NEW ISSUE - BOOK-ENTRY ONLY **RATING: (SEE "RATING" HEREIN)**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to CCCFA, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. 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.

$1,234,720,000
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS

$1,084,720,000
SERIES 2021B-1 (GREEN BONDS)
(TERM RATE)

$150,000,000
SERIES 2021B-2 (GREEN BONDS)
(SIFMA 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 2021B-1 (Green Bonds) (Term Rate) (the "*Series 2021B-1 Bonds*") and its Clean Energy Project Revenue Bonds, Series 2021B-2 (Green Bonds) (SIFMA Index Rate) (the "*Series 2021B-2 Bonds*" and, together with the Series 2021B-1 Bonds, the "*Bonds*"), under a Trust Indenture between CCCFA and The Bank of New York Mellon Trust Company, N.A., 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 to and including July 31, 2031 (the "*Initial Interest Rate Period*"), the Series 2021B-1 Bonds will bear interest in a Term Rate Period and the Series 2021B-2 Bonds will bear interest in a SIFMA Index Rate Period, as shown on the inside cover page and described herein. During the Initial Interest Rate Period, interest on the Series 2021B-1 Bonds is payable semiannually on each February 1 and August 1, commencing February 1, 2022 and interest on the Series 2021B-2 Bonds is payable on the first Business Day of each month, commencing on the first Business Day of November 2021. The Bonds are subject to optional and extraordinary mandatory redemption during the Initial Interest Rate Period, and the Bonds of each Series maturing on February 1, 2052 are subject to mandatory tender for purchase on August 1, 2031 (the "*Mandatory Purchase Date*").

Proceeds of the Bonds will be used to prepay the costs of the acquisition of EPS Compliant Energy to be delivered over 30 years under a Prepaid Energy Sales Agreement (the "*Prepaid Energy Sales Agreement*"), between Morgan Stanley Energy Structuring, L.L.C., a Delaware limited liability company ("*MSES*" or the "*Energy Supplier*") and CCCFA. "*EPS Compliant Energy*" means three-phase, 60-cycle alternating current electric energy ("*Energy*") that a Project Participant (hereinafter defined) can contract for and purchase in compliance with the 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 such Project Participant. Pursuant to the Prepaid Energy Sales Agreement, MSES 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 Participants and make a Termination Payment upon any early termination of the Prepaid Energy Sales Agreement in whole or in part. Any such Termination Payment (defined herein) will be applied to the mandatory redemption of the Bonds in whole or in part, as applicable. The payment obligations of MSES under the Prepaid Energy Sales Agreement, including the Receivables Purchase Provisions therein, and the Interest Rate Swap and the payment obligations of Morgan Stanley Capital Group, Inc. ("*MSCG*") under the Debt Service Account Investment Agreement are unconditionally guaranteed by Morgan Stanley, a Delaware corporation ("*Morgan Stanley*").

CCCFA will sell all of the Prepaid Energy acquired under the Prepaid Energy Sales Agreement to East Bay Community Energy Authority ("*EBCE*") and Silicon Valley Clean Energy Authority ("*SVCE*" and, together with EBCE, the "*Project Participants*") under separate Power Supply Contracts (each a "*Power Supply Contract*" and collectively the "*Power Supply Contracts*") between CCCFA and each Project Participant. Under the terms of the Prepaid Energy Sales Agreement and the Power Supply Contracts, each Project Participant may assign its rights to the delivery of EPS Compliant Energy under existing and future power purchase agreements to Morgan Stanley Capital Group, Inc. ("*MSCG*") for ultimate delivery of such EPS Compliant Energy from such agreements to such Project Participant. Each Project Participant has entered into a limited assignment agreement relating to specific power purchase agreement(s) as of the Date of Delivery.

The Bonds have been designated "Green Bonds". See "DESIGNATION OF BONDS AS GREEN BONDS" and Second Opinion by Kestrel Verifiers set forth herein.

THE PAYMENT OF THE BONDS IS NOT GUARANTEED BY THE ENERGY SUPPLIER, MSCG, MORGAN STANLEY, THE UNDERWRITER, CCCFA OR ITS MEMBERS, OR THE PROJECT PARTICIPANTS. THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF CCCFA, THE MEMBERS OF CCCFA, THE PROJECT PARTICIPANTS, 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 Orrick, Herrington & Sutcliffe LLP, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for CCCFA by its General Counsel, for the Project Participants by Chapman and Cutler LLP; for the Energy Supplier by Haynes and Boone, 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 September 23, 2021.

Morgan Stanley

This Official Statement is dated September 9, 2021.

$1,234,720,000
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS AND CUSIP NUMBERS[1]

$1,084,720,000 SERIES 2021B-1 BONDS
(TERM RATE)

MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	CUSIP
08/01/2025	$ 3,200,000	4.000%	0.420%	13013JAA4
02/01/2026	2,890,000	4.000	0.540	13013JAB2
08/01/2026	2,530,000	4.000	0.600	13013JAC0
02/01/2027	3,000,000	4.000	0.700	13013JAD8
08/01/2027	2,640,000	4.000	0.780	13013JAE6
02/01/2028	3,110,000	4.000	0.940	13013JAF3
08/01/2028	2,895,000	4.000	0.980	13013JAG1
02/01/2029	3,230,000	4.000	1.110	13013JAH9
08/01/2029	2,880,000	4.000	1.160	13013JAJ5
02/01/2030	3,355,000	4.000	1.270	13013JAK2
08/01/2030	3,005,000	4.000	1.310	13013JAL0
02/01/2031	3,480,000	4.000	1.410	13013JAM8
08/01/2031	3,125,000	4.000	1.440(c)	13013JAN6

$4,000,000 2.00% Term Bond due February 1, 2052[2], Yield: 1.540%(c), CUSIP 13013JAQ9

$1,041,380,000 4.00% Term Bond due February 1, 2052[2], Yield: 1.540%(c), CUSIP 13013JAP1

$150,000,000 SERIES 2021B-2 BONDS
(SIFMA INDEX RATE)

MATURITY DATE	INDEX	APPLICABLE SPREAD[3]	CUSIP
February 1, 2052[2]	SIFMA Index	45 basis points	13013JAR7

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1 CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above have been provided by CUSIP Global Services, 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 The Bonds of each Series maturing on February 1, 2052 are required to be tendered for purchase on August 1, 2031.

3 With respect to the Series 2021B-2 Bonds, the Applicable Spread means the margin added to the SIFMA Municipal Swap Index to determine the SIFMA Index Rate. The Applicable Spread will remain constant for the duration of the initial SIFMA Index Rate Period. See "THE BONDS – *Series 2021B-2 Bonds*" herein.

(c) Priced to optional redemption on May 1, 2031.

The information contained in this Official Statement has been obtained from CCCFA, the Project Participants, the Energy Supplier, MSCG, 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.

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

1125 TAMALPAIS AVENUE
SAN RAFAEL, CA 94901

BOARD OF DIRECTORS

Nick Chaset, Chair

Girish Balachandran, Vice Chair

Garth Salisbury, Member

Tom Habashi, Member

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Michael Callahan, General Counsel

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Central Coast Community Energy

East Bay Community Energy Authority

Marin Clean Energy

Silicon Valley Clean Energy Authority

PROJECT PARTICIPANTS

East Bay Community Energy Authority

Silicon Valley Clean Energy Authority

GREEN BONDS REVIEWER

Kestrel Verifiers

BOND COUNSEL

Orrick Herrington & Sutcliffe LLP

PROJECT PARTICIPANTS' COUNSEL

Chapman and Cutler LLP

TRUSTEE

The Bank of New York Mellon Trust Company, N.A

FINANCIAL ADVISOR

PFM Financial Advisors LLC

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

OFFICIAL STATEMENT

$1,234,720,000
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS
SERIES 2021B

INTRODUCTION

This Official Statement, which includes the cover page and appendices attached hereto, contains information concerning (a) California Community Choice Financing Authority (*"CCCFA"*), (b) CCCFA's Clean Energy Project Revenue Bonds, Series 2021B-1 (Green Bonds) (Fixed Rate) (the "*Series 2021B-1 Bonds*") and CCCFA's Clean Energy Project Revenue Bonds, Series 2021B-2 (Green Bonds) (SIFMA Index Rate) (the "*Series 2021B-2 Bonds*" and, together with the Series 2021B-1 Bonds, the *"Bonds"*), being issued in the aggregate principal amount of $1,234,720,000 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 formed by the Project Participants, Marin Clean Energy, and Central Coast Community Energy, each a community choice aggregator organized and existing under the laws of the State of California (the *"State"*). CCCFA is organized and existing pursuant to the laws of the State with the power to issue the Bonds and enter into the transaction documents described herein. CCCFA is authorized to undertake all actions permitted by 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"*), including the purchase of the Prepaid Energy and the sale thereof to the Project Participants, 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.

The Bonds

The Bonds will be issued in two separate Series:

(a) $1,084,720,000 Clean Energy Project Revenue Bonds, Series 2021B-1 (Term Rate) (the *"Series 2021B-1 Bonds"*), and

(b) $150,000,000 Clean Energy Project Revenue Bonds, Series 2021B-2 (SIFMA Index Rate) (the *"Series 2021B-2 Bonds"*).

The Series 2021B-2 Bonds are sometimes referred to herein as the *"Index Rate Bonds."*

From their Initial Issue Date to and including July 31, 2031 (the *"Initial Interest Rate Period"*):

(a) the Series 2021B-1 Bonds will bear interest in a Term Rate Period, with interest payable semiannually on each February 1 and August 1, commencing February 1, 2022, and

(b) the Series 2021B-2 Bonds will bear interest at the SIFMA Index Rate in a SIFMA Index Rate Period, with interest payable on the first Business Day of each month, commencing on the first Business Day of November 2021,

all as shown on the inside cover page and as described herein. See "THE BONDS".

The Bonds are subject to optional redemption and extraordinary mandatory redemption during the Initial Interest Rate Period, and the Bonds maturing on February 1, 2052 are required to be tendered for purchase on August 1, 2031 (the *"Mandatory Purchase Date"*), which is the day following the end of the Initial Interest Rate Period. The Purchase Price of Bonds on the Mandatory Purchase Date is equal to the principal amount thereof and is payable in immediately available funds. Under the Indenture, a "Failed Remarketing" will occur if (a) there is a failure on the Mandatory Purchase Date to either (i) pay the Purchase Price of the Bonds required to be purchased on such date or (ii) redeem the Bonds in whole on such date (including from any funds required from an Assignment Payment to the Assignment Payment Fund) or (b) either (i) on the last day of the second calendar month preceding the Mandatory Purchase Date (i.e., the last day of the Initial Reset Period described below), CCCFA has not entered into a bond purchase agreement, firm remarketing agreement or similar agreement with respect to the remarketing or refunding of the Bonds, or (ii) the conditions described in (b)(i) are satisfied, but the Purchase Price of the Bonds required to be purchased on the Mandatory Purchase Date is not delivered into the Trust Estate by 12:00 noon, New York City time, on the fifth Business Day preceding the Mandatory Purchase Date. A Failed Remarketing will result in early termination of the Prepaid Energy Sales Agreement and the extraordinary redemption of the Bonds on the Mandatory Purchase Date. See "THE BONDS—*Redemption*" and "—*Tender—Mandatory Tender*".

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 The Bank of New York Mellon Trust Company, N.A., 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 Bonds and the Interest Rate Swap (hereinafter defined) are secured by a pledge of and lien on the Trust Estate established by the Indenture, which (among other things) includes CCCFA's rights under the Power Supply Contracts, the Revenues, any Termination Payment payable by the Energy Supplier under the Prepaid Energy Sales Agreement, CCCFA's rights under the Receivables Purchase Provisions and the Pledged Funds. 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 from the sale of Prepaid Energy under the Power Supply Contracts, Commodity Swap Receipts received under the CCCFA Commodity Swap and interest earnings on certain of the Funds and Accounts established by the Indenture. 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. The Indenture includes provisions for the application of various other amounts under 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 in the Debt Service Fund and a Commodity Swap Payment Fund and establishes the funding requirements therefor. Scheduled Debt Service Deposits are required to made into the Debt Service Account and will be invested pursuant to the Debt Service Account Investment Agreement described herein. See "SECURITY FOR THE BONDS—*Investment of Funds*".

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 Purchase Price or the Redemption Price of all Bonds on the Mandatory Purchase Date, assuming that MSES, or in the event of nonpayment by MSES, payment by Morgan Stanley pursuant to the Morgan Stanley Guarantees, and the Investment Agreement Provider pay and perform their respective contract obligations when due. Any failure to pay the purchase price or the Redemption Price of all of the Bonds on the Mandatory Purchase Date will result in an Event of Default under the Indenture. See "INVESTMENT CONSIDERATIONS" herein.

THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF CCCFA, THE MEMBERS OF CCCFA, THE STATE, THE PROJECT PARTICIPANTS, 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 Morgan Stanley Energy Structuring, L.L.C., a Delaware limited liability company (the *"Energy Supplier"* or *"MSES"*) and the sale thereof to the Project Participants as hereinafter described. The Clean Energy Project is structured to assist the Project Participants 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 a Project Participant will assign to the Energy Supplier, or to Morgan Stanley Capital Group Inc. *("MSCG"*), a portion of such 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 Green Attributes (as defined in APPENDIX B hereto), 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 such Project Participant under its Power Supply Contract. See "THE CLEAN ENERGY PROJECT".

The Prepaid Energy Sales Agreement, the Power Supply Contracts, the Investment Agreement, the Commodity Swaps, the Interest Rate Swap, the Indenture, the Receivables Purchase Provisions, the Bonds and related agreements have been structured so that, assuming timely performance and payment by the Energy Supplier, the Investment Agreement Provider and the Project Participants 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 Participants

CCCFA has entered into Power Supply Contracts (each a *"Power Supply Contract"* and collectively the *"Power Supply Contracts"*) for the sale of the Prepaid Energy with East Bay Community Energy Authority (*"EBCE"*) and Silicon Valley Clean Energy Authority (*"SVCE"*), each a joint powers authority and a community choice aggregator duly organized and existing under the laws of the State of California (each a *"Project Participant"* and collectively the *"Project Participants"*). See "COMMUNITY CHOICE AGGREGATORS" for certain information with respect to California community choice aggregators. During the Delivery Period, each 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 Sales Contracts, see "THE POWER SALES CONTRACTS". See APPENDIX A for certain information with respect to the Project Participants.

The Prepaid Energy Sales Agreement

General. During the Delivery Period, the Prepaid Energy Sales Agreement provides for the monthly delivery of the Prepaid Quantities of EPS Compliant Energy. To the extent the Assigned Quantities delivered under the Initially Assigned PPAs or any future Assigned PPA for any month is less than Prepaid Quantity for such month, CCCFA will be deemed to have requested for the Energy Supplier to remarket the portion of the Assigned Quantities not delivered and the Energy Supplier will be obligated to make a payment to CCCFA equal to the quantity of Assigned Energy not delivered multiplied by the applicable assigned price. Other than the Energy Supplier's remarketing 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 Agreement, MSES'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 PPAs. In the event of any expiration, termination or anticipated termination of the Initial Assigned Rights and Obligations, each Project Participant is required to use Commercially Reasonable Efforts to assign replacement Assigned Rights and Obligations to MSCG 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.**

Energy Remarketing. In the event Assigned Quantities equivalent to the Prepaid Quantities for any month are not delivered under an Assigned PPA, CCCFA will be deemed to have requested that the Energy Supplier remarket the portion of the Assigned Quantities not delivered, and the Energy Supplier will be obligated to make a payment to CCCFA equal to the quantity of Assigned Energy not delivered multiplied by the applicable index price (or the applicable fixed price with respect to Assigned Energy otherwise intended to be delivered to EBCE during the Initial EPS Energy Period). Any such remarketing will be treated as a purchase by the Energy Supplier for its own account and will constitute a private-business use sale, and the applicable Project Participant is 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 such sales within twelve months, MSES 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 applicable 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 a Project Participant exercises Commercially Reasonable Efforts to enter into such a limited assignment but is unable to do so, then, subject to certain conditions, MSES shall be obligated remarket Base Energy and purchase such Base Energy for its own account at the applicable index price, and the applicable Project Participant shall be obligated to use Commercially Reasonable Efforts to remediate the proceeds of such sales with other qualifying purchases of energy. Otherwise, to the extent that a Project Participant has not exercised commercially reasonable efforts to enter into a limited assignment agreement for the redelivery of EPS Compliant Energy under its Power Supply Contract, MSES is required to use Commercially Reasonable Efforts to remarket equivalent quantities of Base Energy to Municipal Utilities for a Qualifying Use at a net price not less than the Contract Price. See "THE PREPAID ENERGY SALES AGREEMENT – *Energy Remarketing*" and "THE POWER SUPPLY CONTRACTS – *Remarketing of Energy*".

Base Energy is not expected to be delivered during the Initial Reset Period.

Early Termination. Various termination events are specified in the Prepaid Energy Sales Agreement. Upon the occurrence of certain of these events, the Prepaid Energy Sales Agreement may be terminated by CCCFA or MSES, and upon the occurrence of certain other events including a Failed Remarketing, the Prepaid Energy Sales Agreement will terminate automatically. If the Prepaid Energy Sales Agreement is terminated, MSES will be required to pay a scheduled termination payment (the *"Termination Payment"*) to CCCFA. Any termination of the Prepaid Energy Sales Agreement will result in extraordinary mandatory redemption of the Bonds. The amount of the Termination Payment declines over time as MSES performs its Energy delivery obligations under the Prepaid Energy Sales Agreement.

The 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 a sum at least sufficient to pay the Redemption Price of the Bonds, assuming that the Energy Supplier and the Investment Agreement Provider pay and perform their contract obligations when due, or in the event of nonpayment by the Energy Supplier or the Investment Agreement Provider, payment by Morgan Stanley under the Morgan Stanley Guarantees. A payment 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 monthly Termination Payment during the initial Reset Period under the Prepaid Energy Sales Agreement is attached as APPENDIX I.

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 Participants under the Power Supply Contracts. Upon a payment default by either of the Project Participants, the Receivables Purchase Provisions require CCCFA to put, and require MSES, as Receivables Purchaser, to purchase the amount owed by the defaulting Project Participant (the *"Put Receivables"*) with a face value up to the amount due from such Project Participant for any two consecutive months. 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. See "SECURITY FOR THE BONDS—*Flow of Funds*".

See "THE PREPAID ENERGY SALES AGREEMENT—*Receivables Purchase Provisions*".

The Power Supply Contracts

The Power Supply Contracts provide for the sale to the Project Participants 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 month and MSES is otherwise unable to deliver make-up quantities of EPS Compliant Energy, Base Energy. Under the Power Supply Contracts, CCCFA has agreed to deliver, and the Project Participants have 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. In the event that the Energy Supplier is unable to remarket any such Base Energy, the Energy Supplier has agreed to purchase such Base Energy for its own account.

The payments required to be made under the Power Supply Contracts, 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 Participants under the Power Supply Contracts are payable solely from revenues of the Project Participants derived from their respective community choice aggregator power supply operations. Under the Power Supply Contracts, the Project Participants make payments directly to the Trustee for deposit into the Revenue Fund. See "THE POWER SUPPLY CONTRACTS".

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 Delivery 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 to the Project Participants under the Power Supply Contracts 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 January 2022 and ends on the last day of June 2031. See "The RE-PRICING AGREEMENT".

Interest Rate Swap

With respect to the Index Rate Bonds, CCCFA will enter into an interest rate swap agreement (the *"Interest Rate Swap"*) with MSES, as Interest Rate Swap Counterparty, in order to hedge its exposure to interest rate fluctuations on the Index Rate Bonds and match its payment obligations on the Index Rate 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 Index Rate Bonds at a fixed interest rate and will receive from MSES amounts corresponding to the principal amount of the Index Rate Bonds at a floating rate equal to the interest rates on the Index Rate 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 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 monthly notional quantities specified in the CCCFA Commodity Swap. Because the quantities of Prepaid Energy to be delivered to SVCE during the Initial EPS Energy Period will be sold at a fixed price, the notional quantities specified for each month of the Initial EPS Energy Period will correspond to the quantities of Prepaid Energy to be delivered to EBCE only, and will step-up to include the quantities to be delivered to SVCE as well following the expiration of the Initial EPS Energy Period (or earlier termination of the Initial Assigned Rights and Obligations of SVCE).

MSES Commodity Swap. MSES has entered into the MSES Commodity Swap with the same Commodity Swap Counterparty under which MSES pays a fixed price and the Commodity Swap Counterparty pays a floating price. The notional energy quantities under the MSES 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 MSES 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 swap counterparty is Royal Bank of Canada. 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."

Custodial Agreements. CCCFA will enter into a Custodial Agreement (the *"CCCFA Custodial Agreement"*), with the Commodity Swap Counterparty and the Custodian to administer payments under the CCCFA Commodity Swap. MSES will enter into a separate Custodial Agreement (the *"MSES Custodial*

Agreement," and together with the MSES Custodial Agreement, the *"Custodial Agreements"*), with the Commodity Swap Counterparty and the Custodian, to administer payments under MSES 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 MSES resulting from a failure of the Commodity Swap Counterparty to make payments to MSES under the MSES Commodity Swap. See "The Commodity Swaps—Custodial Agreements."

Morgan Stanley Guarantees

The payment obligations of MSES under the Prepaid Energy Sales Agreement, including the Receivables Purchase Provisions therein, and the Interest Rate Swap are unconditionally guaranteed by Morgan Stanley under a guarantee agreement (the "*Morgan Stanley Guarantee"*). See "THE PREPAID ENERGY SALES AGREEMENT—*Security*" and "THE INTEREST RATE SWAP—*Morgan Stanley Guarantee*". The payment obligations of MSCG under the Debt Service Account Investment Agreement are unconditionally guaranteed by Morgan Stanley under a separate guarantee agreement (the "*Morgan Stanley Investment Agreement Guarantee"*). The payment obligations of MSES under the MSES Commodity Swap are unconditionally guaranteed by Morgan Stanley under a separate guarantee agreement (the *"Morgan Stanley Commodity Swap Guarantee"*). See "THE COMMODITY SWAPS—*The MSES Commodity Swap*". The Morgan Stanley Guarantee, the Morgan Stanley Investment Agreement Guarantee and the Morgan Stanley Commodity Swap Guarantee are referred to collectively herein as the *"Morgan Stanley Guarantees."*

The Energy Supplier, MSCG and Morgan Stanley

The Energy Supplier is an indirect, wholly-owned subsidiary of Morgan Stanley. The Federal Energy Regulatory Commission (the *"FERC"*) has granted the Energy Supplier market-based rate authorization for wholesale sales of electric energy, capacity and ancillary services at market-based rates. The Energy Supplier is not registered with the Commodity Futures Trading Commission (the *"CFTC"*) in any capacity, does not engage in swap dealing activities, and does not provide advisory or structuring services relating to swaps. The payment obligations of the Energy Supplier under the Prepaid Energy Sales Agreement, the Interest Rate Swap and the MSES Commodity Swap are guaranteed by Morgan Stanley under the Morgan Stanley Guarantees.

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 provisionally registered as a swap dealer with the CFTC. The payment obligations of MSCG under the Debt Service Account Investment Agreement are guaranteed by Morgan Stanley under the Morgan Stanley Guarantees.

Morgan Stanley is a global financial services firm that, through its subsidiaries and affiliates, provides its 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 conducts its business from its headquarters in and around New York City, its regional offices and branches throughout the United States, and its principal offices in London, Tokyo, Hong Kong and other world financial centers.

See "THE ENERGY SUPPLIER, MSCG AND MORGAN STANLEY" and "THE PREPAID ENERGY SALES AGREEMENT—*Security*".

Certain Relationships

MSES, which is the Energy Supplier, the Receivables Purchaser, the counterparty to the MSES Commodity Swap and the Interest Rate Swap provider, and MSCG, which is the Investment Agreement Provider and assignee under the Assignment Agreements are indirect, wholly-owned subsidiaries of Morgan Stanley. The payment obligations of MSES under the Prepaid Energy Sales Agreement, the MSES Commodity Swap and the Interest Rate Swap, and MSCG under the Debt Service Account Investment Agreement are unconditionally guaranteed by Morgan Stanley.

Morgan Stanley & Co. LLC (*"MS&Co."*) is serving as the Underwriter of the Bonds. MS&Co. is a Delaware corporation (incorporated in 1969) and is a wholly-owned subsidiary of Morgan Stanley.

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, Morgan Stanley, the Commodity Swap Counterparty, the Project Participants and the Bonds, and summaries of certain provisions of the Indenture, the Power Supply Contracts, the Prepaid Energy Sales Agreement, the Commodity Swaps, the Receivables Purchase Provisions, the Re-Pricing Agreement, the Investment Agreements, the Interest Rate Swap, the Debt Service Account Investment Agreement, 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 Investment Agreements, the Interest Rate Swap, the Custodial Agreements, the Receivables Purchase Provisions 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 a 30-year supply of EPS Compliant Energy (the "*Prepaid Energy*") under a Prepaid Energy Sales Agreement between CCCFA and Morgan Stanley Energy Structuring, L.L.C., a Delaware limited liability company (the *"Energy Supplier"* or *"MSES"*) and the sale thereof to the Project Participants as hereinafter described. The term "*EPS Compliant Energy*" means three-phase, 60-cycle alternating current electric energy ("*Energy*") that a Project Participant can contract for and purchase in compliance with the 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 such Project Participant.

Pursuant to the Prepaid Energy Sales Agreement, the Energy Supplier is obligated to deliver specified quantities of Prepaid Energy to CCCFA each month (the *"Prepaid Quantities"*), make certain payments for any Prepaid Quantities not delivered, remarket Prepaid Quantities not taken by the Project Participants and make a Termination Payment upon any early termination of the Prepaid Energy Sales Agreement in whole or in part. Any such Termination Payment will be applied to the mandatory redemption of the Bonds in whole or in part, as applicable. The payment obligations of the Energy Supplier under the Prepaid Energy Sales Agreement, including the Receivables Purchase Provisions therein, are unconditionally guaranteed by Morgan Stanley (*"Morgan Stanley"*). For a summary of certain terms and provisions of the Prepaid Energy Sales Agreement, see "THE PREPAID ENERGY SALES AGREEMENT".

CCCFA has entered into Power Supply Contracts (each a *"Power Supply Contract"* and collectively the *"Power Supply Contracts"*) for the sale of the Prepaid Energy with East Bay Community Energy Authority (*"EBCE"*) and Silicon Valley Clean Energy Authority (*"SVCE"*), each a joint powers authority and a community choice aggregator duly organized and existing under the laws of the State of California (each a *"Project Participant"* and collectively the *"Project Participants"*). During the Delivery Period, each 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 Sales Contracts, see "THE POWER SALES CONTRACTS". See APPENDIX A for certain information with respect to the Project Participants.

Assignment of Power Purchase Agreements by the Project Participants

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 Participants both have 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 Participants 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 a Project Participant will assign to the Energy Supplier, or to Morgan Stanley Capital Group Inc. ("*MSCG*"), a portion of such 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

Green Attributes (as defined in APPENDIX B hereto), 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 CCFA under the Prepaid Energy Sales Agreement. CCCFA will then deliver such Assigned Energy and other Assigned Products to such Project Participant under its Power Supply Contract. Concurrent with the execution of the Prepaid Energy Sales Agreement and the Power Supply Contracts, each Project Participant has entered into a limited assignment agreement (each, an "*Assignment Agreement*") relating to a specific PPA (an *"Initially Assigned PPA"*) among such Project Participant, the Energy Supplier and MSCG, as seller under each Initially Assigned PPA, to assign the Assigned Rights and Obligations (the "*Initial Assigned Rights and Obligations*") to the Energy Supplier beginning January 1, 2022 and through December 31, 2024.

In the event of any expiration, termination or anticipated termination of Assigned Rights and Obligations under the Assigned PPAs, each 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. Each of the Project Participants 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 Participants, 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 a Project Participant, no termination payment other than payment for delivered Assigned Products will be required to be made by CCCFA, the Energy Supplier or MSCG.

Structure of the Clean Energy Project

The Prepaid Energy Sales Agreement, the Power Supply Contracts, the Investment Agreement, the Commodity Swaps, the Interest Rate Swap, the Indenture, the Receivables Purchase Provisions, the Bonds, the Debt Service Account Investment Agreement and related agreements have been structured so that, assuming timely performance and payment by the Energy Supplier, Morgan Stanley, the Investment Agreement Provider and the Project Participants 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 Participants under the Power Supply Contracts. In the event Assigned Quantities equivalent to the Prepaid Quantities are not delivered under the Assigned PPAs, and the Energy Supplier is unable to deliver make-up quantities of EPS Compliant Energy, the Energy Supplier is required to deliver equivalent quantities of Base Energy for remarketing. In the event the

Energy Supplier fails to deliver Base Energy for any reason, including *force majeure* events, it is required to pay certain specified amounts to CCCFA.

- Each Project Participant has agreed to pay for Prepaid Energy tendered for delivery under its Power Supply Contract at the Contract Price. In the event a 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 such Project Participant and to give notice to the Energy Supplier to follow the provisions of the Prepaid Energy Sales Agreement with respect to Prepaid Energy for which delivery has been suspended.

- In the event a Project Participant fails to pay for Prepaid Energy tendered for delivery by CCCFA or fails to pay damages for Prepaid Energy tendered by CCCFA and not taken, the Trustee is obligated to sell and MSES is obligated to purchase Put Receivables.

- In the event of a suspension of Prepaid Energy deliveries to a 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 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 under the terms of the Energy Supplier Custodial Agreement will pay the amount that the Energy Supplier paid under the corresponding Energy Supplier Commodity Swap (or in the event of termination of such Energy Supplier Commodity Swap, the amount that the Energy Supplier paid into the applicable custodial account as if such Energy Supplier Commodity Swap were still in effect), which such amount is held in custody, to CCCFA, and such payment will be treated as a Commodity Swap Receipt.

- If a Termination Event occurs under the Prepaid Energy Sales Agreement, the Energy Supplier is required to pay the scheduled Termination Payment to CCCFA, as further described below.

- MSCG, 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 Investment Agreement which, together with other Revenues, provide sufficient monies to CCCFA to pay debt service. The payment obligations of MSCG under the Debt Service Account Investment Agreement are guaranteed by Morgan Stanley under the Morgan Stanley Investment Agreement Guarantee.

In the event the Energy Supplier fails to perform its material obligations under the Prepaid Energy Sales Agreement, the Prepaid Energy Sales Agreement will terminate automatically in certain circumstances or CCCFA at its option may terminate the Prepaid Energy Sales Agreement in other circumstances. Upon any termination of the Prepaid Energy Sales Agreement, the Energy Supplier is required to pay the scheduled Termination Payment. The payment of the Termination Payment is guaranteed by Morgan Stanley under the Morgan Stanley Guarantee. In the event the Prepaid Energy Sales Agreement is terminated, the Series 2021B-1 Bonds are to be redeemed at their Amortized Value and the

Series 2021B-2 Bonds are to be redeemed at 100% of their principal amount (in each case plus accrued interest to the redemption date), regardless of reinvestment rates at the time. See "THE BONDS—*Redemption—Extraordinary Mandatory Redemption.*"

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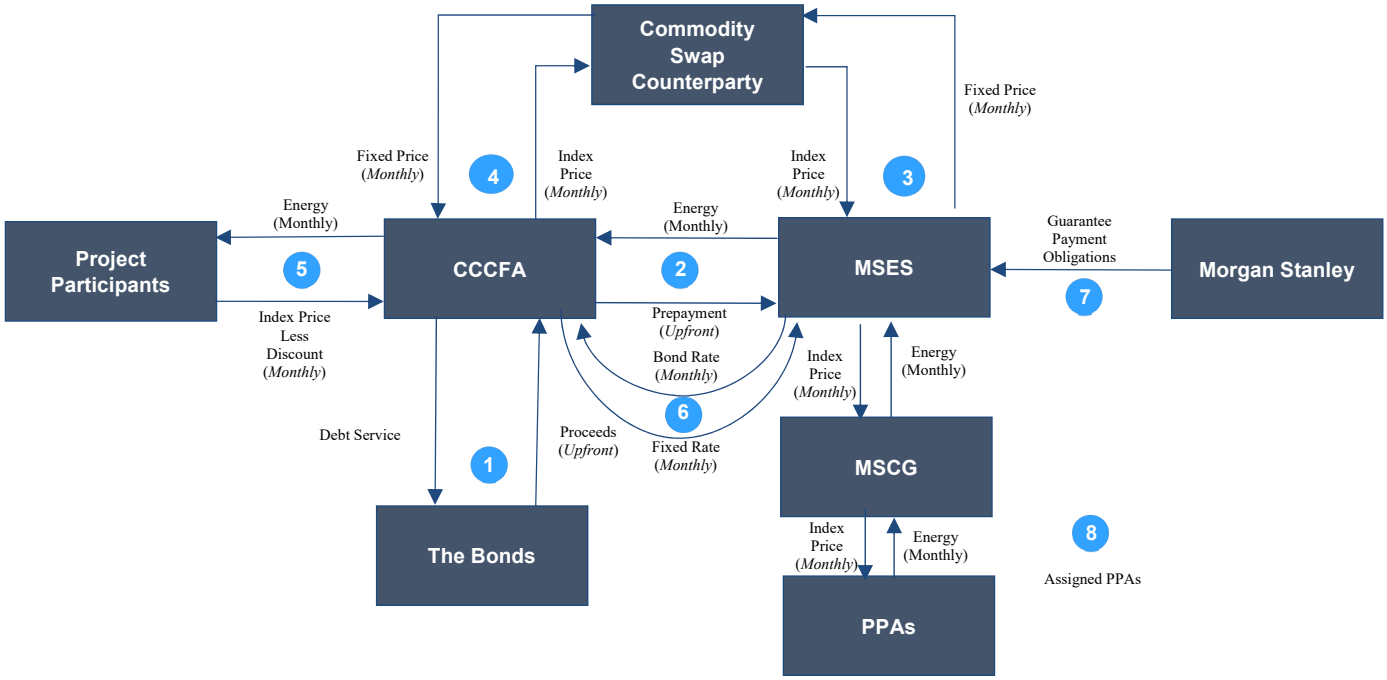
CLEAN ENERGY PROJECT TRANSACTION STRUCTURE



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 MSES for 30 years of Energy deliveries. Under the Prepaid Energy Sales Agreement, MSES will be obligated to (a) deliver specified hourly quantities of Energy each month to CCCFA for 30 years; (b) make payments for Energy that (i) is remarketed based on the applicable index price (or the applicable fixed price with respect to Assigned Energy otherwise intended to be delivered to SVCE during the Initial EPS Energy Period), or (ii) is not delivered based on replacement cost or the index price, whichever is higher; 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. **MSES Commodity Swap:** MSES enters into a Commodity Swap with the Commodity Swap Counterparty to facilitate MSES'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.

4. **CCCFA Commodity Swap:** CCCFA enters into a Commodity Swap with the Commodity Swap Counterparty to facilitate its ability to sell specified Energy quantities required to be delivered to the Project Participants at index prices, creating the economic effect of fixing the discount below the index (market) price at which Energy is sold to the Project Participants. CCCFA Commodity Swap enables CCCFA to sell prepaid quantities to the Project Participants at index prices while ensuring that the net revenues from Project Participant payments and 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 MSES Commodity Swap.

5. **Project Participants:** Under the Energy Supply Contract, CCCFA will sell to the Project Participants all of the Energy delivered by MSES on a pay-as-you-go basis at an index price (other than the Energy to be sold to SVCE during the Initial EPS Energy Period, which will be at a fixed 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. **Interest Rate Swap:** CCCFA will enter into the Interest Rate Swap with MSES under which it will pay a fixed rate and receive a floating rate with respect to the interest rate on the Index Rate Bonds, as described herein.

7. **MS Guarantees:** The payment obligations of MSES under the Prepaid Energy Sales Agreement and the MSES Commodity Swap will be guaranteed by Morgan Stanley.

8. **Assigned PPAs:** Each Project Participant is expected to assign its rights to receive EPS Compliant Energy under existing and future PPAs to MSES in order for MSES to meet its obligation to delivery EPS Compliant Energy to CCCFA under the Prepaid Energy Sales Agreement. To the extent a PPA is with MSCG, the Project Participants will assign the PPA to MSES.

The cumulative effect of the Prepaid Energy Sales Agreement, the CCCFA Commodity Swap, the Power Supply Contracts and related documents enables CCCFA to receive dependable Energy supplies at a discount below market prices for sale to the Project Participants. 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 Verifiers has determined that the Bonds are in conformance with the four core components of the ICMA Green Bond Principles, as described in Kestrel Verifiers' "Second Party Opinion", which is attached hereto as Appendix F.

Independent Second Party Opinion on Green Bond Designation and Disclaimer

For over 20 years, Kestrel Verifiers has been consulting in sustainable finance. Kestrel Verifiers, a division of Kestrel 360, Inc. is an Approved Verifier accredited by the Climate Bonds Initiative (CBI) and an Observer for the ICMA Green Bond Principles and Social Bond Principles. Kestrel Verifiers reviews transactions in all asset classes worldwide for alignment with ICMA Green Bond Principles, Social Bond Principles, Sustainability Bond Guidelines and the Climate Bonds Initiative Standards and criteria.

The Second Party Opinion issued by Kestrel Verifiers does not and is not intended to make any representation or give any assurance with respect to any other matter relating to the bonds. Designations by Kestrel Verifiers are not a recommendation to any person to purchase, hold, or sell the bonds and such labeling does not address the market price or suitability of these bonds for a particular investor and does not and is 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 Verifiers has assumed and relied upon the accuracy and completeness of the information made publicly available by CCCFA, the Project Participants, or that was otherwise made available to Kestrel Verifiers.

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. Neither Project Participant is obligated to make payments in respect of the debt service on the Bonds. The Project Participants are obligated only to purchase and pay for Prepaid Energy tendered for delivery by CCCFA at the Contract Price set forth therein. None of the Energy Supplier, MSCG nor Morgan Stanley is obligated to make debt service payments on the Bonds, and none of them has guaranteed payment of the Bonds.

Structure of the Clean Energy Project

The Prepaid Energy Sales Agreement, the Power Supply Contracts, the Investment Agreement, the Commodity Swaps, the Interest Rate Swap, the Indenture, the Receivables Purchase Provisions, the Bonds and related agreements have been structured so that, assuming timely performance and payment by the Energy Supplier, Morgan Stanley, the Investment Agreement Provider and the Project Participants 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. See "THE CLEAN ENERGY PROJECT – *Structure of the Clean Energy Project*".

In the event the Energy Supplier fails to perform its material obligations under the Prepaid Energy Sales Agreement, the Prepaid Energy Sales Agreement will terminate automatically in certain circumstances or CCCFA at its option may terminate the Prepaid Energy Sales Agreement in other circumstances. Upon any termination of the Prepaid Energy Sales Agreement, the Energy Supplier is required to pay the scheduled Termination Payment. The payment of the Termination Payment is guaranteed by Morgan Stanley under the Morgan Stanley Guarantee. In the event the Prepaid Energy Sales Agreement is terminated, the Series 2021B-1 Bonds are to be redeemed at their Amortized Value and the Series 2021B-2 Bonds are to be redeemed at 100% of their principal amount (in each case plus accrued interest to the redemption date), regardless of reinvestment rates at the time. See "THE BONDS— *Redemption—Extraordinary Mandatory Redemption."*

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) MSES under the Prepaid Energy Sales Agreement, including the Receivables Purchase Provisions therein, the MSES Commodity Swap and the Interest Rate Swap, (b) by MSCG as the Investment Agreement Provider under the Debt Service Account Investment Agreement, and (c) in the event of nonpayment by MSES or MSCG, Morgan Stanley under the Morgan Stanley Guarantees. 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 Interest Rate Swap, the Power Supply Contracts and, if applicable, the CCCFA Commodity Swaps.

The events and conditions that could result in either or both of (a) a default in the payment of Debt Service on the Bonds or (b) a Termination Event under the Prepaid Energy Sales Agreement, which will cause the extraordinary mandatory redemption of the Bonds, include items that may be within or outside the control of CCCFA or the Energy Supplier (or both), such as:

- failure by the Energy Supplier in the timely performance of its obligations under the Prepaid Energy Sales Agreement to make payments of replacement cost damages for Prepaid Energy not delivered and for any remarketed Base Energy;

- in the event of nonpayment by the Energy Supplier of its obligations under the Prepaid Energy Sales Agreement, the Receivables Purchase Provisions, the MSES Commodity Swap or the Interest Rate Swap, failure by Morgan Stanley in the timely payment of the guaranteed amounts under the Morgan Stanley Guarantees;

- the prospects and financial and operational performance of the Energy Supplier, MSCG and Morgan Stanley and their continuing ability to meet their respective obligations under the Prepaid Energy Sales Agreement, the MSES Commodity Swap, the Interest Rate Swap and the Morgan Stanley Guarantees, respectively, for their full terms;

- failure by MSES to purchase Put Receivables required to be sold by the Trustee and purchased by MSES pursuant to the Receivables Purchase Provisions in the event that a Project Participant fails to pay for Prepaid Energy tendered for delivery by CCCFA or fails to pay damages for Prepaid Energy tendered by CCCFA and not taken.

- failure by the Energy Supplier in the performance of its remarketing obligations with respect to any Base Energy under the Prepaid Energy Sales Agreement, including particularly its continuing ability to remarket Base Energy to Municipal Utilities;

- failure by the Commodity Swap Counterparty in the timely performance of its obligations under the CCCFA Commodity Swap and the MSES Commodity Swap combined with a failure in the timely performance and enforcement of the Energy Supplier Custodial Agreement;

- failure by the Energy Supplier and CCCFA in the timely performance of their respective obligations under the MSES Commodity Swap and the CCCFA Commodity Swap;

- the inability of the Energy Supplier and CCCFA to replace timely any Commodity Swap that has been terminated;

- failure by MSES or CCCFA in the timely performance of their respective obligations under the Interest Rate Swap; and

- failure by the Investment Agreement Provider to make timely payment of the required amounts due or payable under the Investment Agreement.

Upon early termination of the Prepaid Energy Sales Agreement, the Energy Supplier will be obligated to pay the scheduled Termination Payment. 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 a mandatory redemption of the Bonds on the Mandatory Purchase 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 Redemption Price of all Bonds on the Mandatory Purchase Date, assuming that the Energy Supplier and the Investment Agreement Provider pay and perform their contract obligations when due, or in the event of nonpayment by the Energy Supplier or the Investment Agreement Provider, payment by Morgan Stanley pursuant to the Morgan Stanley Guarantees. Any failure to pay the purchase price or the Redemption Price of all of the Bonds on the Mandatory Purchase Date will result in an Event of Default under the Indenture.

Energy Remarketing

The Energy Supplier must remarket any Base Energy required to be delivered under the Prepaid Energy Sales Agreement. In the event 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 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. See "INTRODUCTION – *Energy Remarketing*", "THE PREPAID ENERGY SALES AGREEMENT – *Energy Remarketing*", and "THE POWER SUPPLY CONTRACTS – *Remarketing of Energy*".

Base Energy is not expected to be delivered during the Initial Reset Period.

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.

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, Morgan Stanley, the Commodity Swap Counterparty, a 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 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 Contracts contain various covenants and agreements on the part of CCCFA, the Energy Supplier and the Project Participants that are intended to establish and maintain the tax-exempt status of the Bonds. CCCFA, the Energy Supplier and the Project Participants 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 Participants to comply with such covenants and agreements could, directly or indirectly, adversely affect the tax-exempt status of 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 a termination 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".

SECURITY FOR THE BONDS

The Indenture

The Bonds are secured under the Indenture solely by a pledge of and lien on the *"Trust Estate,"* which is defined in the Indenture to include (a) the proceeds of the sale of the Bonds, (b) all right, title and interest of CCCFA in, to and under the Power Supply Contracts, 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 pursuant thereto, (f) all right, title and interest of CCCFA in, to and under the Morgan Stanley Guarantee, (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.

The pledge of and lien on the Trust Estate in favor of the Bonds 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, including the first charge on the Revenues to pay Operating Expenses of the Project, and (y) a prior 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.

The term *"Revenues"* is defined in the Indenture to include (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 Contracts 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, (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; and (c) any Commodity Swap Receipts 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 Participants under a 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 Participants 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 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 any 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 Contracts; (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 Contracts; (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 incurred by CCCFA, 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 in this section under the heading "*Flow of Funds*", 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 DO NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF CCCFA, THE MEMBERS, THE PROJECT PARTICIPANTS, 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.

THE OBLIGATIONS OF THE PROJECT PARTICIPANTS TO MAKE PAYMENTS TO CCCFA UNDER THE POWER SUPPLY CONTRACTS ARE NOT, NOR SHALL THEY BE CONSTRUED AS, A GUARANTY OR ENDORSEMENT OF OR A SURETY FOR, THE BONDS. SUCH OBLIGATIONS OF THE PROJECT PARTICIPANTS ARE NOT GENERAL OBLIGATIONS OF THE PROJECT PARTICIPANTS AND ARE 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 PARTICIPANTS.

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. 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, 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 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);

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, however, that if a Project Participant's payment failure results in a Net Participant Shortfall Amount for such Month, the intent is that such payment failure be allocated between the amounts that otherwise would have been deposited to the Debt Service Fund and the Commodity Swap Payment Fund. Therefore, for any Month in which a Net Participant Shortfall Amount exists, the Trustee shall reduce the amount transferred under *second* above to the extent necessary such that the amount available for transfer under *third* above is not less than (a) the amount that would be required to fully fund the Commodity Swap Payments due for such Month, minus (b) the sum of all Net Participant Shortfall Amounts for such Month; and *provided further,* the amount required to be transferred to the Debt Service Account under *second* 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, the balance therein is below the cumulative Scheduled Debt Service Deposits for such month as specified in the Indenture, 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 a Power Supply Contract to any Project Participant that is in default thereunder, and (b) promptly give notice to the Energy Supplier to follow the remarketing provisions set forth in the Prepaid Energy Sales Agreement.

In each Month during which (a) there is a deposit of Revenues into the Revenue Fund and (b) payment of a Principal Installment is due, after making such transfers, credits and deposits as described in the first paragraph of this section "Flow of Funds," and after the applicable Principal Installment payment date, the Trustee shall credit to the General Reserve Fund the remaining balance in the Revenue 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 received

under the Prepaid Energy Sales Agreement, which is to be deposited directly into the Redemption Account, and (ii) any Interest Rate Swap Receipts, which are to be deposited into the Debt Service Account, all as provided in the Indenture.

Debt Service Fund - Debt Service Account

The amounts deposited into the Debt Service Account, including the Capitalized Interest Subaccount therein, 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 the Capitalized Interest Subaccount therein, will be 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, to pay the Redemption Price without penalty or market value adjustments.

The Capitalized Interest Subaccount of the Debt Service Account 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 the interest coming due on the Bonds and the Interest Rate Swap through March 1, 2022.

Administrative Fee Fund

All Project Administration Fees, together with any amounts paid by the Project Participants 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 each Project Participant, at its respective 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.

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 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

Other than the Bonds and any refunding bonds, no additional bonds or other obligations are authorized to be issued under the Indenture or for which payment is otherwise secured by a pledge or assignment of, or lien on, the Trust Estate.

Amendment of Indenture

CCCFA and the Trustee may, subject to the conditions and restrictions in the Indenture, enter into a Supplemental Indenture or Indentures without the consent of the Bondholders for certain purposes, and upon receipt of a Rating Confirmation if the Bonds affected by such change are rated by a Rating Agency. See *"Supplemental Indenture 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; provided, however, that guaranteed investment contracts, forward delivery agreements or similar agreements must be with providers that are rated (or whose financial obligations to the Issuer receive credit support from an entity rated) at least at the same credit rating level as the Energy Supplier (or if the Energy Supplier is not rated, the credit rating level of its guarantor). 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, the Issuer will enter into an investment agreement with MSCG with respect to the Debt Service Account, including the Capitalized Interest Subaccount therein (the "Debt Service Account Investment Agreement"). The Debt Service Account Investment Agreement constitutes a Debt Service Fund Agreement and a Qualified Investment under the Indenture, and the Issuer will assign to the Trustee certain of its rights and obligations under the Debt Service Account Investment Agreement.

MSCG was selected as the provider of the Debt Service Account Investment Agreement (the "Investment Agreement Provider") pursuant to a competitive bidding process. The payment obligations of MSCG under the Debt Service Account Investment Agreement will be guaranteed by Morgan Stanley.

The Debt Service Account Investment Agreement is documented under a 2002 ISDA Master Agreement and provides for scheduled payments to be made by the parties. Payments to MSCG will be made from the amounts scheduled to be deposited to the Debt Service Account and the Capitalized Interest Subaccount therein. Payments by MSCG are scheduled to return amounts to the Trustee in connection with the Bond Payment Dates. The Debt Service Account Investment Agreement provides for a fixed interest rate to be paid by MSCG on the amounts received, and extends for the term of the Initial Interest Rate Period.

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 Contracts. CCCFA has covenanted in the Indenture that it will 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.

CCCFA has also covenanted to exercise promptly its right to suspend all Energy deliveries under a 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 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 Election Notice (as defined in each 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 such Project Participant. See "THE RE-PRICING AGREEMENT".

CCCFA has further covenanted 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 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 CCCFA to collect Revenues in each Fiscal Year which, together with the other amounts available therefor, shall provide an amount sufficient to pay the amounts set forth in the Indenture. Under the Indenture, upon the satisfaction of certain conditions, including delivery of a Rating Confirmation 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 a 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 Contracts, (d) CCCFA Commodity Swap, (e) the Interest Rate Swap, and (f) the Morgan Stanley Guarantees. 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 for 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 Contracts.

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.

CCCFA Commodity Swap. Amounts due to CCCFA under the CCCFA Commodity Swap are payable directly to the Trustee. Pursuant to the Indenture, 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) 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 hedging 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 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 is then rated at least the lower of (a) the credit rating of the Energy Suppler or if the Energy Supplier is not rated, the guarantor of the Energy Supplier 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.

In the event that the CCCFA Commodity Swap is terminated by CCCFA and is not replaced (a) within the 120-day replacement period provided for in the Prepaid Energy Sales Agreement or (b) after six consecutive monthly payments have been received by CCCFA from the Custodian (instead of directly from

the Commodity Swap Counterparty), CCCFA has covenanted in the Indenture that it will exercise its right to terminate the Prepaid Energy Sales Agreement in accordance with its terms. Further, CCCFA has covenanted under the Indenture to terminate the CCCFA Commodity Swap (a) after 120 days if it is not receiving payments owed to it thereunder, or (b) after six consecutive monthly payments by the Custodian if CCCFA is receiving payments from the Custodian instead of directly from the Commodity Swap Counterparty, in order to replace both the CCCFA Commodity Swap and the MSES Commodity Swap.

Interest Rate Swap. Amounts due to CCCFA under the Interest Rate Swap are payable 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 at any time by delivering a Rating Confirmation to the Trustee. If the Interest Rate Swap is subject to termination by either party in accordance with its terms, then (A) CCCFA may 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.

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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	$1,234,720,000.00
Original Issue Premium	241,175,642.50
Total Sources	$1,475,895,642.50
USES:	
Deposit to Project Fund[1]	$1,468,132,494.53
Costs of Issuance[2]	7,763,147.97
Total Uses	$1,475,895,642.50

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.

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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

During the Initial Interest Rate Period, the Bonds will bear interest as described below.

Series 2021B-1 Bonds

During the Initial Interest Rate Period, the Series 2021B-1 Bonds will bear interest in a Term Rate Period, with the Series 2021B-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 2021B-1 Bonds will be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2022. During the Initial Interest Rate Period, interest on the Series 2021B-1 Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Series 2021B-2 Bonds

The Initial Interest Rate Period for the Series 2021B-2 Bonds will be a SIFMA Index Rate Period, and the Series 2021B-2 Bonds will bear interest at the SIFMA Index Rate determined as described below during the SIFMA Index Rate Period.

Interest Payments. Interest on each Series 2021B-2 Bond is payable on the first Business Day of each month, commencing with the first Business Day of November 2021, and on the Mandatory Purchase Date. Such interest shall be calculated on the basis of a 365- or 366-day year, as applicable, and the actual number of days elapsed.

Determination of the SIFMA Index Rate. At least one Business Day prior to the Initial Issue Date of the Series 2021B-2 Bonds, the SIFMA 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 first Index Rate Reset Date. Thereafter, (A) the SIFMA Index Rate shall be determined by the Calculation Agent by 4:00 p.m., New York City time, on each Wednesday or, if such Wednesday is not a Business Day on the next succeeding Business Day, 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 and shall be effective from an Index Rate Reset Date to but not including the following Index Rate Reset Date. Upon the written request of any Owner of Series 2021B-2 Bonds, the Trustee shall confirm the SIFMA Index Rate then in effect. All percentages resulting from any step in the calculation of interest on the Series 2021B-2 Bonds while in the SIFMA 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 the Series 2021B-2 Bonds will be rounded to the nearest cent (with one-half cent being rounded upward).

SIFMA Index Rate. The SIFMA Index Rate is a variable per annum rate of interest equal to the sum of (i) the SIFMA Index then in effect plus (ii) the Applicable Spread.

Applicable Spread. The Applicable Spread is the margin added to the SIFMA Index as shown on the inside cover page of this Official Statement for the Series 2021B-2 Bonds. The Applicable Spread shall remain constant for the duration of the SIFMA Index Rate Period.

SIFMA Index. "*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 Municipal Market Data 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 compliance with the Indenture.

Index Rate Reset Date. The Index Rate Reset Date for the SIFMA Index Rate applicable to the Series 2021B-2 Bonds 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.

Calculation Agent

The Bank of New York Mellon Trust Company, N.A. will be appointed by CCCFA as Calculation Agent for any Series 2021B-2 Bonds that are issued 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 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 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 Bonds 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 2021B-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 2021B-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.

Tender

Mandatory Tender. The Bonds of each Series maturing on February 1, 2052 are required to be tendered for purchase on August 1, 2031 (the *"Mandatory Purchase Date"*), which is the day following the end of the Initial Interest Rate Period. The Purchase Price of the Bonds on the Mandatory Purchase Date is equal to 100% of the principal amount thereof and 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 Issuer Purchase Account established by the Indenture. Accrued interest due on the Bonds on the Mandatory Purchase Date, which is an Interest Payment Date, shall be paid from amounts in the Debt Service Account.

The Purchase Price of each 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 this Indenture other than to receive payment of the Purchase Price thereof.

Failed Remarketing. Under the Indenture, a *"Failed Remarketing"* means, (a) with respect to the Bonds on any Mandatory Purchase Date, a failure to either (i) pay the Purchase Price of the Bonds required to be purchased on such date (including from any funds required from an Assignment Payment to the Assignment Payment Fund) or (ii) redeem such Bonds in whole on such date, or (b) with respect to the

Bonds (i) if, on the last day of the current Reset Period prior to a Mandatory Purchase Date, CCCFA has not entered into a bond purchase agreement, firm remarketing agreement or similar agreement with respect to the remarketing or refunding of the Bonds, or (ii) if the conditions of (b)(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 12:00 noon, New York City time, on the fifth Business Day preceding such Mandatory Purchase Date. A Failed Remarketing will result in early termination of the Prepaid Energy Sales Agreement and the extraordinary redemption of the Bonds on the Mandatory Purchase Date. In the case of a Failed Remarketing, an extraordinary mandatory redemption of the Bonds will have the same economic effect on Bondholders as a mandatory tender of the Bonds on the Mandatory Purchase Date.

No Optional Tender. The Bonds of each Series are ***not*** subject to optional tender by Bondholders during the Initial Interest Rate Period.

Redemption

Optional Redemption of Series 2021B-1 Bonds. The Series 2021B-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 May 1, 2031 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 2021B-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 earlier of the stated maturity date of such Series 2021B-1 Bond or the Initial Mandatory Purchase Date, discounted to the date of redemption on a semiannual basis at a discount rate equal to the Applicable Tax-Exempt Municipal Bond Rate (described below) for such Series 2021B-1 Bonds minus 0.25% per annum, and

(b) the Amortized Value thereof (described below);

in each case plus accrued and unpaid interest to the date of redemption.

The Series 2021B-1 Bonds maturing on or after the Initial Mandatory Purchase Date 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 on or after May 1, 2031 at a Redemption Price equal to the Amortized Value thereof as of the first day of the month of redemption (expressed as a percentage of the principal amount of the Series 2021B-1 Bonds to be redeemed), as follows:

	REDEMPTION PRICE		
REDEMPTION PERIOD		2.000%	4.000%
(DATES INCLUSIVE)	2031 MATURITY	2052 MATURITY	2052 MATURITY
5/1/2031 to 5/31/2031	100.634%	100.112%	100.608%
6/1/2031 to 6/30/2031	100.422	100.074	100.405
7/1/2031 to 7/31/2031	100.211	100.037	100.202

in each case plus accrued and unpaid interest to the date of redemption.

In lieu of redeeming the Series 2021B-1 Bonds pursuant to this provision, 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 2021B-1 Bonds on the applicable redemption date at a Purchase Price equal to the applicable Redemption Price of such Series 2021B-1 Bonds. Any Series 2021B-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 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 Municipal Market Data at least one Business Day and not more than fifteen Business 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 Municipal Market Data and is available to its subscribers through its internet address: www.tm3.com. In calculating the Applicable Tax-Exempt Municipal Bond Rate, should Municipal Market Data 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 Advisors and is available to its subscribers through its internet address: www.mma-research.com. In the further event Municipal Market Advisors 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.

"Amortized Value" means, with respect to Series 2021B-1 Bond to be redeemed during the Initial Interest Rate Period, the principal amount of such Series 2021B-1 Bond multiplied by the price of such Bond expressed as a percentage, calculated based on the industry standard method of calculating bond prices (as such industry standard prevailed on the date such Series 2021B-1 Bond began to bear interest at its current Term Rate), with a delivery date equal to the date of redemption of such Series 2021B-1 Bond, a maturity date equal to the earlier of (a) the stated maturity date of such Bond or (b) the Term Rate Tender Date and a yield equal to such Series 2021B-1 Bond's original reoffering yield on the date such Series 2021B-1 Bond began to bear interest at its current Term Rate (as set forth on the inside cover page of this Official Statement) which, in the case of the initial Term Rate Period for the Series 2021B-1 Bonds and certain dates, produces the amounts for all of the Series 2021B-1 Bonds set forth in the Indenture, *provided that* in the case of an optional redemption of the Series 2021B-1 Bonds on or after May 1, 2031, the Amortized Value shall be determined as of the first day of the month of redemption (expressed as a percentage of the principal amount of the Series 2021B Bonds to be redeemed). The Amortized Value of the Bonds as of certain dates during the Initial Interest Rate Period is shown on Appendix H.

Optional Redemption of Index Rate Bonds. The Series 2021B-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 Initial Mandatory Purchase Date for the Series 2021B-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 2021B-2 Bonds pursuant to this provision, 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 2021B-2 Bonds on the applicable redemption date at a Purchase Price equal to the applicable Redemption Price of such Series 2021B-2 Bonds. Any Series 2021B-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, which redemption date in the case of a Failed Remarketing will be the same day as the current Mandatory Purchase Date, at the following Redemption Prices: (a) in the case of the Series 2021B-1 Bonds, the Amortized Value thereof, and (b) in the case of the Series 2021B-2 Bonds, 100% of the principal amount thereof, plus, in each case, accrued and unpaid interest to the redemption date. See Appendix H for a schedule showing the Redemption Price (excluding accrued interest) of all of the 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 fifth business day preceding a Mandatory Purchase Date if an amount equal to the Purchase Price of the Bonds that are subject to such Mandatory Purchase Date has not been deposited with the Trustee and (y) in all other cases, not more than five 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, not less than 30 days prior to the redemption date in the case of mandatory sinking fund redemption or optional redemption of the Series 2021B-1 Bonds, and not less than 15 days prior to the redemption date in the case of mandatory sinking fund redemption or optional redemption of the Series 2021B-2 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.

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 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 a mandatory tender 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 the provisions of the Indenture relating to mandatory tender on such Mandatory Purchase Date rather than redeemed.

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. On any redemption date, the Redemption Price of each Bond to be redeemed will become due and payable, and from and after such date, notice having been given and moneys available solely for such redemption being on deposit with the Trustee in accordance with the provisions of the Indenture governing redemption of such Bonds, then, notwithstanding that any Bonds called for redemption may not have been surrendered, no further interest will accrue on any of such Bonds. From and after such date of redemption (such notice having been given and moneys available solely for such redemption being on deposit with the Trustee), the Bonds to be redeemed will not be deemed to be Outstanding under the Indenture.

Partial Redemption of Bonds. If less than all of the Bonds of a 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 purchase price of the Bonds that mature on February 1, 2052 that is payable on the Mandatory Purchase Date (August 1, 2031).

YEAR ENDING AUGUST 1	PRINCIPAL AMOUNT	INTEREST	TOTAL
2022		$ 39,029,418	$ 39,029,418
2023		45,618,800	45,618,800
2024		45,618,800	45,618,800
2025	$ 3,200,000	45,618,800	48,818,800
2026	5,420,000	45,433,000	50,853,000
2027	5,640,000	45,214,000	50,854,000
2028	6,005,000	44,986,200	50,991,200
2029	6,110,000	44,743,600	50,853,600
2030	6,360,000	44,496,700	50,856,700
2031	6,605,000	44,239,800	50,844,800
TOTAL	$39,340,000	$444,999,118	$484,339,118

As of the Mandatory Purchase Date, $1,195,380,000 principal amount of the Bonds will remain outstanding and the Bonds outstanding are required to be purchased pursuant to mandatory tender.

THE PREPAID ENERGY SALES AGREEMENT

Purchase and Sale

Under the Prepaid Energy Sales Agreement, the Energy Supplier agrees to deliver EPS Compliant Energy in the monthly quantities 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 Delivery Period is approximately 9.1 million MWh.

For discussion of the Contract Price, see "THE POWER SUPPLY CONTRACTS — *Pricing Provisions*".

Delivery of Prepaid Energy

Assigned Energy. Assigned Energy delivered under the Prepaid Energy Sales Agreement shall be Scheduled for delivery to and receipt 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 Participants will assign the Initially Assigned PPAs, as described under "– *Assignment of Power Purchase Agreements*" below, for delivery of Assigned Energy equal to the Prepaid Energy required to be delivered by the Energy Supplier during the term of such assignments.

Base Energy. If the Assigned Energy for any month is less than the quantity of Prepaid Energy required to be delivered that month, 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.

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 Participants under the Power Supply Contracts. The aggregate average monthly quantity of Prepaid Energy to be delivered under the Prepaid Energy Sales Agreement during the Initial Reset Period is approximately 79,580 MWh, of which EBCE comprises approximately 54% and SVCE comprises approximately 46% each month.

Assignment of Power Purchase Agreements

Each Project Participant has assigned its respective Initial Assigned Rights and Obligations to the Energy Supplier. The Assigned Energy during the Initial EPS Energy Periods will be delivered from a portfolio of carbon free resources that includes large hydroelectric facilities located in Washington State and Idaho as well as generation from wind farms located in Washington State and Montana. The Initially Assigned PPAs allow for MSCG to add additional carbon free resources, upon written notice to the applicable Project Participant in order to meet the guaranteed minimum delivery obligations thereunder.

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 "— *Energy Remarketing*."

Base Energy. Because CCCFA will have prepaid for all Energy to be delivered under the Prepaid Energy Sales Agreement, the Energy Supplier will be required to pay CCCFA for all Base Energy that the Energy Supplier fails to deliver or CCCFA fails to receive for any reason, including events of *force majeure*. The amount the Energy Supplier is required to pay is equal to the quantity that was not delivered or received multiplied by a price that is determined in a manner depending upon the reason for such failure:

- If the Energy Supplier fails to deliver Base Energy for reasons other than *force majeure* or action or inaction by CCCFA, such quantity is referred to herein as a "*Shortfall Quantity*," and the Energy Supplier is required to pay the higher of (a) the replacement price paid by CCCFA, or (b) the Day-Ahead Market Price applicable to the Hour and the Delivery Point for which the Shortfall Quantity arose, plus in either case an administrative fee of

\$0.50/MWh. In such event, CCCFA will cause the Project Participant to exercise Commercially Reasonable Efforts to mitigate damages paid by the Energy Supplier under the Prepaid Energy Sales Agreement.

- If CCCFA fails to receive all or any portion of Base Energy for reasons other than *force majeure,* for which CCCFA has previously issued a Remarketing Notice in accordance with the Prepaid Energy Sales Agreement, CCCFA shall be deemed to have issued a Deemed Remarketing Notice with respect to such portion.

- If either the Energy Supplier fails to deliver all or any portion of Base Energy or CCCFA fails to receive all or any portion of Base Energy due to events of *force majeure*, the Energy Supplier is required to pay the applicable Contract Index Price for such portion of Base Energy.

The "Contract Index Price" is the day-ahead market price for the delivery point specified in the Prepaid Energy Sales Agreement. See "THE POWER SUPPLY CONTRACTS — *Pricing Provisions*". **Base Energy is not expected to be delivered during the Initial Reset Period.**

Energy Remarketing

In the event Assigned Quantities equivalent to the Prepaid Quantities for any month are not delivered under an Assigned PPA, CCCFA will be deemed to have requested for the Energy Supplier to remarket the portion of the Assigned Quantities not delivered and the Energy Supplier will be obligated to make a payment to CCCFA equal to the quantity of Assigned Energy not delivered multiplied by the applicable index price (or the applicable fixed price with respect to Assigned Energy otherwise intended to be delivered to EBCE during the Initial EPS Energy Period). Any such remarketing will be treated as a purchase by the Energy Supplier for its own account and will constitute a private-business use sale, and the applicable Project Participant is 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 such sales within twelve months, MSES 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 applicable 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 Project Participant exercises Commercially Reasonable Efforts to enter into a limited assignment agreement for the redelivery of EPS Compliant Energy under its Power Supply Contract and (ii) the Project Participant is not in default under its Power Supply Contract, then:

- MSES shall be obligated remarket Base Energy and purchase such Base Energy for its own account at the applicable index price;

- the applicable 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 applicable Project Participant has not remediated the proceeds of such sales within twelve months, MSES is required to use Commercially Reasonable Efforts to remediate such proceeds through Qualifying Sales to Municipal Utilities.

To the extent that a Project Participant (i) has not exercised commercially reasonable efforts to enter into a limited assignment agreement for the redelivery of EPS Compliant Energy under its Power Supply Contract, (ii) is in default under its Power Supply Contract or (iii) has experienced a loss of Energy load such that it has insufficient demand for Prepaid Quantities, then:

- MSES is required to use Commercially Reasonable Efforts to remarket equivalent quantities of Base Energy to Municipal Utilities for a Qualifying Use at a net price not less than the Contract Price; and

- to the extent MSES cannot remarket such quantities to Municipal Utilities for a Qualifying Use, it is required to purchase such quantities for its own account.

Remarketing Non-Default Termination Event

MSES is required to use Commercially Reasonable Efforts to remarket Base Energy first in Qualifying Sales and next in non-private business sales. If MSES 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 will purchase such Base Energy for its own account.

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 fixed price per MWh under the Prepaid Energy Sales Agreement (or such higher amount determined by Bond Counsel) or a limit of 10% of the original quantity of Energy purchased under the Prepaid Energy Sales Agreement (or such higher amount determined by 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 Remarketing Non-Default Termination Event will be deemed to have occurred and the Prepaid Energy Sales Agreement will terminate automatically on the 90th day after such event unless CCCFA and MSES (a) (i) agree to reduce the daily quantity of energy purchased each month, (ii) take the actions necessary to remediate the necessary amount of the Bonds pursuant to their optional redemption provisions, and (iii) deliver to the Trustee amendments to the Prepaid Energy Sales Agreement, Power Supply Contracts and Commodity Swaps reflecting the corresponding reduction in Energy quantities, as well as revisions to certain schedules of the Indenture, an accountant's verification, a Favorable Opinion of Bond Counsel and a Rating Confirmation, or (b) Bond Counsel otherwise provides an opinion that such event has not affected the tax-exempt status of the interest on the Bonds. The limits described above are mandated by certain tax requirements and are subject to increase based on revised tax requirements as well as any bond remediations undertaken by CCCFA outside of a termination of the Prepaid Energy Sales Agreement.

Payment Provisions

The prepayment from CCCFA to MSES 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 MSES or CCCFA thereunder

(for example, as a result of remarketing or failure to deliver by MSES), such amount will be due to the other party on or before the 25th or 22nd day, respectively, of the month following the month in which such amount accrues.

Force Majeure

Each of CCCFA and MSES are excused from their respective obligations to receive and deliver Energy under the Prepaid Energy Sales Agreement to the extent prevented by force majeure, defined generally as any cause not within the reasonable control of the party claiming an excuse to its obligations and to include any declaration of force majeure by a PPA Seller. Excuses to performance include such events as natural disasters, curtailment of electricity transmission, government actions, and strikes. MSES is required to pay to CCCFA the Day Ahead Index Price (or the Assigned Fixed Price during the Initial EPS Energy Period) with respect to any Prepaid Quantities not delivered due to force majeure.

Assignment

Neither party may assign its rights under the Prepaid Energy Sales Agreement without the other party's 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) MSES may assign the Prepaid Energy Sales Agreement to an affiliate of MSES; *provided* that (i) the Morgan Stanley Guarantee continues to apply to the obligations of such assignee or (ii) the assignee provides CCCFA with a parent guarantee and a Rating Confirmation, which assignment constitutes a novation; and *provided* that MSES may not assign its rights under the Prepaid Energy Sales Agreement unless, contemporaneously with the effectiveness of such assignment, MSES also assigns the MSES Commodity Swap and the MSES Custodial Agreement to the same assignee.

CCCFA has certain rights to cause MSES to novate the Prepaid Energy Sales Agreement as of the commencement of a new Reset Period. Upon any such novation, neither MSES nor Morgan Stanley will have any obligations (contingent or otherwise) or be required to make any payment under any of the transaction documents described above, the Morgan Stanley Guarantee or otherwise, other than obligations that would have existed or payments that would have been required (or guaranteed) had the Prepaid Energy Sales Agreement terminated as of the end of the last Reset Period that commenced prior to such novation (the *"Assignment Payment"*).

Termination

CCCFA will have the right to terminate the Prepaid Energy Sales Agreement prior to the expiration of the term under the following circumstances:

- MSES's failure to pay when due any amounts owed to CCCFA pursuant to the Prepaid Energy Sales Agreement within two Business Days after receiving notice of a late payment, unless Morgan Stanley has made such payment under the Morgan Stanley Guarantee;
- MSES's insolvency or bankruptcy;
- any representation or warranty made by MSES in the Prepaid Energy Sales Agreement is proven to have been incorrect in any material respect when it was made;
- any interpretation, enactment or change or amendment to any governmental approval or law occurring after the effective date of the Prepaid Energy Sales Agreement that results or would result in the performance of any obligation of MSES to deliver energy or CCCFA to receive energy under the Prepaid Energy Sales Agreement being prohibited or unlawful; or
- the Interest Rate Swap is terminated by CCCFA.

MSES will have the right to terminate the Prepaid Energy Sales Agreement prior to the expiration of the term under the following circumstances:

- CCCFA's failure to pay when due any amounts owed to MSES within five Business Days after receiving notice of a late payment;
- CCCFA's insolvency or bankruptcy;
- any representation or warranty made by CCCFA in the Prepaid Energy Sales Agreement is proven to have been incorrect in any material respect when it was made;
- any interpretation, enactment or change or amendment to any governmental approval or law occurring after the effective date of the Prepaid Energy Sales Agreement that results or would result in the performance of any obligation of MSES to deliver energy or CCCFA to receive energy under the Prepaid Energy Sales Agreement being prohibited or unlawful;
- if each of the Project Participants makes a Remarketing Election for a Reset Period; or
- if all of the Power Supply Contracts have been terminated or are otherwise no longer in effect.

The Prepaid Energy Sales Agreement will automatically terminate prior to the expiration of the term under the following circumstances:

- the failure to replace, within 120 days, either the CCCFA Commodity Swap or the MSES Commodity Swap if the CCCFA Commodity Swap is terminated for any reason or

termination occurs automatically under the CCCFA Commodity Swap as a result of an event of default or a termination event thereunder;

- the failure to replace, within 120 days, the MSES Commodity Swap or the CCCFA Commodity Swap if the MSES Commodity Swap is terminated for any reason or termination occurs automatically under the MSES Commodity Swap as a result of an event of default or a termination event thereunder;

- designation by MSES of an early termination date under the Interest Rate Swap;

- a Failed Remarketing has occurred;

- both (a) Morgan Stanley has delivered a termination notice of the Morgan Stanley Guarantee, and (b) no novation of the Prepaid Energy Sales Agreement has been effected (as described under THE PREPAID ENERGY SALES AGREEMENT—*Assignment*" above) prior to the end of the Initial Reset Period or the then-current Reset Period during which such termination notice was delivered, in which case the Prepaid Energy Sales Agreement will terminate as of the end of the Initial Reset Period or the then-current Reset Period, as applicable;

- the Morgan Stanley Guarantee ceases to be in full force or 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 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; or

- the occurrence of a Remarketing Non-Default Termination Event (as described under "THE PREPAID ENERGY SALES AGREEMENT—*Remarketing Non-Default Termination Event*" above) and either (a) CCCFA and MSES fail to take the remedial actions required by the Prepaid Energy Sales Agreement or (b) CCCFA has not received an Opinion of Bond Counsel to the effect that such event has not affected the tax-exempt status of the Bonds, in either case within 90 days after the Remarketing Non-Default Termination Event has occurred.

Termination Payment

If the Prepaid Energy Sales Agreement is terminated before the expiration of its stated term for any reason, MSES will be required to pay a scheduled Termination Payment to CCCFA. The Termination Payment schedule is generally based on the unamortized portion of the prepayment proceeds that were received by MSES. The 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 a sum at least sufficient to pay the Redemption Price of the Bonds, assuming that MSES and MSCG, as Investment Agreement Provider, pay and perform their respective contract obligations when due. See APPENDIX I for a schedule showing the Termination Payment due by month during the Initial Interest Rate Period.

Security

MSES's payment obligations under the Prepaid Energy Sales Agreement are unconditionally guaranteed by Morgan Stanley under the Morgan Stanley Guarantee.

The Morgan Stanley Guarantee will expire or terminate, as applicable, on the earliest of (i) the last day of the Delivery Period under the Prepaid Energy Sales Agreement, (ii) the earlier termination of the Prepaid Energy Sales Agreement, and (iii) the last day of the Initial Reset Period or any Reset Period if Morgan Stanley delivers a termination notice to CCCFA, *provided that* the Morgan Stanley Guarantee will continue in full force and effect with respect to MSES's accrued payment obligations under the Prepaid Energy Sales Agreement. An election by Morgan Stanley to terminate the Morgan Stanley Guarantee (without a novation of the Prepaid Energy Sales Agreement and certain other contracts as described under "THE PREPAID ENERGY SALES AGREEMENT—*Assignment*") is an automatic termination event under the Prepaid Energy Sales Agreement as of the end of the Initial Reset Period or the then-current Reset Period and will result in the extraordinary mandatory redemption of the Bonds as described under "THE BONDS—Redemption—*Extraordinary Mandatory Redemption*."

Receivables Purchase Provisions

General. Pursuant to the Receivables Purchase Provisions of the Prepaid Energy Sales Agreement, MSES has agreed to purchase from CCCFA the rights to payment of net amounts owed by the Project Participants under the Power Supply Contracts (the *"Put Receivables"*). CCCFA is required to sell and MSES is required to purchase Put Receivables under the circumstances described below under *"Put Receivables."*

Put Receivables. Upon a payment default by any Project Participant under its Power Supply Contract, CCCFA shall put to MSES and MSES shall purchase Put Receivables with a face value equal to the amount of the non-payment by such Project Participant. CCCFA shall exercise its put option by delivering notice (the *"Put Option Notice"*) to MSES on the 21st day of the Month (or, if the 21st is not a Business Day, then on the next Business Day of the Month) in 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 MSES (collectively, the *"Put Identified Receivables"*).

THE INTEREST RATE SWAP

General

With respect to the Index Rate Bonds, CCCFA will enter into the Interest Rate Swap in order to hedge its exposure to interest rate fluctuations on such Index Rate Bonds and more closely match its payment obligations on such Index Rate Bonds with its expected Revenues from payments under the Power Supply Contracts 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, MSES, 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 Index Rate 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 Index Rate 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)(iii) (Credit Support Default), 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)(iii), 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 the Interest Rate Swap Counterparty's obligation to make payments hereunder and (b) automatically upon the occurrence of an early termination of the Prepaid Energy Sales Agreement.

THE RE-PRICING AGREEMENT

General

CCCFA and MSES will enter into the Re-Pricing Agreement which provides for determination of Interest Rate Periods for the Bonds subsequent to the Initial Interest Rate Period and the corresponding Reset Periods. The Initial Reset Period under the Prepaid Energy Sales Agreement and the Power Supply Contracts begins on January 1, 2022 and ends on the last day of June 2031. 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 Contracts include 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 US Dollars per MWh) for sales of Energy to the Project Participants under the Power Supply Contracts during each Reset Period.

In the event that the Available Discount for any Reset Period is less than the Minimum Discount specified in the Power Supply Contracts (which includes both monthly discounts and any annual rebates), each Project Participant may elect not to take its contract quantities of Energy during the Reset Period, and to have such Energy remarketed for the duration of the Reset Period (a *"Remarketing Election"*) by giving notice of such election to CCCFA. Any Energy that is covered by a Remarketing Election will be remarketed in accordance with the provisions of the Indenture and the Prepaid Energy Sales Agreement. In the event that both Project Participants make Remarketing Elections with respect the Energy to be delivered during a Reset Period, MSES will have the right to terminate the Prepaid Energy Sales Agreement by notice to CCCFA. See "THE PREPAID ENERGY SALES AGREEMENT—*Energy Remarketing*" and "—*Termination*".

THE ENERGY SUPPLIER, MSCG AND MORGAN STANLEY

Set forth below is certain information regarding the Energy Supplier, MSCG 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 or Morgan Stanley obligated to pay any amounts owed in respect of the Bonds.

MSES. The Energy Supplier is an indirect, wholly-owned subsidiary of Morgan Stanley. The FERC has granted the Energy Supplier market-based rate authorization for wholesale sales of electric energy, capacity and ancillary services. The Energy Supplier is not registered with the CFTC in any capacity, does not engage in swap dealing activities, and does not provide advisory or structuring services relating to swaps. The payment obligations of the Energy Supplier under the Prepaid Energy Sales Agreement, the Interest Rate Swap and the MSES Commodity Swap are guaranteed by Morgan Stanley under the Morgan Stanley Guarantees described herein.

MSCG. 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 provisionally registered as a swap dealer with the CFTC. The payment obligations of MSCG under the Debt Service Account Investment Agreement are guaranteed by Morgan Stanley under the Morgan Stanley Guarantees described herein.

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, "BBB+" by S&P, and "A" by Fitch.

Morgan Stanley has provided the Morgan Stanley Guarantee to CCCFA pursuant to which it guarantees the Energy Supplier's payment obligations under the Prepaid Energy Sales Agreement and the Interest Rate Swap. Morgan Stanley has provided the Morgan Stanley Investment Agreement Guarantee to CCCFA pursuant to which it guarantees MSCG's payment obligations under the Debt Service Account Investment Agreement. Morgan Stanley has also provided the Morgan Stanley Commodity Swap Guarantee to the Commodity Swap Counterparty pursuant to which it guarantees the Energy Supplier's payment obligations to the Commodity Swap Counterparty under the MSES Commodity Swap. Under no circumstance is the Energy Supplier or Morgan Stanley obligated to pay any amounts owed in respect of the Bonds.

THE POWER SUPPLY CONTRACTS

General

Under each 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.

Each 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.

For information regarding the Project Participants, see APPENDIX A.

Pricing Provisions

Contract Price. For each MWh of Prepaid Energy delivered to a Project Participant, the Project Participant shall pay CCCFA the applicable Contract Price. With respect to SVCE and the Initial EPS Energy Period, *"Contract Price"* means (i) the Assigned Fixed Price minus (ii) the Monthly Discount. For EBCE, and for SVCE following the Initial EPS Energy Period, "*Contract Price*" means (A) the Day-Ahead Average Price for the Month in which Energy is delivered, minus (B) the Monthly Discount. The Contract Price for Assigned Energy is inclusive of any amounts due in respect of other Assigned Products. The *"Initial EPS Energy Period"* with respect to a Project Participant is defined in the Prepaid Energy Sales Agreement as the period corresponding the term of the assignment made by such Project Participant under its the Initially Assigned PPA. The *"Assigned Fixed Price"* during such period is defined as the fixed price payable under the applicable Assigned PPA.

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, inclusive of applicable fees, not less than the Contract Price. See "THE PREPAID ENERGY SALES AGREEMENT — *Energy Remarketing*".

Through the Clean Energy Project, the Project Participants anticipate realizing a discount to existing fixed price contract price or to market Energy prices. No assurance can be given as to the total actual discounts the Project Participants will realize.

Project Administration Fee

Under the Power Supply Contracts, the Project Participants are required to pay to CCCFA annually a Project Administration Fee in an amount equal to their respective proportionate shares of the Operating Expenses budgeted by CCCFA for the coming year, and to pay such additional amounts as and when required in the event amounts on deposit in the Administrative Fee Fund are at any time insufficient to Operating Expenses then due or which have accrued and will become payable prior to the next annual payment date of the Project Administration Fee. The Project Administration Fee and such other amounts are payable to the Trustee on behalf of CCCFA and required to be deposited in the Administrative Fee Fund and applied by the Trustee to pay Operating Expenses upon receipt of an invoice therefor from CCCFA.

Assignment of Power Purchase Agreements

General. Concurrently with the execution of its Power Supply Contract, each Project Participant will assign the Initial Assigned Rights and Obligations to the Energy Supplier for delivery under the Prepaid Energy Sales 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, each Project Participant shall exercise Commercially Reasonable Efforts to assign the Assigned Rights and Obligations under one or more Assigned PPAs, subject to MSCG's consent thereto, and MSCG has the right to consent to, pursuant to which the Project Participant is purchasing EPS Compliant Energy and associated attributes, and MSCG will be obligated to sell and deliver Assigned Energy it receives under all Assigned Rights and Obligations to the Energy Supplier pursuant to the Energy Management Agreement, and the Energy Supplier will be obligated to deliver such EPS Compliant 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 Participants*".

Failure to Obtain EPS Compliant Energy. To the extent an EPS Energy Period terminates or expires and the Project Participant and the Energy Supplier 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 – *Energy Remarketing*" and "THE POWER SUPPLY CONTRACTS – *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 Energy. 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). 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 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

CCCFA has agreed to provide annual refunds to the Project Participants from amounts available for distribution pursuant to the Indenture. In determining the amount of such refunds, 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 Participants

Operating Expense. Each 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 expenses and a cost of purchase Energy and (b) that in any future bond issue, swap, or other financial transaction undertaken in connection with its electric system, it will not pledge or encumber its revenues through a gross revenue pledge or in any other way which creates a prior or superior obligation to its obligation to make payments under the Power Supply Contract.

Maintenance of Rates and Charges. Each 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 payable under its Power Supply Contract and to maintain required reserves.

Qualifying Use. Each 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 tax counsel to CCCFA may provide from time to time that are reasonably necessary to enable CCCFA to maintain the tax-exempt status of interest on the Bonds. Without limiting the foregoing, each Project Participant has further agreed to sell or otherwise 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 a Project Participant remarkets the Energy it receives under the Power Supply Contract in a manner that does not comply with the Qualifying Use Requirements due to fluctuations in its commodity needs, 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. Each Project Participant further agrees to provide monthly reports to CCCFA with respect to the quantity of proceeds from sales of Energy that were sold in a transaction that does not comply with the Qualifying Use Requirements and that have not been remediated by applying such proceeds to purchase Energy that are used in compliance with the Qualifying Use Requirements. The amount of any such unremediated proceeds will be entered on the ledger system maintained by MSES under the Prepaid Energy Sales Agreement.

Priority Energy. Each Project Participant agrees to purchase and receive the Base Energy and Assigned Quantities 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) Base Energy and Assigned Quantities, 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 each 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 quantities of Assigned Energy are not delivered to a 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 — *Energy Remarketing*". Neither of the Project Participants 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

In the event the Project Participant does not require all or any portion of its contract quantity under its Power Supply Contract as a result of (i) insufficient demand by its retail customers, or (ii) a change in Law, the Project Participant may request that the Energy Supplier sell such portion of Base Energy or Assigned Energy as required under the Prepaid Energy Sales Agreement. Under the Prepaid Energy Sales Agreement, CCCFA arranges for sales through the Energy Supplier in accordance with the remarketing provisions and procedures set forth in that agreement. 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 — *Energy Remarketing*".

Force Majeure

Except with regard to a party's obligation to make payments 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 failure was caused 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, and such failure continues for more than thirty days (in the case of the CCCFA) or more than fifteen days (in the case of the Project Participant) following the receipt of written notice thereof.

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 certain grace periods; 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 the non-defaulting party 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 to the remedies described above, during the existence of any 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, as 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) unless otherwise agreed to by CCCFA, payment in advance by the Project Participant at the beginning of each month (for such time period as CCCFA deems appropriate) of 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.

In the event of any default, the non-defaulting party may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance.

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 pursuant to by the members thereof, those being the Project Participants (East Bay Community Energy and Silicon Valley Clean Energy), Marin Clean Energy and Central Coast Community Energy (each, a "*Founding Member*" and, together with any 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;

(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. CCCF 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 may appoint a part-time or full-time General Manager and may appoint one or more part-time or full-time Assistant General Managers. The General

Manager would be 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. The Board has not appointed a General Manager or Assistant General Manager. CCCFA's current management team consists of Garth Salisbury as Treasurer-Controller and Michael Callahan as General Counsel.

Future CCCFA Projects

CCCFA has no other bonds outstanding but may issue future bonds to purchase prepaid electricity supplies for sale to participating municipal utilities, with the revenues from such sales pledged to the payment of such bonds. Such revenues will not be pledged, nor may such revenues be used, to pay amounts due with respect to the Bonds.

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, 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

Each of the Project Participants 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 Participants.

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.

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, over a 30 year term, 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. Because the quantities of Prepaid Energy to be delivered to SVCE during the Initial EPS Energy Period will be sold at a fixed price, the notional quantities specified for each month during the Initial EPS Energy Period are equivalent to the quantities of Prepaid Energy to be delivered to EBCE only, and following the Initial EPS Energy Period (or earlier termination of the Initial Assigned Rights and Obligations of SVCE), such notional quantities will step-up to include the quantities of Prepaid Energy to be delivered to SVCE as well.

Under the CCCFA Commodity Swap, for each calendar month that the relevant floating price of Energy is greater than the fixed price specified in a CCCFA Commodity Swap, CCCFA will be obligated

to pay to the Commodity Swap Counterparty an amount equal to (x) the difference between the floating price and the fixed price multiplied by (y) a notional quantity equal to the quantity of Prepaid Energy scheduled to be delivered during such month by the Energy Supplier under the Prepaid Energy Sales Agreement. If the fixed price specified in the CCCFA Commodity Swap is greater than the relevant floating price of Prepaid Energy for a month, the Commodity Swap Counterparty will be obligated to pay CCCFA an amount equal to (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 month 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 Swaps.

MSES Commodity Swap

The Energy Supplier has entered into a comparable MSES 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. The Energy Supplier's payment obligations to the Commodity Swap Counterparty under the MSES Commodity Swap will be guaranteed under the Morgan Stanley Commodity Swap Guarantee.

Form of Commodity Swaps

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.

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 the 25th day of the month (or next Business Day) the calendar month following the month to which the applicable day-ahead market prices relate.

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 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 MSES agrees to pay 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 if the MSES Commodity Swap is terminated for certain reasons.

Automatic Termination of Both Commodity Swaps. The termination of the Prepaid Energy Sales Agreement for any reason would result in the automatic termination of both the CCCFA Commodity Swap and the MSES Commodity Swap; provided that, in the case of certain termination events for which MSES is the defaulting party under the Prepaid Energy Sales Agreement, MSES, 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 in the then-current Reset Period (a "*Termination Fee*").

Automatic Termination of the CCCFA Commodity Swap. MSES's delivery of notice designating an early termination date under the MSES Commodity Swap results in the automatic termination of the CCCFA 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:

- the affected 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 MSES Custodial Agreement following the Commodity Swap Counterparty's failure to pay any amounts when due; *provided, however,* a termination event will not occur (a) due to CCCFA's failure to pay on or before the 120th day after notice of such failure is given to CCCFA (*provided, however*, if CCCFA did not, for any reason, receive payment for sufficient Put Receivables to avoid such payment failure, then on the third Business Day after notice of such failure is given to CCCFA), or (b) due to the Commodity Swap Counterparty's failure to pay on or before the third Business Day after notice of such failure is given to the Commodity Swap Counterparty;

- a representation made by the defaulting party proves to have been incorrect or misleading in any material respect;

- if a party becomes subject to certain insolvency events;

- if the defaulting party or its credit support provider participates in a merger or similar business combination (or, additionally, if such party is CCCFA, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, CCCFA) and (a) the surviving entity does not assume the obligations of such party or its credit support provider under the CCCFA Commodity Swap**,** (b) the benefits of any credit support document fail to extend (without the consent of the other party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under the CCCFA Commodity Swap, or (c) in the case of CCCFA, the Trust Estate is no longer available for the satisfaction of such surviving entity's obligations to the Commodity Swap Counterparty under the CCCFA Commodity Swap;

- if performance or receipt of performance of the CCCFA Commodity Swap becomes illegal for either party, such party would have the right to terminate the CCCFA Commodity Swap;

- if a party becomes (or parties become) obligated to pay additional tax indemnification amounts or will receive payments that are lessened by tax indemnification amounts because of changed laws or corporate changes, including by way of merger or similar business

combination, to a party, the party or parties impacted by the need for such additional payments or the receipt of reduced payments will have the right to terminate the CCCFA Commodity Swap unless the other party agrees to waive such indemnification requirement for increased payments or indemnifies the party for any reduced payments;

- if the affected party participates in a merger or similar business combination and the creditworthiness of the surviving entity is materially weaker than the original party;

- (a) any withdrawal of the Commodity Swap Counterparty's Credit Rating or (b) any reduction in the Commodity Swap Counterparty's Credit Rating below "Baa3" by Moody's or below "BBB-" by S&P, where *"Commodity Swap Counterparty's Credit Rating"* means the credit rating assigned by the applicable rating agency to the Commodity Swap Counterparty's senior, unsecured long-term debt obligations (not supported by third party credit enhancements;

- if certain provisions of the Prepaid Energy Sales Agreement related to termination of the Prepaid Energy Sales Agreement or the Receivables Purchase Provisions are modified without the Commodity Swap Counterparty's consent;

- CCCFA fails to promptly exercise its right to suspend all energy deliveries under a Power Supply Contract to any Project Participant that fails to pay when due any amounts owed to CCCFA thereunder;

- if the Indenture is modified in breach of the Commodity Swap Counterparty's consent rights under the Indenture and such breach is not cured within 10 days of notice to the Commodity Swap Counterparty; and

- upon CCCFA's receipt of notice from MSES designating an early termination date under the MSES Commodity Swap.

An event of default also exists for a party's failure to comply with or perform any agreement or obligation under the CCCFA Commodity Swap other than payment obligations, except that such event does not give the non-defaulting party the right to designate an early termination date pursuant to the CCCFA Commodity Swap or to assert a claim for monetary damages as a result of such event of default. Such an event of default permits the non-defaulting party to pursue such equitable remedies, including specific performance, as may be available to it.

Elective Termination of the MSES Commodity Swap. Each of the following events of default or termination events would provide the non-defaulting 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 the MSES Commodity Swap if it is not cured within the applicable cure period:

- the defaulting party's failure to pay amounts due to the other party under the MSES Commodity Swap;

- the defaulting party's failure to comply with or perform any agreement or obligation under the MSES Commodity Swap other than payment obligations;

- if MSES, the Commodity Swap Counterparty or Morgan Stanley fails to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with the Credit Support Annex executed as part of the MSES Commodity Swap or the Morgan Stanley Commodity Swap Guarantee, as applicable (each of the Credit Support Annex and Morgan Stanley Commodity Swap Guarantee, a "*Credit Support Document*"), or the expiration or termination of a Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect (in either case other than in accordance with their terms) prior to the satisfaction of all obligations of such party under the MSES Commodity Swap without the written consent of the other party, or MSES, the Commodity Swap Counterparty or Morgan Stanley disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, any such Credit Support Document;

- a representation made by the defaulting party proves to have been incorrect or misleading in any material respect;

- subject to a threshold, any payment default or default which results in acceleration of indebtedness by the defaulting party any indebtedness but (a) excluding with respect to Commodity Swap Counterparty deposits received in the ordinary course of banking business and (b) including MSES's obligations under the Receivables Purchase Provisions to purchase Put Receivables;

- if a party becomes subject to certain insolvency events;

- if the defaulting party participates in a merger or similar business combination and the surviving entity does not assume the obligations under the MSES Commodity Swap, or the benefits of a credit support document fail to extend to the performance of the defaulting party under the MSES Commodity Swap;

- if performance or receipt of performance of the MSES Commodity Swap becomes illegal for either party, such party would have the right to terminate the MSES Commodity Swap;

- if a party becomes (or parties become) obligated to pay additional tax indemnification or will receive payments that are lessened by tax indemnification amounts because of changed laws or corporate changes, including by way of merger or similar business combination, to a party, the party or parties impacted by the need for such additional payments or the receipt of reduced payments will have the right to terminate the MSES Commodity Swap unless the other party agrees to waive such indemnification requirement for increased payments or indemnifies the party for any reduced payments;

- if the affected party participates in a merger or similar business combination and the creditworthiness of the surviving entity is materially weaker than the creditworthiness of the original party;

- (a) any withdrawal of the Commodity Swap Counterparty's Credit Rating or (b) any reduction in the Commodity Swap Counterparty's Credit Rating below "Baa3" by Moody's or below "BBB-" by S&P, with "Commodity Swap Counterparty's Credit

Rating" having the meaning described above under *"Elective Termination of the CCCFA Commodity Swap"*;

- if certain provisions of the Prepaid Energy Sales Agreement related to termination of the Prepaid Energy Sales Agreement or the Receivables Purchase Provisions are modified without the Commodity Swap Counterparty's consent, provided that, in such case MSES, in addition to previously accrued unpaid amounts, shall owe the Commodity Swap Counterparty a Termination Fee;

- MSES may at its election deliver a notice of termination designating an early termination date under the MSES Commodity Swap, subject to the condition that the CCCFA Commodity Swap must terminate effective as of the same date (provided that, if no other Event of Default or Termination Event has occurred with respect to the Swap Counterparty, then MSES, in addition to previously accrued unpaid amounts, shall owe the Commodity Swap Counterparty a Termination Fee); and

- if the rights and obligations of MSES under the Prepaid Energy Sales Agreement are assigned to another entity and such entity's obligations under the Prepaid Energy Sales Agreement are not guaranteed by a Morgan Stanley guarantee, unless either (a) the Commodity Swap Counterparty consents to such assignment or (b) all of MSES's rights and obligations under the MSES Commodity Swap are assigned and novated to another entity pursuant to the MSES Commodity Swap; provided that, in the case of a termination due to an assignment that fails to comply with the foregoing requirements, MSES, in addition to previously accrued unpaid amounts, shall owe the Commodity Swap Counterparty a Termination Fee. See "THE PREPAID ENERGY SALES AGREEMENT—*Assignment*" above.

Custodial Agreements

The Energy Supplier will enter into a Custodial Agreement (the *"Energy Supplier Custodial Agreement"*), with the Commodity Swap Counterparty and The Bank of New York Mellon Trust Company, N.A., as Trustee and as custodian (in such capacity, the *"Custodian"*), to administer payments under the MSES Commodity Swaps. CCCFA will enter into a Custodial Agreement, dated as of the initial issue date of the Bonds (the *"CCCFA Custodial Agreement,"* and together with the Energy Supplier Custodial Agreement, the *"Custodial Agreements"*), with the Commodity Swap Counterparty and the Custodian, 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 MSES Commodity Swap.

Payments made by the Energy Supplier under the MSES Commodity Swap will be made to a custodial account maintained by the Custodian under the Energy Supplier Custodial Agreements. Such amounts will not be released until the Custodian has received confirmation that the amount payable to CCCFA by the Commodity Swap Counterparty under the CCCFA Commodity Swap for such month has been paid. If the Commodity Swap Counterparty does not make a required payment under a 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 MSES Commodity Swap (which such 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 MSES Commodity Swap terminates, the Energy Supplier will continue to make payments to the custodial account as if such MSES 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. The amount in the custodial account 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 MSES Commodity Swap for such month has been paid. If the Commodity Swap Counterparty does not make a required payment under the MSES 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 such amount is held in custody) to the Energy Supplier. Additionally, if a 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.

Royal Bank of Canada (referred to in this section as *"Royal Bank"*) is a Schedule I bank under the *Bank Act* (Canada), which constitutes its charter and governs its operations. Royal Bank's corporate headquarters are located at Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J5, Canada, and its head office is located at 1 Place Ville Marie, Montreal, Quebec, H3B 3A9, Canada.

Royal Bank is a global financial institution with a purpose-driven, principles-led approach to delivering leading performance. Our success comes from the 88,000+ employees who leverage their imaginations and insights to bring our vision, values and strategy to life so we can help our clients thrive and communities prosper. As Canada's biggest bank, and one of the largest in the world based on market capitalization, we have a diversified business model with a focus on innovation and providing exceptional experiences to our 17 million clients in Canada, the U.S. and 27 other countries.

Royal Bank had, on a consolidated basis, as at July 31, 2021, total assets of C$1,693.5 billion (approximately US$1,357.0 billion[1]), equity attributable to shareholders of C$96.2 billion (approximately US$77.1 billion[1]) and total deposits of C$1,084.9 billion (approximately US$869.0 billion[1]). The foregoing figures were prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and have been extracted and derived from, and are

qualified by reference to, Royal Bank's unaudited Interim Condensed Consolidated Financial Statements included in its quarterly Report to Shareholders for the fiscal period ended July 31, 2021.

The senior long-term debt[2] of Royal Bank has been assigned ratings of A (stable outlook) by S&P Global Ratings, A2 (stable outlook) by Moody's Investors Service and AA- (stable outlook) by Fitch Ratings. The legacy senior long-term debt[3] of Royal Bank has been assigned ratings of AA- by S&P Global Ratings, Aa2 by Moody's Investors Service and AA by Fitch Ratings. Royal Bank's common shares are listed on the Toronto Stock Exchange, the New York Stock Exchange and the Swiss Exchange under the trading symbol "RY." Its preferred shares are listed on the Toronto Stock Exchange.

On written request, and without charge, Royal Bank will provide a copy of its most recent publicly filed Annual Report on Form 40-F, which includes audited Consolidated Financial Statements, to any person to whom this Official Statement is delivered. Requests for such copies should be directed to Investor Relations, Royal Bank of Canada, by writing to 200 Bay Street, South Tower, Toronto, Ontario, M5J 2J5, Canada, or by calling (416) 955-7802, or by visiting rbc.com/investorrelations[4].

The delivery of this Official Statement does not imply that there has been no change in the affairs of Royal Bank since the date hereof or that the information contained or referred to herein is correct as at any time subsequent to its date.

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1 As at July 31, 2021: C$1.00 = US$0.801

2 Includes senior long-term debt issued on or after September 23, 2018 which is subject to conversion under the Canadian Bank Recapitalization (Bail-in) regime.

3 Includes senior long-term debt issued prior to September 23, 2018 and senior long-term debt issued on or after September 23, 2018 which is excluded from the Bail-in regime.

4 This website URL is an inactive textual reference only, and none of the information on the website is incorporated in this Official Statement.

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, 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 not previously entered into a continuing disclosure undertaking 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.

Project Participants. Pursuant to the Power Supply Contracts, the Project Participants have agreed to provide to CCCFA certain annual operating and financial information, which information will enable CCCFA to comply with the Undertaking. Failure of a Project Participants 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 Swaps, the Receivables Purchase Provisions, the Investment Agreements, the Custodial Agreements, the Indenture, or the pledge of the Trust Estate under the Indenture.

The Project Participants report that there is no litigation pending or, to their knowledge, threatened against it questioning or in any manner affecting the validity or enforceability of the Power Supply Contracts.

NO FINANCIAL STATEMENTS

CCCFA was formed in 2021, and consequently CCCFA has not yet produced audited financial statements. Pursuant to the Undertaking described under "CONTINUING DISCLOSURE" above, CCCFA has agreed to file its audited financial statements, commencing with its audited financial statements for its fiscal year ended December 31, 2021, on the MSRB's EMMA system described above.

FINANCIAL ADVISOR

PFM Financial Advisors LLC (the *"Financial Advisor"*) has served as financial advisor to CCCFA in connection with 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 Swaps. 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 $1,469,554,316.28 (representing the principal amount of the Bonds, plus original issue premium of $241,175,642.50, less Underwriter's discount of $6,341,326.22). 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, which is also the Receivable Purchaser, the Interest Rate Swap Counterparty and a party to the MSES Commodity Swap, and MSCG, which is the Investment Agreement Provider, are wholly owned indirect subsidiaries of Morgan Stanley. The payment obligations of the Energy Supplier under the Prepaid Energy Sales Agreement, the MSES Commodity Swap and the Interest Rate Swap and the payment obligations of MSCG under the Debt Service Account Investment Agreement are unconditionally guaranteed by Morgan Stanley under the Morgan Stanley Guarantees. The Underwriter of the Bonds, Morgan Stanley & Co. LLC, is also a wholly owned subsidiary of Morgan Stanley.

None of the Energy Supplier, MSCG nor Morgan Stanley has guaranteed or is responsible for the payment of the Bonds. The obligations of the Energy Supplier and MSCG and, by virtue of the Morgan Stanley Guarantees, Morgan Stanley are limited to those set forth in the Prepaid Energy Sales Agreement, the MSES Commodity Swap, the Interest Rate Swap and the Debt Service Account Investment Agreement. None of the Energy Supplier, MSCG nor Morgan Stanley takes any responsibility for the information set forth in this Official Statement other than the information relating to the Morgan Stanley Guarantees set forth under the captions "INTRODUCTION—*Morgan Stanley Guarantees*", "THE PREPAID ENERGY SALES AGREEMENT—*Security*", "THE INTEREST RATE SWAP—*Morgan Stanley Guarantee*" and "THE COMMODITY SWAPS—*The MSES Commodity Swap*" and under the heading "THE ENERGY SUPPLIER AND MORGAN STANLEY".

RATING

Moody's Investors Service, Inc. has assigned a municipal bond rating of "A1" 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

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to CCCFA, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. 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. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX E hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. CCCFA has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, , as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel 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 ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of CCCFA, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. CCCFA has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend CCCFA or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than CCCFA and its appointed counsel, such as the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which CCCFA legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds, and may cause CCCFA or the Beneficial Owners to incur significant expense.

APPROVAL OF LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe 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 Orrick, Herrington & Sutcliffe LLP; for the Project Participant by Chapman and Cutler LLP; for the Energy Supplier by its counsel, Haynes and Boone, LLP; and for the Underwriter by Nixon Peabody LLP.

CCCFA will receive an opinion from counsel to each Project Participant on the date of original delivery of the Bonds, to the effect that the Power Supply Contract of such 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: */s/* Nick Chaset
Chair

APPENDIX A

THE PROJECT PARTICIPANTS

EAST BAY COMMUNITY ENERGY

General

East Bay Community Energy ("*EBCE*") 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.

EBCE was originally created in 2016 under the name "East Bay Community Energy Authority" as a CCA in California pursuant to a Joint Powers Agreement, as amended, by and among the cities and towns participating in EBCE and named therein (the "JPA"). EBCE began providing service to customers in 2018.

Originally created to serve communities in Alameda County, EBCE now serves 15 member communities across two Bay Area counties: Alameda County and San Joaquin County (City of Tracy). EBCE offers renewable power at stable rates, significantly reducing energy-related greenhouse emissions and enabling millions of dollars of reinvestment in local energy programs. EBCE'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 EBCE

General. EBCE was formed in December 2016 as a "joint powers authority" in order 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 EBCE 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 (*"CPUC"*) designations, EBCE (like other CCAs) is a "load-serving entity" (*"LSE"*) to the communities it serves. EBCE 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 EBCE's billings for electricity to EBCE on a daily basis.

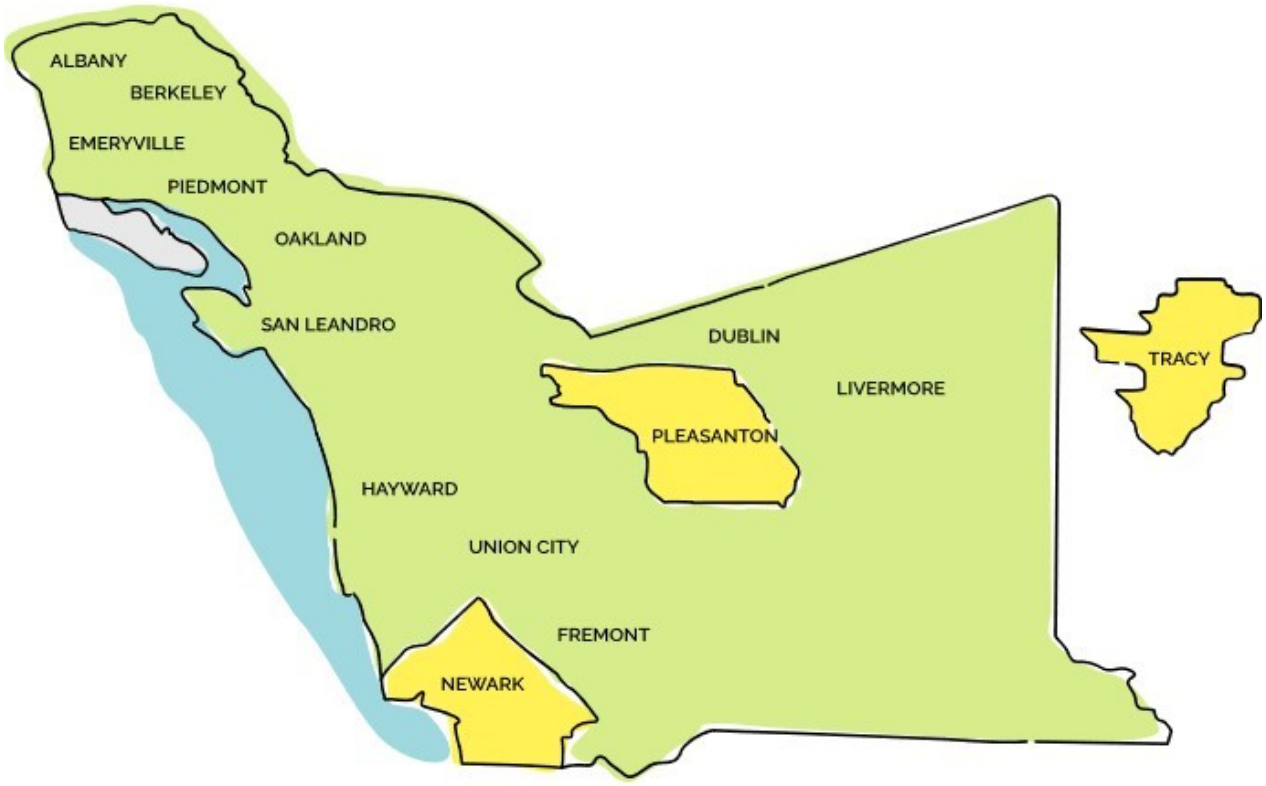
Commencement of Service and Expansion. EBCE began serving customers in communities in Alameda County in 2018, with the exception of the City of Alameda, which has its own municipal utility, and the cities of Newark and Pleasanton, which did not decide to join the execution of the initial JPA. In 2019 the Board of Directors adopted a policy enabling EBCE to provide service to new communities, leading to expansion of EBCE's service territory to include the Alameda County communities of Newark and Pleasanton, as well as the City of Tracy in neighboring San Joaquin County. As further described below, EBCE now serves 15 communities.

Service Area

Communities Served by EBCE. EBCE currently serves 15 jurisdictions in Alameda and San Joaquin Counties and the unincorporated areas of Alameda County, as follows:

City of Albany	City of Berkeley	City of Dublin
City of Emeryville	City of Fremont	City of Hayward
City of Livermore	City of Newark	City of Oakland
City of Piedmont	City of Pleasanton	City of San Leandro
City of Tracy	City of Union City	County of Alameda

Service Area Map. The service area of EBCE is shown on the map below, highlighting the three communities added in 2019:



Governance and Management

Board of Directors. EBCE is governed by its Board of Directors. Each community that has elected to join EBCE 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 are also an Executive Committee, a Finance, Administrative, and Procurement Subcommittee, a Marketing, Regulatory, and Legislative Subcommittee, a Community Advisory Committee, and Ad Hoc Committees with members appointed by the Board of Directors that review and report to the Board on various matters.

Management.

Nick Chaset, Chief Executive Officer*:* As CEO, Nick is responsible for the vision, strategy, and leadership of EBCE. After being selected to coordinate the efforts to launch EBCE in 2017, Nick has built out the organization with the capable staff and dedicated resources to grow and sustain a sophisticated and innovative public power agency. Nick has more than 15 years of experience developing and deploying clean energy policy and business models. Directly prior to EBCE, Nick was the Chief of Staff to California Public Utilities Commission President Michael Picker. He also previously served as a special advisor to Governor Jerry Brown focused on distributed energy resources. He began his career working in clean energy for Q-Cells, RenewFinancial, the California Public Utilities Commission and KEMA Consulting. Nick holds an MBA from Georgetown University and a BA in international relations from Tufts University. Nick also sits on the Board of the California Community Choice Association.

Howard Chang, Chief Operating Officer & Treasurer. As the Chief Operating Officer, Howard oversees Finance, Power Resources, Administrative Services, and Technology & Analytics functions at EBCE. Howard works closely with the CEO to operationalize and execute on the strategy and vision for EBCE, managing the development and establishment of internal policies and procedures to help take EBCE to the next level of maturity and growth. As Treasurer, Howard is also responsible for managing the financial health of the agency. Prior to EBCE, Howard led Sol Systems' Utility Development and M&A efforts nationally and worked at SunEdison leading the C&I Channel Operations team, serving as Chief of Staff of the North America Region, and in Utility scale project finance. He began his career in Investment Banking at J.P. Morgan and worked in General Electric's Energy Financial Services division and EnerNoc's Utility Solutions team. Howard holds an MBA from the Yale School of Management, a Master of Environmental Management from the Yale School of Forestry & Environmental Studies, and a BA in Economics from Johns Hopkins University.

Melissa Brandt, Deputy General Counsel & Senior Director of Public Policy. Melissa leads EBCE's Public Policy team, overseeing compliance, as well as EBCE's participation in regulatory proceedings at the California Public Utilities Commission (CPUC), California Energy Commission (CEC), California Air Resources Board (CARB), and California Independent System Operator (CAISO) on strategic issues that affect EBCE. She works closely with EBCE's lobbying firm on California legislative matters that impact EBCE. Melissa has ten years of experience in the energy industry. Prior to joining the EBCE team, Melissa led a team of regulatory case managers at PG&E. She previously led greenhouse gas commercial strategy and cap-and-trade procurement efforts and negotiated long-term electric power purchase agreements. She began her career in the federal government as a Presidential Management Fellow at the Bureau of Land Management and the State Department, and as a civil servant at the Office of Management and Budget. Melissa holds a B.A. in Environmental Sciences from U.C. Berkeley, a Juris Doctor from Columbia University, and a Master of Public Administration from Harvard's Kennedy School of Government. She is a member of the State Bar of California.

Jason Bartlett, Finance Manager. As Finance Manager, Jason is responsible for all Finance, Budget, Accounting, Investments and Internal Financial Risk Management functions. Jason joined EBCE early in its operations with the goal of further enhancing the organization's mandate of advancing renewable energy and energy efficiency through reduced financing costs, improving and leveraging EBCE's credit strength, and maximizing returns on capital and investments. Jason brings over 10 years of public utility finance experience having worked with some of California's largest agencies, including the CEC, CPUC, and SFPUC. He has extensive experience managing large budgets and has helped finance over $1 billion of utility infrastructure projects over his career.

Marie Fontenot, Senior Director of Power Resources. Marie sets the procurement strategy for all wholesale power products and leads a team to execute this strategy, ensuring EBCE delivers upon its commitments to the Board of Directors and communities it serves to provide customers with clean, affordable electricity. She also ensures EBCE complies with California's Renewable Portfolio Standard, Resource Adequacy and electric system reliability requirements. Prior to joining EBCE, Marie served as Chief of Staff to PG&E's Executive Vice President and General Counsel; she also led PG&E's Competitive Solicitations team, negotiated long-term energy storage and renewable energy contracts, and stood up PG&E's renewable energy credit (REC) trading program. She began her career in energy at Xcel Energy as a NERC-certified Power Systems Trader responsible for bidding supply and demand into the MISO and SPP energy markets, performing generation control and dispatch, and trading physical electricity. Marie holds a BS in Journalism and an MBA from the University of Colorado.

Customers

General. EBCE provides energy to more than 635,000 residential, commercial, and industrial accounts serving approximately 1,700,000 residents and businesses in its service area. The current mix of EBCE's customer base is approximately 42% residential and 58% commercial/industrial by percentage of load served.

Customer Energy Choices. EBCE offers different choices of energy service, referred to as Bright Choice, Brilliant 100, and Renewable 100. In 2020, customers receiving Bright Choice service are provided with a minimum of 39% renewable energy, sourced from a mix of wind, geothermal, solar, small hydro and biomass/biowaste. As per EBCE Board policy, Bright Choice service is required to contain at least 5% more RPS-eligible renewable power compared to the current PG&E forecast for the next year, and it will ramp up to 100% greenhouse gas free ("*GHG-free*") by 2030. Customers electing to receive Brilliant 100 service are provided with carbon-free power, 33% renewable energy and the remaining from large hydroelectric power. Brilliant 100 service was closed to new customers in August 2020, with the exception of customers in newly enrolled communities of Newark, Pleasanton, and Tracy in April 2021. All customers will transition off of Brilliant 100 service in January 2022. Customers elected to receive Renewable 100 are provided with 100% renewable energy from wind and solar sources in California.

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Customer Enrollment. All customers are automatically enrolled in the default product selected by their local jurisdiction based on customer class and program participation, as shown in the table below. Customers may change their product after enrolling in the default service.

Jurisdiction	Commercial	Residential	CARE/FERA/Med
Albany*	Brilliant 100	Brilliant 100	Brilliant 100
Hayward*	Brilliant 100	Brilliant 100	Bright Choice
Piedmont	Bright Choice	Renewable 100	Brilliant 100
Pleasanton	Brilliant 100	Brilliant 100	Bright Choice
All other Jurisdictions**	Bright Choice	Bright Choice	Bright Choice

**Brilliant 100 product was the default until August 1, 2020, when the default for newly enrolled customers was changed to Bright Choice.*

***Berkeley, Dublin, Emeryville, Fremont, Livermore, Newark, Oakland, San Leandro, Tracy, Union City, and County of Alameda.*

Currently, approximately 87.3% of EBCE customers receive Bright Choice service, 11.3% receive Brilliant 100 service, and approximately 1.4% receive Renewable 100 service. Due to commercial enrollments, Brilliant 100 and Renewable 100 customers represent a slightly higher percentage in terms of load (15.8%).

Largest Customers. EBCE's ten largest customers represent 3% of EBCE's overall load, and no one of them individually represents more than 0.46%. In January 2021 one of EBCE's largest customers opted out. This customer leaving EBCE service did not have a material impact on EBCE's operations or net revenues.

New Customers. EBCE has fully subscribed the cities and unincorporated portions of Alameda County, with the exception of the city of Alameda which is already served by a municipal utility. EBCE also serves the city of Tracy in San Joaquin County. EBCE is in discussions with the City of Stockton (San Joaquin County) and the County of San Joaquin regarding membership.

Customer Election to Opt-out of EBCE Service. Customers can opt-out of EBCE service and return to service from their traditional electric service provider, PG&E, either initially upon the transition to EBCE, or at any time after EBCE becomes the energy provider.

Cumulative Opt-Out Rate and Customer Retention. Although opt-out rates peaked during initial enrollment into EBCE service in 2018, opt-out rates have stabilized and are now in the range of 3-5% for eligible customers. In general, EBCE expects opt-out rates to be about 5% when EBCE service begins in a new community. Most opt-outs occur during the 120-day transition period to EBCE service.

Service Rates

General. Rates for EBCE energy service are determined by its Board of Directors and are not regulated by the CPUC. In addition to EBCE'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 EBCE charges for Bright Choice, Brilliant 100, and Renewable 100 service are based on the current generation rate charged by PG&E and current PCIA fee.

All value propositions are priced inclusive of the PCIA. Bright Choice service is priced a 1% below the cost of PG&E, Brilliant 100 is priced at parity, and Renewable 100 is an additional penny per kilowatt-hour compared to the PG&E generation rate.

Current and Historical Rate Information. An EBCE customer's total cost of electric service is determined by EBCE's charges for energy and include PG&E charges for transmission, distribution, and other non-by-passable charges. Additionally, EBCE's customers pay a PCIA which can vary annually based upon a number of market factors including benchmarks for regional energy costs, resource adequacy, the year in which their community joined EBCE, and other considerations. These charges, inclusive of the PCIA, establish the all-in cost of service to EBCE's customers.

The primary alternative to EBCE service is to opt-out of EBCE service and return to PG&E service where the customer would not pay the PCIA. EBCE's bundled rates for Bright Choice service, the default for most customers, including the PCIA have been below PG&E rates since initial enrollment of customers. Even when the cost of EBCE service to customers has been at or higher than PG&E's, such as in those communities that have selected Brilliant 100 or Renewable 100 as the default service, EBCE has not experienced a material number of opt-outs and has consistently maintained customers counts in those jurisdictions.

California Renewable Portfolio Standards and Other Regulations

General. Community choice aggregators such as EBCE 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.

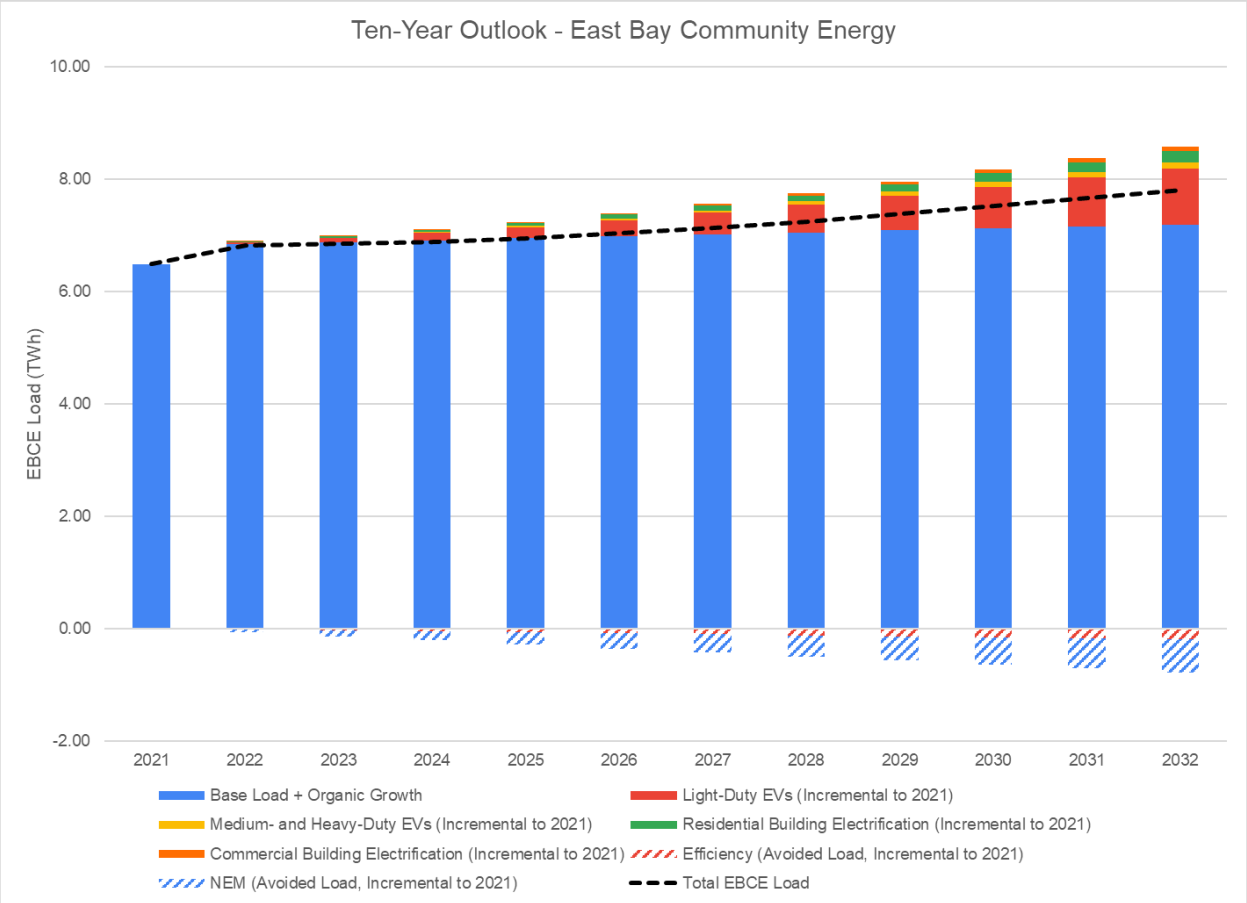
Renewable Portfolio Standard. California's Renewable Portfolio Standard ("*RPS*") requires LSEs to supply their retail sales with minimum quantities of eligible renewable energy. Senate Bill 100 directs all LSEs to procure 60% of their portfolios from RPS-eligible resources by 2030, and 100% of their retail sales from zero-carbon resources (or eligible renewable resources) by 2045. EBCE has adopted a policy to achieve 100% of retail sales from zero-carbon resources by 2030, fifteen years before the state mandate. EBCE's 2020 retail sales contained 39.6% RPS-eligible resources for Bright Choice service. To date EBCE has executed 6 RPS contracts of ten years or more in duration and will continue to solicit and execute additional contracts to meet EBCE's RPS long-term contracting requirements.

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. Local RA obligations will be assigned to a Central Procurement Entity starting in 2023. In addition, per CPUC Decision 19-11-016, LSEs are required to procure "Incremental System Capacity," which is RA capacity that is in addition to the identified resources on the CPUC's 2022 baseline list of 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 ("*PSD*"), is a consumer information program managed by the CEC on an annual basis. A key output of the PSD program 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. EBCE's long-term load forecast is a 10-year projection of the energy (reflected in MWh) that its customers will annually consume. This forecast is driven primarily by the number and types of customers that EBCE expects to serve, in conjunction with weather projections. EBCE's long-term load forecast starts with customers' hourly consumption data and layers in the incremental effects of EBCE programs over time. The current year estimates are based on individual's historical consumption over the last four years, grouped by the month, day-type (weekday v. weekend / holiday), and hour of the day to predict future usage. For future years, the forecast assumes a baseline level of growth of 0.5%, which represents the combined effect of net new customer addition and increases in customer-level usage. On top of this organic load growth of 0.5%, the forecast layers in the load-building effects of additional electric vehicle deployment (consistent with CA state goals regarding EV penetration where applicable) and building electrification, as well as the load-reducing impacts of energy efficiency (an incremental 0.25% of base load annually) and behind-the-meter solar (400 new installations per month).



Sources of Energy

General. EBCE uses a portfolio risk-management approach in its power purchasing program, seeking low-cost supply as well as diversity among technologies, production profiles, project sizes and locations, counterparties, length of contract, and timing of market purchases. EBCE currently has over 100 renewable, hydro, system energy, hedge and Resource Adequacy contracts in place from diversified sources and counterparties, totaling over $1.5 billion in notional amount of energy contracts to provide energy to its customers over the next 20-25 years.

Energy Purchases. In 2020, EBCE procured approximately 3.7 million MWh of carbon free electricity for its customers. EBCE anticipates that roughly 68% of its total 2021 retail sales will be sourced from renewables, large hydroelectric and Asset Controlling Supplier ("*ACS*") energy (primarily large hydroelectric energy from the Pacific Northwest, but also relatively small amounts of nuclear energy and unspecified system energy). EBCE's procurement strategy through 2030 includes regularly procuring new California renewables by 2030, via contracts with terms of 10 years or more. These renewables contracts will be in addition to the 550 MW of new California renewables that EBCE has already procured. The strategy also includes investments in wholesale storage capacity and stand-alone storage, as further described below.

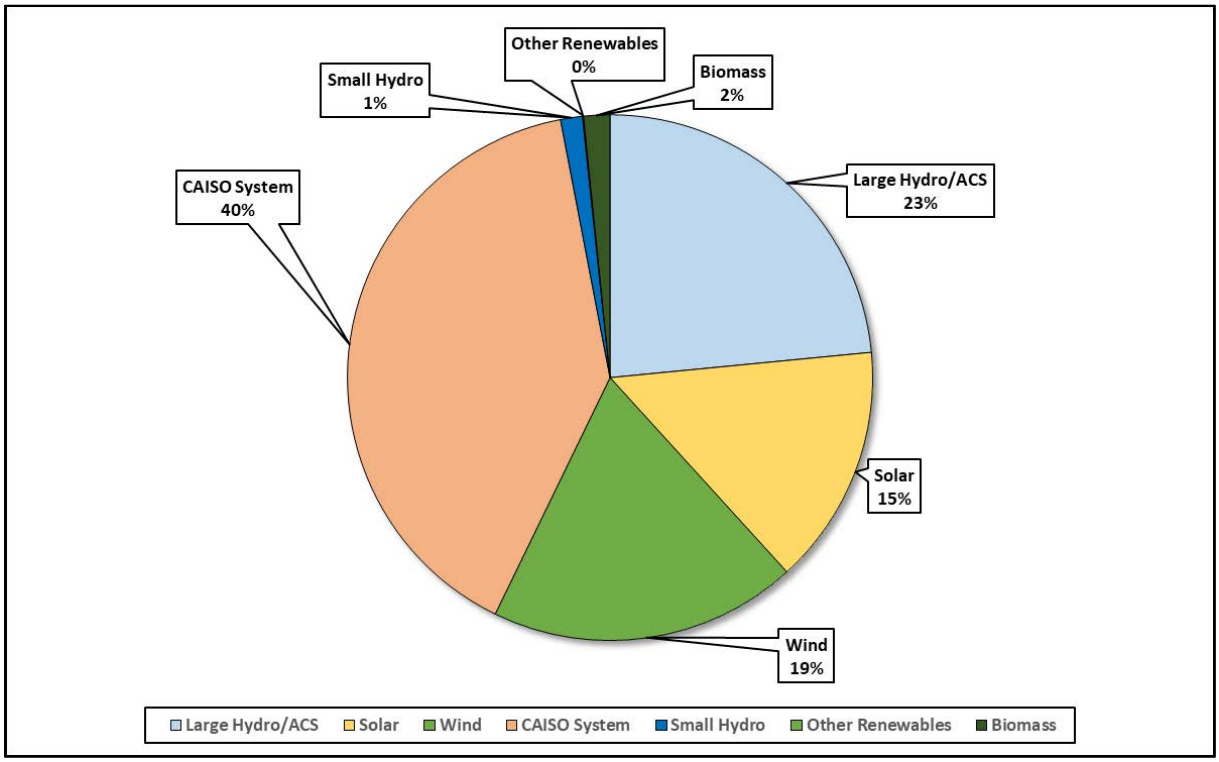
Energy Load and Supply Risk Management. EBCE continually manages its forward load obligations and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. EBCE closely monitors its open positions for Portfolio Content Category 1 ("*PCC 1*") and Portfolio Content Category 2 ("*PCC 2*") renewable energy, both of which are based on calendar-year targets. EBCE maintains its renewable 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.

EBCE monitors its positions on a regular basis with its Scheduling Coordinator. EBCE 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 EBCE does not have supply contracts that yield CAISO day-ahead revenue, EBCE uses fixed-price energy contracts where EBCE pays a fixed price per MWh in order to receive a floating price that clears for each hour. This helps hedge EBCE's CAISO day-ahead market price exposure. As EBCE procures increasing portions of fixed-price renewables with storage and fixed-price large hydroelectric and ACS energy, EBCE expects to reduce its use of fixed-price unspecified CAISO energy contracts.

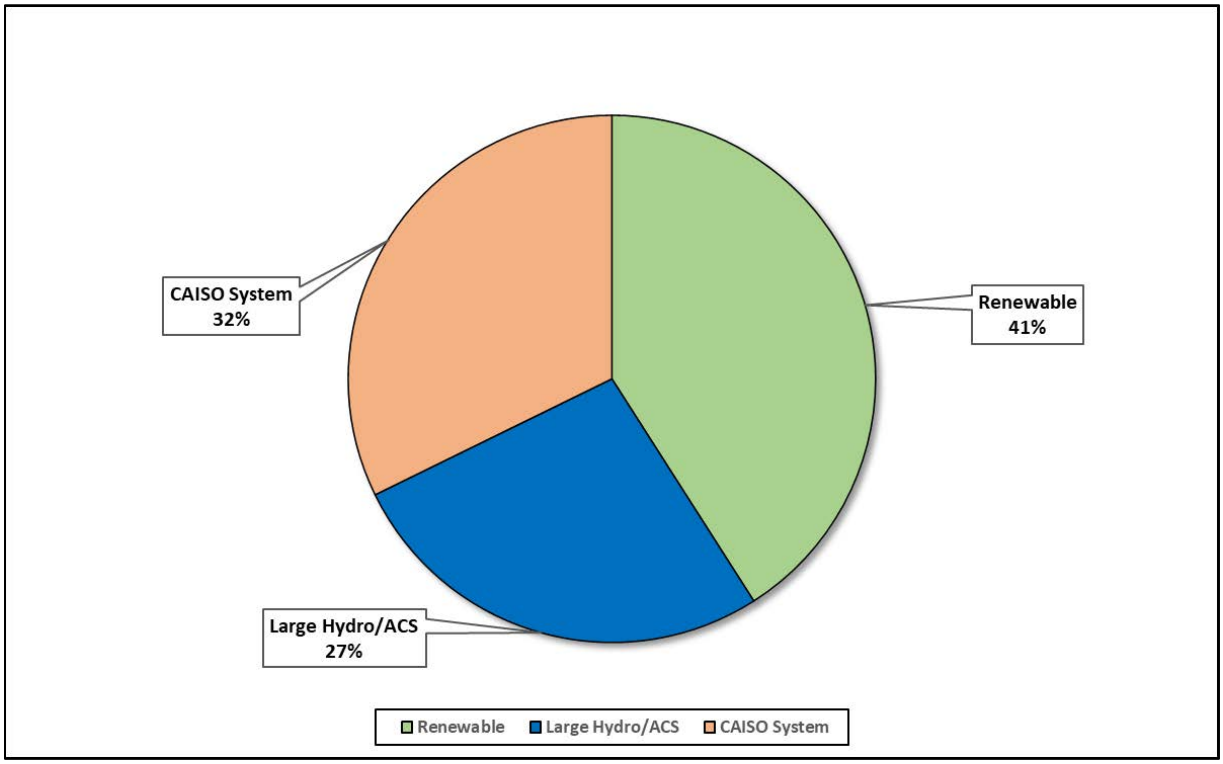
Procurement. EBCE procures energy and Resource Adequacy consistent with its Board-approved Energy Risk Management Policy. In order to effectively plan and manage its portfolio, EBCE differentiates contracts by their term length: short-term and long-term (longer than ten years). Based upon the expected contract tenor, EBCE may use a variety of methods, including competitive solicitations, standard contract offerings, and bilaterally negotiated agreements. With regard to short-term power purchases, EBCE 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, EBCE may negotiate short-term transactions via its scheduling coordinator or independent energy brokers or marketers.

Bright Choice Procurement Targets. Reducing GHG emissions is at the heart of EBCE's mission. Bright Choice is currently the service offering for 87.3% of EBCE customers and EBCE structures the Bright Choice portfolio to deliver a higher renewable content and a competitive cost in comparison to PG&E. Specifically, Bright Choice service is required by EBCE Board policy to contain at least 5% more RPS-eligible renewable power compared to the current PG&E forecast for the next year, and it will ramp up to 100% GHG-free by 2030. To deliver the GHG-free power for Bright Choice, EBCE procures three products: (1) RPS-eligible renewable energy; (2) large hydroelectric energy; and (3) ACS energy, the vast majority of which is large hydroelectric.

EBCE 2020 Resource Mix



EBCE 2021 Estimated Resource Mix*



**The chart directly above is the estimated energy supply that EBCE will use to serve its 2021 retail sales for the Bright Choice, Brilliant 100, and Renewable 100 product offerings.*

Further descriptions of EBCE's policies and procedures addressing energy procurement and risk management can be found on the EBCE website at www.ebce.org. The reference to this web site address is presented herein for informational purposes only, and information on such website is not incorporated by reference to this Official Statement.

EBCE Technology and Analytics

EBCE's Technology and Analytics Department consists of 5 professionals that handle all aspects of data management, data engineering, data science and analytics. EBCE employs a cloud-first data strategy, where all mission-critical data is stored on cloud services. EBCE's technology stack is based on Google technologies, using G Suite for collaboration and the Google Cloud Platform (GCP) for data analysis and processing. GCP 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.

In addition to the security infrastructure embedded in both GCP and G Suite, the Technology and Analytics department also oversees general compliance with rules and regulations established by the California Public Utilities Commission (CPUC) related to data privacy and security. EBCE 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. To-date, EBCE has not been the subject of any breaches or data security incidents.

Finally, the Technology and Analytics team also oversees device and application security and related policies. In addition to standard threat mitigation and security measures (such as password policies and the use of antivirus software), EBCE enforces multi-factor authentication (MFA) where available on all mission-critical applications.

Ultimately, by using a centralized cloud-first policy for critical resources and attendant applications, by enforcing modern security practices such as MFA, and by limiting the use of distributed storage devices, EBCE can minimize its attack surface and exposure to security incidents.

Energy Storage

EBCE currently has 110 MW of wholesale (*i.e.*, in front of the meter) storage capacity contracted over the course of the next twenty years. The 110 MW of already contracted storage capacity will be paired with renewables, and EBCE is in the process of preparing and executing additional contracts including for stand-alone storage.

In 2020, EBCE launched its Resilient Home Program to deploy customer-sited solar and battery storage systems capable of providing both 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 that are disproportionately affected by grid outages.

Effects of COVID-19 on EBCE Operations and Finances

Remote Operations. In response to the pandemic, EBCE moved to a "remote work environment" on March 13, 2020 for 100% of employees with no disruption in services to our customers. EBCE has maintained a remote work policy since that date and is in the process of reviewing this policy for a possible full return to office in the late 2020/early 2021 timeframe.

Effects on Energy Load. Overall, comparing a similar time period before COVID (Jan through May 2019) and during COVID (Jan through May 2021) - and controlling for the same number and type of customers - EBCE total load has reduced by approximately 4%. Residential load has increased 2%, while commercial and industrial load has reduced by approximately 6%. Agricultural load has seen a small increase of about 1% and government buildings have a reduction of almost 10%.*Payment Delinquencies.* During the pandemic EBCE began to experience larger than normal payment delinquencies. Historically EBCE's customer payment delinquencies have been budgeted at 0.5% of billed revenue. During fiscal year 2020-21 and continuing into the current fiscal year, EBCE has been budgeting a higher delinquency rate of 2.5% of billed revenue. There are several Federal and State of California funded programs to provide relief to state and local agencies experiencing payment delinquencies from customers suffering financial hardship due to the pandemic. EBCE will be pursuing reimbursement from these programs for unpaid energy bills but can make no representation regarding the amounts that will be provided to EBCE, if any.

Financial Assistance. EBCE is actively working to connect vulnerable customers to financial assistance programs to reduce arrears and mitigate risk of disconnection by PG&E. Multiple times throughout 2020 and 2021, and most recently in July 2021, the EBCE Board approved a suspension of certain payment policies pertaining to collections and returning customers to PG&E. The current suspension extends to September 30, 2021, at which time PG&E is scheduled to end its disconnection moratorium. EBCE has a portfolio of programs focused on reducing customer disconnection, referred to as Connected Communities. Programs range from the installation of free photovoltaic systems to reduce overall utility costs to outreach through Community-Based Organizations to encourage customers to participate in a repayment plan for current charges that forgives one-twelfth of outstanding debt for each month of on-time payment, called the Arrearage Management Plan.

Financial Information

Revenues from Energy Sales and Operating Expenses. EBCE derives its operating revenues primarily from energy sales to its customers. Increases in year-over-year revenue is primarily driven by inclusion of customers through the phased launching of the enterprise. Industrial and commercial accounts began in June 2018 and comprise the entirety of revenues and energy costs for the 2017/18 fiscal year. Residential customers were included in the second quarter of 2018/19. Fiscal year 2019/20 represents EBCE's first full operating year. Operating expenses, which are comprised primarily of energy procurement costs, also increased due primarily to the phased launch.

Other Sources of Revenue. EBCE also receives revenues from grant income used to assist with various customer programs.

Results of Operations. The following is a summary of EBCE's results of operations for fiscal years ending June 30:

	FY 2019/20	FY 2018/19	FY 2017/18
OPERATING REVENUES			
Electricity sales, net	475,727,273	387,065,191	16,142,192
Revenue transferred to Operating Reserve Fund	(12,680,000)	-	-
Other revenue	334,205	186,742	-
Total operating revenues	463,381,478	387,251,933	16,142,192
Operating Expenses			
Cost of electricity	373,477,417	293,176,788	7,116,223
Contract services	12,890,724	9,609,129	1,619,904
Staff compensation	5,852,793	3,830,701	1,268,342
General and administration	3,302,768	767,035	811,417
Depreciation	43,298	14,084	5,304
Total operating expenses	395,567,000	307,397,737	10,821,190
Operating income	67,814,478	79,854,196	5,321,002
NONOPERATING REVENUE (EXPENSES)			
Interest income	1,357,175	248,702	-
Loan fee expense	(743,178)	(1,813,959)	(432,952)
Total nonoperating revenues (expenses), net	613,997	(1,565,257)	(432,952)
CHANGE IN NET POSITION	68,428,475	78,288,939	4,888,050
Net position at beginning of year	81,373,459	3,084,520	(1,803,530)
Net position at end of year	149,801,934	81,373,459	3,084,520

Assets, Liabilities, Deferred Inflows or Resources and Net Position. The following table is a summary of EBCE's assets, liabilities, deferred inflows or resources and net position for the years ending June 30:

	FY 2019/20	FY 2018/19	FY 2017/18
ASSETS			
Current assets			
Cash and cash equivalents	108,481,294	38,773,514	772,590
Accounts receivable, net of allowance	50,082,004	43,551,376	15,215
Accrued revenue	26,130,467	28,125,065	16,127,190
Market settlements receivable	1,980,256	6,724,942	-
Other receivables	111,261	-	-
Prepaid expenses	7,755,269	4,816,629	6,469,078
Deposits	1,871,560	1,761,919	-
Restricted cash	11,000,000	5,000,000	3,500,000
Total current assets	207,412,111	128,753,445	26,884,073
Noncurrent assets			
Unrestricted cash in Operating Reserve Fund	12,680,000	-	-
Capital assets, net of depreciation	148,053	48,842	24,961
Deposits	141,208	5,407,440	6,158,176
Restricted cash	-	17,100,000	-
Total noncurrent assets	12,969,261	22,556,282	6,183,137
Total Assets	220,381,372	151,309,727	33,067,210
LIABILITIES			
Current liabilities			
Accounts payable	2,609,589	2,228,690	789,217
Accrued cost of electricity	50,320,296	50,768,250	5,175,476
Accrued interest payable	-	-	432,952
Accrued payroll and benefits	573,885	319,263	148,389
Other accrued liabilities	124,951	-	-
Defered revenue	-	23,258	-
User taxes and energy surcharges due to governments	4,200,717	3,484,307	-
Security deposits from energy suppliers	70,000	600,000	-
Loans payable	-	-	4,636,656
Total current liabilities	57,899,438	57,423,768	11,182,690
Noncurrent liabilities			
Note payable to bank	-	12,512,500	18,800,000
Total liabilities	57,899,438	69,936,268	29,982,690
DEFERRED INFLOWS OF RESOURCES			
Operating Reserve Fund	12,680,000	-	-
NET POSITION			
Investment in capital assets	148,053	48,842	24,961
Restricted for line of credit collateral	11,000,000	17,100,000	
Unrestricted	138,653,881	64,224,617	3,059,559
Total net position	149,801,934	81,373,459	3,084,520

Deposit Accounts. EBCE maintains its cash in both interest-bearing and non-interest-bearing demand and term deposit accounts at River City Bank of Sacramento, California. EBCE'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%. EBCE monitors its risk exposure to River City Bank on an ongoing basis. EBCE'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, commercial paper, money market funds and FDIC insured placement service deposits.

Other Liquidity Sources. In August 2019, EBCE entered into a revolving credit agreement with Barclays Bank. The available credit line under this agreement is $80,000,000 and enhances EBCE's overall liquidity for potential working capital needs and collateral requirements. This agreement terminates in December 2024 and is expected to be renewed. EBCE has no outstanding drawn debt at this time.

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" in order 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.

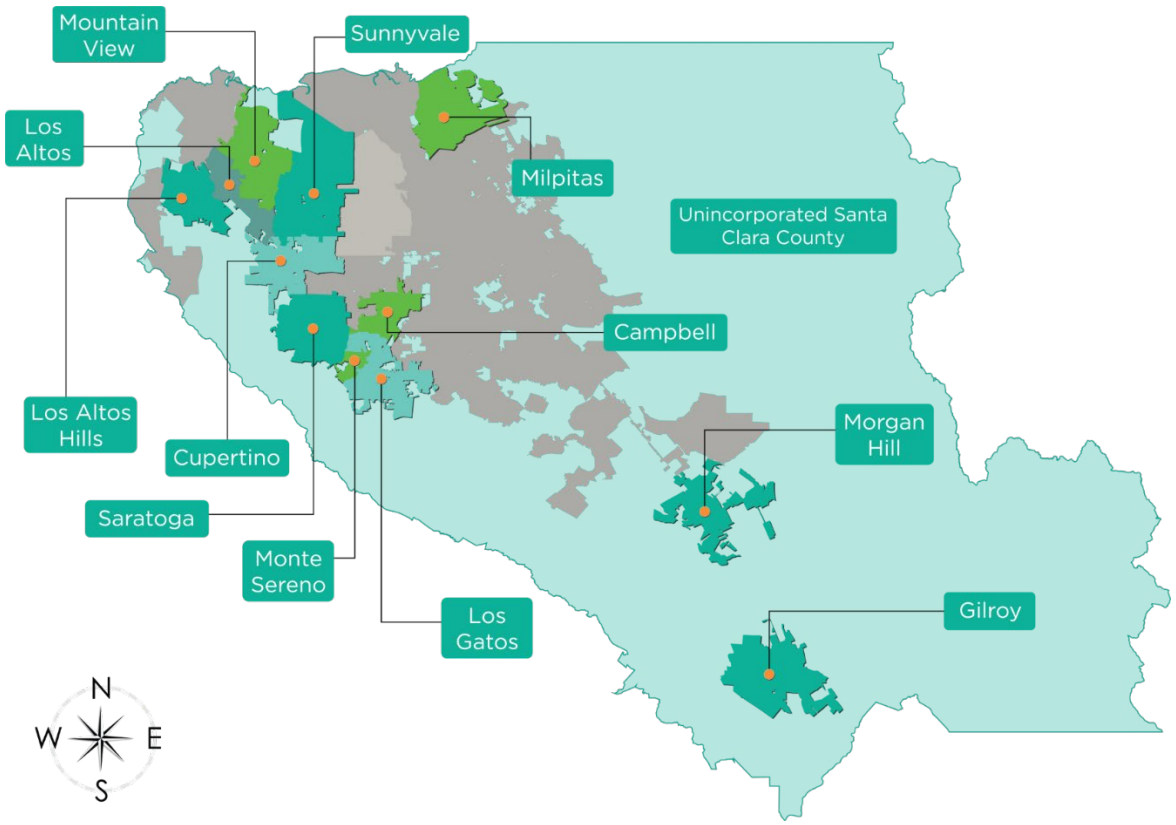
Commencement of Service and Expansion. SVCE began serving customers in communities in Santa Clara County in 2017, with the exceptions of the City of Santa Clara and City of Palo Alto, each having its own municipal utility, and the City of San Jose, which established its own CCA. In December 2017 the 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 Cambell	City of Cupertino	City of Gilroy
City of Los Alto	City of Los Altos Hills	City of Los Gatos
City of Milpitas	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 are 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.

Girish Balachandran, Chief Executive Officer*:* As the Chief Executive Officer of Silicon Valley Clean Energy (SVCE), Girish Balachandran works with the elected Board to develop and implement strategies empowering the SVCE team and community achieve its ambitious decarbonization goals. He leads the passionate employees of SVCE as they creatively solve challenges to bend the carbon curve downward in the electric supply, built environment and transportation sectors. Girish has more than 29 years of experience in California utilities, including serving as the General Manager of Riverside Public Utilities (RPU) and Alameda Municipal Power (AMP) and as an Assistant General Manager for the City of Palo Alto Utilities. His professional education includes a Master's degree in Electrical Engineering from UCLA and a Bachelor's degree in Electrical Engineering from Anna University in India.

Amrit Singh, Chief Financial Officer and Director of Administrative Services. As the Chief Financial Officer, Amrit oversees and leads the finance, information technology and human resources activities of SVCE. Amrit brings 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.

Monica Padilla, Director of Power Resources. As the Director of Power Resources, Monica 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. Since joining SVCE in 2018, Monica and her group have negotiated and executed over one billion dollars in long-term power purchase agreements for renewable resources including six solar plus storage contracts. Monica is also leading 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. Prior to joining SVCE, Monica worked for the City of Palo Alto Utilities for over 30 years. Monica 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.

Don Bray, Director of Account Services and Community Relations. Don has worked closely with SVCE since its inception, leading customer engagement activities with SVCE's major commercial and industrial accounts, and the local business community. He is responsible for account services, customer program development and integration. Immediately prior to joining SVCE, Don served as Executive Director of Joint Venture Silicon Valley's Smart Energy Enterprise Development Initiative (SEEDZ), involving a regional coalition of leading business, governmental, institutional and utility stakeholders focused on advancing energy system performance and sustainability in Silicon Valley. Projects included workplace and destination electric vehicle charging infrastructure, regional power quality monitoring, distributed energy storage and community-based renewable energy programs. Don's private sector background includes 22 years with Accenture. As a Managing Partner, he was instrumental in building and leading the firm's business systems integration consulting practice in Silicon Valley. He also co-founded and led AltaTerra Research, a market research and consulting firm focused on clean technology solutions for the enterprise marketplace. Don received a Master's Degree in Engineering Management from Stanford University, and Bachelor's Degree in Civil and Environmental Engineering from the University of California at Davis.

Melicia Charles, Director of Regulatory and Legislative Policy. Melicia Charles leads the Legislative and Regulatory Policy team at SVCE. Melicia has nearly a decade and half of experience developing, managing, and advocating for clean energy programs. Prior to working for SVCE, Melicia served as the Director of Policy covering California policy issues at Sunrun, the nation's largest residential solar and storage provider. Melicia also spent over a decade working at the California Public Utilities Commission (CPUC) where she oversaw the California Solar Initiative, the Self-Generation Incentive Program – which provides incentives for distributed energy resources. Melicia helped lead the development of the CPUC's energy storage procurement target and oversaw the CPUC's transportation electrification policies and programs and policies related to disadvantaged communities. Melicia has an MBA from the University of San Francisco and a B.A. from UC Berkeley.

Customers

General. SVCE provides energy to more than 270,000 residential, commercial, and industrial accounts serving approximately 700,000 residents and businesses in its service area. The current mix of SVCE's customer base is approximately 34% residential and 66% commercial/industrial by percentage of load served, and 35% residential and 65% commercial/industrial by percentage of revenue. SVCE's 10 largest customers represent 16% of SVCE's overall load, and no one of them individually represents more than 3.6%.

Customer Energy Choices. SVCE offers two different choices of energy service, referred to as GreenStart and GreenPrime. In 2020, customers receiving GreenStart service are provided with a minimum of 42% renewable energy, sourced from a mix of wind, geothermal, solar, small hydro and biomass/biowaste, with 48% coming from large hydroelectric facilities, and the final 10% from nuclear power. Customers electing to receive GreenPrime service are provided with 100% renewable energy from wind and solar sources.

Customer Enrollment. All customers are automatically enrolled in GreenStart and may change their product after enrollment.

Currently, approximately 98.5% of SVCE customers receive GreenStart service, with the remaining approximately 1.5% receiving GreenPrime service. Due to commercial enrollments, GreenPrime customers represent a slightly higher percentage in terms of load (4.2%).

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 their traditional electric service provider, PG&E, either initially upon the transition to SVCE, or at any time after SVCE becomes the energy provider. SVCE has not experienced a single customer opt-out that had significant financial impact to SVCE's revenues.

Cumulative Opt-Out Rate and Customer Retention. Overall, opt-out rates have remained stable in the range of 3.5 – 4.5% for eligible customers since completing the final community enrollment in mid-2018. 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 service are based on the current generation rate charged by PG&E and current PCIA fee. All value propositions are priced inclusive of the PCIA. GreenStart service is priced at 1% below the cost of PG&E, and GreenPrime is $.008 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 include PG&E charges for transmission, distribution, and other non-by-passable charges. Additionally, SVCE's customers pay a PCIA which can vary annually based upon a number of market factors including benchmarks for regional energy costs, resource adequacy, the year in which their community joined SVCE, and other considerations. These charges including the PCIA establish the all-in cost of service to SVCE's customers.

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, that is higher than SVCE's GreenStart rate. SVCE's bundled rates for GreenStart service, the default for most customers, including the PCIA have been below PG&E rates since initial enrollment of customers. SVCE strives to maintain the customer value proposition it has established, as there are no assurances that customers will continue when SVCE's bundled costs are higher than PG&E's or that SVCE customers will not decide to opt-out for reasons unrelated to cost of service.

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.

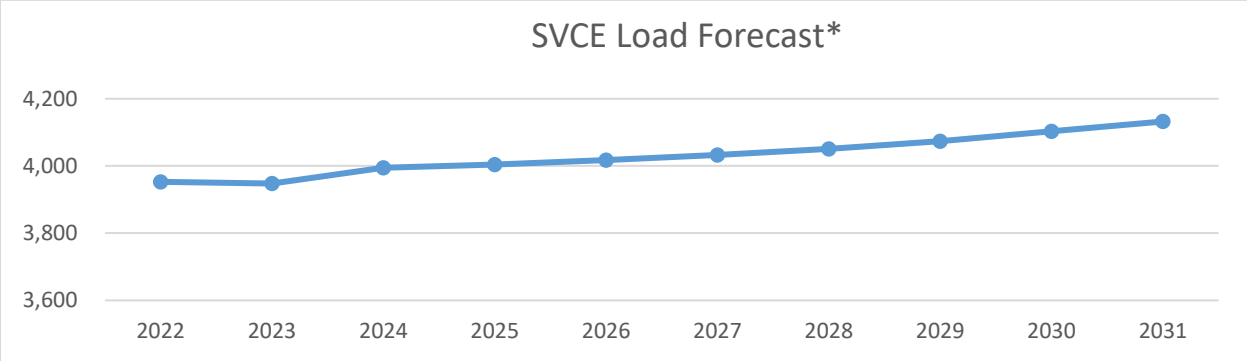
Renewable Portfolio Standard. California's Renewable Portfolio Standard ("*RPS*") requires LSEs to supply their retail sales with minimum quantities of eligible renewable energy. Senate Bill 100 directs all LSEs to procure 60% of their portfolios from RPS-eligible resources by 2030, and 100% of their 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. SVCE's 2020 retail sales contained 49.5% RPS PCC1eligible resources for GreenStart service and 100% RPS for GreenPrime. To date SVCE has executed 13 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 (R.20-05-003). SVCE has already made significant progress towards procuring its share of long duration storage and new geothermal resources as required under the order.

Resource Adequacy. Resource Adequacy ("*RA*"), a California program jointly administered by the CPUC, the CEC and 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. Local RA obligations will be assigned to a Central Procurement Entity starting in 2023. In addition, per CPUC Decision 19-11-016, LSEs are required to procure "Incremental System Capacity," which is RA capacity that is in addition to the identified resources on the CPUC's 2022 baseline list of 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 ("*PSD*"), is a consumer information program managed by the CEC on an annual basis. A key output of the PSD program 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, behind the meter solar and/or storage (via net energy metering), and energy efficiency.



*Source IEPR Adopted Numbers 2020

Sources of Energy

General. SVCE uses a portfolio risk-management approach in its power purchasing program, seeking low-cost supply as well as diversity among technologies, production profiles, project sizes and locations, counterparties, length of contract, and timing of market purchases. SVCE currently has 102 renewable, hydro, system energy, hedge and Resource Adequacy contracts in place from diversified sources and counterparties, totaling over $1.7 billion in notional amount of energy contracts to provide energy to its customers over the next 20-25 years.

Energy Purchases. In 2020, SVCE procured approximately 3.7 million MWh of electricity for its customers. SVCE anticipates that roughly 100% of its total 2021 retail sales will be sourced from carbon-free resources including renewables, large hydroelectric, nuclear and Asset Controlling Supplier ("*ACS*") energy (primarily large hydroelectric energy from the Pacific Northwest, but also relatively small amounts of nuclear energy and unspecified system energy). SVCE's procurement strategy through 2030 includes regularly procuring new and existing California renewables by 2030, via contracts with terms of 10 years or more. These renewables contracts will be in addition to the 2.4 million MWh of annual generation from 728 MW, or roughly 62% of its retails sales in 2024, of new and existing California and neighboring states renewables that SVCE has already procured. The strategy also includes investing in storage paired with solar, stand-alone storage, long-duration storage, and large hydroelectric resources as further described below.

Energy Load and Supply Risk Management. SVCE continually manages its forward load obligations and supply commitments with the objective of balancing 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, 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 consistent with its 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. 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. In order 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 a variety of 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 50% RPS-eligible resources and 50% carbon-free, non-RPS eligible resources while GreenPrime is comprised of 100% RPS eligible resources as verified by Green-e. Both products deliver a higher renewable content and a competitive cost in comparison to PG&E.

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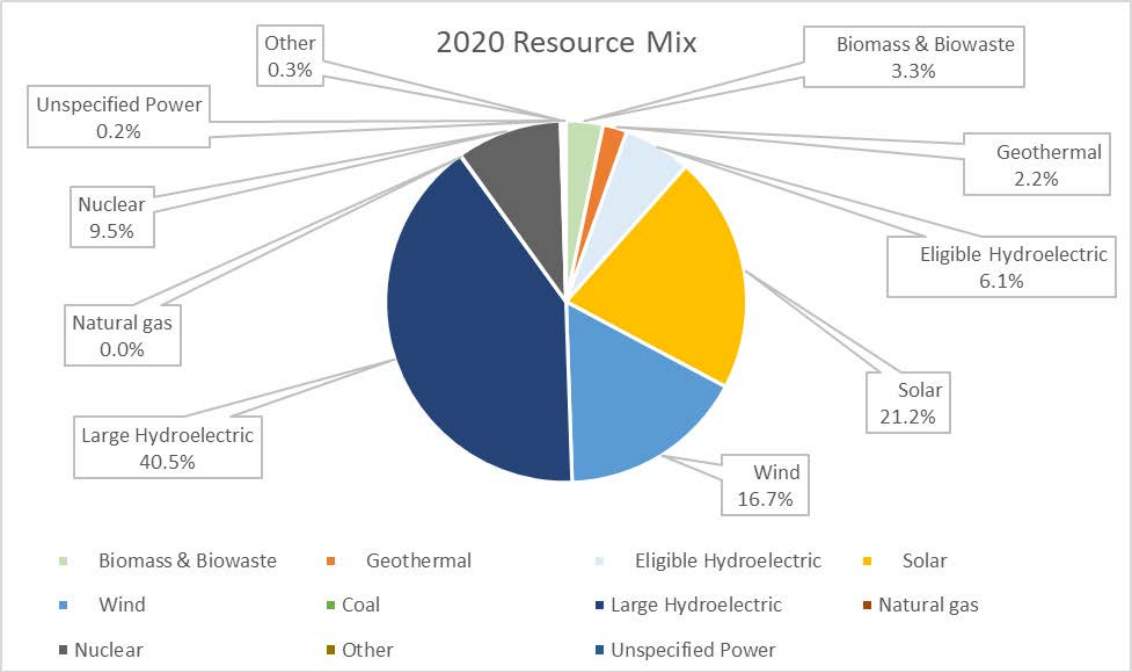
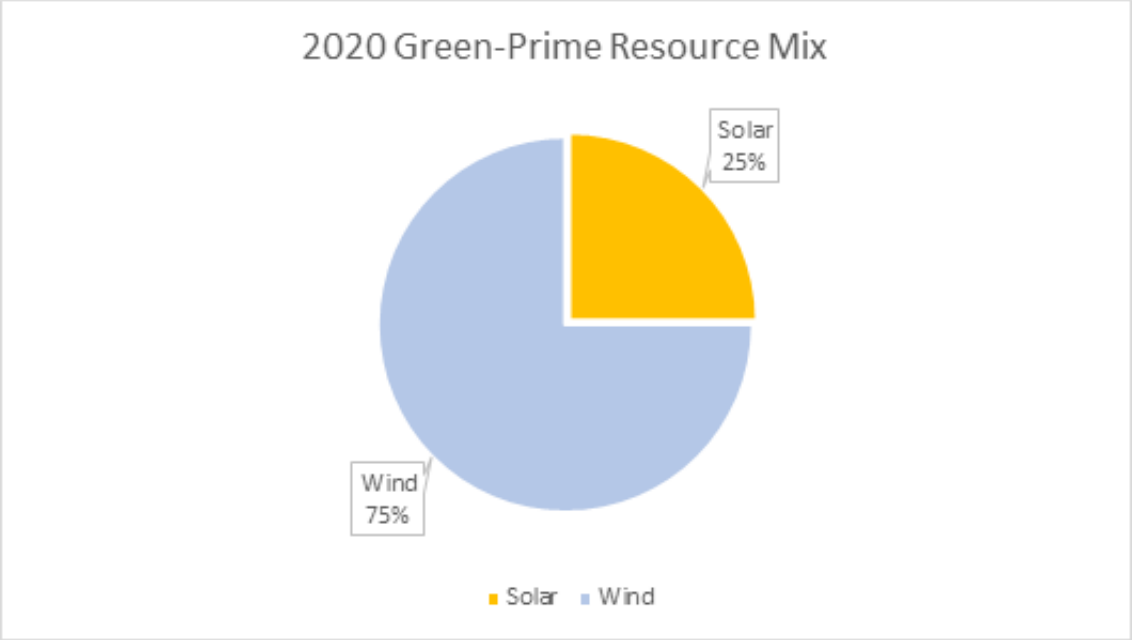
SVCE 2020 GreenStart Resource Mix*

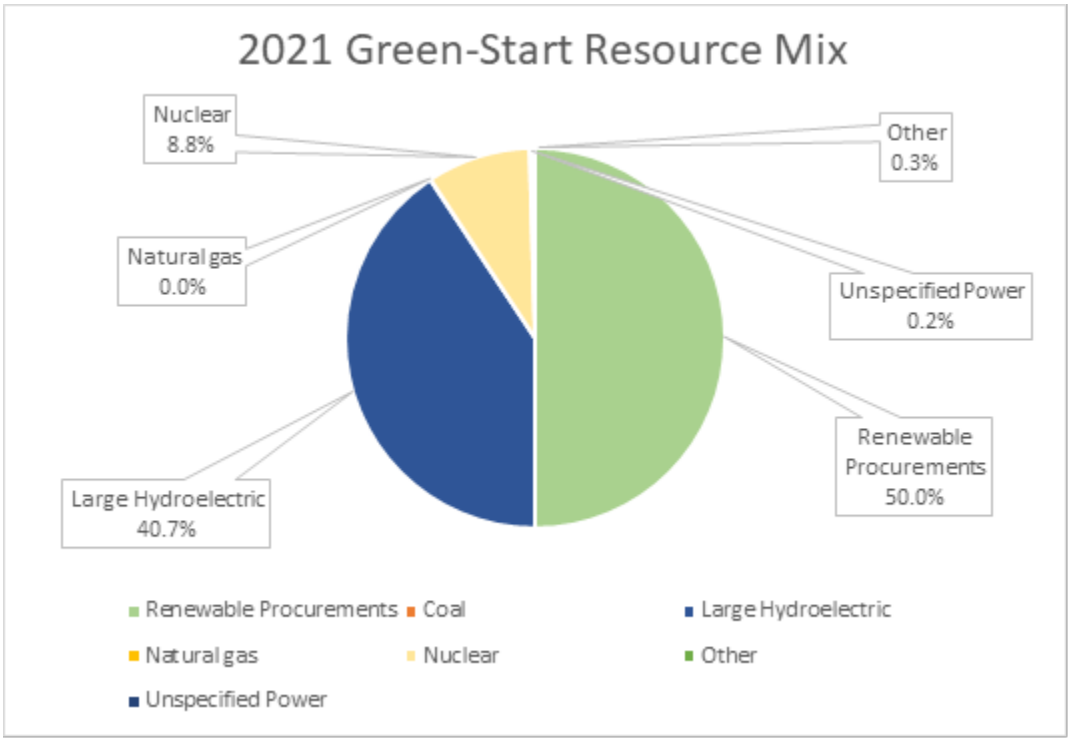


SVCE 2020 GreenPrime Resource Mix*

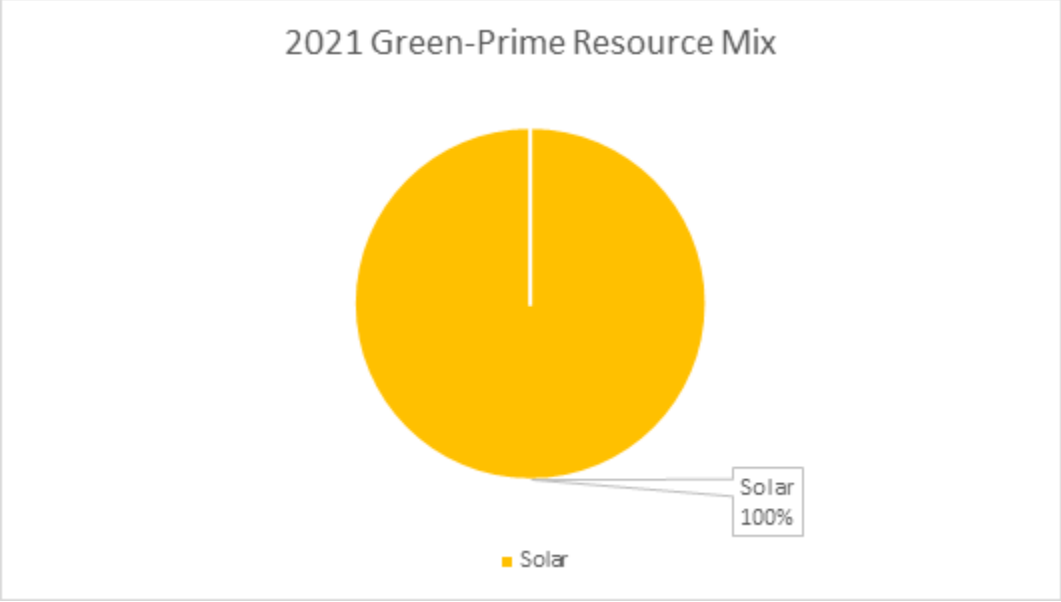


*The charts above are the energy supply that SVCE used to serve its 2020 retail sales for the GreenStart and GreenPrime product offerings.

SVCE 2021 Estimated GreenStart Resource Mix*



SVCE 2021 Estimated GreenPrime Resource Mix*



*The charts directly above are estimates of the energy supply that SVCE will use to serve its 2021 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 web site 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 a dispersed team across the organization, consisting of IT personnel, data analysts, and power analysts. SVCE intends to hire a Technology Services Manager in the coming fiscal year to oversee many aspects of the organization's data engineering, data science and analytics. SVCE employs a cloud-first data strategy, where all mission-critical data is stored on cloud services, including Box for cloud file storage, Microsoft Office365 for collaboration, and the Google Cloud Platform (GCP) for data warehousing. GCP 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.

In addition to the security infrastructure embedded in both GCP, 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. To-date, SVCE customer data has not been the subject of any breaches or data security incidents.

Finally, the IT staff also oversees device and application security and related policies. In addition to standard threat mitigation and security measures (such as password policies and the use of 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, by enforcing modern security practices such as MFA, and by limiting the use of distributed storage devices, SVCE can minimize its exposure to security incidents.

Energy Storage

SVCE currently has 173 MW of wholesale (*i.e.*, in front of the meter) storage capacity contracted over the course of the next twenty years. The 173 MW of already contracted storage capacity will be paired with solar photovoltaic renewables, and 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 both 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 that are disproportionately affected by grid outages.

Effects of COVID-19 on SVCE Operations and Finances

Remote Operations. In response to the pandemic, SVCE moved to a "remote work environment" on March 13th, 2020, with of 100% of employees working from home or locations other than the SVCE office with no disruption in services to our customers. SVCE has maintained a remote work policy since

that date and is in the process of reviewing this policy with a possible hybrid policy that allows for both in office and remote work in the fall 2020 timeframe.

Effects on Energy Load. Overall, comparing a time periods before COVID (Jan through Dec 2019) and during COVID (mid-Mar 2020 through mid-Jul 2021) - and controlling for the weather and customer base - SVCE total load has decreased by approximately 5.5%. Residential load has increased 8%, small/med commercial has reduced by 16%, and large commercial and industrial load has reduced by approximately 10.5%. "

Payment Delinquencies. During the pandemic SVCE began to experience larger than normal payment delinquencies. Historically SVCE's customer write-offs for bad debt have been around 0.25% of billed revenue. For the current fiscal year, SVCE has been experiencing a higher delinquency rate, and we forecast write-offs to fall in the 0.75% – 1.0% range. There are several Federal and State of California funded programs to provide relief to state and local agencies experiencing payment delinquencies from customers suffering financial hardship due to the pandemic. SVCE will be pursuing reimbursement from these programs for unpaid energy bills but can make no representation regarding the amounts that will be provided to SVCE, if any.

Financial Assistance. SVCE is actively working to connect vulnerable customers to financial assistance programs to reduce arrears and mitigate risk of disconnection by PG&E. Throughout the COVID pandemic, the SVCE Board approved a suspension of certain payment policies pertaining to collections and returning customers to PG&E. SVCE will be reinstating its policy of noticing and returning of delinquent customers in phased approach starting November 2021. SVCE is conducting outreach throughout its communities to encourage customers to participate in a repayment plan for current charges that forgives 1/12 of outstanding debt for each month of on-time payment, called the Arrearage Management Plan.

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, as well as grant income used to assist with various customer programs.

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Results of Operations. The following is a summary of SVCE's results of operations for fiscal years ending September 30:

	FY 2019/20	FY 2018/19	FY 2017/18
OPERATING REVENUES			
Electricity sales, net	$ 295,515,259	$ 291,390,036	$ 249,204,377
GreenPrime electricity premium	$ 1,315,254	$ 1,018,493	$ 730,235
Liquidated damages	$ 6,600,000	$ -	$ -
Other income	$ 213,207	$ 64,606	$ 13,500
Total operating revenues	$ 303,643,720	$ 292,473,135	$ 249,948,112
Operating Expenses			
Cost of electricity	251,525,916	217,237,705	$ 189,905,958
Contract services	8,970,429	7,136,317	$ 6,460,109
Staff compensation	4,603,241	3,399,752	$ 2,626,639
General and administration	1,722,054	1,175,314	$ 934,728
Depreciation	52,979	50,440	$ 39,629
Total operating expenses	$ 266,874,619	$ 228,999,528	$ 199,967,063
Operating income	$ 36,769,101	$ 63,473,607	$ 49,981,049
NONOPERATING REVENUE (EXPENSES)			
Interest income	$ 1,729,841	$ 1,230,787	$ 153,840
Financing costs	$ (350,511)	$ (144,157)	$ (15,666)
Total nonoperating revenues (expenses), net	$ 1,379,330	$ 1,086,630	$ 138,174
CHANGE IN NET POSITION	$ 38,148,431	$ 64,560,237	$ 50,119,223
Net position at beginning of year	$ 142,994,957	$ 78,434,720	$ 28,315,497
Net position at end of year	$ 181,143,388	$ 142,994,957	$ 78,434,720

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Assets, Liabilities, Deferred Inflows or Resources and Net Position. The following table is a summary of SVCE's assets, liabilities, deferred inflows or resources and net position for the years ending September 30:

	FY 2019/20	FY 2018/19	FY 2017/18
ASSETS			
Current assets			
Cash and cash equivalents	$ 159,924,735	$ 119,048,306	$ 56,963,340
Accounts receivable, net of allowance	$ 31,458,312	$ 30,276,814	$ 23,661,147
Accrued revenue	$ 17,517,224	$ 19,572,100	$ 16,931,361
Market settlements receivable	$ 107,318	$ 166,657	$ -
Other receivables	$ 208,000	$ 17,900	$ 86,261
Prepaid expenses	$ 2,590,546	$ 1,333,915	$ 1,123,847
Deposits	$ 4,232,419	$ 2,260,556	$ 7,992,770
Restricted cash	$ 4,500,000	$ 5,000,000	$ 2,000,000
Total current assets	$ 220,538,554	$ 177,676,248	$ 108,758,726
Noncurrent assets			
Capital assets, net of depreciation	$ 119,175	$ 148,038	$ 184,319
Deposits	$ 145,130	$ 129,060	$ 6,192,560
Total noncurrent assets	$ 264,305	$ 277,098	$ 6,376,879
Total Assets	$ 220,802,859	$ 177,953,346	$ 115,135,605
LIABILITIES			
Current liabilities			
Accrued cost of electricity	$ 36,744,837	$ 32,132,309	$ 34,183,673
Accounts payable	$ 1,333,121	$ 946,047	$ 720,538
Accrued staff compensation and benefits	$ 415,732	$ 355,192	$ 191,289
Other accrued liabilities	$ 10,000	$ 257,530	$ -
User taxes and energy surcharges due to gov	$ 1,155,781	$ 1,238,991	$ 1,020,385
Security deposits from energy suppliers	$ -	$ 28,320	$ 585,000
Total current liabilities	$ 39,659,471	$ 34,958,389	$ 36,700,885
NET POSITION			
Net position			
Investment in capital assets	$ 119,175	$ 148,038	$ 184,319
Restricted for line of credit collateral	$ 4,500,000	$ 5,000,000	$ 2,000,000
Unrestricted	$ 176,524,213	$ 137,846,919	$ 76,250,401
Total net position	$ 181,143,388	$ 142,994,957	$ 78,434,720

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. 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%. SVCE monitors its risk exposure to River City Bank 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, commercial paper, money market funds and FDIC insured placement service deposits.

Other Liquidity Sources. In October 2019, SVCE entered into a revolving credit agreement with River City Bank. The available credit line under this agreement is $35,000,000 and enhances SVCE's

overall liquidity for potential working capital needs and collateral requirements. SVCE has no outstanding balance but has issued $2,682,000 in standby letters of credit under the agreement. This agreement terminates in October 2021 and is not expected to be renewed. SVCE intends to increase its cash reserve targets by 30-50 days to offset the discontinuation of the Line of Credit.

Credit Rating. SVCE has a 'A' issuer credit rating from S&P Global with a stable outlook and a Moody's Baa2, stable rating.

APPENDIX B
DEFINITIONS OF CERTAIN TERMS

"Act" means 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.

"Administrative Fee Fund" means the fund of that name created under the Indenture.

"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 Product" means, as applicable, PCC1 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 the Energy Supplier pursuant to any Assigned Rights and Obligations.

"Assigned Rights and Obligations" means a portion of a Project Participant's rights and obligations under a power purchase agreement assigned pursuant to an Assignment Agreement.

"*Assignment Agreements*" mean the Initial Assignment Agreements and any subsequent assignment agreement entered into consistent with the Assignment Letter Agreements.

"*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 each Project Participant.

"Assignment Payment" means any payment received from the Energy Supplier in connection with an assignment of the Prepaid Energy Sales Agreement to a replacement energy supplier.

"Assignment Payment Fund" means the Assignment Payment Fund established under the Indenture.

"Base Energy" means Firm (LD) Energy to be delivered to an Energy Delivery Point.

"Bond Counsel" means Orrick, Herrington & Sutcliffe 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 a Calculation Agent or the operational office of CCCFA 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, any day that SIFMA recommends that the fixed income departments of its members be closed for purposes of trading in United States government securities.

"CAISO" means California Independent System Operator or its successor.

"Calculation Agent" means The Bank of New York Mellon Trust Company, N.A., as Calculation Agent for the Series 2021B-2 Bonds.

"CCCFA Custodial Agreement" means that certain Custodial Agreement, dated as of the date of issuance of the Bonds, by and among the Swap Counterparty, CCCFA, and The Bank of New York Mellon Trust Company, N.A., as Trustee and custodian, as the same may be amended, modified or supplemented from time to time.

"CCCFA Commodity Swap" means (i) the transaction confirmation entered into under the ISDA Master Agreement, dated as of the date hereof, by CCCFA and the Swap Counterparty, and (ii) each replacement CCCFA Swap entered into pursuant to 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, collectively, 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, and the sale of Energy to the Project Participants pursuant to the Power Supply Contracts.

"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 a Project Participant, CCCFA or the Energy Supplier under the Power Supply Contracts 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 Royal Bank of Canada, a Canadian chartered bank, and any other Person that becomes counterparty to CCCFA under the CCCFA Commodity Swap or to the Energy Supplier under a the Energy Supplier Swap, in each case pursuant to the Prepaid Energy Sales Agreement.

"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 the 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 the CCCFA Commodity Swap, the amount, if any, payable to CCCFA by the Commodity Swap Counterparty.

"*Commodity Swaps*" means, collectively, the CCCFA Commodity Swap and the MSES Commodity Swap.

"Contract Price" means (i) with respect to SVCE and the Initial EPS Energy Period, (a) the Assigned Fixed Price minus (b) the Monthly Discount, and (ii) with respect to EBCE, and with respect to SVCE following the Initial EPS Energy Period, (a) the Day-Ahead Average Price for the Month in which Energy is delivered, minus (b) the Monthly Discount. The Contract Price for Assigned Energy is inclusive of any amounts due in respect of other Assigned Products.

"Contract Quantity" means, with respect to each Month during the Delivery Period, (i) the Monthly Quantity of Assigned Energy set forth in the applicable exhibit to the Prepaid Energy Sales Agreement for such Month and (ii) the Hourly Quantity of Base Energy set forth in the applicable exhibit to the Prepaid Energy Sales Agreement for such Month, as such exhibits shall be updated from time to time in accordance with the Prepaid Energy Sales Agreement.

"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 Capitalized Interest Subaccount of 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;

(e) all other costs incurred in connection with and properly chargeable to, the acquisition or implementation of the Clean Energy Project;

(f) 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

(g) 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 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 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 after the Initial EPS Energy Periods, the weighted average Day-Ahead Market Price for each Month during the applicable EPS Energy Period, with such weighted average calculated in accordance with the Prepaid Energy Sales Agreement; provided that in no case shall the Day-Ahead Average Price hereunder be less than $0.00/MWh.

"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; provided that in no case shall the Day-Ahead Market Price hereunder be less than $0.00/MWh.

"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.

"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 investment agreement (which may be in the form of an ISDA Master Agreement) with the Investment Agreement Provider with respect to the Debt Service Account, including the Capitalized Interest Subaccount therein, with a a term coterminous with the Initial Interest Rate Period, which 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.

"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.

"Delivery Period" means the period commencing January 1, 2022 and ending December 31, 2051.

"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 this 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.

"EBCE" means East Bay Community Energy Authority, a joint powers authority organized pursuant to the Act.

"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.

"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 Remarketing Reserve Fund" means the Energy Remarketing Reserve Fund in established under the Indenture.

"Energy Supplier" means Morgan Stanley Energy Structuring, L.L.C., a Delaware limited liability company.

"Energy Supplier Commodity Swap" means (i) the transaction confirmation entered into under the ISDA Master Agreement, dated as of the date of the Prepaid Energy Sales Agreement, by the Energy Supplier and the Swap Counterparty, and (ii) each replacement the Energy Supplier Swap entered into pursuant to the Prepaid Energy Sales Agreement.

"Energy Supplier Custodial Agreement" means that certain Custodial Agreement, dated as of the date of issuance of the Bonds, by and among the Swap Counterparty, the Energy Supplier and The Bank of New York Mellon Trust Company, N.A, as Trustee and custodian, as the same may be amended, modified or supplemented from time to time.

"Energy Supplier Guaranty" means the Morgan Stanley Guarantee, as defined in the Prepaid Energy Sales Agreement.

"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 Periods and any subsequent EPS Energy Periods established by future assignments of power purchase agreements consistent with the Assignment Letter Agreements.

"Extraordinary Expenses" means extraordinary and nonrecurring expenses. Termination payments under the Commodity Swap shall not be considered an Extraordinary Expense.

"Failed Remarketing" means, (a) with respect to the Bonds on the Mandatory Purchase Date, a failure to either (i) pay the Purchase Price of the Bonds required to be purchased on such date or (ii) redeem such Bonds in whole on such date (including from any funds required from an Assignment Payment to the Assignment Payment Fund) or (b) with respect to the Bonds (i) if, on the last day of the current Reset Period prior to the Mandatory Purchase Date, CCCFA 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 (b)(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 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.

"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.

"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 a Project Participant, CCCFA or the Energy Supplier 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 CCCFA's or a Project Participant's markets; (ii) CCCFA's or a 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 the Energy Supplier's supply except if such loss or failure results from curtailment by a Transmission Provider; or (iv) 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 a 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 a PPA Supplier fails to deliver any Assigned Energy and claims force majeure with respect to such failure to deliver, then such event shall be deemed to constitute Force Majeure in respect of the Energy Supplier; and (II) to the extent that an Assignment Agreement is terminated early, such

termination shall constitute Force Majeure with respect to the Energy Supplier 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.

"General Reserve Fund" means the General Reserve Fund established in Section 5.02.

"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 determining whether any bond, note or other obligation is 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 MWh) 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 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.

"Index Rate" means a SIFMA Index Rate.

"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 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 Agreements" means, for each Project Participant, a specific PPA between the Project Participant and MSCG, as seller.

"Initial EPS Energy Periods" means the period during which the Initial Assignment Agreements are in effect, which commence on first day of the initial Delivery Period and end on December 31, 2024.

"Initial Interest Rate Period" means, with respect to the Series 2021B Bonds, the period from the date of issuance of the Bonds to and including July 31, 2031.

"*Initial PPA Supplier*" means MSCG.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, including the applicable U.S. Treasury Regulations promulgated thereunder.

"*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 (i) with respect to the Series 2021B-1 Bonds, each February 1 and August 1, commencing February 1, 2022, and (ii) with respect to the Series 2021B-2 Bonds, the first Business Day of each month, commencing with the first Business Day of November 2021.

"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.

"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, each as defined in the Indenture. All Bonds of a Series shall at all times bear interest in the same Interest Rate Period, and 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 Confirmation 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 MSES.

"Investment Agreement Provider" means Morgan Stanley Capital Group, Inc.

"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.

"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, the Energy Supplier or any successors thereto pursuant to any Assigned Rights and Obligations.

"Mandatory Purchase Date" means August 1, 3031.

"Maturity Date" means each date upon which principal of the Bonds is due, as set forth in the Indenture.

"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 Contracts.

"Month" means a calendar month. The term *"Monthly"* shall be construed accordingly.

"Monthly Quantity" means, with respect to each Month of the Delivery Period, the quantity (in MWh) of Assigned Energy for such Month as set forth in the Prepaid Energy Sales Agreement, 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 a guarantee of Morgan Stanley of the Energy Supplier's payment obligations under the Prepaid Energy Sales Agreement in the form attached thereto as Exhibit E.

"MSCG" means Morgan Stanley Capital Group Inc., a Delaware corporation.

"*MSES*" means Morgan Stanley Energy Structuring, L.L.C., a Delaware limited liability company.

"*MWh*" means a megawatt-hour.

"Net Participant Shortfall Amount" means, for any Month in which a Project Participant fails to pay the full amount due under its 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 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) 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 any 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 Contracts; (b) any other current expenses or obligations required to be paid by CCCFA 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 CCCFA's obligations under the Power Supply Contracts; (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, this 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 heading "*Flow of Funds*", 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.

"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 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.

"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 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 and any Project Participant, the amount required to be paid by such 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.

"Person" 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" 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.

"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 Participants, 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 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 Daylight 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 among CCCFA each of the Project Participants, as the same may be amended from time to time.

"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 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 fee payable by each Project Participant under its Power Supply Contract for the payment of Operating Expenses of CCCFA.

"Project Fund" means the Project Fund established under the Indenture.

"Project Participant" means (a) ECBE and SVCE and (b) any other Public Agency that enters into a Power Supply Contract with CCCFA in accordance with the assignment and novation requirements set forth in the Indenture.

"PSC Remarketing Election" means, with respect to any Power Supply Contract, that the relevant Project Participant delivered a Remarketing Election Notice (as defined thereunder) for any Reset Period.

"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.

"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) at least at the credit rating of the Energy Supplier, or, if the Energy Supplier is not rated, the guarantor of the Energy Supplier (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; *provided, however,* that guaranteed investment contracts, forward delivery agreements or similar agreements shall meet the conditions set forth in the preamble to this definition of Qualified Investments;

(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 at the time of investment, 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 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.

"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; provided that in no case shall the Real-Time Market Price hereunder be less than $0.00/MWh.

"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 this Indenture.

"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" 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 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 Contracts 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;

(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; and

(c) any Commodity Swap Receipts received by the Trustee on behalf of CCCFA.

provided that, the term "Revenues" shall not include: (u) any Termination Payment pursuant to the Prepaid Clean Energy Sales Agreement; (v) any amounts received from the Energy Supplier that are required to be deposited into the Energy Remarketing Reserve Fund; (w) any amounts paid by the Project Participants

under a Prepaid Clean Energy Project Administration Agreement; (x) any Assignment Payment received from the Energy Supplier; (y) Interest Rate Swap Receipts; and (z) amounts paid by the Project Participants 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 Participants 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 2021B Bonds*" means the Clean Energy Project Revenue Bonds, Series 2021B-1 and Series 2021B-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 Municipal Market Data 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 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 2021B Bonds, the amounts so designated in the Indenture.

"Special Tax Counsel" means Orrick, Herrington & Sutcliffe 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.

"Supplemental Indenture" means any indenture supplemental to or amendatory of this 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 the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code.

"Tax Agreement" means the Tax Certificate and Agreement of CCCFA with respect to the Bonds dated as of the initial issue date of the 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.

"Trustee" means The Bank of New York Mellon Trust Company, N.A. 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 Contracts, 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 pursuant thereto, (f) all right, title and interest of CCCFA in, to and under the Energy Supplier Guaranty, (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 this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

"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 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 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 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.

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 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 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 (a) above. 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 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 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*. In connection with the issuance of a Series of Bonds bearing interest in an Index Rate Period, the Applicable Spread 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 applicable to such Bonds for the duration of the applicable Index Rate Period, and shall specify such Applicable Spread selected by the Issuer in the Index Rate Determination Certificate for the applicable Index Rate Period. The Applicable Spread 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. At least one (1) Business Day prior to the Initial Issue Date of Bonds in a SIFMA Index Rate Period, the SIFMA 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 first Index Rate Reset Date.

(ii) With respect to any Series of Bonds in a 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 on the next succeeding Business Day, 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, and such Series of Bonds shall bear interest at such SIFMA Index Rate from such Index Rate Reset Date to but not including the following 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 (2) Business Days prior to such Interest Payment Date. The Calculation Agent shall furnish each Index Rate so determined to the Issuer and the Trustee by Electronic

Means not later than each Index Rate Reset Date. Upon the written request of any Holder, the Trustee shall confirm the Index Rate then in effect. 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 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) In determining the interest rate that any Bond shall bear as described in this section "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.

(iv) 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; (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 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 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 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 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 in this paragraph. 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 Section 4.14 shall be given as a part of the notice given pursuant to 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 prior to such Mandatory Purchase Date, in which case such Bonds shall be redeemed rather than purchased on such Mandatory Purchase 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 in the form attached to the Indenture, 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 the Indenture.

(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 any 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 within such Account, a Capitalized Interest Subaccount) 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 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 5.02)

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 Capitalized Interest Subaccount of 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 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 the Indenture described in this section "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 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 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 authorized under the Indenture to sell the Put Receivables then owed by the Specified Project Participants under their respective 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 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 Participants under a 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 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.

provided, however, that if a Project Participant's payment failure results in a Net Participant Shortfall Amount for such Month, the intent is that such payment failure be allocated between the amounts that otherwise would have been deposited to the Debt Service Fund and the Commodity Swap Payment Fund. Therefore, for any Month in which a Net Participant Shortfall Amount exists, the Trustee shall reduce the amount transferred under clause (iii) above to the extent necessary such that the amount available for transfer under clause (iv) above is not less than (A) the amount that would be required to fully fund the Commodity Swap Payments due for such Month, minus (B) the sum of all Net Participant Shortfall Amounts for such Month; and

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, the balance therein is below the cumulative Scheduled Debt Service Deposits for such month as specified on Schedule II attached to the Indenture, 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 a Power Supply Contract to any Project Participant that is in default thereunder, and (ii) promptly give notice to the Energy Supplier to follow the Remarketing Provisions.

(c) In each Month during which (i) there is a deposit of Revenues into the Revenue Fund and (ii) payment of a Principal Installment is due, after making such transfers, credits and deposits as required by paragraph (a) above and after the applicable Principal Installment payment date, 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.

(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 Capitalized Interest Subaccount or 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. Amounts in the Capitalized Interest Subaccount 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 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 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 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 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 after a date for payment of a Principal Installment 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 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 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)(ii) 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) annual refunds to Project Participants pursuant to the Power Supply Contracts;

(iv) 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

(v) any other lawful purpose of the Issuer under the Act;

provided, however, that, subject to the provisions of subsection (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 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 5.10)

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 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 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 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 5.11)

ASSIGNMENT PAYMENT FUND

In connection with the issuance of Refunding Bonds, any Assignment Payment received from the Energy Supplier 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 Participants pursuant to a 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.

(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 Contracts.

(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 Energy Purchase Agreement, the Power Supply Contract, the Issuer Custodial Agreements, 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 Energy Purchase Agreement, the Power Supply Contract, the Issuer Custodial Agreements, 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 Swaps upon the terms and conditions set forth in the Indenture.

(Section 7.07)

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 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 Contracts that is expressly permitted pursuant to the provisions thereof;

(ii) the Issuer and a Project Participant may amend a Power Supply Contract 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 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 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 the Energy Purchase Agreement.

(Section 7.10)

POWER SUPPLY CONTRACTS; 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 the provisions of the Indenture. 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 the Indenture, the Power Supply Contracts with the Project Participants set forth on Schedule I attached to the Indenture 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 the provisions of the Indenture described under this section entitled "Power Supply Contracts; Energy Remarketing," 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 7.11)

ENERGY PURCHASE AGREEMENT; ENERGY SUPPLIER GUARANTY

(a) The Issuer shall enforce the provisions of the Energy Purchase Agreement and duly perform its covenants and agreements thereunder and shall enforce the provisions of the Energy Supplier Guaranty.

(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 or the Energy Supplier Guaranty 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 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, the Energy Supplier Guaranty and any amendments thereto, certified by an Authorized Officer, shall be filed with the Trustee.

(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)

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 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 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 Energy Purchase Agreement, the Power Supply Contracts, the Energy Supplier Guaranty, 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 Energy Purchase Agreement, the Power Supply Contracts, the Energy Supplier Guaranty, 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 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 the 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 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 reasonable 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 supplemental indentures and amendments. Nothing contained in the provisions of the Indenture relating to supplemental indentures and 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 supplemental indentures 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 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 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; 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, 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 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 the above subsection (a) upon compliance with the provisions of the below subsection (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 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, 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

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 $1,084,720,000 Clean Energy Project Revenue Bonds Series 2021B-1 (Green Bonds) (Fixed Rate) and $150,000,000 Clean Energy Project Revenue Bonds Series 2021B-2 (Green Bonds) (SIFMA Index Rate) (collectively, the "*Bonds*"). The Bonds are being issued pursuant to a Trust Indenture, dated as of September 1, 2021 (the "*Indenture*"), between CCCFA and U.S. Bank 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 the audited financial statements of CCCFA 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 Morgan Stanley Energy Structuring, L.L.C., 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 September 9, 2021, 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.

"*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)(i) 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 September 9, 2021 between the Energy Supplier and CCCFA.

"*Remarketing Non-Default Termination Event*" has the meaning assigned to such term in Exhibit C to the Prepaid Energy Sales Agreement.

"*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	AMOUNT	CUSIP NUMBER
08/01/2025	$ 3,200,000	13013JAA4
02/01/2026	2,890,000	13013JAB2
08/01/2026	2,530,000	13013JAC0
02/01/2027	3,000,000	13013JAD8
08/01/2027	2,640,000	13013JAE6
02/01/2028	3,110,000	13013JAF3
08/01/2028	2,895,000	13013JAG1
02/01/2029	3,230,000	13013JAH9
08/01/2029	2,880,000	13013JAJ5
02/01/2030	3,355,000	13013JAK2
08/01/2030	3,005,000	13013JAL0
02/01/2031	3,480,000	13013JAM8
08/01/2031	3,125,000	13013JAN6
02/01/2052	4,000,000	13013JAQ9
02/01/2052	1,041,380,000	13013JAP1
02/01/2052	150,000,000	13013JAR7

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. 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.

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 Alabama.

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 Participants 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 Project Participants 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, in each case for the most recent fiscal year (commencing with the fiscal year ended December 31, 2021), 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, 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 Participants will be submitted to EMMA by 200 days after end of the Project Participant's fiscal year (being June 30 for East Bay Community Energy and September 30 for Silicon Valley Clean Energy).

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.

Audited Financial Statements as described above should be filed at the same times as the Annual Financial Information. 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 the obligated person*

13. The consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, 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 the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, 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 the obligated person, 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 Remarketing Non-Default Termination Event has occurred

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

_____, 2021

California Community Choice Financing Authority
San Rafael, California

California Community Choice Financing Authority
Clean Energy Project Revenue Bonds, Series 2021B-1 (Term Rate), and
Clean Energy Project Revenue Bonds, Series 2021B-2 (SIFMA Index Rate)
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to California Community Choice Financing Authority (the "Issuer") in connection with issuance of $1,084,720,000 aggregate principal amount of California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2021B-1 (Term Rate) (the "Series 2021B-1 Bonds") and $150,000,000 aggregate principal amount of California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2021B-2 (SIFMA Index Rate) (the "Series 2021B-2 Bonds" and, together with the Series 2021B-1 Bonds, the "Bonds"), issued pursuant to a Trust Indenture, dated as of September 1, 2021 (the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., 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.

In such connection, we have reviewed the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contracts, the Commodity Swap, the Seller Swap (as defined in the Prepaid Energy Sales Agreement), the Tax Certificate, dated the date hereof (the "Tax Certificate"), 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.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after original delivery of the Bonds on the date hereof. We 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 our attention after original delivery of the Bonds on the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures provided to us and the due and legal execution and delivery thereof by, and validity against, any parties other than the Issuer. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contracts, the Tax Certificate, 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. We call attention to the fact that the rights and obligations under the Bonds, the Indenture, the Prepaid Energy Sales Agreement, the Power Supply Contracts, the Commodity Swap, the Seller Swap, the Tax Certificate 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. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

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, including without limitation the 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 excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. Interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

SECOND PARTY OPINION

EXECUTIVE SUMMARY

ISSUER

California Community Choice Financing Authority

OPINION ON

Clean Energy Project Revenue Bonds Series 2021B-1 (Green Bonds)
Clean Energy Project Revenue Bonds Series 2021B-2 (Green Bonds)

GREEN STANDARD AND CATEGORY

The Green Bond Principles

- Renewable Energy

EVALUATION DATE

August 17, 2021

SUMMARY

Kestrel Verifiers is of the opinion that the Clean Energy Project Revenue Bonds, Series 2021B Bonds (Green Bonds) conform with the four core components of the Green Bond Principles 2021 as follows:

- Use of Proceeds
  California Community Choice Financing Authority (the "Issuer" or "CCCFA") intends to issue Clean Energy Project Revenue Bonds Series 2021B-1 (Green Bonds) and Series 2021B-2 (Green Bonds) ("Bonds") to finance prepayment for 30 years of renewable and carbon-free electricity to benefit Silicon Valley Clean Energy ("SVCE") and East Bay Community Energy ("EBCE"). Proceeds will also finance capitalized interest, and costs of issuance.
- Process for Project Evaluation and Selection
  CCCFA, SVCE, and EBCE have adopted planning documents and procedures that advance the expansion of renewable and carbon-free energy generation. Decision-making regarding bond-financed activities is overseen by CCCFA's Board of Directors and the community choice aggregators' Boards of Directors. EBCE and SVCE have adopted Integrated Resource Plans that outline long-term planning priorities and strategies.
- Management of Proceeds
  Bond proceeds shall be fully allocated to prepay contracts for renewable and carbon-free energy. A portion of proceeds will also be used to pay capitalized interest, and pay costs of issuance. Temporary investment of these funds is limited to permittable, conservative investments pursuant to the Indenture with respect to the Bonds.
- Reporting
  EBCE's and SVCE's Integrated Resource Plans provide ongoing transparency and updates on the progress of community choice aggregators ("CCAs") meeting statewide requirements for greenhouse gas emission reduction targets within the electricity sector. As required by the California Public Utilities Commission, CCAs also report annually on the power content and greenhouse gas emissions associated with energy supplied to customers. CCCFA will also post continuing financial disclosures to the Municipal Securities Rulemaking Board ("MSRB") annually through the Electronic Municipal Market Access ("EMMA") system.
- Impact and Alignment with United Nation Sustainable Development Goals
  The Bonds support UN Sustainable Development Goals 7: Affordable and Clean Energy, 9: Industry, Innovation, and Infrastructure, 11: Sustainable Cities and Communities, and 13: Climate Action by financing renewable and carbon -free power purchase agreements as part of the Clean Energy Project.

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KESTREL VERIFIERS™

Second Party Opinion

Issuer:	California Community Choice Financing Authority
Issue Description:	Clean Energy Project Revenue Bonds Series 2021B-1 (Green Bonds)
	Clean Energy Project Revenue Bonds Series 2021B-2 (Green Bonds)
Project:	Clean Energy Project (Silicon Valley Clean Energy and East Bay Community Energy)
Green Standard:	Green Bond Principles
Green Category:	Renewable Energy
Par:	$1,234,720,000
Evaluation Date:	August 17, 2021

GREEN BONDS DESIGNATION

Kestrel Verifiers, an Approved Verifier accredited by the Climate Bonds Initiative, conducted an independent external review of these bonds to evaluate conformance with the Green Bond Principles (June 2021) established by the International Capital Market Association.

This Second Party Opinion reflects our review of the uses and allocation of proceeds and oversight and conformance of the bonds with the Green Bond Principles. In our opinion, the Clean Energy Project Revenue Bonds Series 2021B-1 (Green Bonds) and Series 2021B-2 (Green Bonds) ("Bonds") to be issued by the conduit entity California Community Choice Financing Agency for the benefit of two community choice aggregators, East Bay Community Energy and Silicon Valley Clean Energy, are aligned with the four core components of the Green Bond Principles and qualify for Green Bonds designation.

ABOUT THE ISSUER

The Issuer, California Community Choice Financing Agency ("CCCFA"), is a joint powers authority established in 2021 and is comprised of community choice aggregators including its founding members: East Bay Community Energy, Silicon Valley Clean Energy, Marin Clean Energy, and Central Coast Community Energy. CCCFA was incorporated and organized for a variety of purposes, including to issue tax-advantaged bonds to finance energy prepayments of clean energy. This innovative strategy can help community choice aggregators remain cost-competitive with other utilities.

ABOUT THE BORROWERS

Silicon Valley Clean Energy and East Bay Community Energy are the beneficiaries of the Bonds issued by CCCFA. Both entities are community choice aggregators and operate as joint powers authorities and nonprofit public agencies. Community choice aggregators are locally controlled not-for-profit energy providers. The primary purpose is to provide communities with more clean energy options, meet climate action goals, ensure local transparency and accountability, and drive economic development. As of 2021, ten states have authorized community choice aggregators.

Silicon Valley Clean Energy

Silicon Valley Clean Energy ("SVCE") was formed in March 2016 with the purpose of implementing the Silicon Valley Clean Energy Program. SVCE is governed by a 13-member Board of Directors comprised of representatives from each of the participating communities. The mission of SVCE is to reduce dependence on fossil fuels by providing carbon-free, affordable and reliable electricity and innovative programs within the community.

Currently, SVCE provides electricity for approximately 270,000 customers in 13 communities in Santa Clara County. Customers may choose from two electricity options:

- **GreenStart:** 50% renewable energy, 50% carbon-free[1]
- **GreenPrime:** 100% renewable energy

Acknowledging the unparalleled challenges of the electricity industry to reduce greenhouse gas emissions, SVCE has developed a Decarbonization and Grid Innovation team that is advancing new technologies to help meet the community's climate goals. SVCE's programs directly support electrification of the transportation sector and adoption of electric vehicles, reduction of emissions from buildings, and also offer grants and other support for community partners. Additionally, SVCE has supported development of new, large scale renewable energy generation projects since 2016.

East Bay Community Energy

East Bay Community Energy ("EBCE") was formed in 2016 with the purpose of implementing the region's community choice aggregation program. EBCE is governed by a Board of Directors with one representative from each participating jurisdiction and includes a non-voting member from the Community Advisory Committee. The Community Advisory Committee serves as a liaison between local community stakeholders and the Board.

The primary objectives of EBCE are to provide lower-cost electric service than PG&E (the region's primary electricity provider); reduce greenhouse gas emissions ("GHGs") resulting from electricity use within Alameda and San Joaquin Counties; stimulate local renewable energy development; promote energy efficiency and demand reduction programs; drive greater investments into electrification of transportation and building infrastructure, prioritize equitable energy programs, and sustain long-term rate stability for residents and businesses through local control.

Currently, EBCE provides electricity for approximately 1,700,000 residents and business in 15 communities in the County of Alameda and San Joaquin County. Customers may choose from three service options:

- **Renewable 100:** 100% renewable California solar and wind power
- **Brilliant 100:** Carbon-free plan, which is a mix of eligible renewable and hydropower[2]
- **Bright Choice:** Minimum 41% renewable in 2021[3]

EBCE recently made a commitment to 100% clean energy by 2030, while continuing to emphasize investment in their community and local programs. The first few years of service have significantly reduced electricity bills for customers compared to what they would have paid on bills to PG&E. EBCE budgets annually to support local energy programs and regularly invests in local programs related to STEM, arts, athletics, and community needs.

ALIGNMENT TO GREEN STANDARDS

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 (International Capital Market Association definition).

Use of Proceeds

The Bonds will be used to finance prepayment of renewable and carbon-free electricity for the benefit of SVCE and EBCE (the "CCAs"). Proceeds will also finance capitalized interest and costs of issuance. The acquisition for the supply of approximately 30 years of energy for the CCAs is referred to as the Clean Energy Project. The Clean Energy Project is an eligible project as defined by the Green Bond Principles in the project category of *Renewable Energy*.

Green Standard
The Green Bond Principles
Eligible Project Category: ▪ Renewable Energy

Transaction Structure

The structure of the transaction allows the CCAs to use tax-exempt financing opportunities to reduce the cost of energy procurement for participating customers. The Bonds present a model for the 24 other CCAs in California to follow and to further expand access to low-cost renewables for both residential and commercial customers. Further details on the financing structure are discussed in the Official Statement.

The Clean Energy Project

The Bonds will finance the procurement of long-term electricity supply at competitive prices for EBCE and SVCE over two time periods: years 1-3 and years 4-30. The anticipated composition of power supplies acquired with proceeds of the Bonds is available in Table 1. Existing or prospective Power Purchase Agreements ("PPAs") may be assigned to the prepayment and

[1] SVCE's adopted definition includes nuclear and large hydropower as "carbon-free"
[2] All customers will transition off Brilliant 100 service by January 2022.
[3] Ramping up to 100% greenhouse gas free by 2030.

multiple PPAs may fulfill the agreements to supply energy over the defined terms. During the initial 1-3 year period, and at the time of bond pricing, each of the CCA's will have entered into PPAs which will be assigned into the prepayment. In the case of EBCE, the PPA will deliver a fixed annual quantity of energy supplied by specified wind and/or hydroelectric sources. In the case of SVCE, the PPA will deliver a fixed annual quantity of energy supplied by specified hydroelectric sources. Under the terms of both PPAs, during the Year 1-3 period, the CCA's are procuring annual quantities that are 100% carbon-free (but in neither instance are the CCAs procuring Renewable Energy Credits (RECs)).

Table 1. Anticipated overall power content of PPAs under the Clean Energy Project

Bond-Financed Activity	Type	Term
Prepay for East Bay Community Energy	Wind and/or Hydroelectric	1 – 3 years
Prepay for East Bay Community Energy	Renewable and/or carbon-free PPAs	4 – 30 years
Prepay for Silicon Valley Clean Energy	Hydroelectric	1 – 3 years
Prepay for Silicon Valley Clean Energy	Renewable and/or carbon-free PPAs	4 – 30 years

The CCAs have committed to achieving a 100% renewable portfolio in 30 years and the proceeds will be allocated in alignment with these commitments. Both the Series 2021B-1 Bonds and the Series 2021B-2 Bonds will finance the Clean Energy Project.

In the event that PPAs are not able to be assigned to the prepayment in the future (during all or part of the Year 4-30 period), the CCAs will likely continue to purchase power under their existing procurement arrangement outside of the prepayment transaction) and may continue to receive the benefit of the discount from the prepayment under contractual remediation provisions.

Process for Project Evaluation and Selection

Each CCA (SVCE and EBCE) has adopted planning documents that ensure bond-financed activities align with its respective mission and guide decisions around PPAs assigned to prepayment contracts for the Bonds. Both EBCE and SVCE have adopted *Integrated Resource Plans* (IRPs) which are primary planning documents that outline long-term priorities and strategies. IRP's are mandated under SB 350 and are required every two years. IRPs are critical to energy resource selection and are integral to the evaluation and selection of PPAs to be associated with the Bonds. All California Public Utilities Commission jurisdictional load serving entities are required to submit an IRP to the CPUC for approval based on standardized methodologies. IRPs establish policy goals and evaluate resource choices to ensure CCAs are meeting statewide requirements for greenhouse gas emission reduction targets within the power sector and grid reliability mandates. In addition to IRPs, each CCA has additional priorities and processes established to fulfill its respective mission and provide oversight on the activities financed by the Bonds.

Silicon Valley Clean Energy

SVCE has adopted several planning and strategy documents that guide decision-making and establish targets to cut energy-related pollution. Bond proceeds directly align with these documents and advance Silicon Valley Clean Energy's mission to work with the local community to reduce greenhouse gas emissions through renewable energy alternatives and innovative clean energy procurement strategies. The *Decarbonization Strategy and Programs Roadmap*, developed by SVCE leadership in collaboration with SVCE stakeholders and community customers, outlines multi-sector steps to reduce 2015 CO_2 emission baseline levels 30% by 2021, 40% by 2025 and 50% by 2030.[4] Solar power supply, energy efficient grid integration, all-electric construction and retrofits, electric vehicle charging infrastructure, and outreach education are all integrated into this framework for achieving decarbonization goals. SVCE's *Strategic Plan (2020)* highlights these organizational goals and measures for power supply, program planning and tracking, governance and oversight, and more.[5] SVCE demonstrates a notable level of transparency in making these documents, as well as annual operating budgets and a *Supplier Diversity Report (2020)*, publicly available on their website. In making decisions regarding PPAs, SVCE utilizes an internal scoring rubric, prioritizes energy portfolio diversification, and strategically considers geographic distribution of projects.

[4] SVCE Decarbonization Strategy, https://www.svcleanenergy.org/decarbonization/
[5] SVCE Policies, Plans & Reports, https://www.svcleanenergy.org/plans-policies-reports/#

East Bay Community Energy

Bond proceeds support East Bay Community Energy's commitment to innovative renewable energy projects and providing clean energy electricity options to local service areas. As discussed above, EBCE's *Integrated Resource Plan (2020)* is the adopted plan that guides EBCE's process for project selection and evaluation.[6] In line with the analysis and results in the *Integrated Resource Plan (2020)*, EBCE's 15-member Board of Directors committed to a 100% clean, carbon-free energy goal by 2030 and pursue a diverse energy portfolio consisting of solar energy, wind energy, hydropower, and more. EBCE holds regular Community Advisory Committee meetings that are open to the public. The Community Advisory Committee provides input on economic, environmental, and social impacts of EBCE projects on customers and communities. EBCE utilizes an internal scoring rubric, which considers financial risk and energy pricing benefits, project development risk, and local workforce development to guide decision-making around PPA authorization. EBCE's Board ultimately approves PPAs.

California Community Choice Financing Authority

As a conduit entity, CCCFA holds the rights over financing and refinancing of the energy prepayment through tax-advantaged bonds and is not responsible for selecting or negotiating PPAs for specific members such as SVCE and EBCE. CCCFA holds responsibility for this financing through the California Joint Exercise of Powers Act and is obligated to confirm eligibility of financed activities with an authorized list which includes purchase of energy with environmental attributes, facility improvements, provisions of working capital, and other renewable programs. Limits to the allowable uses of proceeds provide additional legal assurance that proceeds will be used for activities with positive environmental impacts. CCCFA is governed by a Board of Directors who have expertise in public utilities finance, clean energy policy, and sustainable energy projects, and are primarily responsible for CCCFA's general management, business affairs, project oversight.

Management of Proceeds

Proceeds from the Bonds will solely be allocated to finance prepayment for renewable energy and carbon-free energy, pay capitalized interest, and pay costs of issuance. Upon closing, CCCFA will immediately acquire a 30-year supply of renewable and carbon-free electricity through the energy supplier, Morgan Stanley Energy Structuring, L.L.C., for the sole benefit of EBCE and SVCE. While proceeds delivered to Morgan Stanley Energy Structuring, L.L.C. will be comingled with other funds before payment to energy suppliers, the total amount is required to be paid to acquire eligible green energy supplies. In Kestrel's view, this management of proceeds through a third party retains alignment with market standards and enables the expansion of renewable and carbon-free energy contracts. Ultimately, this transaction structure enables the financing of the acquisition of renewable and carbon-free electricity and is an exemplary, cost-saving model for CCAs to follow.

Reporting

CCCFA will submit annual continuing disclosures to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") system so long as the Bonds are outstanding.

The CCAs intend to provide voluntary disclosures on the new and existing PPAs being assigned to the prepayment contracts, and provide information on the associated greenhouse gas emission reductions in accordance with calculation methodologies specified by the California Public Utilities Commission or other regulations.

In California, CCAs such as EBCE and SVCE, are considered Electric Load-Serving Entities and are therefore subject to specific reporting requirements, renewable portfolio standards, and reliability standards set forth by the California Public Utilities Commission and the California Energy Commission. Both EBCE and SVCE regularly submit *Integrated Resource Plans* to the California Public Utilities Commission, which provide updates on the progress of CCAs toward meeting statewide requirements for greenhouse gas emission reduction targets within the electricity sector. As required by California Public Utilities Commission, the CCAs also report annually on the power content, or power mix, of the energy supplied to customers. Beginning in 2021, power content reporting will also include greenhouse gas emissions. These reports are available on California Energy Commission's website: https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure/power-content-label/annual-power-content-0

IMPACT AND ALIGNMENT WITH UN SDGS

Bond-financed activities support and advance the vision of the UN SDGs. A comprehensive list of targets and background on UN SDGs 7, 9, 11, and 13 are available on the United Nations website: www.un.org/sustainabledevelopment

The Clean Energy Project financed by the Bonds, including prepayment of clean energy, support Targets 7.1, 7.2, 9.4, and 11.6. The prepayment of renewable electricity for SVCE and EBCE customers increases renewable energy supply and thus

[6] East Bay Community Energy 2020 Integrated Resource Plan (Public Version), https://res.cloudinary.com/diactiwk7/image/upload/fl_sanitize,q_auto/r2005003-public-verison-ebce-2020-irp-9-1-2020.pdf

aligns with Targets 7.1, 7.2, and 9.1. The Clean Energy Project features renewable energy alternatives to avoid greenhouse gas emissions, which advances Target 13.2. CCCFA supports Target 9.4 by financing carbon-free energy to reduce greenhouse gas emissions and create clean energy production. The increased use of carbon-free and renewable energy helps improve air quality and thus supports Target 11.6. Target definitions are included in Appendix A.

Affordable and Clean Energy (Target 7.1, 7.2)

Possible Indicators

- Renewable energy share in the total final energy consumption
- Renewable energy produced
- Metric tons of greenhouse gas emissions avoided
- Number of people with access to renewable and carbon-free energy services

Industry, Innovation, and Infrastructure (Target 9.1, 9.4)

Possible Indicators

- CO_2 emission per unit of value added
- Reduction in fossil fuel use as a result of bond projects
- Total renewable and carbon-free energy produced and distributed

Sustainable Cities and Communities (Target 11.6)

Possible Indicators

- Annual mean levels of fine particulate matter in cities reduced
- Metric tons of greenhouse gas emissions avoided

Climate Action (Target 13.2)

Possible Indicators

- Metric tons of greenhouse gas emissions avoided

CONCLUSION

Based on our independent external review, the Bonds conform, in all material respects, with the Green Bond Principles (2021) and are in complete alignment with the Renewable Energy eligible project category. The Clean Energy Project is uniquely positioned to expand affordable access to renewable and carbon-free energy through community choice aggregators in California.

ABOUT KESTREL VERIFIERS

KESTREL VERIFIERS™

CLIMATE BONDS STANDARD APPROVED VERIFIER

For 20 years Kestrel has been a trusted consultant in sustainable finance. Kestrel Verifiers, a division of Kestrel 360, Inc. is a Climate Bonds Initiative Approved Verifier qualified to verify transactions in all asset classes worldwide. Kestrel is a US-based certified Women's Business Enterprise.

For more information, visit www.kestrelverifiers.com

DISCLAIMER

This Opinion aims to explain how and why the discussed financing meets the ICMA Green Bond Principles based on the information which was available to us during the time of this engagement (August 2021) only. By providing this Opinion, Kestrel Verifiers is not certifying the materiality of the projects financed by the Green Bonds. It was beyond Kestrel Verifiers' scope of work to review for regulatory compliance and no surveys or site visits were conducted. Furthermore, we are not responsible for surveillance on the project or use of proceeds. Kestrel Verifiers relied on information provided by CCCFA and/or the CCAs and publicly available information. The Opinion delivered by Kestrel Verifiers does not address financial

performance of the Green Bonds or the effectiveness of allocation of its proceeds. This Opinion does not make any assessment of the creditworthiness of CCCFA and/or the CCAs or the ability to pay principal and interest when due. This is not a recommendation to buy, sell or hold the Bonds. Kestrel Verifiers is not liable for consequences when third parties use this Opinion either to make investment decisions or to undertake any other business transactions. This Opinion may not be altered without the written consent of Kestrel Verifiers. Kestrel Verifiers reserves the right to revoke or withdraw this Opinion at any time. Kestrel Verifiers certifies that there is no affiliation, involvement, financial or non-financial interest in CCCFA, CCAs, or the projects discussed. Language in the offering disclosure supersedes any language included in this Second Party Opinion.

Use of the United Nations Sustainable Development Goal (SDG) logo and icons does not imply United Nations endorsement of the products, services or bond-financed activities. The logo and icons are not being used for promotion or financial gain. Rather, use of the logo and icons is primarily illustrative, to communicate SDG-related activities.

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Appendix A.
UN SDG TARGET DEFINITIONS

Target 7.1
By 2030, ensure universal access to affordable, reliable and modern energy services

Target 7.2
By 2030 increase the share of renewable energy in the global energy mix

Target 9.1
Develop quality, reliable, sustainable and resilient infrastructure, including regional and trans-border infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all

Target 9.4
By 2030, upgrade infrastructure and retrofit industries to make them sustainable, with increased resource-use efficiency and greater adoption of clean and environmentally sound technologies and industrial processes, with all countries taking action in accordance with their respective capabilities

Target 11.6
By 2030, reduce the adverse per capita environmental impact of cities, including by paying special attention to air quality and municipal and other waste management

Target 13.2
Integrate climate change measures into national policies, strategies and planning

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.

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APPENDIX H

REDEMPTION PRICE OF THE BONDS

The following table sets forth the Redemption Price of the Bonds (being the Amortized Value of the Series 2021B-1 Bonds and 100% of the principal amount of the Index Rate Bonds, but excluding accrued interest which is payable from the amounts required to be on deposit in the Debt Service Account) upon an extraordinary mandatory redemption following an Early Termination Payment Date under the Prepaid Energy Sales Agreement, as of the redemption dates shown below during the Initial Interest Rate Period.

REDEMPTION DATE	REDEMPTION PRICE	REDEMPTION DATE	REDEMPTION PRICE
11/1/2021	$ 1,473,486,534.85	2/1/2027	$ 1,339,031,521.00
12/1/2021	1,471,560,380.75	3/1/2027	1,333,967,068.15
1/1/2022	1,469,634,268.25	4/1/2027	1,331,913,158.50
2/1/2022	1,467,718,681.50	5/1/2027	1,329,848,798.05
3/1/2022	1,465,771,208.15	6/1/2027	1,327,794,882.45
4/1/2022	1,463,834,089.10	7/1/2027	1,325,741,036.95
5/1/2022	1,461,897,036.50	8/1/2027	1,323,687,153.85
6/1/2022	1,459,949,632.70	9/1/2027	1,318,979,081.50
7/1/2022	1,458,023,085.20	10/1/2027	1,316,910,981.60
8/1/2022	1,456,086,252.75	11/1/2027	1,314,842,871.55
9/1/2022	1,454,127,872.20	12/1/2027	1,312,774,861.60
10/1/2022	1,452,169,521.00	1/1/2028	1,310,717,304.35
11/1/2022	1,450,211,270.40	2/1/2028	1,308,649,361.45
12/1/2022	1,448,263,400.40	3/1/2028	1,303,468,391.40
1/1/2023	1,446,315,565.90	4/1/2028	1,301,387,108.80
2/1/2023	1,444,357,351.25	5/1/2028	1,299,316,171.05
3/1/2023	1,442,388,098.20	6/1/2028	1,297,234,917.25
4/1/2023	1,440,418,932.85	7/1/2028	1,295,164,049.70
5/1/2023	1,438,449,789.45	8/1/2028	1,293,103,751.90
6/1/2023	1,436,480,627.90	9/1/2028	1,288,113,520.05
7/1/2023	1,434,511,663.45	10/1/2028	1,286,028,668.45
8/1/2023	1,432,552,891.30	11/1/2028	1,283,943,946.50
9/1/2023	1,430,562,475.00	12/1/2028	1,281,869,680.60
10/1/2023	1,428,571,995.05	1/1/2029	1,279,784,996.15
11/1/2023	1,426,591,938.35	2/1/2029	1,277,710,720.30
12/1/2023	1,424,612,002.55	3/1/2029	1,272,382,603.40
1/1/2024	1,422,632,058.90	4/1/2029	1,270,294,902.75
2/1/2024	1,420,652,132.20	5/1/2029	1,268,196,817.10
3/1/2024	1,418,650,751.80	6/1/2029	1,266,109,181.25
4/1/2024	1,416,649,402.20	7/1/2029	1,264,021,614.25
5/1/2024	1,414,648,143.70	8/1/2029	1,261,934,036.00
6/1/2024	1,412,646,888.90	9/1/2029	1,256,952,070.10
7/1/2024	1,410,656,045.25	10/1/2029	1,254,850,112.90
8/1/2024	1,408,665,331.40	11/1/2029	1,252,748,251.80
9/1/2024	1,406,642,627.00	12/1/2029	1,250,646,355.90
10/1/2024	1,404,630,430.95	1/1/2030	1,248,554,908.60

REDEMPTION DATE	REDEMPTION PRICE	REDEMPTION DATE	REDEMPTION PRICE
11/1/2024	1,402,607,801.20	2/1/2030	1,246,453,081.05
12/1/2024	1,400,595,741.20	3/1/2030	1,240,993,126.20
1/1/2025	1,398,583,636.55	4/1/2030	1,238,877,787.60
2/1/2025	1,396,581,983.35	5/1/2030	1,236,772,932.85
3/1/2025	1,394,548,435.70	6/1/2030	1,234,657,669.05
4/1/2025	1,392,514,986.40	7/1/2030	1,232,552,805.55
5/1/2025	1,390,481,480.75	8/1/2030	1,230,447,950.80
6/1/2025	1,388,458,507.60	9/1/2030	1,225,323,767.45
7/1/2025	1,386,435,595.70	10/1/2030	1,223,204,650.15
8/1/2025	1,384,412,661.00	11/1/2030	1,221,085,498.05
9/1/2025	1,379,167,456.85	12/1/2030	1,218,966,389.50
10/1/2025	1,377,132,638.85	1/1/2031	1,216,857,686.00
11/1/2025	1,375,097,795.60	2/1/2031	1,214,738,643.50
12/1/2025	1,373,063,068.65	3/1/2031	1,209,126,043.30
1/1/2026	1,371,028,407.85	4/1/2031	1,206,993,443.10
2/1/2026	1,369,004,127.25	5/1/2031	1,204,860,882.90
3/1/2026	1,364,066,373.95	6/1/2031	1,202,738,736.50
4/1/2026	1,362,018,558.90	7/1/2031	1,200,616,661.35
5/1/2026	1,359,981,374.25	8/1/2031	1,198,505,000.00
6/1/2026	1,357,933,629.15		
7/1/2026	1,355,896,444.50		
8/1/2026	1,353,859,263.20		
9/1/2026	1,349,277,761.15		
10/1/2026	1,347,226,381.25		
11/1/2026	1,345,175,041.65		
12/1/2026	1,343,123,658.40		
1/1/2027	1,341,072,357.05		

APPENDIX I

SCHEDULE OF TERMINATION PAYMENTS

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 Date occurs, plus the product of (a) the Contract Quantity for such Month, minus the quantity of Energy required to have been delivered in such Month prior to the effectiveness of such Early Termination Date, multiplied by (b) the result of (i) the applicable Fixed Price(s) for Energy (as defined in the CCCFA Commodity Swap), minus (ii) the Specified Discount then in effect.

MONTH OF EARLY TERMINATION	TERMINATION PAYMENT	MONTH OF EARLY TERMINATION	TERMINATION PAYMENT
September-2021	$ 1,462,031,852.62	August-2026	$ 1,346,176,785.05
October-2021	1,463,907,265.19	September-2026	1,343,718,433.98
November-2021	1,465,782,719.36	October-2026	1,341,120,711.10
December-2021	1,467,668,699.27	November-2026	1,338,662,398.29
January-2022	1,465,632,163.63	December-2026	1,336,075,222.61
February-2022	1,463,982,494.76	January-2027	1,333,454,430.13
March-2022	1,461,956,379.87	February-2027	1,331,262,165.34
April-2022	1,460,045,417.94	March-2027	1,328,641,465.26
May-2022	1,458,029,808.14	April-2027	1,326,170,538.19
June-2022	1,456,129,417.56	May-2027	1,323,560,353.07
July-2022	1,454,081,974.72	June-2027	1,321,089,458.50
August-2022	1,452,034,561.22	July-2027	1,318,456,246.52
September-2022	1,450,112,752.49	August-2027	1,315,823,007.00
October-2022	1,448,075,820.20	September-2027	1,313,329,085.48
November-2022	1,446,164,427.56	October-2027	1,310,695,935.90
December-2022	1,444,117,150.62	November-2027	1,308,212,567.19
January-2023	1,442,058,835.28	December-2027	1,305,579,484.66
February-2023	1,440,377,120.11	January-2028	1,302,933,008.32
March-2023	1,438,318,914.42	February-2028	1,300,554,875.74
April-2023	1,436,386,194.74	March-2028	1,297,908,431.70
May-2023	1,434,328,167.99	April-2028	1,295,390,999.77
June-2023	1,432,405,837.71	May-2028	1,292,744,625.92
July-2023	1,430,326,359.12	June-2028	1,290,248,149.99
August-2023	1,428,246,816.87	July-2028	1,287,567,761.85
September-2023	1,426,303,202.04	August-2028	1,284,897,753.95
October-2023	1,424,234,203.95	September-2028	1,282,367,203.87
November-2023	1,422,290,702.16	October-2028	1,279,707,781.68
December-2023	1,420,221,713.17	November-2028	1,277,177,269.09
January-2024	1,418,131,270.48	December-2028	1,274,517,836.95
February-2024	1,416,291,866.90	January-2029	1,271,823,797.09
March-2024	1,414,201,546.11	February-2029	1,269,558,157.96
April-2024	1,412,236,733.18	March-2029	1,266,864,149.35
May-2024	1,410,156,827.23	April-2029	1,264,319,918.70
June-2024	1,408,202,555.25	May-2029	1,261,636,428.74
July-2024	1,406,090,788.56	June-2029	1,259,092,255.69
August-2024	1,403,989,530.21	July-2029	1,256,384,766.83

MONTH OF EARLY TERMINATION	TERMINATION PAYMENT	MONTH OF EARLY TERMINATION	TERMINATION PAYMENT
September-2024	1,402,003,342.33	August-2029	1,253,677,286.67
October-2024	1,399,902,220.04	September-2029	1,251,109,230.77
November-2024	1,397,926,557.25	October-2029	1,248,401,811.91
December-2024	1,395,835,841.76	November-2029	1,245,844,169.81
January-2025	1,393,284,687.82	December-2029	1,243,136,819.30
February-2025	1,391,151,616.70	January-2030	1,240,415,158.16
March-2025	1,388,600,504.76	February-2030	1,238,101,097.74
April-2025	1,386,199,253.48	March-2030	1,235,379,536.70
May-2025	1,383,658,735.28	April-2030	1,232,786,894.77
June-2025	1,381,257,522.45	May-2030	1,230,065,324.97
July-2025	1,378,684,045.34	June-2030	1,227,483,092.09
August-2025	1,376,120,954.38	July-2030	1,224,737,185.78
September-2025	1,373,697,166.33	August-2030	1,221,991,345.52
October-2025	1,371,134,166.42	September-2030	1,219,384,798.62
November-2025	1,368,710,560.82	October-2030	1,216,638,967.11
December-2025	1,366,158,007.26	November-2030	1,214,042,868.81
January-2026	1,363,572,347.67	December-2030	1,211,297,103.35
February-2026	1,361,404,610.80	January-2031	1,208,526,180.19
March-2026	1,358,829,519.86	February-2031	1,206,173,241.51
April-2026	1,356,383,196.63	March-2031	1,203,402,358.35
May-2026	1,353,808,105.68	April-2031	1,200,781,217.15
June-2026	1,351,372,346.25	May-2031	1,198,020,819.04
July-2026	1,348,774,504.57	June-2031[1]	1,195,382,011.37

[1] This amount would also be payable if an Early Termination Date occurs in July 2031 due to a Failed Remarketing.

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