequacy. Resource Adequacy (*"RA"*), a California program jointly administered by the CPUC, the California Energy Commission (*"CEC"*) and the California Independent System Operator (*"CAISO"*), directs LSEs to secure forward capacity and offer it into the CAISO's Day-Ahead and Real-Time markets to ensure that there will be enough supply in the right locations and with sufficient ramping capability to meet load. The RA program is comprised of three products: System RA; Local RA; and Flexible RA, although rules and categories are subject to modification by state agencies. Local RA obligations have been assigned to a Central Procurement Entity as of 2023. SVCE has a strong track record of meeting its RA obligations and expects to meet its future RA obligations in compliance with its Energy Risk Management Policy.

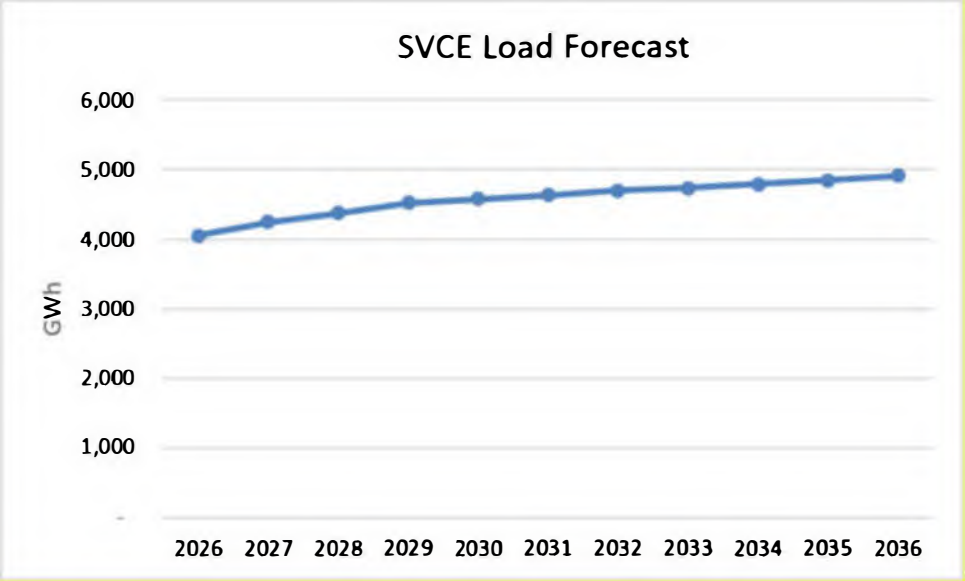
Integrated Resource Planning. Integrated Resource Planning (*"IRP"*) requires LSEs to develop a plan to serve its load as forecast by the CEC in alignment with their own vision and values and in accordance with regulatory requirements. In October 2015, California codified this LSE responsibility with the passage of SB 350, which requires the CPUC to establish and oversee an IRP process to assist with meeting the state's aggressive GHG targets. In the 2026 IRP cycle LSEs were directed to file plans aligned with a collective 8 million metric ton emissions target for the electric sector in 2045. The IRP process, which is used in many states across the US, generally produces 10- to 20-year plans that map out both the supply-side and demand-side resources required for meeting customer load. Given the complexity of the grid and the time required to plan and build generating facilities, IRPs are critical for ensuring safe, reliable and clean power in a cost-effective manner. In addition to addressing the long-term planning horizon typical of an IRP process, the IRP process has been used in recent years to direct procurement of new capacity to meet near- and mid-term reliability and clean energy needs per CPUC Decision (*"D."*) 19-11-016, D. 21-06-035, D. 23-02-040 and D.26-02-057. Pursuant to the procurement orders in these CPUC Decisions, LSEs are required to procure "Incremental System Capacity," which is RA capacity from non-emitting, storage, and/or renewable resources that are in addition to the resources identified on a baseline list of existing, on-line and operating resources.

Power Source Disclosure. California law requires LSEs to disclose the types of power resources used to supply retail sales. This mandate, known as the Power Source Disclosure Program (*"PSDP"*), is a consumer information program managed by the CEC on an annual basis. A key output of the PSDP is the Power Content Label (*"PCL"*). The PCL is an LSE-specific document that shows the breakdown of power resource types for each of the LSE's energy products

used to serve retail load, as well as a breakdown of resource types for the overall California grid. The PCL is distributed to customers each year.

Energy Demand

Long-term Load Forecast. SVCE's long-term load forecast is a 10-year projection of the energy (reflected in MWh) that its customers will annually consume. SVCE's long-term load forecast is driven primarily by the number and types of customers that SVCE expects to serve, in conjunction with weather projections. SVCE's long-term load forecast also incorporates the load-modifying effects of increasing electric vehicle adoption and charging, building electrification, behind-the-meter solar and/or storage (via net energy metering), data center loads and energy efficiency.



*Source SVCE Operating Forecast 2026

Sources of Energy

General. SVCE uses a portfolio risk-management approach in its power purchasing program, seeking low-cost supply and diversity among technologies, production profiles, project sizes and locations, counterparties, length of contract, and timing of market purchases. SVCE currently has 90 renewable, hydro, system energy, hedge, and Resource Adequacy contracts from diversified sources and counterparties, totaling over $4.4 billion in notional energy contracts to provide energy to its customers over the next 20-25 years.

Energy Purchases. In 2025, SVCE procured approximately 3.95 million MWh of electricity for its customers. SVCE anticipates that roughly 107% of its total 2026 retail sales will be sourced from carbon-free resources including renewables, large hydroelectric, and nuclear energy. SVCE's procurement strategy through 2030 includes regularly procuring new and existing California renewables by 2030 via both short- and long-term contracts. These renewables contracts will be in addition to the 3.066 million MWh of annual generation from 1,013 MW, or roughly

68.6% of its retail sales in 2030, of new and existing California and neighboring states renewables that SVCE has already procured. The strategy also includes investing in additional storage paired with solar, stand-alone storage, long-duration storage, and large hydroelectric resources.

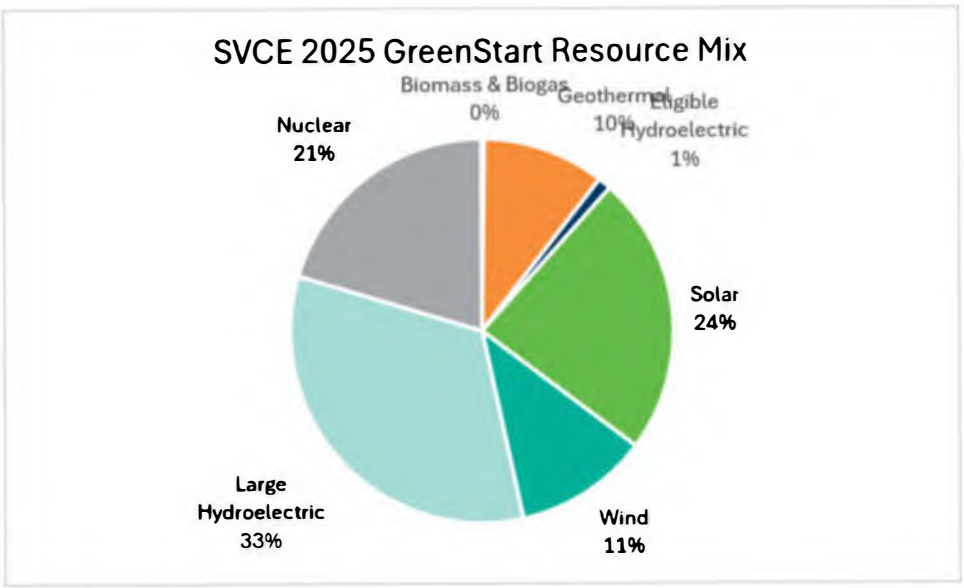
Energy Load and Supply Risk Management. SVCE continually manages its forward load obligations and supply commitments to balance cost stability and cost minimization while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. SVCE closely monitors its open positions for Portfolio Content Category 1 ("*PCC 1*") renewable energy and carbon-free, non-RPS eligible, based on calendar-year targets. SVCE maintains its clean portfolio coverage targets of up to 100% in the near term and leaves a greater portion open in the medium- to long-term, consistent with generally accepted industry practice.

SVCE monitors its positions on a regular basis with its Scheduling Coordinator, who produces a daily and weekly report of positions and pricing along with using sophisticated models to simulate hundreds of market conditions to assess optimal hedge levels and net revenue at risk. SVCE uses fixed-price energy contracts to hedge CAISO day-ahead market price exposure associated with its portfolio. More specifically, for the volumes and hours where SVCE does not have supply contracts that yield CAISO day-ahead revenue and market price coverage from the regulator overseen PG&E PCIA 'hedge', SVCE uses fixed-price energy contracts where SVCE pays a fixed price per MWh in order to receive a floating price that clears for each hour. This helps hedge SVCE's CAISO day-ahead market price exposure. SVCE employs a laddering hedge strategy for up to five years out, requiring minimum and maximum tolerance bands of percent of load covered with fixed-price and firm volumes of resources. SVCE's Energy Risk Management Policy details these requirements and is publicly available here (https://www.svcleanenergy.org/wp-content/uploads/SVCE_Energy_Risk_Management_Policy-September-2026.pdf) As SVCE procures increasing portions of fixed-price renewables with storage and fixed-price large hydroelectric and ACS energy, SVCE expects to reduce its use of fixed-price energy contracts.

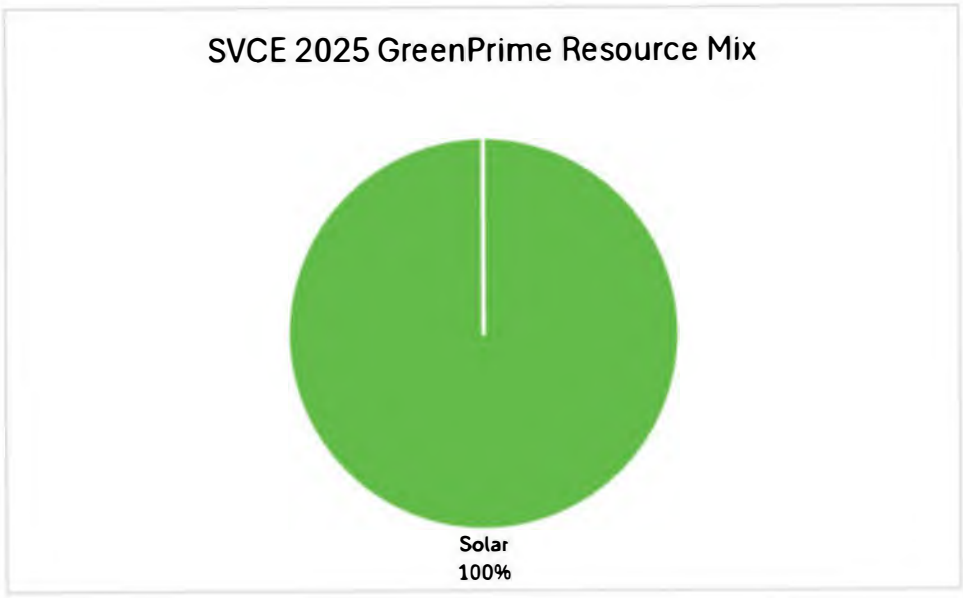
Procurement. SVCE procures energy and Resource Adequacy consistent with its Board-approved Energy Risk Management Policy. To effectively plan and manage its portfolio, SVCE differentiates contracts by their term length: short-term and long-term (longer than ten years). Based upon the expected contract tenor, SVCE may use various methods, including competitive solicitations, standard contract offerings, and bilaterally negotiated agreements. With regard to short-term power purchases, SVCE may negotiate bilateral agreements directly, especially for unique or time-sensitive transactions that do not lend themselves to inclusion in a competitive solicitation. Alternatively, particularly in markets with sufficient transparency to ensure competitive outcomes, SVCE may negotiate short-term transactions via its scheduling coordinator or independent energy brokers or marketers.

GreenStart Procurement Targets. Reducing GHG emissions is at the heart of SVCE's mission. SVCE's GreenStart and GreenPrime products provide a source of 100% clean, carbon-free energy. GreenStart is offered at 54.33% RPS-eligible resources and 45.67% carbon-free, non-RPS-eligible resources, while GreenPrime is comprised of 100% RPS-eligible resources. Both products deliver a higher renewable content and a competitive cost compared to PG&E.

SVCE 2025 GreenStart Resource Mix*

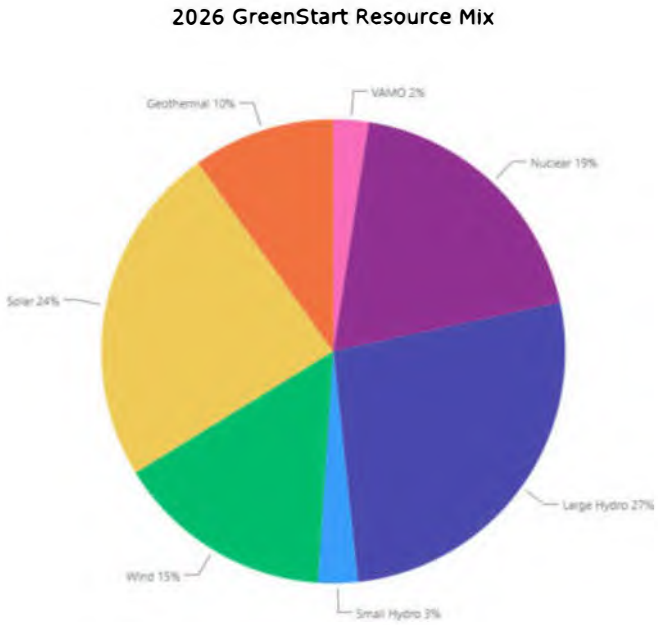


SVCE 2025 GreenPrime Resource Mix*

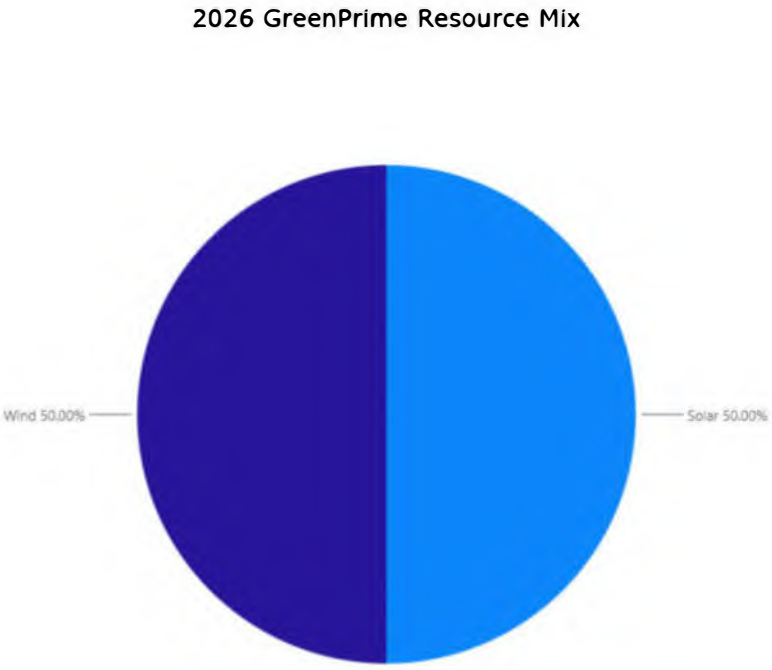


*The charts above are the energy supply that SVCE used to serve its 2025 retail sales for the GreenStart and GreenPrime product offerings

SVCE 2026 Estimated GreenStart Resource Mix*



SVCE 2026 Estimated GreenPrime Resource Mix*



*The charts directly above are estimates of the energy supply that SVCE was expected to use to serve its 2026 retail sales for the GreenStart and GreenPrime product offerings.

Further descriptions of SVCE's policies and procedures addressing energy procurement and risk management can be found on the SVCE website at www.svcleanenergy.org. The reference to this website address is presented herein for informational purposes only, and information on such website is not incorporated by reference to this Official Statement.

SVCE Technology and Analytics

SVCE's analytics and data management are handled by teams across the organization, consisting of IT personnel, data analysts, and power analysts. SVCE employs a cloud-first data strategy, where all mission-critical data is stored on cloud services. SVCE data warehousing platform offers a modern infrastructure for storing, processing, and analyzing sensitive data in the cloud, with encryption by default of data at-rest and in-transit, as well as fine-grained access control to sensitive resources.

, SVCE IT staff also oversee general compliance with rules and regulations established by the California Public Utilities Commission (CPUC) related to data privacy and security. SVCE conducts independent tri-annual audits of its security and data privacy practices – which are submitted to the CPUC – and produces additional data privacy reports for the CPUC annually, in compliance with CPUC regulations. SVCE customer data has not been the subject of any breaches or data security incidents.

Through the guidance from the VCISO, SVCE continually increases its Cyber Security Posture. SVCE analyzes cyber risks identified through audits and security assessments and uses VCISO's guidance to prioritize and roadmap remediations and implementations.

Finally, the IT staff oversees device and application security and related policies. In addition to standard threat mitigation and security measures (such as password policies and antivirus software), SVCE enforces multi-factor authentication (MFA) on all mission-critical applications and employs email screening tools and endpoint security systems.

Ultimately, by using a centralized cloud-first policy for critical resources and attendant applications, enforcing modern security practices such as MFA, and limiting the use of distributed storage devices, SVCE can minimize its exposure to security incidents.

Energy Storage

SVCE currently has over 452 MW of 4-hour or longer equivalent wholesale (*i.e.*, in front of the meter) storage capacity contracted over the next twenty years. Of the 452MW of already contracted storage capacity, 323 MW is paired with solar, 30 MW is 8-hour standalone, 24 MW is 4-hour standalone, and 75 MW is RA-only. SVCE plans to procure additional solar with storage and standalone storage to meet new procurement mandates.

In 2020, SVCE launched its Lights on Silicon Valley program to deploy customer-sited solar and battery storage systems capable of providing backup power and behind-the-meter dispatch, driving decarbonization, lowering utility costs for program participants, and enabling

local grid management through load shaping. This program prioritizes vulnerable customers and populations disproportionately affected by grid outages.

Financial Information

Revenues from Energy Sales and Operating Expenses. SVCE derives its operating revenues primarily from energy sales to its customers.

Other Sources of Revenue. SVCE also receives revenues from sources other than retail customer sales. These sources include wholesale energy sales to other suppliers and grant income used to assist with various customer programs.

Results of Operations. The following is a summary of SVCE's results of operations for fiscal years ending September 30:

	2025	2024	2023	2022	2021
Operating revenues	$ 471,682,878	$ 534,489,788	$ 503,675,151	$ 363,521,534	$ 242,600,167
Revenue directed to Rate stabilization Fund (GASB 62)	(100,000,000)				
Nonoperating revenues	23,242,267	23,348,067	9,262,831	1,870,954	273,985
Total revenues	394,925,145	557,837,855	512,937,982	365,392,488	242,874,152
Operating expenses	372,912,015	397,162,572	401,057,113	318,708,488	257,751,261
Nonoperating expenses	76,600	14,224	28,576	36,126	230,632
Total expenses	372,988,615	397,176,796	401,085,689	318,744,614	257,981,893
Change in net position	$ 21,936,530	$ 160,661,059	$ 111,852,293	$ 46,647,874	$ (15,107,741)

Assets, Liabilities, Deferred Inflows of Resources and Net Position. The following table is a summary of SVCE's assets, liabilities, deferred inflows, and net position for the fiscal years ending September 30:

	2025	2024	2023	2022	2021	2020
Current assets	$ 462,846,816	$ 420,352,985	$ 376,699,458	$270,632,455	$206,813,185	$220,538,554
Noncurrent assets						
Capital and lease assets, net	13,833,351	761,171	1,259,365	1,681,871	2,122,391	1,403,175
Other noncurrent assets	214,086,188	150,052,998	56,864,643	45,330	45,330	145,130
Total noncurrent assets	227,919,539	150,814,169	58,124,008	1,727,201	2,167,721	1,548,305
Total assets	690,766,355	571,167,154	434,823,466	272,359,656	208,980,906	222,086,859
Current liabilities	74,539,649	70,667,155	86,003,663	51,733,663	34,519,867	40,094,131
Noncurrent liabilities	9,093,302	15,303,125	24,283,988	7,942,472	8,425,392	1,141,410
Total liabilities	83,632,951	85,970,280	110,287,651	59,676,135	42,945,259	41,235,541
Deferred Inflows of Resources						
Rate stabilization	100,000,000					
Net position						
Net investment (deficit) in capital assets	12,686,148	358,431	348,144	287,728	269,927	(172,895)
Restricted for security collateral	1,242,049	-	-	-	4,000,216	4,500,000
Unrestricted	493,205,207	484,838,443	324,187,671	212,395,793	161,765,504	176,232,143
Total Net Position	$ 507,133,404	$ 485,196,874	$ 324,535,815	$ 212,683,521	$ 166,035,647	$ 180,559,248

Changing Fiscal Period. In March 2026, SVCE's Board of Directors approved changing SVCE's fiscal year to align with the calendar year starting January 1, 2027. The fiscal year 2025-2026 ended on 9/30/2026 and will follow the usual process, with audited financials available by March 2027. A stub period was created from October 1, 2026, to December 31, 2026, and the first calendar-year fiscal period will begin on January 1, 2027. SVCE will conduct a combined financial audit covering both the stub period and the first new calendar fiscal period (spanning 15 months), with the audited results available by June 2028.

Deposit Accounts. SVCE maintains its cash in both interest-bearing and non-interest-bearing demand and term deposit accounts at River City Bank of Sacramento, California, and through the California Asset Management Program ("CAMP") at US Bank of St. Paul, Minnesota. SVCE's deposits with River City Bank are subject to California Government Code Section 16521, which requires that River City Bank collateralize public funds in excess of the Federal Deposit Insurance Corporation limit of $250,000 by 110%. CAMP is a California Joint Powers Authority (JPA) offering professional investment services to public agencies across California, including the use of the Cash Reserve Portfolio (CAMP Pool) and CAMP Term investments, which are accessible to all local agencies in accordance with California Government Code Section 53601(p). As of 2023, SVCE has appointed PFMAM (PFM Asset Management, LLC) as an investment advisor to manage the funds in CAMP accounts in accordance with our current investment policy Section 5. SVCE monitors its risk exposure to both River City Bank and CAMP on an ongoing basis. SVCE's Investment Policy permits the investment of funds in depository accounts, certificates of deposit, and the Local Agency Investment Fund program operated by the California

State Treasury, United States Treasury obligations, Federal Agency Securities, California municipal obligations, commercial paper, money market funds, mortgage pass-through and asset-backed securities, supranational obligations, joint power authority pool, and FDIC insured placement service deposits.

Liquidity. In September 2024, the SVCE Board of Directors approved increasing the target financial reserve levels to 350 days of cash on hand. SVCE currently provides cash collateral for only one outstanding letter of credit, totaling $1,215,273.

Credit Rating. In April 2026, S&P Global Ratings revised its outlook to positive from stable and affirmed its 'A' issuer credit rating for SVCE and SVCE was upgraded to A3 with a stable outlook rating from Moody's in 2025.

Attachment 18.

Summary of the Details of the First Prepay Transaction

Aggregate Principal Bond Amount	$1,234,720,000 (SVCE and EBCE combined)
Total Bond Proceeds	$1,475,895,642.5 (SVCE and EBCE combined)
Municipal Bond Rating	A1
Green Certification	Designated Green Bonds by Kestrel Verifiers
Initial Bond Pricing Period	• 10 years. • After the initial period, bonds will be repriced per the negotiated repricing agreement, and a new discount will be established based on the then prevailing market conditions.[1]
Final Bond Maturity Date	• February 1, 2052.
Discount Achieved	• $4.38 per MWh, about 10% of the energy cost of SVCE's 3-year transaction initially assigned into the Prepay. • ~$1.9 million per year for SVCE during the initial bond pricing period of ten years.
Energy Volume Supported by Bond Proceeds	109 MW, of which SVCE's share is 50 MW (about 11% of load) and EBCE's share is 59 MW for approximately the first ten years of the transaction; after that, the same proportional volume split will be maintained between SVCE and EBCE.

Summary of the Transaction Cost Breakdown ($000)

Bond and Tax Counsel: Orrick, Herrington & Sutcliffe	425
Credit Rating: Moody's	315
Issuer's Counsel and Disclosure Counsel: Chapman & Cutler LLP	310
Municipal Advisor: Public Financial Management	250
Investment Advisor: Public Financial Management Asset Mgmt	42
Trustee: Bank of New York (BNY)	32
Trustee Counsel: BNY Counsel	35
Printing Cost	3
Contingency/Other	10
Total COI	1,422
Morgan Stanley Underwriting	6,341
Total	**7,763**

[1] The repricing agreement has a minimum savings requirement of $2 per MWh.

Summary of the Details of the Second Prepay Transaction

Aggregate Principal Bond Amount	$841,550,000
Total Bond Proceeds	$891,418,648.10
Municipal Bond Rating	A1
Green Certification	Designated Green Bonds by Kestrel Verifiers
Initial Bond Pricing Period	• 6.5 years. • After the initial period, bonds will be repriced per the negotiated repricing agreement, and a new discount will be established based on the then prevailing market conditions.[2]
Final Bond Maturity Date	• July 1, 2053.
Discount Achieved	• $9.77 per MWh, about 10% of the price established for energy deliveries under the power supply contract. • ~$4.7 million per year during the initial bond pricing period of 6.5 years.
Energy Volume Supported by Bond Proceeds	~55 MW (about 12% of load; a slight escalation in the latter half of the transaction)
Power Delivery Start Date	June 1, 2023

Summary of the Transaction Cost Breakdown ($000)

Bond and Tax Counsel: Ballard Spahr	300
Credit Rating: Moody's	232.5
Issuer's Counsel and Disclosure Counsel: Chapman & Cutler LLP	200
Municipal Advisor: Public Financial Management	175
Investment Advisor: Public Financial Management Asset Mgmt	35
Trustee: Bank of New York (BNY)	30.9
Trustee Counsel: Ballard Spahr	30
Printing Cost	3.3
Contingency/Other	22
Total COI	1,045.5
Morgan Stanley Underwriting	4,359.2
Total	**5,404.7**

[2] The repricing agreement has a minimum savings requirement of $2 per MWh.

Summary of the Details of the Third Prepay Transaction

Aggregate Principal Bond Amount	$1,101,625,000
Total Bond Proceeds	$1,165,919,381.75
Municipal Bond Rating	A1
Green Certification	Designated Green Bonds by Kestrel Verifiers
Initial Bond Pricing Period	• ~8 years. • After the initial period, bonds will be repriced per the negotiated repricing agreement, and a new discount will be established based on the then prevailing market conditions.[3]
Final Bond Maturity Date	• May 1, 2054
Discount Achieved	• $11.32 per MWh, about 13.1% of the price established for energy deliveries under the power supply contract. • ~$7.7 million per year during the initial bond pricing period of 8 years.
Energy Volume Supported by Bond Proceeds	~77 MW (about 17% of load; a slight escalation in the latter half of the transaction)
Power Delivery Start Date	April 1, 2024

Summary of the Transaction Cost Breakdown ($000)

Bond and Tax Counsel: Ballard Spahr	250
Credit Rating: Moody's	273
Issuer's Counsel and Disclosure Counsel: Chapman & Cutler LLP	175
Municipal Advisor: Public Financial Management	155
Investment Advisor: Public Financial Management Asset Mgmt	30
Trustee: Bank of New York (BNY)	41.4
Trustee Counsel: Ballard Spahr	30
Printing Cost	4
Contingency/Other	66
Total COI	$1,041.3
Morgan Stanley Underwriting	$5,712.1
Total	**$6,753.4**

[3] The repricing agreement has a minimum savings requirement of $5.50 per MWh.

Summary of the Details of the Fourth Prepay Transaction

Aggregate Principal Bond Amount	$844,495,000
Total Bond Proceeds	$929,071,174.25
Municipal Bond Rating	Aa2
Green Certification	Designated Green Bonds by Kestrel Verifiers
Initial Bond Pricing Period	• 8 years. • After the initial period, bonds will be repriced per the negotiated repricing agreement, and a new discount will be established based on the then prevailing market conditions.[4]
Final Bond Maturity Date	• January 1, 2056
Discount Achieved	• $11.65 per MWh, about 10.8% of the price established for energy deliveries under the power supply contract. • ~$4.6 million per year during the initial bond pricing period of 8 years.
Energy Volume Supported by Bond Proceeds	~44 MW (about 10% of load)
Power Delivery Start Date	January 1, 2026

Summary of the Transaction Cost Breakdown ($000)

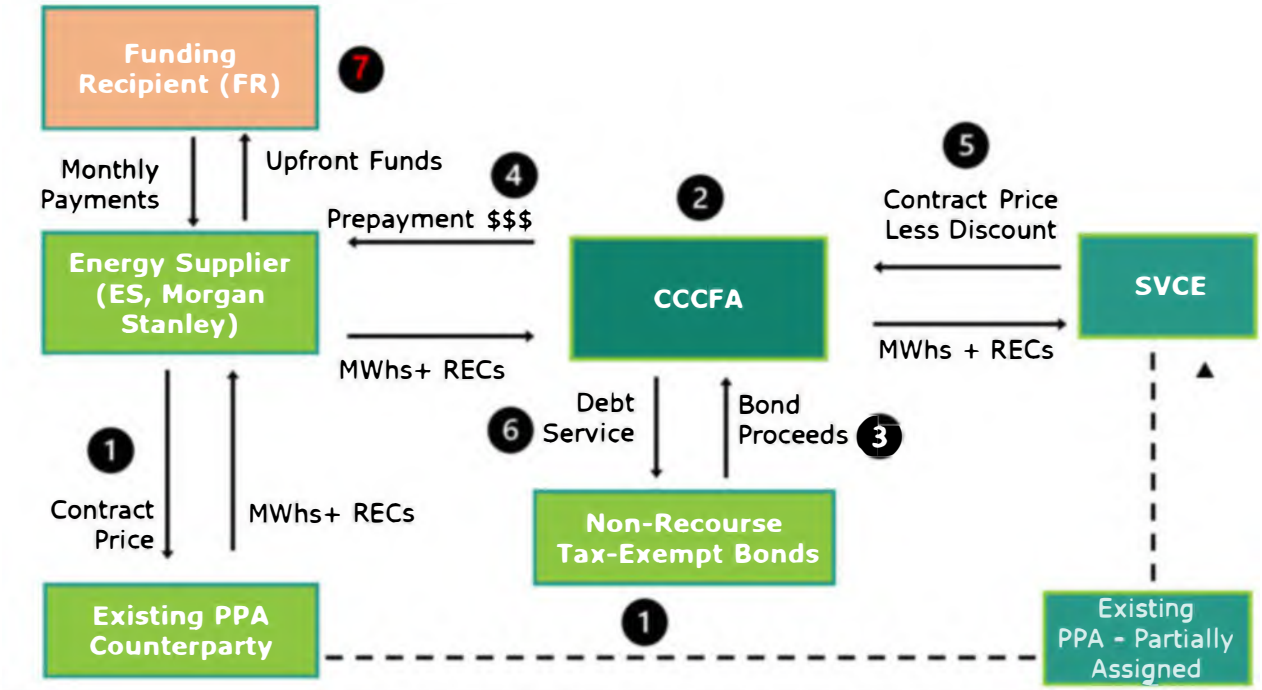
Bond and Tax Counsel: Ballard Spahr	250
Credit Rating: Moody's	281.5
Issuer's Counsel and Disclosure Counsel: Chapman & Cutler LLP	175
Municipal Advisor: PFM Financial Advisors LLC	230
Investment Advisor: PFMAM (US Bank)	25
Trustee: BNY Mellon Corporate Trust	20.2
Trustee Counsel: Ballard Spahr	35
Printing Cost: ImageMaster	4
Green Bond Second Party Opinion: Kestrel	22.6
Audit/Accounting: Maher Accountancy	24
Administration Fee: CCCFA	20
Contingency/Other	15.8
Total COI	1,103.1
Morgan Stanley Underwriting	3,987.8
Total	**5,090.9**

[4] The repricing agreement has a minimum savings requirement of $5.83 per MWh.

Attachment 19.

Overview of the Prepay structure

Structural Overview of Power Prepay



1. Under the existing, non-Prepay structure, SVCE has Power Purchase Agreements (PPA) and other carbon-free energy transactions with a counterparty (Energy Supplier). The Energy Supplier provides energy and any associated renewable/carbon-free credits (environmental credits) to SVCE, and SVCE pays the Energy Supplier the contract price. Under the prepayment structure:VCE partially assigns its rights to energy under the energy contract equivalent to the prepaid quantity to the Energy Supplier (Morgan Stanley) at the contract price. Now, the PPA Counterparty will provide Morgan Stanley with the assigned quantity of energy with any associated environmental credits. The Energy Supplier, will pay the contract price to the PPA Counterparty.
2. SVCE, along with the other initial founding member CCAs[5], created the California Community Choice Financing Authority (CCCFA), a separate legal entity that can issue tax-exempt municipal bonds.
3. CCCFA issues non-recourse tax-exempt bonds secured by the contractual rights and transaction cashflows under a trust indenture. The bonds are not secured or guaranteed by SVCE or CCCFA. Based on the contractual agreements securing the bonds, the bonds will carry the credit ratings of the Funding Recipient.
4. CCCFA uses the proceeds from the bonds, net of all prepay transaction fees, and pays Energy Supplier the present value of energy cost and any environmental credits that the Energy Supplier will deliver to CCCFA over the 30-year term of the transaction under a prepaid power agreement.

[5]SVCE along with Central Coast Community Energy (3CE), East Bay Community Energy (now Ava), and Marin Clean Energy (MCE), as the first set of founding members, established CCCFA.

5. SVCE and CCCFA execute a power supply agreement. Under this agreement, SVCE pays CCCFA the initial contract price less a discount as CCCFA delivers to SVCE the energy and environmental credits it receives from the Energy Supplier.
6. CCCFA uses payments received from SVCE to pay interest and principal payments to the Bondholders.
7. The Energy Supplier and the funding recipient execute a funding agreement where the Funding Recipient receives upfront funds and makes monthly payments to the Energy Supplier, which they use to pay the PPA Counterparty.

Under the prepayment structure, SVCE receives the same energy and environmental credits from the PPA Counterparty (indirectly via Energy Supplier, Morgan Stanley, and then CCCFA) but for a lower price. The savings or lower price source is primarily the difference between taxable and tax-exempt debt interest rates. The Funding Recipient's capital needs are funded by a variety of means in taxable corporate markets, which have higher interest rates than tax-exempt debt. As a public agency, CCCFA can issue tax-exempt debt. When CCCFA provides the prepayment to Morgan Stanley for energy that Morgan Stanley will deliver over the term of the transaction, Morgan Stanley is effectively raising capital at a lower cost for the Funding Recipient. Based on the funding agreement with the Funding Recipient, Morgan Stanley flows the savings to SVCE by lowering the price SVCE pays for the energy and any environmental credits. By using this prepayment structure, SVCE can reduce the cost of energy purchases.

The bonds can have an initial term of about 5-10 years, and SVCE will not execute the transactions unless the Board-authorized savings can be realized. At the end of the initial term, the bonds will be refinanced, and the terms of the discount will be set per a Repricing Agreement, which will also specify a minimum discount threshold.

The risks to SVCE are minimal as the debt will not be recourse to SVCE. If, for any reason, the structure falls apart, the original energy contract will revert to SVCE, and the loss to SVCE will be the staff time invested in the project and the future savings expected to be generated by the prepayment transaction. The initial consultant and attorney fees are all contingent upon the execution of the transaction and will be financed from the bond proceeds.

Attachment 20.

Estimated Cost Breakdown

Firm	Expected Cost ($000)
Bond and Tax Counsel: Barnes and Thornburg	$300
Credit Rating: [Moody's Investors Service/S&P Global Ratings]	321.5
Issuer's Counsel and Disclosure Counsel: Chapman & Cutler LLP	225
Municipal Advisor: PFM Financial Advisors LLC	230
Swap Advisor: PFM Swap Advisors LLC	25
Investment Advisor	50
Trustee: US Bank	32
Trustee Counsel: US Bank Counsel	35
CCCFA JPA Administrative Fee	20
Audit/Accounting Fee	24
Green Bond Second Party Opinion (Kestrel Verifiers)	25
Printing Cost	4
Continuing Disclosure Services	4
Arbitrage Rebate Services	1.8
Contingency/Other	10
Total COI	**1,307**
Morgan Stanley Underwriting	5,625
Underwriters Counsel	250
Total	**7,182**

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 4

Item 4:	**Adopt Resolution 2026-20 Approving the Silicon Valley Clean Energy Data Center Rate Policy**
From:	Monica Padilla, CEO
Prepared by:	Peyton Parks, Energy Services Manager Justin Zagunis, Director of Customer Success
Date:	11/13/2026

RECOMMENDATION

Staff requests that the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) adopt Resolution No. 2026-20 (Attachment 1) approving the Data Center Rate Policy (Attachment 2), which establishes guiding principles for the creation and administration of any retail electricity rate specifically applicable to qualifying data center customers within SVCE's service territory, including unique pricing agreements offered under SVCE's Non-Standard Pricing Policy (NSPP).

EXECUTIVE COMMITTEE RECOMMENDATION

Principles and a policy framework for the proposed Data Center Rate Policy were discussed with the Executive Committee on October 23, 2026, as part of staff's ongoing development of a data center-specific rate structure. Executive Committee discussion focused on the need to establish clear policy direction before development of a future tariff, the financial and operational risks associated with large-load customers, and recently enacted state legislation related to electric service for data center customers in CA Assembly Bill (AB) 2383 (Zbur).

Committee members generally supported the proposed policy framework and the underlying principles that: (1) data center customers should pay the costs associated with serving their load, insulating non-data center customers from cost-shifting, (2) qualifying data center customers should be treated consistently under the policy, and (3) SVCE should remain competitive while maintaining long-term financial sustainability.
The Committee voted unanimously to recommend that the Board adopt the proposed policy and provide staff with direction to proceed with tariff development.

BACKGROUND

Data centers and other large-scale computing facilities have become a significant area of focus for electric utilities nationwide due to the rapid growth of cloud computing, artificial intelligence applications, and digital infrastructure. These facilities are characterized by exceptionally large and concentrated electricity demands that can materially affect utility procurement, financial planning, and resource adequacy requirements. Within California, policymakers and load-serving entities have increasingly recognized that these customers present operational and financial challenges that differ substantially from traditional commercial and industrial customers.

SVCE currently serves all large-load customers through its standard retail product, GreenStart, which offers customers rate schedules corresponding to existing Pacific Gas and Electric (PG&E) tariffs. Large customers with measured loads consistently exceeding 1,000 kW (1 MW) are defaulted to the standard 'industrial' rate class, B20. While this tariff is appropriate for most commercial customers, it does not provide SVCE sufficient

protections to mitigate the unique risks presented by the very large, highly concentrated electric loads of data centers, which can exceed the minimum size threshold of the B20 tariff by 25-50x or more.

Staff has identified three categorical risks specific to data centers:

Cost-shift Risk
Large-load customers served under SVCE's standard GreenStart portfolio can create cost-shift risk when SVCE procures energy, resource adequacy, and other products to serve projected load that ultimately does not materialize. Because a single data center may represent a significant portion of SVCE's total load, customer decisions to delay development, reduce demand, or simply opt-out of service can leave SVCE with unrecovered procurement costs that may otherwise be borne by the broader customer base.

Cost-shift can also occur when new data center customers receive the benefits of historical reserves, hedging positions, prepayments, or procurement decisions funded by existing customers. Under a standard portfolio structure, those legacy assets are shared across all customers, even though new large-load data center customers did not contribute to them. The proposed policy addresses these concerns by establishing data centers as a distinct customer class with minimum participation term requirements and ensuring that costs and benefits remain allocated to the customers responsible for creating them.

Margin Risk
Margin risk can occur when revenues collected from a large-load customer under SVCE's standard GreenStart rate are insufficient to cover the actual cost of serving that customer's load. Because data centers can materially affect SVCE's procurement portfolio, the costs of energy, Resource Adequacy, and clean-energy compliance may exceed the revenues collected through the standard B20 tariff. Margin risk can also increase when wholesale market conditions change after traditional tariff rates are established.

The proposed Data Center Rate Policy addresses this risk by allowing pricing structures that more closely track actual and contemporaneous costs, helping ensure revenues remain aligned with the cost of service and reducing impacts on other customers.

Concentration Risk
Concentration risk occurs when a single customer represents a significant share of SVCE's total load, meaning that customer decisions related to development, expansion, or departure from service could have a material impact on SVCE's procurement planning, financial forecasts, and operational obligations. This type of risk has a compounding effect on the two risk categories listed above. Staff’s policy proposal limits exposure to this type of risk by mitigating adverse effects of the previous two.

The proposed Data Center Rate Policy provides direction for the development of any forthcoming data center rate that protects SVCE and its existing customers from financial risk associated with large-scale load growth while complying with California legislation. The Legislature recently enacted Assembly Bill 2383 (Zbur), which requires load-serving entities, including Community Choice Aggregators, to establish tariffs applicable to qualifying data center customers. The legislation codifies many of the concepts already under consideration by SVCE staff, including customer eligibility requirements, enrollment commitments, cost responsibility provisions, and clean-energy obligations. The legislation requires compliant tariffs to be available by January 1, 2028.

In anticipation of these requirements and to provide policy direction before tariff development begins, staff developed the proposed Data Center Rate Policy for Board consideration.

ANALYSIS & DISCUSSION

The proposed policy establishes the framework that staff will use when developing future data center-specific tariff and associated retail rates. Rather than setting rates directly, the policy, in compliance with AB 2383 (Zbur), defines the principles and objectives that must be reflected in any future tariff brought before the

Board for approval. It also stipulates that unique pricing agreements reached under SVCE's NSPP must adhere to the principles of the policy.

Principle 1: Prevent Cost-Shifting Between Data Center and Existing Customers
Ensuring that data centers pay all costs associated with their load is central to ensuring that cost-shifting between data centers and other customers does not occur. The foundational principle of the policy is that data center customers should pay the costs associated with serving their load and should contribute appropriately toward SVCE administrative costs, programs, and other financial obligations.

To accomplish this objective, the policy authorizes mechanisms such as market-based electricity rates, administrative adders for programs, minimum billing provisions, pre-payment requirements, and early termination charges where necessary to keep SVCE financially whole.

The policy also seeks to create a separation between data center customers and existing investments made on behalf of other customers. Under the proposed framework, data centers are established as a separate customer category. This new customer class will utilize market-based pricing structures that reflect actual contemporaneous costs rather than historical procurement outcomes. This approach prevents data center customers from receiving unintended benefits from reserves, pre-payments, hedging positions, or other investments funded by existing ratepayers. Likewise, existing customers would not bear costs created by data center participation.

Principle 2: Uniform Eligibility and Consistent Treatment
The second principle establishes that the Data Center Rate should be applied consistently to all customers meeting the defined criteria. Staff believe objective and transparent eligibility requirements are critical to ensure that similarly situated customers are treated fairly and consistently.

Under the framework contemplated by staff, qualifying facilities would generally consist of data center customers exceeding a specified demand threshold. Draft tariff value concepts presented to the Executive Committee utilize a threshold of 25 megawatt (MW), which is the highest minimum threshold allowable under applicable legislation. The policy itself does not lock in a specific threshold but directs staff to establish objective eligibility criteria based on facility size, business purpose, and electric demand.

The policy further requires clearly defined timing provisions and anti-circumvention measures. These provisions are intended to prevent customers from avoiding applicability through actions such as split-meter configurations, multiple affiliated entities operating as a single campus, or other arrangements designed to bypass eligibility requirements.

Principle 3: Create Value While Maintaining Protections
While the policy establishes significant customer and agency protections, it also recognizes that SVCE seeks to serve qualifying data center load when doing so provides value to both the customer taking the data center rate and the broader customer base. PG&E is subject to the same provisions as SVCE under AB 2383 (Zbur) and will be required to adopt a data center tariff with similar requirements. Accordingly, the policy directs staff to develop rates that are transparent, commercially reasonable, and competitive while preserving the protections established under Principles 1 and 2.

Potential tariff features contemplated during policy development include transparent administrative charges, reasonable limits on administrative cost recovery where appropriate, and alternative participation pathways through Board-authorized programs such as the Non-Standard Pricing Policy. The policy specifically preserves SVCE's ability to offer customized solutions to qualifying data center customers when doing so provides the agency and customer protections set forth in the Data Center Rate Policy.

Importantly, staff believes the policy positions SVCE to remain competitive while reducing exposure to stranded procurement costs and adverse margin impacts. Illustrative rate modeling presented to the

Executive Committee demonstrates that a dedicated data center rate would be higher than the equivalent PG&E B20 industrial tariff, but is likely to be competitively priced to any forthcoming data center-specific rate offered by PG&E.

	Proposed SVCE Features	Principle 1 No Cost-Shift	Principle 2 Universally Applicable	Principle 3 Create Value	State-wide Legislative Correlation
Enrollment and Term	Specify Business Type		✓		✓
	Applicability (MW)		✓		✓
	Applicability (Start Date)		✓		✓
	Term Length	✓	✓		✓
Structural	Market Index	✓		✓	
	Admin Fees	✓		✓	✓
	Separate Product (Clean)	✓			✓
	Separate Product (Reserves)	✓			✓
Ratepayer / SVCE Protections	Pre-Funding	✓			✓
	Early Term Penalty	✓			✓
	Monthly Minimum	✓			✓
Customer Value	Monthly Maximum (Admin)			✓	
	Always Offer GPD			✓	

Key Policy Outcome

In practical terms, adoption of the proposed policy establishes that future data center customers will:

- Be treated as a separate customer category;
- Pay costs associated with energy, Resource Adequacy, clean-energy compliance, and administration without subsidy;
- Be subject to minimum participation terms and risk-mitigation requirements;
- Continue to pay applicable statewide charges, including PCIA obligations;
- Not receive benefits associated with historical SVCE reserves, prepayments, hedges, or procurement decisions; and
- Continue to have access to alternative Board-authorized custom offerings where appropriate.

Staff believes these provisions appropriately balance the agency's mandate to serve clean energy to the customer load in its territory with the responsibility to protect existing customers and maintain SVCE's financial stability.

STRATEGIC PLAN

Approval of the Data Center Rate Policy is in alignment with SVCE's Strategic Plan Goal 6, Measure 2: Maintain, enhance, and administer energy risk management policy and standards; and Strategic Focus Area 3: Expand Offerings to C&I Customers.

ALTERNATIVE

Staff considered the following alternative:

Serve Data Center Customers Under Existing Rate Structures

The Board could direct staff to continue relying primarily on existing commercial and industrial tariffs for future data center customers. Staff does not recommend this alternative because current tariffs were not specifically designed to address the financial, operational, and procurement risks associated with large-scale data center loads. This approach could expose existing customers to greater cost-shifting risk and would not provide clear policy direction for compliance with AB 2383.

FISCAL IMPACT

Adoption of the proposed policy does not directly create budget impacts because no rate or tariff is being implemented through this action. Future tariffs developed pursuant to the policy are expected to improve cost recovery, reduce stranded-cost risk, and provide positive financial contributions from participating data center customers. Specific fiscal impacts associated with any future tariff will be presented to the Board during the tariff approval process.

ATTACHMENT

1. Resolution 2026-20, Approving the Silicon Valley Clean Energy Data Center Rate Policy
2. SVCE Data Center Rate Policy

SILICON VALLEY CLEAN ENERGY AUTHORITY

RESOLUTION NO. 2026-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY ADOPTING THE SVCE DATA CENTER RATE POLICY

RECITALS

WHEREAS, the Silicon Valley Clean Energy Authority ("Authority") was formed on March 31, 2016 pursuant to a Joint Powers Agreement to study, promote, develop, conduct, operate, and manage energy programs in Santa Clara County; and

WHEREAS, proliferation of Artificial Intelligence (AI), Machine Learning (ML) and cloud computing is driving a national, regional, and local push toward the construction and operation of concentrated large-load data centers;

WHEREAS, the Authority and its Board recognize unique operational and financial risks associated with serving large data center loads under currently established tariffs, including the risk of recovering insufficient revenue from data center customers to cover the Authority's costs and the risk of shifting procurement costs associated with data center load onto other non-data center customers;

WHEREAS, the California Legislature enacted Assembly Bill (AB) 2383 (Zbur), setting forth requirements for load serving entities (LSEs) to create data center-specific tariffs by January 1, 2028, which include various financial protections for LSEs, rate-paying customers, and specific tariff features to mitigate risks associated with customer arrival, departure, or other failures of load to materialize;

WHEREAS, the Board seeks to adopt an internal policy consisting of principles that guide the creation of any data center-specific tariff and rate, including unique pricing arrangements with customers under the SVCE Non-Standard Pricing Policy (NSPP) in a manner which provides adequate protections for the Authority and non-data center customers while remaining in compliance with the language within AB 2383 (Zbur);

WHEREAS, the Board finds that any criteria established to identify the types of sites, kinds of equipment and infrastructure, and business use of facilities as 'data centers' must be applied consistently across new and existing loads that fit the identified criteria within any such policy;

WHEREAS, the Board acknowledges the competitive aspect of serving data center load as it relates to the Authority's mission to provide clean energy and decarbonize the built environment;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Board hereby adopts the SVCE Data Center Rate Policy which guides the creation of any data center-specific rate, including unique pricing arrangements with data center customers allowed under the SVCE Non-Standard Pricing Policy, and incorporates the required features for LSEs within AB 2383 (Zbur) to mitigate the risks of serving large load data centers in California.

ADOPTED AND APPROVED this 13th day of November, 2026, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Hines				
City of Cupertino	Director Wang				
City of Gilroy	Director Hilton				
City of Los Altos	Director Meadows				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Barbadillo				
City of Monte Sereno	Director Mekechuk				
City of Morgan Hill	Director Turner				
City of Mountain View	Director Showalter				
County of Santa Clara	Director Lee				
City of Saratoga	Director Page				
City of Sunnyvale	Director Klein				

_____
Chair

ATTEST:

_____
Clerk

ATTACHMENT:
1. Silicon Valley Clean Energy Authority Data Center Rate Policy

SILICON VALLEY CLEAN ENERGY AUTHORITY

DATA CENTER RATE POLICY

I. Purpose

Data centers and other large-scale computing facilities represent a unique class of electric load characterized by high energy consumption, concentrated demand, and potential impacts on electric procurement and planning, introducing significant financial risk. Data center load that satisfies all its own cost obligations has the potential to reduce agency-wide fixed costs for all customers by diluting those costs across a larger sales volume. SVCE does not make decisions about whether data centers can or will be developed in its service area and member jurisdictions.

As the default load serving entity within its service territory, Silicon Valley Clean Energy (SVCE) intends to serve any data centers that are permitted by local jurisdictions and constructed in territory, such that doing so advances SVCE's mission and financial objectives, creates value for customers, and adequately protects the existing rate-paying base. SVCE is further compelled to create a data-center specific rate pursuant to the rules set forth in California Assembly Bill (AB) 2383 (Zbur).

The purpose of this Policy is to establish guidelines for the development, implementation, and administration of any retail electricity rate or tariff specifically designed for data center customers, including custom arrangements made under the SVCE Non-Standard Pricing Policy (NSPP). These principles are intended to ensure that data center customers pay the costs associated with serving their load, that similarly situated customers are treated consistently, and that SVCE remains positioned to compete for economically beneficial load growth while protecting existing customers and maintaining long-term financial stability.

II. Scope

This Policy governs the development and administration of any retail electricity rate, tariff, or pricing product intended to serve as the default rate offering for qualifying data center customers operating within the SVCE service area.

This Policy applies to:

- new data center customers establishing electric load that meets or exceeds the minimum size threshold within the SVCE service area after the effective date established by the applicable tariff;
- existing data center customers whose facilities expand and qualify for inclusion under the Data Center Rate eligibility criteria;

Nothing in this Policy limits a customer's ability to pursue another lawful electric service option where permitted by statute or regulation. Under the terms of the SVCE Non-Standard Pricing Policy, SVCE may, at its discretion, offer an alternative product model with similar and consistent

customer and agency protections as required for the tariff. The protections may vary somewhat from the tariff based on staff's assessment of the specific risks present in any Non-Standard Pricing arrangement. Any Board-approved product, rate, or tariff for data centers shall be administered in accordance with the principles set forth herein.

Policy

When developing and administering any rate product specifically for data center customers (hereafter "Data Center Rate"), whether via broadly applicable tariff *or* as a unique pricing agreement under the Non-Standard Pricing Policy, SVCE shall adhere to the following guiding principles and objectives.

Principle 1: The SVCE Data Center Rate shall safeguard against cost-shifting from data center customers to other customers, and vice versa.

The Data Center Rate must:

A. Ensure Positive Customer Value Contribution

The rate shall be structured such that participating data center customers sufficiently and completely cover all incurred SVCE costs of serving their load and provide an appropriate contribution toward SVCE overall administrative costs, program costs, financial reserves, and other Board-authorized obligations.

The rate should:

- recover all variable and fixed costs associated with serving the customer;
- include administrative charges or equivalent mechanisms sufficient to ensure customer's fair contribution to SVCE decarbonization programs consistent with Board direction for all customers;
- maintain compliance with applicable clean-energy procurement requirements and Board-directed environmental objectives; and
- prevent any circumstance in which existing customers would subsidize the costs of serving data center load.

B. Protect SVCE and Existing Customers from Future Financial Risk

The rate shall be designed to protect SVCE and its existing customers from material financial harm resulting from customer departure, reduced load, delayed development, or non-performance.

The rate will include some elements from each of the following categories as required by California Assembly Bill 8323 (Zbur), and as deemed by SVCE to be sufficient to protect other customers:

- minimum participation terms;
- pre-funding of service agreement in the form of collateral, deposits, or other financial security requirements;
- minimum monthly billing provisions;
- early termination charges;
- cost-recovery mechanisms associated with committed power supply resources; and
- other provisions reasonably necessary to keep SVCE financially whole.

C. Preserve Separation from Existing Customer Assets and Obligations

The rate shall not allocate historical costs or benefits incurred or accrued before serving the customer or reserves contributions between Data Center Rate customers and existing customers.

To achieve this objective, the rate may:

- establish data center customers as a distinct rate category or customer class;
- utilize market-based or index-based pricing structures and those that reflect actual and contemporaneous costs;
- prohibit allocation of historical reserve balances, pre-payments, hedging positions, or prior procurement decisions; and
- ensure that costs and benefits are allocated to the customers responsible for creating them.

Principle 2: The Data Center Rate shall be applied consistently to customers that satisfy the established eligibility criteria.

The rate, under either a tariff or under the Non-Standard Pricing Policy, must include:

A. Clearly Defined Applicability Terms

SVCE shall establish objective and transparent eligibility criteria based on facility type, size, intended business purpose, and/or electric demand.

The terms shall:

- establish the site characteristics, physical infrastructure and equipment, and business use that defines the facility type as a ‘data center’;
- define the minimum qualifying load threshold;
- apply such threshold consistently across similarly situated customers; and

- avoid preferential treatment among customers meeting the same criteria.

B. Clearly Defined Timing Requirements

SVCE shall establish objective criteria governing when the Data Center Rate applies.

The rate will:

- apply to new customers commencing service once a Data Center Rate is in place;
- apply to existing facilities that subsequently grow beyond established thresholds; and
- establish reasonable transition provisions where necessary in cases where customer's load is migrated to the Data Center Rate from a previously established tariff or rate.

C. Consistent and Uniform Administration

SVCE shall administer the Data Center Rate in a manner that consistently applies eligibility standards and prevents circumvention of requirements.

To accomplish this objective, the terms should:

- clearly define all applicable terms and eligibility criteria;
- establish rules governing multiple meters, campuses, facilities, affiliates, or related entities operating as a single site;
- prevent artificial segmentation of load for the purpose of avoiding eligibility.

Principle 3: SVCE will serve qualifying data center load when doing so creates value for SVCE, the participating customer and the broader SVCE customer base.

The Data Center Rate shall be designed to maintain agency protections, non-data center customer protections and competitiveness as established under this Policy.

A. Promote Competitive Service

The rate should provide customers with transparent, predictable, and commercially reasonable pricing structures while meeting the rest of the principles for customer and agency protection.

B. Preserve Flexible Customer Solutions

SVCE may continue to offer alternative Board-authorized programs or customized pricing arrangements under the Non-Standard Pricing Policy such that those arrangements remain consistent with the principles established in this Policy.

III. Policy Compliance

Violations

Any known violations of this policy must be immediately reported to the Director of Customer Success, CEO, and General Counsel.

Cadence for Review

This Policy shall be reviewed at least every five (5) years and may be amended by the Board of Directors as required to reflect changes in law, market conditions, utility practices, or organizational objectives.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 5

Item 5:	**Staffing and Operations Presentation**
From:	Monica Padilla, CEO
Prepared by:	Nik Zanotto, Director of Operations Scott Wrigglesworth, Director of Risk Management and Analytics Chelsea Rawls, Senior Manager of Human Resources
Date:	11/13/2026

Staff will present information on a 2026 staffing assessment of Silicon Valley Clean Energy (SVCE).

ATTACHMENT

The presentation for this item has been posted to SVCE's website.