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 Tax-Exempt Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Tax-Exempt Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that, for tax years beginning after December 31, 2022, interest on the Tax-Exempt Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel further observes that interest on the Series 2023A-3 Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that interest on the Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

$459,640,000

California Community Choice Financing Authority

Clean Energy Project Revenue Bonds

(Green Bonds)

$392,985,000	$50,500,000	$16,155,000
Series 2023A-1	Series 2023A-2	Series 2023A-3
(Term Rate)	(SOFR Index Rate)	(Term Rate)
		(Federally Taxable)

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 (Green Bonds), Series 2023A-1 (Term Rate) (the "*Series 2023A-1 Bonds*"), Series 2023A-2 (SOFR Index Rate) (the "*Series 2023A-2 Bonds*" and, together with the Series 2023A-1 Bonds, the "*Tax-Exempt Bonds*"), and Series 2023A-3 (Term Rate) (Federally Taxable) (the "*Series 2023A-3 Bonds*" and, together with the Series 2023A-1 Bonds and Series 2023A-2 Bonds, the "*Bonds*"), under a Trust Indenture between CCCFA and U.S. Bank Trust Company, National Association, as Trustee. The Bonds will be issued in book-entry form through the facilities of The Depository Trust Company ("*DTC*"). Purchases of the Bonds will be made in book-entry form through DTC participants in denominations of $5,000 or any multiple thereof. Payments of principal of, premium, if any, and interest on the Bonds will be made directly to DTC, and will subsequently be disbursed to DTC Participants and thereafter to Beneficial Owners of the Bonds, all as described herein. Capitalized terms used and not otherwise defined on this cover page have the meanings set forth herein.

From their Initial Issue Date to and including July 31, 2029 (the "*Initial Interest Rate Period*"), the Series 2023A-1 Bonds will bear interest in a Term Rate Period and the Series 2023A-2 Bonds will bear interest in a SOFR Index Rate Period, as shown on the inside cover page and described herein. During the Initial Interest Rate Period, interest on the Series 2023A-1 Bonds is payable semiannually on each February 1 and August 1, commencing February 1, 2023, and interest on the Series 2023A-2 Bonds is payable on the first Business Day of each month, commencing on the first Business Day of February 2023. The Series 2023A-1 Bonds and Series 2023A-2 Bonds are subject to optional and extraordinary mandatory redemption during the Initial Interest Rate Period, and the Series 2023A-1 Bonds and Series 2023A-2 Bonds maturing on December 1, 2053 are subject to mandatory tender for purchase on August 1, 2029 (the "*Mandatory Purchase Date*").

From their Initial Issue Date the Series 2023A-3 Bonds will bear interest in a Term Rate Period ending on the day immediately prior to the final maturity date of the Series 2023A-3 Bonds, as shown on the inside cover page and described herein. Interest on the Series 2023A-3 Bonds is payable semiannually on each February 1 and August 1, commencing February 1, 2023. The Series 2023A-3 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption prior to maturity. The Series 2023A-3 Bonds are not subject to tender.

The Bonds have been designated "*Green Bonds*." Kestrel Verifiers, a division of Kestrel 360, Inc. has provided an independent external review and opinion that the Bonds conform with the four core components of the International Capital Market Association's Green Bond Principles, and therefore qualify for Green Bonds designation. See "DESIGNATION OF BONDS AS GREEN BONDS" herein and Appendix J – "Second Party Opinion Regarding Green Bonds Designation."

Proceeds of the Bonds will be used to prepay the costs of acquisition of Electricity to be delivered over approximately 30 years under a Master Power Supply Agreement (the "*Master Power Supply Agreement*"), between Aron Energy Prepay 15 LLC, a Delaware limited liability company (the "*Electricity Supplier*"), and CCCFA. "*Electricity*" means electric energy, renewable energy, renewable energy credits, and other related products, as further described herein. CCCFA will sell all of the Electricity acquired under the Master Power Supply Agreement to Pioneer Community Energy (the "*Project Participant*" or "*Pioneer*") under a Clean Energy Purchase Contract (the "*Clean Energy Purchase Contract*"), between CCCFA and Pioneer. Pursuant to the Master Power Supply Agreement, the Electricity Supplier is obligated to deliver specified quantities of prepaid Electricity to CCCFA, remarket certain quantities in respect of prepaid Electricity not taken by the Project Participant, make certain payments for quantities of Electricity not delivered, and pay a Termination Payment on any Early Termination Payment Date established under the Master Power Supply Agreement. Any such Termination Payment will be applied to the mandatory redemption of all of the Bonds.

The Electricity Supplier will meet the electric delivery requirements under the Master Power Supply Agreement through an Electricity Purchase, Sale and Service Agreement (the "*Electricity Purchase, Sale and Service Agreement*") with J. Aron & Company LLC ("*J. Aron*"). Under the terms of the Master Power Supply Agreement and the Clean Energy Purchase Contract, the Project Participant is expected to assign its rights to delivery of Electricity under existing and future power purchase agreements to J. Aron for ultimate delivery of such Electricity to the Project Participant under the Clean Energy Purchase Contract. J. Aron must consent to any such assignment. As of the date of delivery of the Bonds, the Project Participant has negotiated and expects to initially enter into limited assignment agreements with J. Aron relating to three power purchase agreements.

The Electricity Supplier will loan a specified amount from the prepayment it receives from CCCFA to The Goldman Sachs Group, Inc. ("*GSG*" or the "*Funding Recipient*") under a Term Loan Agreement (the "*Funding Agreement*"), and will enter into the Electricity Purchase, Sale and Service Agreement with J. Aron. Under the Electricity Purchase, Sale and Service Agreement, J. Aron will sell Electricity to the Electricity Supplier so that the Electricity Supplier can meet its obligations to CCCFA under the Master Power Supply Agreement and CCCFA can meet its obligations to the Project Participant under the Clean Energy Purchase Contract. The monthly payments required to be made by GSG under the Funding Agreement will provide amounts sufficient to enable the Electricity Supplier to meet its payment obligations under the Electricity Purchase, Sale and Service Agreement.

THE PAYMENT OF THE BONDS IS NOT GUARANTEED BY THE ELECTRICITY SUPPLIER, J. ARON, GSG, THE UNDERWRITERS, CCCFA OR ITS MEMBERS, OR THE PROJECT PARTICIPANT. THE BONDS ARE NOT AN OBLIGATION OF THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION, THE MEMBERS OF CCCFA OR THE PROJECT PARTICIPANT, 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 AND LIMITED OBLIGATIONS OF CCCFA, PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE.

This Official Statement describes the Series 2023A-1 Bonds and Series 2023A-2 Bonds only during the Initial Interest Rate Period for such Bonds and must not be relied upon if the Series 2023A-1 Bonds or Series 2023A-2 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 Underwriters, 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 Participant by Chapman and Cutler LLP; for the Electricity Supplier by Sheppard, Mullin, Richter & Hampton LLP; for GSG by Sullivan & Cromwell LLP; and for the Underwriters by Stradling Yocca Carlson & Rauth, a Professional Corporation. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about January 4, 2023.

Goldman Sachs & Co. LLC **Academy Securities**

Dated: December 6, 2022

$459,640,000
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS
(GREEN BONDS)

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS†

$392,985,0000 SERIES 2023A-1 BONDS
(TERM RATE)

$392,985,000 5.00% Put Bond due December 1, 2053[1], Yield: 4.25%[C], CUSIP†: 13013JBL9

$50,500,000 SERIES 2023A-2 BONDS
(SOFR INDEX RATE)

Maturity Date	Applicable Factor[2]	Index	Applicable Spread[3]	Price	CUSIP†
December 1, 2053[1]	67.0%	SOFR Index	1.95%	100%	13013JBM7

$16,155,000 SERIES 2023A-3 BONDS
(TERM RATE) (FEDERALLY TAXABLE)

$16,155,000 5.95% Term Bond due August 1, 2029, Price: 100%, CUSIP†: 13013JBN5

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† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above have been provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems, Inc., and are included solely for the convenience of bondholders only. CCCFA and the Underwriters 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.

c Yield to the mandatory tender date of August 1, 2029.

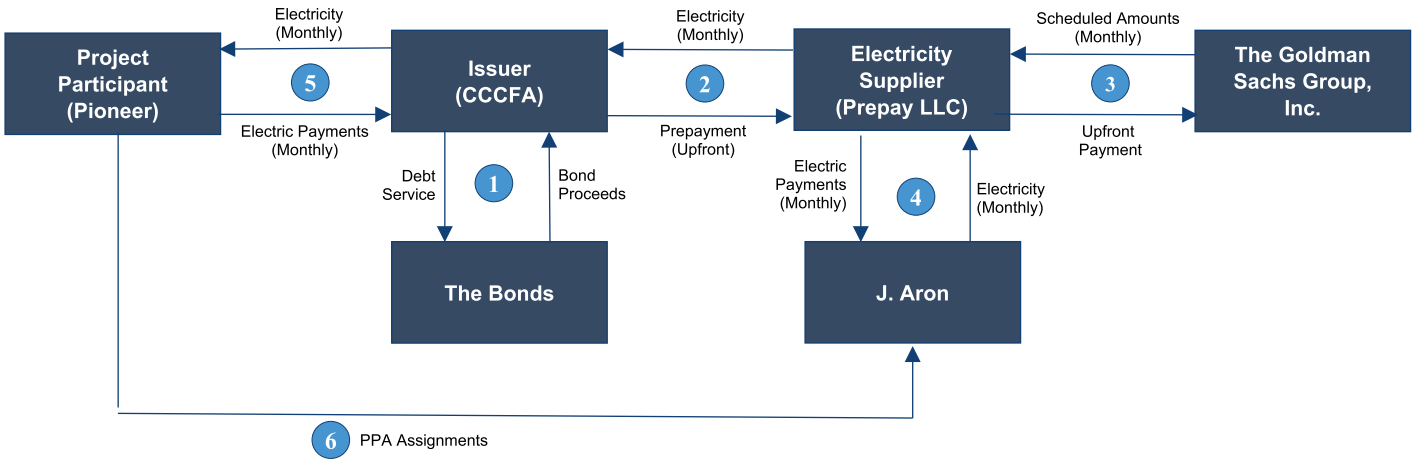
1 The Series 2023A-1 Bonds and Series 2023A-2 Bonds maturing on December 1, 2053 are required to be tendered for purchase on August 1, 2029.

2 Applicable Factor means the percentage or factor of the SOFR Index used to calculate the SOFR Index Rate for the Series 2023A-2 Bonds. The Applicable Factor will remain constant for the duration of the initial SOFR Index Rate Period. See "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – INTEREST – Series 2023A-2 Bonds" herein.

3 Applicable Spread means, with respect to the Series 2023A-2 Bonds, the margin added to the product of the Applicable Factor and the SOFR Index to determine the SOFR Index Rate. The Applicable Spread will remain constant for the duration of the initial SOFR Index Rate Period. See "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – INTEREST –Series 2023A-2 Bonds" herein.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS
(GREEN BONDS)
SERIES 2023A

PREPAID COMMODITY TRANSACTION STRUCTURE
(EXPECTATION FOR INITIAL DELIVERY PERIOD – ASSIGNED PPAS IN EFFECT)



1. **Bond Issuance**: California Community Choice Financing Authority (*"CCCFA"*) issues the Bonds to fund the prepayment of electric energy, renewable energy, renewable energy credits, and other related products (collectively, "*Electricity*"), pay capitalized interest, fund a debt service reserve, a commodity swap reserve, 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.

   Interest Rate Swap: CCCFA will enter into the Interest Rate Swap with J. Aron & Company LLC (*"J. Aron"*) under which it will pay a fixed rate (semi-annually) and receive a floating rate (monthly) with respect to the interest rate on the Index Rate Bonds, as described herein.

2. **Prepayment**: CCCFA will apply bond proceeds to prepay Aron Energy Prepay 15 LLC (the *"Electricity Supplier"*) for approximately 30 years of Electricity deliveries. Under the Master Power Supply Agreement, the Electricity Supplier will be obligated to (a) deliver Electricity to CCCFA during the Delivery Period; (b) make payments for any prepaid Electricity not delivered or taken; and (c) make a Termination Payment upon a Termination Payment Event, including upon a Failed Remarketing, as described herein.

3. **Funding Agreement**: The Electricity Supplier, as lender, and The Goldman Sachs Group, Inc. ("*GSG*"), as Funding Recipient, will enter into an unsecured term loan agreement (the *"Funding Agreement"*) pursuant to which the Electricity Supplier will make a loan to GSG in a specified amount from the proceeds of the prepayment received by the Electricity Supplier under the Master Power Supply Agreement. The Scheduled Amounts payable under the Funding Agreement will provide amounts sufficient to meet the Electricity Supplier's monthly Electricity purchase obligations. The Funding Agreement will provide a fixed interest rate for a term equal to the Initial Interest Rate Period on the Bonds and will mature at the end of such period.

4. **Electricity Supply**: The Electricity Supplier will procure the Electricity from J. Aron. The Electricity Supplier will enter into a long-term Electricity Purchase, Sale and Service Agreement with J. Aron whereby the Electricity Supplier will purchase Electricity from J. Aron during the Delivery Period that matches the delivery quantities and terms under the Master Power Supply Agreement. The Electricity Supplier will pay for the Electricity monthly. J. Aron's payment obligations under the Electricity Purchase, Sale and Service Agreement will be guaranteed by GSG.

5. **Project Participant**: Under the Clean Energy Purchase Contract, CCCFA will sell to the Project Participant on a pay-as-you-go basis all of the prepaid Electricity delivered by the Electricity Supplier at the Contract Price. So long as sufficient Assigned PPAs (defined below) are assigned to J. Aron, the Project Participant must pay for all Assigned Electricity actually delivered under the Clean Energy Purchase Contract. If the amount of Assigned Electricity actually delivered to the Project Participant is less than the Assigned Prepay Quantity, the Electricity Supplier will be deemed to have purchased the portion of the Assigned Prepay Quantity not delivered for its own account, subject to the terms of the Master Power Supply Agreement and the Clean Energy Purchase Contract. The amounts payable by the Project Participant and the Electricity Supplier are calculated to provide sufficient revenues (net of interest rate swap payments and receipts, and investment income) to enable CCCFA to make the required scheduled deposits to the Debt Service Account.

6. **Assigned PPAs**: The Project Participant expects to assign certain rights, title and interest as purchaser under existing and future power purchase agreements (each an "*Assigned PPA*") to J. Aron, which are anticipated to deliver a quantity of Electricity that allows for J. Aron to meet the Electricity Supplier's prepaid Electricity delivery obligations during the Initial Interest Rate Period. J. Aron will use a portion of the Electricity delivered under the Assigned PPAs to meet its obligation to deliver Electricity under the Electricity Purchase, Sale and Service Agreement (payments associated with any additional Electricity is not pledged as part of the Trust Estate). Through this structure, the Project Participant anticipates being able to procure long-term clean energy electricity supplies at favorable prices.

   Electricity Remarketing and Commodity Swaps: If the Project Participant does not require all or any portion of the Electricity that it is obligated to purchase under the Clean Energy Purchase Contract, it may request that the Electricity Supplier remarket such portion of the Electricity to another purchaser, and the assignment of the related quantity of assigned Electricity may be terminated. In addition, if the Project Participant is unable to assign sufficient eligible PPAs to J. Aron (including in replacement of any terminating Assigned PPA), the Electricity Supplier will remarket certain Base Quantities of Electricity under the Master Power Supply Agreement. CCCFA will enter into a commodity price swap (the "*CCCFA Commodity Swap*"), which will remain inactive while sufficient Assigned PPAs are assigned to J. Aron. In the event of a remarketing and Electricity is not delivered pursuant to the Assigned PPAs, the Electricity Supplier will deliver market power for remarketing. Under the CCCFA Commodity Swap, if active, CCCFA will pay amounts based on the daily market price and receive fixed amounts from the Commodity Swap Counterparty to ensure its payment obligations are market based while ensuring that sufficient revenues are available to meet its fixed debt service obligations. The Electricity Supplier will enter into a mirror swap with the same Commodity Swap Counterparty to meet its requirements for market-referenced pricing to fulfill its delivery obligations. See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING" herein for further details on the timing, triggers and process of electricity remarketing.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

BOARD OF DIRECTORS

Nick Chaset, Chair

Girish Balachandran, Vice Chair

Garth Salisbury, Member

Tom Habashi, Member

Ted Bardacke, Member

MANAGEMENT

Garth Salisbury, Treasurer-Controller

Michael Callahan, General Counsel

MEMBERS

Central Coast Community Energy

Clean Power Alliance of Southern California

East Bay Community Energy Authority

Marin Clean Energy

Pioneer Community Energy

Silicon Valley Clean Energy Authority

PROJECT PARTICIPANT

Pioneer Community Energy

BOND COUNSEL

Orrick Herrington & Sutcliffe LLP

PROJECT PARTICIPANT'S COUNSEL

Chapman and Cutler LLP

TRUSTEE

U.S. Bank Trust Company, National Association

PROJECT PARTICIPANT'S MUNICIPAL ADVISOR

PFM Financial Advisors LLC

The information contained in this Official Statement has been obtained from CCCFA, the Project Participant, the Electricity Supplier, J. Aron, GSG, 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 Underwriters. 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 United States 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 UNDERWRITERS 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 Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

CCCFA and the Project Participant each maintain a website and certain social media accounts. However, the information presented on such website and on such accounts is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds. References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 of the United States Securities and Exchange Commission.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. CCCFA does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

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OFFICIAL STATEMENT

$459,640,000
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY
CLEAN ENERGY PROJECT REVENUE BONDS
(GREEN BONDS)

$392,985,000	**$50,500,000**	**$16,155,000**
SERIES 2023A-1	**SERIES 2023A-2**	**SERIES 2023A-3**
(TERM RATE)	**(SOFR INDEX RATE)**	**(TERM RATE)**
		(FEDERALLY TAXABLE)

INTRODUCTION

This Official Statement, which includes the cover page and appendices attached hereto, contains information concerning (a) California Community Choice Financing Authority (*"CCCFA"* or the *"Issuer"*), (b) CCCFA's Clean Energy Project Revenue Bonds (Green Bonds) Series 2023A-1 (Term Rate) (the "*Series 2023A-1 Bonds*"), Clean Energy Project Revenue Bonds (Green Bonds) Series 2023A-2 (SOFR Index Rate) (the *"Series 2023A-2 Bonds"*), and Clean Energy Project Revenue Bonds (Green Bonds) Series 2023A-3 (Term Rate) (Federally Taxable) (the *"Series 2023A-3 Bonds"* and, together with the Series 2023A-1 Bonds and the Series 2023A-2 Bonds, the *"Bonds"*), being issued in the aggregate principal amount of $459,640,000 and (c) the Clean Energy Project (defined below) being financed with proceeds of the Bonds. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings set forth in APPENDIX C.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

California Community Choice Financing Authority is a joint powers agency, the membership of which is composed of Pioneer Community Energy (the "*Project Participant*" or "*Pioneer*"), Central Coast Community Energy, Clean Power Alliance of Southern California, East Bay Community Energy Authority, Marin Clean Energy, and Silicon Valley Clean Energy Authority (collectively, the "*Members*"), 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 and a joint powers agreement among its Members, with the power to issue the Bonds and enter into the transaction documents described herein. CCCFA is authorized to exercise the common powers of its Members and to undertake all actions permitted by the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the "*Act*"), including the purchase of the Electricity (defined below) and the sale thereof to the Project Participant, and the entry into of the related agreements described herein (referred to herein as the "*Clean Energy Project*"). See "CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY" and "COMMUNITY CHOICE AGGREGATORS."

THE BONDS

The Bonds will be issued in three separate Series, the Series 2023A-1 Bonds, the Series 2023A-2 Bonds and the Series 2023A-3 Bonds, as shown on the inside cover page and described herein.

Series 2023A-1 Bonds and Series 2023A-2 Bonds. From their Initial Issue Date to and including July 31, 2029 (the *"Initial Interest Rate Period"*), the Series 2023A-1 Bonds will bear interest at fixed Term Rates in a Term Rate Period, with interest payable semiannually on each February 1 and August 1,

commencing February 1, 2023, and the Series 2023A-2 Bonds will bear interest at a variable SOFR Index Rate in a SOFR Index Rate Period, with interest payable on the first Business Day of each month, commencing on the first Business Day of February 2023.

The Series 2023A-1 Bonds and Series 2023A-2 Bonds are subject to optional redemption and extraordinary mandatory redemption during the Initial Interest Rate Period, and the Series 2023A-1 Bonds and Series 2023A-2 Bonds maturing on December 1, 2053 are required to be tendered for purchase on August 1, 2029 (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 upon the failure (i) of the Trustee to receive the Purchase Price, or to have on deposit in the Bond Purchase Fund amounts sufficient and available to pay the Purchase Price, of any Series 2023A-1 Bond or Series 2023A-2 Bond required to be purchased on a Mandatory Purchase Date by 12:00 noon, New York City time, on the fifth Business Day preceding such Mandatory Purchase Date or (ii) to purchase or redeem any such Series 2023A-1 Bond or Series 2023A-2 Bond in whole by such Mandatory Purchase Date (including from any funds on deposit in the Assignment Payment Fund and required to be used for such redemption). A Failed Remarketing will result in early termination of the Master Power Supply Agreement and the extraordinary redemption of the Bonds on the Mandatory Purchase Date. See "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – REDEMPTION" and "– TENDER OF SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – *Mandatory Tender*."

Series 2023A-3 Bonds. From their Initial Issue Date, the Series 2023A-3 Bonds will bear interest at fixed Term Rates in a Term Rate Period ending on the day immediately prior to the Final Maturity Date of the Series 2023A-3 Bonds, with interest payable semiannually on each February 1 and August 1, commencing February 1, 2023. The Series 2023A-3 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption prior to maturity. The Series 2023A-3 Bonds are <u>not</u> subject to tender. See "THE SERIES 2023A-3 BONDS."

The Series 2023A-1 Bonds and Series 2023A-3 Bonds bearing interest at a Term Rate are sometimes referred to herein as the "*Term Rate Bonds*." The Series 2023A-2 Bonds bearing interest at a SOFR Index Rate are sometimes referred to herein as "*Index Rate Bonds*." The Series 2023A-1 Bonds and the Series 2023A-2 Bonds are sometimes referred to herein collectively as the "Tax-Exempt Bonds." The Series 2023A-3 Bonds are sometimes referred to herein as the "Taxable Bonds."

SECURITY FOR THE BONDS

The Bonds are issued pursuant to the authority contained in the Act, and are issued and secured under a Trust Indenture, to be dated as of the first day of the month in which the Bonds are issued (the *"Indenture"*), between CCCFA and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*). The Bonds are special, limited obligations of CCCFA, are payable solely from and secured solely by the Trust Estate as and to the extent provided in the Indenture, and are expected to be paid from the Revenues of the Clean Energy Project. See "SECURITY FOR THE BONDS."

The Trust Estate, which secures the Bonds and the Interest Rate Swap (defined below), includes (among other things), CCCFA's rights under a Clean Energy Purchase Contract with the Project Participant, the Revenues, any Termination Payment payable by the Electricity Supplier under the Master Power Supply Agreement, CCCFA's rights under the Receivables Purchase Provisions, and the Pledged Funds (but excluding the Administrative Fee Fund and Rebate Payments held in any Fund or Account) under the Indenture (including the investment income thereof), all as described herein. The pledge of and lien on the Trust Estate in favor of the Bonds is 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.

THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF CCCFA, THE PROJECT PARTICIPANT, THE MEMBERS OF CCCFA, 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

General. CCCFA is issuing the Bonds to finance the Cost of Acquisition of an approximately 30-year supply of Prepaid Electricity (defined below) under a Master Power Supply Agreement (the "*Master Power Supply Agreement*") between CCCFA and Aron Energy Prepay 15 LLC, a Delaware limited liability company (the *"Electricity Supplier"*), and the sale thereof to the Project Participant, as described herein. J. Aron & Company LLC ("*J. Aron*") is the sole member of the Electricity Supplier. Under the Master Power Supply Agreement, the Electricity Supplier has agreed to deliver specified quantities of electricity each month to designated delivery points. CCCFA will use proceeds of the Bonds to finance a prepayment to the Electricity Supplier for the cost of all Prepaid Electricity to be delivered over the term of the Master Power Supply Agreement. See "THE MASTER POWER SUPPLY AGREEMENT."

The Clean Energy Project is structured to assist the Project Participant to procure a long-term supply of electricity at attractive prices. In order to do so, the Clean Energy Project includes a feature whereby the Project Participant expects to assign to J. Aron a portion of the Project Participant's rights and obligations (the "*Assigned Rights and Obligations*") to receive certain quantities of renewable energy, including three-phase, 60-cycle alternating current electric energy ("*Energy*") and renewable energy credits ("*RECs*") under existing and future power purchase agreements ("*PPAs*"), subject to J. Aron's consent. If such assignment is accepted by J. Aron, Electricity thereunder ("*Assigned Electricity*") will be delivered to the Electricity Supplier under an Electricity Purchase, Sale and Service Agreement (the "*Electricity Purchase, Sale and Service Agreement*") between J. Aron and the Electricity Supplier to meet the Electricity Supplier's obligations to deliver prepaid Electricity ("*Prepaid Electricity*") to CCCFA under the Master Power Supply Agreement. CCCFA will then deliver such Electricity to the Project Participant under a Clean Energy Purchase Contract (the *"Clean Energy Purchase Contract"*) between CCCFA and the Project Participant.

CCCFA and the Project Participant will, concurrently with the execution of the Master Power Supply Agreement, enter into the Clean Energy Purchase Contract. The Clean Energy Purchase Contract provides for the sale by CCCFA to the Project Participant of the Prepaid Electricity at the Contract Price and any excess Assigned Electricity (as further described herein, "*Assigned PAYGO Electricity*") to be delivered under the Clean Energy Project by the Electricity Supplier at the APC Contract Price. During the Delivery Period (defined below), the Project Participant will use the Energy it purchases from CCCFA for sale to retail customers located in its established service area. The total quantity of Prepaid Electricity expected to be delivered by the Electricity Supplier during the Initial Interest Rate Period under the Master Power Supply Agreement is an estimated 2.1 million megawatt hours (*"MWh"*) of Energy. See "THE CLEAN ENERGY PURCHASE CONTRACT."

The Assigned PPAs. Pursuant to separate limited assignment agreements (each, an "*Assignment Agreement*") among the Project Participant, J. Aron, and the respective PPA Sellers (defined below), the Project Participant is expected to initially assign a portion of its rights and obligations to Electricity (the "*Initial Assigned Rights and Obligations*") under three PPAs to J. Aron for delivery beginning June 1, 2023 (the "*Initially Assigned PPAs*"). J. Aron will use the Electricity delivered under the Initially Assigned PPAs, and any future power purchase agreements assigned to it by the Project Participant (collectively, "*Assigned PPAs*"), to meet its obligation to deliver Prepaid Electricity under the Electricity Purchase, Sale and Service Agreement with the Electricity Supplier. The quantities of Electricity to be delivered in connection with the

Assigned Rights and Obligations will be "*Assigned Quantities*" and will consist of "*Assigned Prepay Quantities*", to the extent related to Prepaid Electricity, and "*Assigned PAYGO Quantities,*" to the extent related to Assigned PAYGO Electricity.

In the event of any expiration, termination or anticipated termination of Assigned Rights and Obligations or a failure to assign sufficient Assigned Rights and Obligations under eligible PPAs, the Project Participant is obligated to use Commercially Reasonable Efforts to assign additional or replacement Assigned Rights and Obligations (referred to as "*Replacement Assigned Rights and Obligations*") to J. Aron for delivery of Electricity to the Electricity Supplier, which assignment is subject to J Aron's consent. The Project Participant has or expects to have additional power purchase agreements pursuant to which it purchases or expects to purchase Electricity and wherein its rights and obligations thereunder could be assigned to J. Aron to meet the required Prepaid Electricity delivery obligations of the Electricity Supplier during the Delivery Period.

In the event of termination of the Master Power Supply Agreement, the rights, title and interest under the Assigned PPAs will revert back to the Project Participant, who will continue to receive the Electricity delivered under such agreements at the price payable under the applicable Assigned PPA (the "*APC Contract Price*"). In the event of a termination of an Assignment Agreement and the reversion of the related Assigned Rights and Obligations under an Assigned PPA to the Project Participant, no termination payment other than payment for delivered Electricity will be required to be made by CCCFA, the Electricity Supplier, or J. Aron.

Comparison to Prior Tax-Exempt Commodity Prepayment Structures.

The Clean Energy Project retains many of the features common to tax-exempt natural gas prepayment transactions. *For ease of investors, a short description of certain notable similarities and differences is provided below. These descriptions should not be used to make an investment decision. Any investment decision must be based upon reading the entire Official Statement, which describes the Clean Energy Project and the security for the Bonds.*

Notable Similarities. The Clean Energy Project includes a number of similarities to natural gas prepayment transactions. Some, but not all, of these similarities include:

- CCCFA issues the Bonds, the interest on which is exempt from federal and State of California income taxes, to prepay for approximately thirty years of commodity deliveries. See "TAX MATTERS."

- The proceeds of the Bonds are used to finance the prepayment, and the Series 2023A-1 Bonds and Series 2023A-2 Bonds are subject to mandatory tender at the end of the initial Interest Rate Period. See "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – TENDER OF SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS."

- The Electricity Supplier is lending an amount of funds approximately equal to the prepayment amount to The Goldman Sachs Group, Inc. ("*GSG*" or the "*Funding Recipient*"). See "THE FUNDING AGREEMENT."

- To the extent the Project Participant's qualified electricity requirements decline such that the Project Participant can no longer use the Prepaid Electricity to make qualified retail sales, it has the right to request CCCFA to request the Electricity Supplier to remarket the Prepaid Electricity. See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING."

- If the Project Participant fails to make a payment, the Trustee is required to stop all future deliveries of Electricity and request the Electricity Supplier remarket all such future deliveries, until such time as the Project Participant has cured its default. See "THE CLEAN ENERGY PURCHASE CONTRACT – DEFAULT."

- Upon a Termination Payment Event, the Electricity Supplier is required to make the Termination Payment, which has been calculated to be sufficient along with other funds scheduled to be on hand, to be sufficient to pay the Redemption Price of the Bonds. See "– REDEMPTION" under each of "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS" and "THE SERIES 2023A-3 BONDS" and "THE MASTER POWER SUPPLY AGREEMENT – EARLY TERMINATION."

The above description is intended to just be a subset of certain similarities between the Clean Energy Project and prior commodity prepayment transactions. Investors must read the entire the Official Statement for a full description of the Clean Energy Project and the Bonds.

Notable Differences. The Clean Energy Project contains certain differences from prior tax-exempt commodity prepayment transactions, primarily related to the electricity delivery function and the assignment of Assigned PPAs, to wit:

- *Assigned PPAs.* As discussed under the subheading "– *The Assigned PPAs*" above, the Project Participant expects to assign certain rights and obligations under three Initially Assigned PPAs to J. Aron, and has the obligation to use commercially reasonable efforts to assign additional PPAs in the future (which assignment is subject to J. Aron's consent). J. Aron will use the Electricity delivered under the Initially Assigned PPAs and any other Assigned PPAs to satisfy its obligations to deliver Electricity to the Electricity Supplier under the Electricity Purchase, Sale and Service Agreement. See "THE CLEAN ENERGY PURCHASE CONTRACT – ASSIGNMENT OF POWER PURCHASE AGREEMENTS."

- *Delivery of and Payment for Electricity.* Assigned Electricity will be delivered by the Electricity Supplier to CCCFA under the Master Power Supply Agreement. CCCFA will then deliver such Assigned Electricity to the Project Participant under the Clean Energy Purchase Contract. The Project Participant has agreed to pay for Assigned Electricity actually delivered under the Clean Energy Purchase Contract at the Contract Price. The average annual amount of Assigned Prepay Quantities to be delivered under the Initial Interest Rate Period is anticipated to be less than 19% of the Project Participant's annual electricity needs as measured by its loss-adjusted load forecast for 2023. To the extent the Assigned PPAs provide an aggregate amount of energy for any month that is less than the Assigned Prepay Quantity, the Project Participant will be deemed to have requested that the Electricity Supplier remarket that portion of the Assigned Electricity not delivered. The Electricity Supplier will be required to sell such Electricity in a private business use sale and the Project Participant will be obligated to utilize an amount equivalent to the proceeds of such remarketing to remediate such private business use sale by purchasing Electricity for resale to retail customers located in its established service area. The Project Participant purchases Electricity to serve all of its retail load and expects such remediation will occur concurrently with such a remarketing.

- *Assigned PAYGO Electricity.* To the extent the Assigned PPAs provide an aggregate amount of Electricity greater than the amount necessary to meet the delivery schedules of Prepaid Electricity set forth in the Clean Energy Purchase Contract, such Electricity will be delivered to the Project Participant at the APC Contract Price. Such excess Electricity, described herein as Assigned PAYGO Electricity, and associated payments are not part of

the Trust Estate. See "THE CLEAN ENERGY PURCHASE CONTRACT – PRICING PROVISIONS."

- *Base Quantities*. In the event an Assigned PPA terminates, or otherwise there are not Assigned PPAs of sufficient quantities to meet the planned volumes of Prepaid Electricity, the Electricity Supplier will deliver and remarket Electricity in an amount designated in the Master Power Supply Agreement, as it may be adjusted or reduced pursuant to the terms thereof to be delivered in such hour ("*Base Quantities*"). It is anticipated that the Project Participant will be able to assign sufficient PPAs to meet the required Prepaid Electricity delivery obligations of the Electricity Supplier, and Base Quantities are not expected to be delivered or remarketed during the Initial Interest Rate Period.

- *Remarketing*. In the event the Project Participant is unable to assign PPAs with sufficient quantities to J. Aron under the Clean Energy Project or the Project Participant does not require or is unable to receive all of the Assigned Electricity and the related Assignment Agreement for an Assigned PPA terminates, then Base Quantities will increase, and the Electricity Supplier is required to remarket such Base Quantities. In such a circumstance, the Project Participant is unlikely to realize the full discount intended to be realized from the Clean Energy Project, if any discount at all.

- *Commodity Swaps.* In the event Prepaid Electricity must be remarketed, the Electricity Supplier will either sell the Prepaid Electricity to qualified buyers or will purchase the Prepaid Electricity for its own account. If Electricity is not being delivered pursuant to Assigned PPAs and Base Quantities are delivered for remarketing, the payments for the Electricity will be based on market pricing at such time. In order to ensure there are sufficient funds available to meet the payments of principal of and interest on the Bonds under such circumstances, CCCFA has entered into a commodity swap with the Commodity Swap Counterparty (defined below) under which CCCFA will pay market prices and receive fixed prices (the "*CCCFA Commodity Swap*"). The Electricity Supplier has entered into a mirror commodity swap (the "*Electricity Supplier Commodity Swap*" and, together with the CCCFA Commodity Swap, the "*Commodity Swaps*"). Payments are only made under the Commodity Swaps to the extent Base Quantities are being delivered, which currently would result in a remarketing. Otherwise, the Commodity Swaps are dormant (as is anticipated for the Initial Interest Rate Period), and while such Commodity Swaps are dormant, CCCFA cannot have a cash flow default thereunder. See "THE COMMODITY SWAPS."

The above description is intended to just be a subset of certain of the differences between the Clean Energy Project and prior natural gas commodity prepayment transactions. Investors must read the entire the Official Statement for a full description of the Clean Energy Project and the Bonds.

THE PROJECT PARTICIPANT

CCCFA has entered into Clean Energy Purchase Contract with the Project Participant for the sale of Electricity to be delivered under the Clean Energy Project. The Project Participant, Pioneer Community Energy, is a joint powers authority and a community choice aggregator ("*CCA*") duly organized and existing under the laws of the State of California. See "COMMUNITY CHOICE AGGREGATORS" for certain information with respect to California community choice aggregators.

Pioneer was formed in August 2017 and launched service to customers in 2018. Pioneer provides community choice aggregator service to a service territory that includes the communities of Auburn, Colfax, Lincoln, Rocklin, Loomis, most of the unincorporated areas of Placer and El Dorado Counties, and

the City of Placerville. The Project Participant will use the energy it purchases from CCCFA under the Clean Energy Project for sale to retail customers located in its established service area. See APPENDIX A and APPENDIX B for certain information with respect to the Project Participant.

THE MASTER POWER SUPPLY AGREEMENT

General. Under the Master Power Supply Agreement, CCCFA has agreed to make a lump sum advance payment to the Electricity Supplier for all of the cost of the delivery of Electricity (other than Assigned PAYGO Electricity) to be delivered during the Delivery Period. The Master Power Supply Agreement provides for the delivery of specified quantities of Electricity each month at the times and to the designated delivery points set forth in the agreement. J. Aron will, pursuant to the Electricity Purchase, Sale and Service Agreement, sell Electricity to the Electricity Supplier, which will enable the Electricity Supplier to meet its obligations under the Master Power Supply Agreement to deliver Electricity to CCCFA. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT."

The Electricity Supplier has also agreed to remarket Electricity designated for remarketing by CCCFA. See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING" and "THE CLEAN ENERGY PURCHASE CONTRACT – REMARKETING OF ENERGY." If the quantity of energy delivered to J. Aron pursuant to Assigned Rights and Obligations for any month is less than the Assigned Prepay Quantity for such month for any reason other than *Force Majeure* events, CCCFA will be deemed to have requested the Electricity Supplier to remarket that portion of the Assigned Electricity not delivered and the Electricity Supplier will be obligated to make payment of the applicable APC Contract Price less applicable remarketing fees to CCCFA for the quantity of Assigned Electricity not delivered. An "*Assigned PPA FM Remarketing Event*" will occur if none of the Assigned Prepay Quantity is actually delivered under an Assigned PPA for six consecutive months due to *Force Majeure* and will remain in effect until such Assigned PPA has delivered 95% or more of the Assigned Prepay Quantity for three consecutive months. If an Assigned PPA FM Remarketing Event is in effect with respect to an Assigned PPA, CCCFA will be deemed to have requested the Electricity Supplier to remarket any Assigned Electricity not delivered under the applicable Assigned PPA, and, in such case, the Electricity Supplier will be deemed to purchase any such Assigned Electricity for its own account and will be obligated to make a remarketing payment to CCCFA equal to the product of (x) the applicable APC Contract Price less the applicable remarketing fee, multiplied by (y) the Assigned Prepay Quantity of Electricity less the quantity of Assigned Electricity actually delivered. Other than the Electricity Supplier's remarketing payment obligation and its payment obligation in connection with *Force Majeure* events, neither CCCFA nor the Electricity Supplier will have any liability or other obligation to one another for any failure to Schedule, receive, or deliver Assigned Electricity. The Electricity Supplier is obligated to remarket all Base Quantities under the Master Power Supply Agreement and make payments to CCCFA for Base Quantities not delivered or taken for any reason, including *Force Majeure* events. See "THE MASTER POWER SUPPLY AGREEMENT – FAILURE TO DELIVER OR RECEIVE ELECTRICITY" and – ELECTRICITY REMARKETING."

Assignment of Power Purchase Agreements. The Project Participant is expected to assign the Initially Assigned Rights and Obligations under the Initially Assigned PPAs to J. Aron prior to the commencement of deliveries of Electricity pursuant to the Clean Energy Project, as discussed under "– THE CLEAN ENERGY PROJECT – *The Assigned PPAs*" above. In the event of any expiration, termination or anticipated termination of Assigned Rights and Obligations or a failure to assign sufficient Assigned Rights and Obligations under eligible PPAs, the Project Participant is obligated to use Commercially Reasonable Efforts to assign Replacement Assigned Rights and Obligations to J. Aron, which assignment is subject to J Aron's consent. Upon any assignment of Replacement Assigned Rights and Obligations, the Base Quantities will be revised as provided in the Clean Energy Purchase Contract. **Assigned Rights and Obligations are expected to be in place for the entirety of the Initial Interest Rate Period, and Base Quantities are not expected to be delivered or remarketed during the Initial Interest Rate Period.**

Electricity Remarketing, Ledger Event and Increased Interest Rate. Under the Electricity Purchase, Sale and Service Agreement, J. Aron provides remarketing services necessary for the Electricity Supplier to meet its remarketing obligations with respect to Prepaid Electricity under the Master Power Supply Agreement. These services include requirements to (a) enter all remarketing sales or purchases of Electricity on a ledger system that tracks compliance with the requirements of the U.S. Treasury Regulations applicable to tax-exempt bonds that finance prepaid electricity 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. The Project Participant is obligated under the Clean Energy Purchase Contract to exercise Commercially Reasonable Efforts to remediate the proceeds of any non-complying sales with other qualifying purchases of energy, and J. Aron is obligated to exercise Commercially Reasonable Efforts to remediate such proceeds through qualifying sales to Municipal Utilities. In the event that there are any non-complying sales that have not been remediated by J. Aron within one year, the Electricity Supplier (acting at the direction of the director of the Electricity Supplier appointed by CCCFA) may appoint a third-party remarketing agent to remediate the outstanding ledger entries, subject to certain requirements.

In the event that any non-complying Electricity remarketing sales are not remediated within two years and exceed certain cumulative limits, a "*Ledger Event*" will occur, subject to certain provisions of the Master Power Supply Agreement. If a Ledger Event occurs, J. Aron will be obligated to pay the Electricity Supplier, and the Electricity Supplier will be obligated to pay CCCFA, scheduled amounts (the "*Ledger Event Payments*") calculated to provide a sum sufficient (together with the interest component of the Scheduled Debt Service Deposits) to enable CCCFA to pay interest on (i) the Series 2023A-1 Bonds at a rate of 8.00% per annum and (ii) the Series 2023A-2 Bonds at the SOFR Index Rate plus 3.00% per annum (the "*Increased Interest Rate*"). The Indenture provides that, subject to CCCFA's receipt of such Ledger Event Payments from the Electricity Supplier, interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds will be paid at the Increased Interest Rate after the occurrence of a Ledger Event. See "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – INCREASED INTEREST RATE UPON LEDGER EVENT," See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING" and "– LEDGER EVENT," and "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT – J. ARON AS AGENT" and "– ADDITIONAL AMOUNTS PAYABLE FOLLOWING A LEDGER EVENT."

Early Termination. Upon the occurrence of an Automatic Electricity Delivery Termination Event the delivery of Electricity under the Master Power Supply Agreement will terminate automatically. Upon the occurrence of an Optional Electricity Delivery Termination Event, the Electricity Supplier may elect to terminate the delivery of Electricity under the Master Power Supply Agreement. An Electricity Delivery Termination Date will occur automatically under the Master Power Supply Agreement on the last day of the month of the occurrence of a Termination Payment Event. The events that constitute a Termination Payment Event are described under the caption "THE MASTER POWER SUPPLY AGREEMENT – EARLY TERMINATION," and include, among other things, (a) a Failed Remarketing, (b) a failure of the Electricity Supplier to pay any amounts owed to CCCFA under the Master Power Supply Agreement because of a failure by GSG, as Funding Recipient, to pay when due any amounts owed to the Electricity Supplier pursuant to the Funding Agreement (defined below) and such failure continues for 30 days after receipt by the Electricity Supplier of notice thereof from CCCFA, and (c) the exercise by the Funding Recipient of its option to prepay the outstanding amounts on the Funding Agreement following the designation of an Electricity Delivery Termination Date (the "*Funding Recipient Acceleration Option*" as further described herein).

Upon the occurrence of an Automatic Electricity Delivery Termination Event, an Electricity Delivery Termination Date will be deemed to be designated as of the end of the month in which such Automatic Electricity Delivery Termination Event occurs. Upon the occurrence of an Optional Electricity Delivery Termination Event, an Electricity Delivery Termination Date may be designated by the Electricity Supplier not earlier than the last day of the month in which such Electricity Delivery Termination Date is

designated. If an Electricity Delivery Termination Date occurs, the Delivery Period under the Master Power Supply Agreement will end as of the last day of the month and the Electricity Supplier will be required:

(a) in the case of a Termination Payment Event, to pay a scheduled termination payment (the *"Termination Payment"*) to CCCFA (i) on the last business day of the month following the month in which the Termination Payment Event occurs, or (ii) in the case of a Termination Payment Event due to a Failed Remarketing, on the last business day of the then-current Interest Rate Period (in either case, the *"Early Termination Payment Date"*); or

(b) in the case of an Electricity Delivery Termination Date that occurs for any other reason, to pay scheduled monthly amounts to CCCFA until the earlier of the last day of the month in which (i) the Early Termination Payment Date occurs or (ii) the last due date for which payments are scheduled. The scheduled monthly amounts payable by the Electricity Supplier would be paid to the Trustee for deposit into the Revenue Fund and would be sufficient along with other funds anticipated to be on hand, to enable the Trustee to make the transfers required by the Indenture in respect of Scheduled Debt Service Deposits.

For descriptions of Termination Payment Events, Automatic Electricity Delivery Termination Events, Optional Electricity Delivery Termination Events and the payments required to be made by the Electricity Supplier, see "THE MASTER POWER SUPPLY AGREEMENT – EARLY TERMINATION" and "– REMEDIES AND TERMINATION PAYMENT."

If an Early Termination Payment Date occurs, the Bonds will be subject to extraordinary mandatory redemption in whole on the first day of the next month, *provided, however,* that in the case of a Failed Remarketing, such extraordinary mandatory redemption will occur on the Mandatory Purchase Date. The amount of the Termination Payment generally declines over time. The amount of the Termination Payment payable by the Electricity Supplier, together with the amounts scheduled 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 Electricity Supplier (including in its capacity as Receivables Purchaser), GSG, the Project Participant (or if the Project Participant were to fail to pay, the performance of the Project Participant Credit Enhancement (as defined herein under "THE CLEAN ENERGY PURCHASE CONTRACT – PROJECT PARTICIPANT CREDIT ENHANCEMENT")), and the Investment Agreement Provider (defined below) pay and perform their respective contract obligations when due. A performance shortfall from any one of these entities could result in a payment shortfall to Bondholders.

If an Electricity Delivery Termination Date occurs as a result of an Automatic Electricity Delivery Termination Event or an Optional Electricity Delivery Termination Event (collectively, an "*Electricity Delivery Termination Event*") and, if applicable, the Funding Recipient does not exercise the Funding Recipient Acceleration Option, the Early Termination Payment Date will not occur until the earlier of (a) the occurrence of a Termination Payment Event or (b) the end of the Initial Interest Rate Period. In this event, the scheduled monthly amounts required to be paid by the Electricity Supplier following the Electricity Delivery Termination Date, together with other available funds, will be applied to make the debt service payments on the Bonds. *The use of these scheduled payments (in lieu of payments made by the Project Participant under the Clean Energy Purchase Contract) to make debt service payments could, under certain circumstances, adversely affect the continued tax-exempt status of the Series 2023A-1 Bonds and Series 2023A-2 Bonds. See "INVESTMENT CONSIDERATIONS – LOSS OF TAX EXEMPTION ON SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS."*

See "THE MASTER POWER SUPPLY AGREEMENT," and "THE BONDS – REDEMPTION – *Extraordinary Mandatory Redemption.*" A schedule of the Termination Payment by month during the

Initial Interest Rate Period under the Master Power Supply Agreement is attached as APPENDIX I. Upon an Early Termination of the Master Power Supply Agreement, the Assignment Agreements shall terminate.

THE FUNDING AGREEMENT

Upon receipt of the prepayment amount from CCCFA under the Master Power Supply Agreement, the Electricity Supplier will loan a specified amount from such proceeds to GSG, as Funding Recipient, under a Term Loan Agreement (the "*Funding Agreement*"). GSG will repay the loan in scheduled monthly payments reflecting a fixed rate of interest commencing in July 2023 and ending in July 2029 (the "*Scheduled Amounts*"). The final Scheduled Amount is due on the last Business Day of the Initial Interest Rate Period of the Bonds.

Upon (a) a default by GSG in the payment of the Scheduled Amounts that is not cured within 30 days or (b) certain insolvency events with respect to GSG, the Funding Recipient is required to pay a scheduled final payment amount (the "*Final Payment Amount*" as further described under "THE FUNDING AGREEMENT" below). The amount of the Final Payment Amount generally declines over time as the Funding Recipient pays the required Scheduled Amounts under the Funding Agreement. In addition, commencing six months after the date of the Funding Agreement, GSG at its option may prepay the loan in full by payment of the Final Payment Amount upon or following an Electricity Delivery Termination Date under the Master Power Supply Agreement; provided that if an Electricity Delivery Termination Date is designated due to the occurrence of a Ledger Event, the Funding Recipient's prepayment right is subject to the Electricity Supplier providing written notice granting the Funding Recipient the right, but no obligation, to prepay the loan in full.

For a further description of the provisions of the Funding Agreement, see "THE FUNDING AGREEMENT" below.

The ability of the Electricity Supplier to meet its obligations under the Master Power Supply Agreement, the Electricity Purchase, Sale and Service Agreement and the Electricity Supplier Commodity Swap will directly and materially depend upon full and timely performance by GSG under the Funding Agreement. Any failure by GSG to timely pay the Scheduled Amounts or the Final Payment Amount when due under the Funding Agreement will result in an inability of the Electricity Supplier to meet its contract obligations to CCCFA and a shortfall in the amounts necessary for CCCFA to pay the principal, interest, Redemption Price and purchase price due on the Bonds. The Funding Agreement is an unsecured obligation of GSG. See "INVESTMENT CONSIDERATIONS – PERFORMANCE BY OTHERS."

THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT

Under the Electricity Purchase, Sale and Service Agreement between J. Aron and the Electricity Supplier, J. Aron has agreed to sell Electricity during the Delivery Period to the Electricity Supplier on a pay-as-you-go basis in the quantities and at the times to enable the Electricity Supplier to meet its Electricity delivery obligations under the Master Power Supply Agreement. J. Aron is obligated to make payments to the Electricity Supplier for Base Quantities not delivered or taken under the Electricity Purchase, Sale and Service Agreement for any reason, including *Force Majeure* events, however neither J. Aron nor the Electricity Supplier has any liability or obligation to the other for any failure to Schedule, receive, or deliver Assigned Electricity, except as expressly set forth in the Electricity Purchase, Sale and Service Agreement. See "THE MASTER POWER SUPPLY AGREEMENT – FAILURE TO DELIVER OR RECEIVE ELECTRICITY."

J. Aron has also agreed to remarket Electricity and make payments to the Electricity Supplier that enable it to meet its obligations under the Master Power Supply Agreement. J. Aron is appointed as the Electricity Supplier's agent for taking all actions that the Electricity Supplier is required or permitted to

take under the Master Power Supply Agreement, the Electricity Supplier Commodity Swap, the Re-Pricing Agreement and (with respect to ordinary course transactions) the Electricity Purchase, Sale and Services Agreement. J. Aron's Electricity delivery, payment, remarketing and receivables purchase obligations under the Electricity Purchase, Sale and Service Agreement mirror the corresponding obligations of the Electricity Supplier under the Master Power Supply Agreement. The Electricity Supplier may net any amounts due and owing to it by J. Aron against its monthly payments to J. Aron, but J. Aron is not entitled to net any amounts due and owing to it against its monthly payments to the Electricity Supplier.

The payment obligations of J. Aron to the Electricity Supplier under the Electricity Purchase, Sale and Service Agreement are unconditionally guaranteed by GSG.

See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT."

THE CLEAN ENERGY PURCHASE CONTRACT

The Clean Energy Purchase Contract provides for the sale to the Project Participant of the Electricity to be delivered to CCCFA over the term of the Master Power Supply Agreement. Under the Clean Energy Purchase Contract, CCCFA has agreed to sell and deliver, or cause to be delivered, and the Project Participant has agreed to purchase and receive, the Assigned Quantities of Electricity delivered each month pursuant to the Assigned PPAs. The Project Participant is obligated to pay CCCFA for all Assigned Quantities actually delivered. The Project Participant is not required to purchase and receive any Base Quantities under the Clean Energy Purchase Contract, and CCCFA has agreed to cause the Electricity Supplier to remarket any Base Quantities that otherwise would be delivered under the Clean Energy Purchase Contract pursuant to the provisions of the Master Power Supply Agreement.

If the Assigned Quantity of Electricity actually delivered in any month pursuant to the Assigned PPAs is less than the Assigned Prepay Quantity for any reason other than *Force Majeure* events, the Project Participant will be deemed to have requested that that portion of the Assigned Electricity not delivered be remarketed by the Electricity Supplier as provided in the Master Power Supply Agreement. If an Assigned PPA FM Remarketing Event has occurred and is in effect, then CCCFA will be deemed to have requested the Electricity Supplier to remarket any Assigned Electricity not delivered for any reason under such Assigned PPA while such Assigned PPA Remarketing Event is in effect. In either such events, the Electricity Supplier must sell the Assigned Electricity not delivered in private business use sale at the APC Contract Price less the applicable remarketing fee. All such sales will constitute a private business use sale and the Project Participant will be obligated to utilize an amount equivalent to the proceeds of such remarketing to remediate such private business use sale by purchasing Electricity for resale to retail customers located in its established service area, which is expected to occur contemporaneously.

The Electricity Supplier has agreed to remarket Electricity subject to the requirements set forth in the Master Power Supply Agreement. In the event that the Electricity Supplier is unable to remarket any such Electricity, the Electricity Supplier has agreed to purchase such Electricity for its own account.

Payments made by the Project Participant under the Clean Energy Purchase Contract are paid directly to the Trustee for deposit in the Revenue Fund. The required payments under the Clean Energy Purchase Contract, together with any net amounts received by CCCFA under the Interest Rate Swap described herein, constitute the primary and expected sources of the revenues pledged to the payment of the Bonds. The obligations of the Project Participant under the Clean Energy Purchase Contract are payable solely from revenues of the Project Participant derived from its community choice aggregator power supply operations. For additional information regarding the Project Participant, see APPENDIX A and APPENDIX B.

See "THE CLEAN ENERGY PURCHASE CONTRACT."

DEBT SERVICE AND COMMODITY RESERVES

The Indenture establishes funding requirements for various funds and accounts, including the Debt Service Account, the Debt Service Reserve Account and the Commodity Reserve Account. Scheduled Debt Service Deposits are required to made monthly into the Debt Service Account in amounts equal to the accrued debt service on the Bonds. The Debt Service Account, the Debt Service Reserve Account and the Commodity Reserve Account will be invested pursuant to an investment agreement (the "*Investment Agreement*") with J. Aron. J. Aron, in its capacity as the provider of the Investment Agreement (the *"Investment Agreement Provider"*), has agreed to the timely payment of scheduled amounts due under the Investment Agreement which, together with other Revenues, are expected to provide sufficient monies to CCCFA to pay debt service. See "SECURITY FOR THE BONDS – INVESTMENT OF FUNDS."

The Debt Service Reserve Account and the Commodity Reserve Account provide reserves for debt service deposits and payments to the Commodity Swap Counterparty in the event of payment defaults by the Project Participant under the Clean Energy Purchase Contract. The Debt Service Reserve Requirement is $5,700,000, which is approximately equal to the two largest months of the maximum monthly Scheduled Debt Service Deposit during the Initial Interest Rate Period. The Minimum Amount required to be on deposit in the Commodity Reserve Account is $3,500,000. The Debt Service Reserve Requirement and the Minimum Amount are sufficient to cover a payment default by the Project Participant for over three months of maximum Pioneer payments for Assigned Prepay Quantities during the Initial Interest Rate Period.

THE RECEIVABLES PURCHASE PROVISIONS

Put Receivables. The Master Power Supply Agreement contains certain provisions (the "*Receivables Purchase Provisions*") designed to mitigate risks to Bondholders resulting from non-payments by the Project Participant under the Clean Energy Purchase Contract. If the amounts on deposit in the Commodity Reserve Account and the Debt Service Reserve Account are less than the Minimum Amount and the Debt Service Reserve Requirement, respectively, at the time of an Early Termination Payment Date under the Master Power Supply Agreement (including due to a Failed Remarketing) or at the final maturity of the Bonds and insufficient funds are available to pay the amounts coming due on the Bonds, CCCFA is required to put, and the Electricity Supplier (as "*Receivables Purchaser*") has agreed to purchase, certain Receivables relating to non-payments by the Project Participant in the amount necessary to cure the deficiencies in such Accounts (the "*Put Receivables*").

A separate account (the "*Electricity Supplier Put Receivables Account*") is established with the Master Custodian under the Electricity Supplier Master Custodial Agreement (hereinafter described) and funded in an amount equal to the sum of the Minimum Amount and the Debt Service Reserve Requirement. The amount on deposit in the Electricity Supplier Put Receivables Account may be used only to pay any amounts due from the Electricity Supplier under the Receivables Purchase Provisions in respect of Put Receivables. See "THE ELECTRICITY SUPPLIER MASTER CUSTODIAL AGREEMENT."

Swap Deficiency Call Receivables. If the Project Participant defaults on its obligation to make any payment under the Clean Energy Purchase Contract and such payment default results in a deficiency of the funds necessary to pay amounts due under the CCCFA Commodity Swap (a "*Swap Payment Deficiency*"), CCCFA shall offer to sell to the Electricity Supplier sufficient Swap Deficiency Call Receivables to fund any Swap Payment Deficiency resulting from such default. No later than the business day following the Electricity Supplier's receipt of a Swap Deficiency Call Receivables Offer, the Electricity Supplier may elect, in its discretion, to purchase the Call Receivables referenced in the Swap Deficiency Call Receivables Offer. If the Electricity Supplier does not make such election, the Electricity Supplier will be deemed to have elected not to purchase the referenced Swap Deficiency Call Receivables, which constitutes an Automatic Electricity Delivery Termination Event under the Master Power Supply Agreement. See "THE MASTER POWER SUPPLY AGREEMENT – RECEIVABLES PURCHASE PROVISIONS."

Elective Call Receivables. If the Project Participant defaults on its obligation to make any payment under the Clean Energy Purchase Contract and such payment default does not result in a Swap Payment Deficiency, CCCFA shall offer to sell to the Electricity Supplier the receivables relating to such payment default ("*Elective Call Receivables*"). At any time thereafter, the Electricity Supplier may elect, in its discretion, to purchase the Elective Call Receivables. If the Electricity Supplier does not make such election, it does not constitute an Automatic Electricity Delivery Termination Event under the Master Power Supply Agreement. See "THE MASTER POWER SUPPLY AGREEMENT – RECEIVABLES PURCHASE PROVISIONS."

Call Receivables Purchase by J. Aron. Under the Electricity Purchase, Sale and Service Agreement, J. Aron has agreed to accept the transfer of any Call Receivables purchased by the Electricity Supplier under the Receivables Purchase Provisions as a credit against amounts owed by the Electricity Supplier to J. Aron, subject to the terms of the Receivables Purchase Provisions. J. Aron has the right in its sole discretion to direct the Electricity Supplier on whether or not to exercise its right to purchase Swap Deficiency Call Receivables or Elective Call Receivables. To the extent J. Aron has purchased Call Receivables for amounts owed by the Project Participant under the Clean Energy Purchase Contract for the purchase of Assigned Electricity, J. Aron may transfer all or a portion of such Call Receivables to the relevant PPA Seller to which such non-payment by the Project Participant for the Assigned Electricity delivered under the Clean Energy Purchase Contract relates. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT."

RE-PRICING AGREEMENT

On the Initial Issue Date of the Bonds, CCCFA and the Electricity Supplier will enter into a Re-Pricing Agreement (the *"Re-Pricing Agreement"*), which provides for (a) the determination of Electricity 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, as a percentage of the fixed prices of the Electricity that is available under the Assigned PPAs for such Reset Period (the *"Minimum Discount Percentage"*) for sales to the Project Participant under the Clean Energy Purchase Contract during each Reset Period.

The initial delivery period under the Master Power Supply Agreement begins on the first day of June 2023 and ends on the last day of June 2029, and the first Reset Period is expected to begin on the first day of July 2029. In the event that the Available Discount Percentage for any Reset Period is less than the Minimum Discount Percentage, the Project Participant may elect not to take Electricity during the Reset Period and to have the Electricity remarketed for the duration of the Reset Period (a *"Remarketing Election"*) by giving notice of such election to CCCFA. See "THE RE-PRICING AGREEMENT."

INTEREST RATE SWAP

With respect to any Index Rate Bonds that are issued, CCCFA will enter into an interest rate swap agreement (the "*Interest Rate Swap*") with J. Aron (the "*Interest Rate Swap Counterparty*"), in order to hedge its exposure to interest rate fluctuations on the Index Rate Bonds and more closely 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 amounts of the Index Rate Bonds at a fixed interest rate and will receive from J. Aron amounts corresponding to the principal amounts of the Index Rate Bonds at floating rates 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. The payment obligations of J. Aron to CCCFA under the Interest Rate Swap are unconditionally guaranteed by GSG. See "THE INTEREST RATE SWAP."

COMMODITY SWAPS

Payments of fixed and floating amounts under the Commodity Swaps described herein are not made unless Base Quantities are required to be delivered or remarketed by the Electricity Supplier. Base Quantities are not expected to be delivered or remarketed during the Initial Interest Rate Period, and as such, payments under the Commodity Swaps are not expected to be made during the Initial Interest Rate Period.

If the Project Participant requires remarketing of Electricity, the Project Participant can request CCCFA remarket all or a portion of the Electricity, and in turn, CCCFA can request the Electricity Supplier remarket all or a portion of the Electricity. In those circumstances under which the Electricity Supplier remarkets Base Quantities, the Commodity Swaps would become effective and hedge the market pricing of such Electricity.

The commodity swap counterparty is Royal Bank of Canada ("*RBC*" or "*Commodity Swap Counterparty*"). See "THE COMMODITY SWAPS" and "THE COMMODITY SWAP COUNTERPARTY."

THE ELECTRICITY SUPPLIER, J. ARON AND GSG

The Electricity Supplier is a Delaware limited liability company organized for the sole purpose of entering into the transactions on its part with respect to the Clean Energy Project described herein. J. Aron is the sole member of the Electricity Supplier, and will fund the Electricity Supplier with a cash equity contribution and a subordinated term loan that together equal at least three percent of the outstanding (unamortized) amount of the prepayment under the Master Power Supply Agreement (approximately $14.3 million as of the Initial Issue Date).

J. Aron is wholly owned by GSG, and is engaged principally as a swap dealer and market-maker for Electricity, currencies and derivative contracts thereon. J. Aron's payment obligations to the Electricity Supplier under the Electricity Purchase, Sale and Service Agreement have been unconditionally guaranteed by GSG. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT – SECURITY." In addition, J. Aron's payment obligations to CCCFA under the Interest Rate Swap have been unconditionally guaranteed by GSG.

J. Aron, a participant in the commodities business for over 100 years, was acquired in 1981 by GSG, and is the entity through which GSG participates in Electricity markets. J. Aron is a registered swap dealer and market-maker for a wide array of commodity derivative contracts including Electricity.

J. Aron has market based rate authority from the FERC for energy, capacity and ancillary services sales at market-based rates. Since 2006, J. Aron has executed twenty-eight commodity prepayment transactions with municipal utilities and joint action agencies. Since 2018, J. Aron has enabled more than 2,000 MWs of renewable offtake transactions.

GSG, together with its consolidated subsidiaries, is a leading global investment banking, securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and individuals.

See "GSG, J. ARON AND THE ELECTRICITY SUPPLIER."

CERTAIN RELATIONSHIPS

The Electricity Supplier, which is the prepaid seller under the Master Power Supply Agreement, the Receivables Purchaser, the counterparty to the Electricity Supplier Commodity Swap, the buyer under the Electricity Purchase, Sale and Service Agreement and the lender under the Funding Agreement, is wholly owned by J. Aron. J. Aron has right to direct certain ordinary course actions taken by the Electricity Supplier.

J. Aron is wholly owned by GSG. The payment obligations of J. Aron to the Electricity Supplier under the Electricity Purchase, Sale and Service Agreement, and the payment obligations of J. Aron to CCCFA under the Interest Rate Swap, are unconditionally guaranteed by GSG under separate guaranty agreements. GSG is also the Funding Recipient under the Funding Agreement. Goldman Sachs & Co. LLC, the senior managing underwriter of the Bonds, is also wholly owned by GSG.

The relationships described above could create an actual or apparent conflict of interest.

This Official Statement includes information regarding and descriptions of CCCFA, the Clean Energy Project, the Electricity Supplier, J. Aron, GSG, the Commodity Swap Counterparty, the Project Participant, and the Bonds, and summaries of certain provisions of the Indenture, the Clean Energy Purchase Contract, the Master Power Supply Agreement, the Electricity Purchase, Sale and Service Agreement, the Funding Agreement, the Commodity Swaps, the Receivables Purchase Provisions, the Re-Pricing Agreement, the Investment Agreement, the Interest Rate Swap and the Custodial Agreements referred to herein. Such descriptions and summaries do not purport to be complete or definitive, and such summaries are qualified by reference to such documents. Certain of these documents are available to prospective investors during the initial offering period of the Bonds and thereafter to Bondholders, in each case upon request to CCCFA. Descriptions of the Indenture, the Bonds, the Clean Energy Purchase Contract, the Commodity Swaps, the Investment Agreement, the Interest Rate Swap, the Custodial Agreements, the Receivables Purchase Provisions, the Re-Pricing Agreement, the Electricity Purchase, Sale and Service Agreement, the Funding Agreement and the Master Power Supply Agreement 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 interest on the Bonds is converted to another Interest Rate Period.

INVESTMENT CONSIDERATIONS

The purchase of the Bonds involves certain investment considerations discussed throughout this Official Statement. Prospective purchasers of the Bonds should make a decision to purchase the Bonds only after reviewing the entire Official Statement and making an independent evaluation of the information contained herein. Certain of those investment considerations are summarized below. This summary does not purport to be complete, and the order in which the following investment considerations are presented is not intended to reflect their relative significance.

SPECIAL AND LIMITED OBLIGATIONS

The Bonds are special, limited obligations of CCCFA and are payable solely from and secured solely by the Trust Estate pledged pursuant to the Indenture. The Trust Estate includes only the proceeds, revenues, funds and rights related to the Clean Energy Project, as described under "SECURITY FOR THE

BONDS – THE INDENTURE" below, and does not include any other revenues or assets of CCCFA. The Bonds are not general obligations of CCCFA, and CCCFA has no taxing power.

Only CCCFA is obligated to pay the Bonds. The Project Participant is not obligated to make payments in respect of the debt service on the Bonds. The Project Participant is obligated only to purchase and pay for Electricity tendered for delivery by CCCFA at the Contract Price set forth in the Clean Energy Purchase Contract. None of the Electricity Supplier, J. Aron or GSG, 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 Master Power Supply Agreement, the Clean Energy Purchase Contract, 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 Electricity Supplier (as Electricity Supplier and as Receivables Purchaser), J. Aron (as seller under the Electricity Purchase, Sale and Service Agreement and as Investment Agreement Provider), GSG, and the Project Participant (or if the Project Participant were to fail to pay, the performance of Project Participant Credit Enhancement (as defined herein)), 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. During the delivery period that corresponds to the Initial Interest Rate Period for the Bonds, these arrangements include:

- The Electricity Supplier is required to deliver Electricity under the Master Power Supply Agreement to CCCFA such that CCCFA can meet its obligations to the Project Participant under the Clean Energy Purchase Contract. In the event the Electricity Supplier fails to deliver sufficient Electricity to meet the Assigned Prepay Quantities for any reason, including *Force Majeure* events, it is required to pay certain specified amounts to CCCFA. The Project Participant is required to make a payment to CCCFA for the Assigned Prepay Quantities actually delivered.

- To the extent that (i) the Assigned Quantity of Electricity delivered to J. Aron pursuant to the Assigned PPAs for any month is less than the Assigned Prepay Quantity for any reason other than force majeure or (ii) (x) an Assigned PPA FM Remarketing Event has occurred and is in effect with respect to an Assigned PPA and (y) the Assigned Quantity of Electricity delivered to J. Aron pursuant to the applicable Assigned PPA is less than the Assigned Prepay Quantity for any reason including force majeure while such Assigned PPA FM Remarketing Event is in effect, CCCFA will be deemed to have requested the Electricity Supplier to remarket the Assigned Electricity not delivered, and the Electricity Supplier will be obligated to make payment to CCCFA of the applicable APC Contract Price less applicable remarketing fees.

- If the assignment of any Assigned PPA is terminated or there are not Assigned PPAs of sufficient quantities to meet the planned volumes of Prepaid Electricity, and Base Quantities are to be delivered, then J. Aron is required to remarket such Base Quantities on the Electricity Supplier's behalf under the Electricity Purchase, Sale and Service Agreement so that the Electricity Supplier can meet its obligations to CCCFA under the Master Power Supply Agreement. In the event J. Aron fails to deliver Base Quantities for any reason, including *Force Majeure* events, it is required to pay certain specified amounts to the Electricity Supplier. The Electricity Supplier may net any amounts due and owing to it by J. Aron against its monthly payments to J. Aron, but J. Aron is not entitled to net any amounts due and owing to it against its monthly payments to the Electricity Supplier.

- GSG, as Funding Recipient, is required to pay the Scheduled Amounts under the Funding Agreement which will provide the Electricity Supplier with amounts sufficient to make the payments it is required to make to J. Aron under the Electricity Purchase, Sale and Service Agreement and, in the event Base Quantities are delivered and payments are made under the Commodity Swaps, any net amounts due to the Commodity Swap Counterparty under the Electricity Supplier Commodity Swap.

- The Project Participant has agreed to pay for Assigned Electricity tendered for delivery under the Clean Energy Purchase Contract at the Contract Price.

- In the event that the Project Participant fails to pay when due any amounts owed under the Clean Energy Purchase Contract, CCCFA has covenanted in the Indenture to exercise its right under the Clean Energy Purchase Contract to suspend further deliveries of Electricity to the Project Participant and to give notice to the Electricity Supplier to follow the provisions of the Master Power Supply Agreement with respect to Electricity for which delivery has been suspended.

- In the event that the Project Participant fails to pay when due any amounts owed under the Clean Energy Purchase Contract, the Electricity Supplier may elect to purchase certain Call Receivables relating to such payment default under the Receivables Purchase Provisions. J. Aron has agreed under the Electricity Purchase, Sale and Service Agreement to purchase any such Call Receivables from the Electricity Supplier, provided that J. Aron has provided its prior written consent to the purchase thereof by the Electricity Supplier. To the extent J. Aron has purchased Call Receivables for amounts owed by the Project Participant under the Clean Energy Purchase Contract for the purchase of Assigned Electricity, J. Aron may transfer all or a portion of such Call Receivables to the relevant PPA Seller to which such non-payment by the Project Participant for the Assigned Electricity delivered under the Clean Energy Purchase Contract relates.

- In the event that the Project Participant fails to pay when due any amounts owed under the Clean Energy Purchase Contract, the Trustee shall withdraw amounts from the Commodity Reserve Account to make payments then due to the Commodity Swap Counterparty and withdraw amounts from the Debt Service Reserve Account to make deposits to the Debt Service Account. On the maturity of the Bonds or earlier termination of the Clean Energy Project, in the event the Commodity Reserve Account is not funded at a level equal to the Minimum Amount and/or the Debt Service Reserve Account is not funded at a level equal to the Debt Service Reserve Requirement due to the failure of the Project Participant to pay amounts owed, the Trustee is obligated to sell and the Electricity Supplier, as Receivables Purchaser, is obligated to purchase Put Receivables under the Receivables Purchase Provisions. The Electricity Supplier Put Receivables Account is funded in an amount equal to the sum of the Minimum Amount and the Debt Service Reserve Requirement and may be used only to pay any amounts due from the Electricity Supplier under the Receivables Purchase Provisions in respect of Put Receivables.

- In the event of a suspension of Electricity deliveries, J. Aron will remarket Electricity pursuant to the Electricity Purchase, Sale and Service Agreement in compliance with the requirements of the Master Power Supply Agreement. The Master Power Supply Agreement requires specified payments for all Electricity remarketed or purchased, less certain applicable fees. In the event that J. Aron fails to remediate any non-qualifying or private business use remarketing sales of Electricity within one year, the Electricity Supplier (acting at the direction of the director of the Electricity Supplier appointed by

CCCFA) may, subject to certain requirements, appoint a third-party remarketing agent to remediate the non-qualifying or private business use sales.

- In the event that any non-qualifying use remarketing sales of Electricity are not remediated within two years and exceed certain cumulative limits, a Ledger Event will occur, subject to certain provisions of the Master Power Supply Agreement. If a Ledger Event occurs, J. Aron will be obligated to pay the Electricity Supplier, and the Electricity Supplier will be obligated to pay CCCFA, scheduled Ledger Event Payments calculated to enable CCCFA to pay interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds at the Increased Interest Rate of (i) with respect to the Series 2023A-1 Bonds, 8.00% per annum and (ii) with respect to the Series 2023A-2 Bonds, the SOFR Index Rate plus 3.00% per annum. The Indenture provides that, subject to CCCFA's receipt of such Ledger Event Payments from the Electricity Supplier, interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds will be paid at the Increased Interest Rate after the occurrence of a Ledger Event.

- In the event of a remarketing wherein the Assignment Agreements are terminated or there are not otherwise Assigned PPAs of sufficient quantities, payments will be required to be made pursuant to the Commodity Swaps. If the Commodity Swap Counterparty does not make a required payment under the CCCFA Commodity Swap and such payment remains unpaid after the expiration of any grace period, the Custodian under the terms of the Electricity Supplier Custodial Agreement will pay the amount that the Electricity Supplier paid under the Electricity Supplier Commodity Swap (or in the event of termination of such Electricity Supplier Commodity Swap, the amount that the Electricity Supplier paid into the applicable custodial account as if such Electricity 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 an Electricity Delivery Termination Date occurs under the Master Power Supply Agreement as the result of an Electricity Delivery Termination Event, the Electricity Supplier is required to pay scheduled monthly amounts to CCCFA in lieu of Electricity deliveries, which amounts are sufficient to enable CCCFA to make the Scheduled Debt Service Deposits required by the Indenture.

- If a Termination Payment Event occurs under the Master Power Supply Agreement, the Electricity Supplier is required to pay the scheduled Termination Payment to CCCFA.

- Under the Interest Rate Swap, J. Aron has agreed to make timely payments to CCCFA in respect of the floating interest rates on the Index Rate Bonds.

- J. Aron, as Investment Agreement Provider, has agreed to the timely payment of scheduled amounts due under the Investment Agreement which, together with other Revenues, are expected to provide sufficient monies to CCCFA to pay debt service.

PERFORMANCE BY OTHERS

The ability of CCCFA to pay timely the scheduled debt service on the Bonds depends on the timely performance and payment by (a) the Electricity Supplier under the Master Power Supply Agreement (including the Receivables Purchase Provisions therein), and in the event of a remarketing of Base Quantities of Electricity, the Electricity Supplier Commodity Swap, (b) the Project Participant under the Clean Energy Purchase Contract (or if the Project Participant were to fail to pay, the performance of Project Participant Credit Enhancement), (c) the Interest Rate Swap Counterparty under the Interest Rate Swap,

and (d) the Investment Agreement Provider under the Investment Agreement. The failure by any one or more of such parties to meet such obligations could materially and adversely affect the ability of CCCFA to pay timely the scheduled debt service on the Bonds, and to meet its other obligations under the Indenture, the Master Power Supply Agreement, the Clean Energy Purchase Contract, the Interest Rate Swap, and, if applicable, the CCCFA Commodity Swap.

The ability of the Electricity Supplier to meet its performance and payment obligations under the Master Power Supply Agreement, the Electricity Purchase, Sale and Service Agreement and the Electricity Supplier Commodity Swap will depend directly and materially on timely payment by GSG of the loan repayments due under the Funding Agreement and on timely payment and performance by J. Aron of its obligations under the Electricity Purchase, Sale and Service Agreement. The failure by GSG or J. Aron to meet such contract obligations would materially and adversely affect the ability of the Electricity Supplier to meet its contract obligations to CCCFA, and in turn, the ability of CCCFA to meet its contract obligations to the Project Participant and to pay timely the scheduled debt service on the Bonds.

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) an Early Termination Payment Date under the Master Power Supply 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 Electricity Supplier (or both), such as:

- failure by GSG, as Funding Recipient, in the timely payment of the loan repayments required by the Funding Agreement;

- failure by the Electricity Supplier in the timely performance of its obligations under the Master Power Supply Agreement to deliver Electricity and to make specified payments for quantities not delivered or taken (which Electricity delivery performance by the Electricity Supplier depends upon timely performance by J. Aron of its obligations under the Electricity Purchase, Sale and Service Agreement);

- in the event that a non-payment by the Project Participant under the Clean Energy Purchase Contract results in shortfalls in the Commodity Reserve Account and/or the Debt Service Reserve Account at the time of an extraordinary redemption, the Mandatory Purchase Date or the Final Maturity Date of the Bonds, failure by the Electricity Supplier in the timely performance of its obligation to purchase Put Receivables under the Receivables Purchase Provisions (which purchase is to be funded from the amounts on deposit in the Electricity Supplier Put Receivables Account held under the Electricity Supplier Master Custodial Agreement and invested in Qualified Investments (as defined in the Indenture));

- failure by J. Aron in the timely performance of its payment obligations under the Interest Rate Swap, and, in the event of nonpayment by J. Aron, failure by GSG in the timely performance of its guaranty obligations;

- failure by J. Aron as Investment Agreement Provider to make timely payment of the required amounts due or payable under the Investment Agreement and, in the event of nonpayment by J. Aron, failure by GSG in the timely performance of its guaranty obligations; and

- if one or more Assignment Agreements is terminated, such that payments are required to be made pursuant to the Commodity Swaps, failure by the Commodity Swap Counterparty to make timely payment of the amounts due under the CCCFA Commodity Swap or the Electricity Supplier Commodity Swap coupled with a failure in the timely performance and enforcement of the Electricity Supplier Custodial Agreement.

The Master Power Supply Agreement will terminate automatically upon the occurrence of a Termination Payment Event (which includes a Failed Remarketing with respect to the Bonds). If a Termination Payment Event occurs during the Initial Interest Rate Period, (a) the Electricity Supplier will be obligated to pay the scheduled Termination Payment on the Early Termination Payment Date and to purchase Put Receivables to the extent required under the Receivables Purchase Provisions and (b) the Bonds will be subject to extraordinary mandatory redemption.

The scheduled amount of the Termination Payment payable by the Electricity Supplier, 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 GSG, the Electricity Supplier, the Project Participant (or if the Project Participant were to fail to pay, the performance of Project Participant Credit Enhancement) and the Investment Agreement Provider pay and perform their respective contract obligations when due. If the Termination Payment becomes payable, the Bonds are to be redeemed (a) in the case of the Series 2023A-1 Bonds, at their Amortized Value, and (b) in the case of the Series 2023A-2 Bonds and the Series 2023A-3 Bonds, 100% of the principal amount thereof, plus, in each case, accrued interest to the redemption date, but regardless of reinvestment rates at the time. See "THE MASTER POWER SUPPLY AGREEMENT – EARLY TERMINATION" and "THE BONDS – REDEMPTION – *Extraordinary Mandatory Redemption.*"

ELECTRICITY REMARKETING

If (a) (i) the quantity of Assigned Electricity delivered in any month during an Assignment Period is less than the Assigned Prepay Quantity for such month (for any reason other than *Force Majeure* events) or (ii) an Assigned PPA FM Remarketing Event has occurred and is in effect, or (b) the Project Participant does not require or is unable to receive all or any portion of the Assigned Quantities that it is obligated to purchase during the Delivery Period under the Clean Energy Purchase Contract as a result of (i) decreased demand by its retail customers, or (ii) a change in law, it may request (and in the case of clause (a) shall be deemed to have requested) CCCFA to arrange for the Electricity Supplier to provide remarketing services. Under the Master Power Supply Agreement, the Electricity Supplier has agreed, upon written notice from CCCFA or the Trustee, to use Commercially Reasonable Efforts to remarket or cause to be remarketed, such amounts of Electricity as are identified by CCCFA. To the extent the Electricity Supplier is unable to accomplish such remarketing, the Electricity Supplier has agreed to purchase any such Electricity for its own account (and in the circumstances described in clause (a) any such a remarketing will be treated as a purchase by the Electricity Supplier in a private business use sale for its own account).

California's Emissions Performance Standard ("*EPS*") regulations, codified as Senate Bill 1368 (2006) ("*SB 1368*") prevents all California utilities, both privately and publicly owned, from signing long-term contracts to purchase baseload Electricity other than EPS Compliant Energy. Under current law, "*EPS Compliant Energy*" is Energy from a specified source with greenhouse gas emissions less than or equal to the emissions of greenhouse gases for combined-cycle natural gas baseload generation per unit of power. For baseload generation procured under contracts, a long-term commitment is a contract of five years or longer. As Base Quantities are not from specified sources with qualifying greenhouse gas emissions, Base Quantities may not qualify as EPS Compliant Energy under SB 1368 as it is currently enacted.

In the event of any expiration, termination or anticipated termination of Assigned Rights and Obligations under the Assigned PPAs or a failure to assign sufficient Assigned Rights and Obligations under eligible PPAs, the Project Participant is obligated to propose to assign Replacement Assigned Rights and Obligations to J. Aron. The Project Participant expects to execute one or more power purchase agreements in the next 6 to 12 months pursuant to which it will purchase Electricity which can be purchased in compliance with the applicable EPS regulations, and SB 1368, and wherein its rights and obligations thereunder could be assigned to J. Aron. In addition, the Project Participant expects that future power

purchase agreements will comply with EPS regulations and SB 1368, and can be negotiated to allow the assignment of the Project Participant's rights and obligations thereunder to J. Aron.

The Project Participant is only obligated to purchase Electricity that has been purchased by J. Aron pursuant to the Assigned PPAs. In the event of any expiration or termination of the Initially Assigned PPAs or a failure to otherwise assign sufficient Assigned Rights and Obligations under eligible PPAs, wherein the Project Participant does not propose (the Project Participant is obligated to use Commercially Reasonable Efforts to propose additional assignments, and is economically incentivized to assign PPAs), or J. Aron does not accept, Replacement Assigned Rights and Obligations under an Assigned PPA, the Electricity Supplier shall be obligated to remarket Base Quantities. **Base Quantities are not expected to be delivered or remarketed during the Initial Interest Rate Period.**

The Electricity Supplier has agreed to use Commercially Reasonable Efforts to remarket Electricity to Municipal Utilities pursuant to provisions that are intended to maintain the tax-exempt status of interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds, but, if the Electricity Supplier cannot do so, the Electricity Supplier is also permitted to remarket Electricity to other governmental entities in Qualified Sales and non-private business use sales, although it is not required to remarket Electricity to any such other governmental entity for a price that is anticipated to be less than the Contract Price. If the Electricity Supplier is unable to remarket Electricity in qualifying sales to Municipal Utilities or to other governmental entities in non-private business use sales, it must purchase the Electricity. Under certain circumstances and upon reaching certain thresholds that are not timely remediated, the remarketing of Electricity to entities other than Municipal Utilities could result in a Ledger Event under the Master Power Supply Agreement.

The Electricity Supplier will depend upon performance by J. Aron under the Electricity Purchase, Sale and Service Agreement to meet its Electricity remarketing obligations under the Master Power Supply Agreement, including particularly the ability of J. Aron to remarket Electricity to Municipal Utilities (as defined in the Master Power Supply Agreement) and to remediate any non-complying sales in order to avoid the occurrence of a Ledger Event under the Master Power Supply Agreement. In the event that there are any non-complying sales that have not been remediated by J. Aron within one year, the Electricity Supplier (acting at the direction of the director of the Electricity Supplier appointed by CCCFA) may appoint a third-party remarketing agent to remediate the outstanding ledger entries instead of J. Aron, subject to certain requirements. In the event that any non-complying remarketing sales of Electricity are not remediated within two years and exceed certain cumulative limits, a Ledger Event will occur, subject to certain provisions of the Master Power Supply Agreement.

If a Ledger Event occurs, J. Aron will be obligated to pay the Electricity Supplier, and the Electricity Supplier will be obligated to pay CCCFA, scheduled Ledger Event Payments calculated to enable CCCFA to pay interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds at the Increased Interest Rate of (i) with respect to the Series 2023A-1 Bonds, 8.00% per annum and (ii) with respect to the Series 2023A-2 Bonds, the SOFR Index Rate plus 3.00% per annum. The Indenture provides that, subject to CCCFA's receipt of such Ledger Event Payments from the Electricity Supplier, interest on the Series 2023A-1 Bonds and the Series 2023A-2 Bonds will be paid at the Increased Interest Rate after the occurrence of a Ledger Event. See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING" and "– LEDGER EVENT," "THE ELECTRICITY, PURCHASE SALE AND SERVICE AGREEMENT POWER SUPPLY AGREEMENT – J. ARON AS AGENT" and "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – INCREASED INTEREST RATE UPON LEDGER EVENT." The occurrence of a Ledger Event also provides the Electricity Supplier (acting at the direction of the director appointed by CCCFA) with the option to grant GSG the right (but not the obligation) to terminate the Funding Agreement and prepay the loan in full. If exercised, any such termination would result in an Early Termination Payment Event under the Master Power Supply Agreement and a mandatory redemption of the Bonds.

In calendar year 2020, over 550 municipal electric utilities in the United States reported retail sales of electricity to residential, commercial and industrial customers totaling over 557 million MWh (source: U.S. Energy Information Administration EIA-861 data reports).

The Clean Energy Project is expected to deliver an estimated 2.1 million megawatt hours ("MWh") of Assigned Prepaid Electricity to the Project Participant during the Initial Interest Rate Period, assuming the expected assignments of Assigned Rights and Obligations under the power purchase agreements described under THE MASTER POWER SUPPLY AGREEMENT – Assignment of Power Purchase Agreements" occur and remain in effect and there are no State legal or regulatory changes materially affecting such delivery. See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING."

LIMITATIONS ON EXERCISE OF REMEDIES

The remedies available to CCCFA under the Master Power Supply Agreement are limited to those described herein. CCCFA has no rights to enforce the provisions of the Funding Agreement, the Electricity Purchase, Sale and Service Agreement or the guarantee of J. Aron's payment obligations under the Electricity Purchase, Sale and Service Agreement provided by GSG to the Electricity Supplier (the *"EPSSA Guaranty"*). Neither the Trustee nor the Bondholders have any rights to enforce the Funding Agreement, the Electricity Purchase, Sale and Service Agreement or the related EPSSA Guaranty. See "GSG, J. ARON AND THE ELECTRICITY SUPPLIER – THE ELECTRICITY SUPPLIER – *Organization*" for a description of certain consent and voting rights of the director appointed by CCCFA to the Electricity Supplier's board of directors and related covenants of CCCFA.

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 Master Power Supply Agreement and other agreements relating to the Clean Energy Project are executory contracts. If CCCFA, the Electricity Supplier, J. Aron, GSG, the Commodity Swap Counterparty, the Project Participant, the Investment Agreement Provider, or any of the parties with which CCCFA has contracted under such agreements (including the Master Power Supply Agreement) is involved in a bankruptcy proceeding, the relevant agreement could be discharged in return for a claim for damages against the party's estate with uncertain value. In particular, an insolvency event with respect to GSG that results in a delay or a reduction in the payments due under the Funding Agreement will result in insufficient amounts being available for the payment of the Bonds, whether on a Bond Payment Date, the Mandatory Purchase Date or any extraordinary mandatory redemption date. In the event that CCCFA is involved in an insolvency proceeding, the exercise of the remedies afforded to the Trustee under the Indenture may be stayed, and the availability of the Revenues necessary for the payment of the Bonds could be materially and adversely affected.

NO ESTABLISHED TRADING MARKET

The Bonds constitute a new issue with no established trading market. The Bonds have not been registered under the Securities Act of 1933 in reliance upon exemptions contained therein. Although the

Underwriters have informed CCCFA that they currently intend 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 SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS

As described below, the opinion of Bond Counsel with respect to the exclusion of interest on the Series 2023A-1 Bonds and the Series 2023A-2 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 Series 2023A-1 Bonds and the Series 2023A-2 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 Certificate and Agreement with respect to the Series 2023A-1 Bonds and Series 2023A-2 Bonds, the Master Power Supply Agreement and the Clean Energy Purchase Contract contain various covenants and agreements on the part of CCCFA, the Electricity Supplier and the Project Participant that are intended to establish and maintain the tax-exempt status of the Series 2023A-1 Bonds and Series 2023A-2 Bonds. CCCFA, the Electricity Supplier and the Project Participant have each agreed to abide by the various covenants and agreements designed to protect the tax-exempt status of the Series 2023A-1 Bonds and Series 2023A-2 Bonds. A failure by CCCFA, the Electricity Supplier and the Project Participant to comply with such covenants and agreements could, directly or indirectly, adversely affect the tax-exempt status of the Series 2023A-1 Bonds and Series 2023A-2 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 Series 2023A-1 Bonds and/or the Series 2023A-2 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 Series 2023A-1 Bonds and Series 2023A-2 Bonds until the audit is concluded, regardless of the ultimate outcome.

Any loss of the tax-exempt status of the Series 2023A-1 Bonds or Series 2023A-2 Bonds could be retroactive to the date of issuance of such Series 2023A-1 or Series 2023A-2 Bonds and could cause all of the interest on such Series 2023A-1 Bonds or Series 2023A-2 Bonds to be includable in gross income for purposes of federal income taxation. *The loss of the tax-exempt status of the Series 2023A-1 Bonds or Series 2023A-2 Bonds is not a termination event under the Master Power Supply Agreement and will not result in a mandatory redemption of the Bonds.* See "THE MASTER POWER SUPPLY AGREEMENT – LEDGER EVENT" and "TAX MATTERS."

GENERAL RISKS OF SOFR INDEX RATE BONDS

The Series 2023A-2 Bonds will bear interest at the SOFR Index Rate described herein, which is based on the Secured Overnight Financing Rate reported on the website of the Federal Reserve Bank of New York (the "*SOFR Index*"). See "THE SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS – INTEREST – Series 2023A-2 Bonds" below for descriptions of the SOFR Index Rate and related matters.

An investment in the Series 2023A-2 Bonds entails risks not associated with an investment in a fixed rate security or a debt security the interest rate on which is not based on the SOFR Index. Investors should consult their own financial and legal advisors about the risks associated with an investment in the Series 2023A-2 Bonds and the suitability of an investment in the Series 2023A-2 Bonds considering their

particular circumstances, and possible scenarios for economic, interest rate and other factors that may affect their investment.

Because the SOFR Index is independently published by the Federal Reserve Bank of New York (the "*NY Federal Reserve*") based on data received from other sources, CCCFA and the Calculation Agent have no control over its determination, calculation, or publication. There can be no guarantee that the SOFR Index will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Series 2023A-2 Bonds. A change in the manner in which the SOFR Index is calculated may result in a reduction of the amount of interest payable on the Series 2023A-2 Bonds and/or the trading prices of the Series 2023A-2 Bonds. If the rate at which interest on the Series 2023A-2 Bonds accrues on any day declines to zero or becomes negative, no interest will be payable on the Series 2023A-2 Bonds in respect of that day.

The NY Federal Reserve began to publish the SOFR Index in April 2018 and has also published historical indicative data for the SOFR Index going back to August 2014. Investors should not rely on any historical changes or trends in the SOFR Index as an indicator of future changes in the SOFR Index. Also, since the SOFR Index is a relatively new market index, the Series 2023A-2 Bonds may have a limited trading market when issued, and an established trading market may never develop or may be illiquid. Market terms of debt securities indexed to the SOFR Index, such as the spread over the index reflected in the interest rate provisions, may evolve over time, and trading prices of the Series 2023A-2 Bonds may be lower than those of later-issued indexed debt securities as a result. Similarly, if the SOFR Index does not prove to be widely used in securities similar to the Series 2023A-2 Bonds, the trading prices of the Series 2023A-2 Bonds may be lower than those of bonds linked to indices that are more widely used. Investors in the Series 2023A-2 Bonds may not be able to sell the Series 2023A-2 Bonds at all or may not be able to sell the Series 2023A-2 Bonds at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

SECURITY FOR THE BONDS

THE INDENTURE

The Bonds are secured under the Indenture solely by a pledge of 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 Clean Energy Purchase Contract (excluding payments related to Assigned PAYGO Electricity and the right to receive the Administrative 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 Electricity Supplier pursuant thereto, (f) all right, title and interest of CCCFA in, to and under each Interest Rate Swap and the Interest Rate Swap Receipts, and (g) the Pledged Funds (but excluding the Administrative Fee Fund and 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 (y) the provisions of the Indenture permitting the application of the Trust Estate, the proceeds of the Bonds and the Revenues for the purposes and on the terms and conditions set forth therein, including the first charge on the Revenues to pay the Commodity Swap Payments and the other Operating Expenses of the Clean Energy Project, and (z) a prior lien on and security interest in the Commodity Reserve Account and the amounts and investments on deposit therein in favor of the Commodity Swap Counterparty and Project Participant. Any Additional Termination Payment and the right to receive any Additional Termination Payment that is payable under the Master Power Supply Agreement is not pledged as a part of the Trust Estate.

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 Clean Energy Purchase Contract and the Master Power Supply Agreement or otherwise payable to the Trustee for the account of CCCFA for the sale and/or transmission of Electricity 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 Acquisition Account in the Project Fund, moneys or securities held in the Redemption Account in the Debt Service Fund, or that portion of moneys in the Operating Fund required for Rebate Payments) held pursuant to the Indenture and paid or required to be paid into the Revenue Fund, (c) any Commodity Swap Receipts received by the Trustee on behalf of CCCFA, and (d) any Subsidy Payments received by the Trustee on behalf of CCCFA, in accordance with the terms of the Indenture. The term *"Revenues"* does not include (i) any amounts received under the Clean Energy Purchase Contract with respect to Assigned PAYGO Electricity, (ii) any Termination Payment or Additional Termination Payment paid pursuant to the Master Power Supply Agreement, (iii) any amounts received from the Electricity Supplier that are required to be deposited into the Remarketing Reserve Fund and into the Debt Service Account pursuant to the terms of the Indenture, (iv) any Assignment Payment received from the Electricity Supplier, (v) Interest Rate Swap Receipts (which are to be deposited directly into the Debt Service Account), (vi) any amounts paid by the Project Participant in respect of Administrative Fee, (vii) payments received from the Electricity Supplier pursuant to the Receivables Purchase Provisions, (viii) payments received under the Clean Energy Project Operational Services Agreement, and (ix) any Seller Swap MTM Payment payable to CCCFA, all of which are to be deposited pursuant to the provisions of 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. 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; Commodity Swap Payments; costs, collateral deposits and other amounts (other than Commodity Swap Payments) necessary to maintain any Commodity Swap; and payments required under the Master Power Supply 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 Clean Energy Purchase Contract, including any Assigned Product Reimbursement Payment; (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, deposits to the Commodity Reserve Account or the Debt Service Reserve Account, any Cost of Acquisition, and any amounts for the repurchase of Call Receivables or Put Receivables) or by law or required to be incurred under or in connection with the performance of CCCFA's obligations under the Clean Energy Purchase Contract; (c) fees payable by CCCFA with respect to any Remarketing Agreement; (d) the fees and expenses of the Fiduciaries; (e) reasonable accounting, legal and other professional fees and expenses, and all other reasonable administrative and operating expenses of CCCFA, which are incurred by CCCFA with respect to the Bonds, the Indenture, or the Clean Energy Project, including but not limited to those relating to the administration of the Trust Estate and compliance by CCCFA with its continuing disclosure obligations, if any, with respect to the Bonds; and (f) the costs of any insurance premiums incurred by CCCFA, including, without limitation, directors and officers liability insurance; allocable to the Clean Energy Project; provided that, for purposes of the transfers from the Revenue Fund to the Operating Fund described under the subheading "– *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. 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 PARTICIPANT, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF CCCFA PAYABLE SOLELY FROM AND SECURED SOLELY BY THE TRUST ESTATE, IN THE MANNER AND TO THE EXTENT PROVIDED FOR IN THE INDENTURE. CCCFA HAS NO TAXING POWER.

THE OBLIGATIONS OF THE PROJECT PARTICIPANT TO MAKE PAYMENTS TO CCCFA UNDER THE CLEAN ENERGY PURCHASE CONTRACT ARE NOT, NOR SHALL THEY BE CONSTRUED AS, A GUARANTY OR ENDORSEMENT OF OR A SURETY FOR, THE BONDS. SUCH OBLIGATIONS OF THE PROJECT PARTICIPANT ARE NOT GENERAL OBLIGATIONS OF THE PROJECT PARTICIPANT, AND ARE PAYABLE SOLELY FROM THE REVENUES DERIVED FROM THE SALES OF ENERGY TO ITS CUSTOMERS. THE INDENTURE DOES NOT MORTGAGE THE CLEAN ENERGY PROJECT OR ANY TANGIBLE PROPERTIES OR ASSETS OF CCCFA OR THE PROJECT PARTICIPANT.

See APPENDIX C for definitions of certain terms, and see APPENDIX D 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 calendar month ("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 credit to or transfer to the required party for deposit in the funds and accounts indicated below, as applicable, and otherwise make payments as appropriate and to the extent available from amounts held in the Revenue Fund, in the following order the amounts set forth 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):

First, to the Operating Fund, not later than the 25th day of such Month, the amount, if any, required so that the balance therein is equal to the amount necessary for the payment of Commodity Swap Payments coming due for such Month;

Second, to the Debt Service Fund, not later than the last Business Day of such Month, for the credit of 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 Reserve Account in the Project Fund, not later than the last Business Day of such Month, the amount, if any, required so that the balance in the Commodity Reserve Account is at least equal to the Minimum Amount;

Fourth, to the Debt Service Fund, not later than the last Business Day of such Month, for deposit in the Debt Service Reserve Account, the amount, if any, required so that the balance in such Debt Service Reserve Account shall equal the Debt Service Reserve Requirement related thereto as of the last day of the then current Month; and

Fifth, to the Electricity Supplier, not later than the last Business Day of such Month, the amount, if any, required for the repurchase of Call Receivables and Put Receivables, and the payment of interest on all receivables sold to the Electricity Supplier pursuant to the Receivables Purchase Provisions.

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 Electricity under the Clean Energy Purchase Contract if the Project Participant is in default thereunder, and (b) promptly give notice to the Electricity Supplier to follow the remarketing provisions set forth in the Master Power Supply Agreement.

Each August 1, commencing August 1, 2024, during which (a) there is a deposit of Revenues into the Revenue Fund and (b) after making such transfers, credits and deposits as described in the first paragraph of this section "– FLOW OF FUNDS," the Trustee is required to credit to the General Reserve Fund the remaining balance in the Revenue Fund. See "Revenues and Revenue Fund" and "Payments from Revenue Fund" in APPENDIX D.

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 Master Power Supply Agreement, which is to be deposited into the Redemption Account, (b) any payments received from the Electricity Supplier under the Receivables Purchase Provisions, which are to be deposited into the Debt Service Account, the Commodity Reserve Account, the Redemption Account, or the Operating Fund as provided in the Indenture, (c) Ledger Event Payments, which shall be deposited directly into the Debt Service Account as provided in the Indenture, and (d) amounts representing the Administrative Fee, together with any amounts paid by the Project Participant under the Clean Energy Project Operational Services Agreement, which shall be paid as received by CCCFA into the Administrative Fee Fund.

DEBT SERVICE ACCOUNT

The Indenture establishes a Debt Service Account which is held by the Trustee. The amounts deposited into the Debt Service Account under the Indenture are to be held in such Account and applied to the payment of Debt Service payable on each Bond Payment Date and the Interest Rate Swap Payments payable on each payment date therefor. Amounts on deposit in the Debt Service Account will be invested pursuant to the Investment Agreement, which will permit scheduled withdrawals to pay debt service on the Bonds and Interest Rate Swap Payments and, in the case of extraordinary redemption, to pay the Redemption Price without penalty or market value adjustments.

In the event that, two Business Days next preceding the Final Maturity Date of the Bonds, the Trustee determines that (i) the balance in the Commodity Reserve Account is less than the Minimum Amount, and/or (ii) the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement and sufficient funds will not be available to pay the principal of and interest on the Bonds coming due on such Final Maturity Date, the Trustee is required to prepare and deliver to the Electricity Supplier and the Master Custodian the Put Option Notice pursuant to the Receivables Purchase Provisions with respect to Put Receivables, provided that the amount of Put Receivables sold pursuant to the Receivables Purchase Provisions are not in excess of the aggregate amount required, when taking into account other available funds under the Indenture, to (iii) restore the balance in the Commodity Reserve Account to an amount equal to the Minimum Amount, and (iv) to pay the maturing principal amount of and interest on the Bonds in full. On or before two Business Days next preceding such Final Maturity Date, the Trustee is required to deliver to the Electricity Supplier the bill of sale and certificates required by the Receivables Purchase Provisions. Under the Indenture, the Trustee is authorized to sell the Put Receivables then owed by the Project Participant under the Clean Energy Purchase Contract pursuant to the Receivables Purchase Provisions (as contemplated by the Indenture) 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 sold pursuant to the Indenture to fund amounts then due under the Commodity Swaps must be deposited in the Commodity Reserve Account, and all amounts received by the Trustee

pursuant to the Receivables Purchase Provisions in respect of Put Receivables sold pursuant to the Indenture to fund Debt Service must be deposited in the Debt Service Account and applied to payment of principal of and interest on the Bonds on the Final Maturity Date. At all times, the Trustee, but only as directed by CCCFA as described in this paragraph, must cause all amounts on deposit under the Electricity Supplier Master Custodial Agreement in the Prepay LLC Put Receivables Account (as defined in the Electricity Supplier Master Custodial Agreement) to be invested in Qualified Investments that mature or are payable not later than such times as shall be necessary to provide moneys when needed for payments to be made from the Prepay LLC Put Receivables Account. Consistent with the requirements for Qualified Investments described immediately above, CCCFA in the Indenture directs the Trustee to cause all such amounts on deposit in the Prepay LLC Put Receivables Account to be invested in either (i) money market funds meeting the requirements of paragraph (h) under Qualified Investments or (ii) in any other Qualified Investment as may be directed by CCCFA under a Written Direction. To the extent any amounts become due from the Electricity Supplier in respect of any Put Receivables, the Trustee is required to notify the Master Custodian pursuant to the terms of the Receivables Purchase Provisions and the Electricity Supplier Master Custodial Agreement of the amounts so due and the account where such amounts should be deposited such that those amounts will be paid directly from the Prepay LLC Put Receivables Account to the appropriate account under the Indenture.

DEBT SERVICE RESERVE ACCOUNT

The Indenture establishes a Debt Service Reserve Account which is held by the Trustee. Amounts in the Debt Service Reserve Account are to be applied only (a) to make required monthly deposits to the Debt Service Account to pay debt service on the Bonds when other available funds are insufficient or (b) in the event of the defeasance of any Bonds, to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being defeased. Whenever the moneys on deposit in the Debt Service Reserve Account exceed the Debt Service Reserve Requirement, the Trustee is required to transfer such excess to the Revenue Fund.

The Debt Service Reserve Requirement is $5,700,000, which is approximately equal to 200% of the maximum monthly deposit to be made to the Debt Service Account during the Initial Interest Rate Period from the amounts payable by the Project Participant under the Clean Energy Purchase Contract. On the date of issuance of the Bonds, CCCFA will deposit from a portion of the proceeds of the Bonds an amount equal to the Debt Service Reserve Requirement into the Debt Service Reserve Account, which amount will be invested pursuant to the Investment Agreement. See "ESTIMATED SOURCES AND USES OF FUNDS" above. See also "– INVESTMENT OF FUNDS" below.

COMMODITY RESERVE ACCOUNT

CCCFA will deposit in the Commodity Reserve Account a portion of the proceeds of the Bonds in an amount equal to $3,500,000 (the *"Minimum Amount"*). Amounts credited to the Commodity Reserve Account shall be applied by the Trustee to (i) the payment of Commodity Swap Payments in the event the amounts on deposit in the Operating Fund are not sufficient to make such payments, and (ii) any Assigned Product Reimbursement Payment, to the extent that the Trustee determines on the Business Day prior to the transfer in any month into the Operating Fund pursuant to the Indenture that, after taking into account amounts to be transferred into the Operating Fund pursuant to the Indenture, there will not be sufficient amounts available in the Operating Fund for payment of such Assigned Product Reimbursement Payment; *provided that*, (a) any amounts in the Commodity Reserve Account in excess of the Minimum Amount shall be transferred by the Trustee to the Revenue Fund, and (b) any amounts remaining on deposit in the Commodity Reserve Account on the final date for payment of the principal of the Bonds, whether upon maturity, redemption or acceleration, shall be applied to make such payment. The amount deposited in the Commodity Reserve Account will be invested pursuant to the Investment Agreement. See "THE MASTER

POWER SUPPLY AGREEMENT – RECEIVABLES PURCHASE PROVISIONS" and "– INVESTMENT OF FUNDS" below.

REDEMPTION ACCOUNT

All amounts received by the Trustee pursuant to the Receivables Purchase Provisions in respect of Put Receivables sold pursuant to the Indenture to fund the redemption of the Bonds are to be deposited in the Redemption Account and applied to payment of the Redemption Price of and interest on the Bonds on the applicable redemption date. Amounts deposited into the Redemption Account are to be applied by the Trustee to the payment of the Redemption Price of and interest on the Bonds pursuant to the Indenture as described under "THE BONDS – REDEMPTION – *Extraordinary Mandatory Redemption*."

ADMINISTRATIVE FEE FUND

All Administrative Fees, together with any amounts paid by the Project Participant pursuant to the Clean Energy Project Operational Services Agreement, are required to 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 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 is required to promptly notify the Project Participant, at its address shown in the Indenture, of the fact and amount of such deficiency.

RESTRICTION ON ADDITIONAL OBLIGATIONS

Except as expressly permitted under the terms of the Indenture, for so long as any Bonds are Outstanding, CCCFA 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 Master Power Supply Agreement, the Clean Energy Purchase Contract, the CCCFA Custodial Agreement, the Commodity Swaps, 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 Master Power Supply Agreement, the Clean Energy Purchase Contract, the CCCFA Custodial Agreement, the Commodity Swaps, 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 CCCFA 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 therein, or (b) Commodity Swaps and Interest Rate Swaps upon the terms and conditions set forth in the Indenture.

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 which, for certain purposes may only be accomplished upon receipt of a Rating Confirmation. See "Amendments Permitted" and "General Provisions" in APPENDIX D hereto.

INVESTMENT OF FUNDS

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 or similar agreements providing for a specified rate of return over a specified time period with providers (or their guarantors) rated (or whose financial obligations to CCCFA receive credit support from an entity rated) at the time the investment is made at least at the same credit rating level as the Funding Recipient. See APPENDIX C – DEFINITIONS OF CERTAIN TERMS and "Investment of Certain Funds" in APPENDIX D.

On the date of delivery of the Bonds, the Trustee and CCCFA will enter into the Investment Agreement with J. Aron with respect to the Debt Service Account, the Commodity Reserve Account and the Debt Service Reserve Account. The Investment Agreement will have a term coterminous with the Initial Interest Rate Period and will meet all of the criteria of a Qualified Investment under the Indenture. The Investment Agreement Provider was selected pursuant to a competitive bidding process.

The Investment Agreement provides for a fixed interest rate to be paid on the funds invested. The Investment Agreement will provide for scheduled withdrawals from the Debt Service Account in connection with each Bond Payment Date, and the Investment Agreement will permit (a) withdrawals from the Commodity Reserve Account to make up payment shortfalls to a Commodity Swap Counterparty, and in the event J. Aron fails to make payments due under the Assigned PPAs, and there is a deficiency in the Operating Account, withdrawals to repay the Project Participant under the Clean Energy Purchase Contract and (b) withdrawals from the Debt Service Reserve Account to cure any deficiencies in the Debt Service Account. Upon transaction termination, whether by extraordinary mandatory redemption or final maturity, the funds invested under the Investment Agreement will be applied to the payment of the redemption price or debt service due on the Bonds.

If the Investment Agreement terminates, all invested funds are returned to the Trustee. If the Investment Agreement terminates for any reason other than the occurrence of an Early Termination Payment Date under the Master Power Supply Agreement, a market value adjustment payment is made or received, as applicable. In the event that an Early Termination Payment Date occurs and such a market value adjustment becomes payable by CCCFA, the Electricity Supplier agrees in the Master Power Supply Agreement to pay the amount of such market value adjustment to CCCFA.

GSG will provide to CCCFA a guarantee of J. Aron's payment obligations under the Investment Agreement.

ENFORCEMENT OF PROJECT AGREEMENTS

Clean Energy Purchase Contract. CCCFA has covenanted in the Indenture that it will enforce the provisions of the Clean Energy Purchase Contract, as well as any other contract or contracts entered into relating to the Clean Energy Project, and that it will duly perform its covenants and agreements thereunder.

CCCFA has also covenanted to promptly exercise its right to suspend all Electricity deliveries under the Clean Energy Purchase Contract if the Project Participant fails to pay when due any amounts owed thereunder and to promptly give notice to the Electricity Supplier to follow provisions set forth in the Remarketing Exhibit to the Master Power Supply Agreement for each Month of such suspension with respect to the quantities of Electricity for which deliveries have been suspended.

In the event that the Project Participant makes a Remarketing Election in respect of any Reset Period, then CCCFA will promptly give notice to the Electricity Supplier to follow the provisions set forth in the Remarketing Exhibit to the Master Power Supply Agreement for each month of such Reset Period

with respect to any quantities of Electricity that would otherwise have been delivered to the 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 the Project Participant of, or any amendment to, or otherwise take any action under or in connection with, the Clean Energy Purchase Contract that will impair the ability of CCCFA to comply during the current or any future year with its covenant regarding the collection of fees and charges pursuant to 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 amend the Clean Energy Purchase Contract or to an assignment or novation of all or a portion of the Project Participant's rights and obligations under the Clean Energy Purchase Contract.

Electricity Remarketing. 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 must immediately notify CCCFA of such deficiency, and the Trustee must (a) if CCCFA has not previously done so, cause CCCFA to suspend all deliveries of all quantities of Electricity under the Clean Energy Purchase Contract to the Project Participant, and (b) promptly give notice to the Electricity Supplier to follow the provisions set forth in the Remarketing Exhibit to the Master Power Supply Agreement. While the Electricity Supplier is remarketing Electricity under the Master Power Supply Agreement with advance notice from CCCFA or the Trustee, it is generally obligated to pay to CCCFA the day-ahead price (less a discount, which may vary under certain circumstances) for the point where the Electricity would otherwise be delivered. See "MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING."

Event of Default; Additional Actions. CCCFA has covenanted that, if an Event of Default has occurred and is continuing under the Indenture, CCCFA will, upon the demand of the Trustee (i) take such additional actions on its part as shall be necessary to cause the Project Participant to make payments of all amounts due under the Clean Energy Purchase Contract to the Trustee, (ii) take such additional actions on its part as shall be necessary to cause the Commodity Swap Counterparty to make payment of all amounts due under the Commodity Swaps 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 CCCFA's pledge and assignment to the Trustee of its rights and remedies afforded the CCCFA under the Clean Energy Purchase Contract, and (v) pay over or cause to be paid over to the Trustee any Revenues which have not been paid directly to the Trustee as promptly as practicable after receipt thereof. In addition, to secure its obligations under the Indenture, CCCFA has irrevocably pledged and collaterally assigned to the Trustee CCCFA's rights to issue notices (including notices to direct the remarketing of Electricity) and to take any other actions that CCCFA is required or permitted to take under the Master Power Supply Agreement, the Receivables Purchase Provisions, the Clean Energy Purchase Contract, the Commodity Swaps, 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 has the authority, to take any such actions as it deems necessary under the Master Power Supply Agreement, the Receivables Purchase Provisions, the Clean Energy Purchase Contract and the Interest Rate Swap. Notwithstanding such authorization, CCCFA 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 CCCFA to cease exercising such rights and, upon receipt of such notice with a copy provided to the Electricity Supplier under the Master Power Supply Agreement and the Project Participant under the Clean Energy Purchase Contract, 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. The Master Power Supply Agreement, the Clean Energy Purchase Contract and the Commodity Swaps may be amended at any time for changes in Delivery Points as provided therein, without the consent of the Bondholders or any parties other than those to the relevant agreement, and without the provision of opinions or other process under the Indenture.

Master Power Supply Agreement. CCCFA has covenanted in the Indenture that it will enforce the provisions of the Master Power Supply Agreement and that it will duly perform its covenants and agreements under the Master Power Supply Agreement.

The Trustee will promptly notify CCCFA of any payment default that has occurred and is continuing on the part of the Electricity Supplier under the Master Power Supply Agreement. CCCFA will provide the Trustee with Written Notice of the Early Termination Payment Date (a) on the date on which a Failed Remarketing (defined below) 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 assignment of, rescission of or amendment to or otherwise take any action under or in connection with the Master Power Supply 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 Master Power Supply Agreement may be assigned or amended without Bondholder consent upon receipt of a Rating Confirmation with respect to such assignment or amendment.

Interest Rate Swap. CCCFA has covenanted in the Indenture that it will enforce the provisions of the Interest Rate Swap and that it will duly perform its covenants and agreements under the Interest Rate Swap.

CCCFA has further covenanted that 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.

CCCFA covenants under the Indenture that at it will not exercise any right to declare an early termination date under the Interest Rate Swap unless either (i) it has entered into a replacement Interest Rate Swap that meets the requirements specified in the Indenture or (ii) in all other cases, the Master Power Supply 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 Funding Recipient, or (b) 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.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds, rounded to the nearest dollar, in connection with the issuance of the Bonds are approximately as follows:

SOURCES:	
Par Amount	$459,640,000
Original Issue Premium	16,737,231
Total Sources	$476,377,231
USES:	
Deposit to Project Fund[1]	$426,527,120
Deposit to Debt Service Account[2]	36,890,000
Deposit to Debt Service Reserve Account	5,700,000
Deposit to Commodity Reserve Account	3,500,000
Costs of Issuance[3]	3,760,111
Total Uses	$476,377,231

1 Includes the prepayment amount.

2 Represents capitalized interest on the Bonds (which will be transferred to the Debt Service Account).

3 Includes management, consulting, underwriting, rating agency, Trustee, municipal advisor, legal and other fees and other expenses related to the issuance of the Bonds and the acquisition of the Clean Energy Project.

THE SERIES 2023A-1 BONDS AND THE SERIES 2023A-2 BONDS

GENERAL

The Series 2023A-1 Bonds and Series 2023A-2 Bonds will mature (subject to redemption as described below) on the respective dates and in the respective principal amounts shown on the inside cover page of this Official Statement. The Series 2023A-1 Bonds and Series 2023A-2 Bonds will be initially issued in denominations of $5,000 and any integral multiples thereof (an *"Authorized Denomination"*).

The Series 2023A-1 Bonds and Series 2023A-2 Bonds will be initially issued in book-entry only form through the facilities of The Depository Trust Company, New York, New York (*"DTC"*). The Series 2023A-1 Bonds and Series 2023A-2 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 Series 2023A-1 Bonds and Series 2023A-2 Bonds. So long as Cede & Co. is the registered owner of the Series 2023A-1 Bonds and Series 2023A-2 Bonds, principal of and premium, if any, and interest on such Series 2023A-1 Bonds and Series 2023A-2 Bonds are payable by wire transfer by the Trustee to Cede & Co., as nominee for DTC, which, in turn, is obligated to remit such amounts to DTC participants for subsequent disbursement to the Beneficial Owners. See APPENDIX G – "BOOK-ENTRY SYSTEM." for a description of DTC and its book-entry system.

INTEREST

During the Initial Interest Rate Period (from their Initial Issue Date to and including July 31, 2029), the Series 2023A-1 Bonds and the Series 2023A-2 Bonds will bear interest as described below.

After the Initial Interest Rate Period, the Outstanding Series 2023A-1 Bonds and Series 2023A-2 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 Term Rate Period, an Index Rate Period, a Daily Interest Rate Period, a Weekly Interest Rate Period or a Commercial Paper Interest Rate Period. ***This Official Statement describes the terms of the Series 2023A-1 Bonds and Series 2023A-2 Bonds only during the Initial***

Interest Rate Period and must not be relied upon after the Series 2023A-1 Bonds and Series 2023A-2 Bonds have been converted to another Interest Rate Period.

Interest on any Series 2023A-1 Bond or Series 2023A-2 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 2023A-1 Bonds, at the close of business on the 15th day of the Month (whether or not such day is a Business Day) immediately preceding the Month in which such Interest Payment Date falls, or, with respect to the Series 2023A-2 Bonds, at the close of business on the Business Day immediately preceding such Interest Payment Date (the "*Regular Record Date*" for the Series 2023A-1 Bonds and Series 2023A-2 Bonds, respectively).

Any interest on any Series 2023A-1 Bond or Series 2023A-2 Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date *("Defaulted Interest"* with respect to Series 2023A-1 Bonds or Series 2023A-2 Bonds, respectively), 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 such Bonds are registered at the close of business on a date (the *"Special Record Date"* for such Series 2023A-1 Bonds or Series 2023A-2 Bonds, respectively) 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 Series 2023A-1 Bond and Series 2023A-2 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 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 nor 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 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.

Series 2023A-1 Bonds

During the Initial Interest Rate Period, the Series 2023A-1 Bonds will bear interest in a Term Rate Period, with the Series 2023A-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 2023A-1 Bonds will be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2023. During the Initial Interest Rate Period, interest on the Series 2023A-1 Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Series 2023A-2 Bonds

The Initial Interest Rate Period for the Series 2023A-2 Bonds will be a SOFR Index Rate Period, and the Series 2023A-2 Bonds will bear interest at the SOFR Index Rate determined as described below during the SOFR Index Rate Period. Interest on each Series 2023A-2 Bond is payable on the first Business Day of each month, commencing with the first Business Day of February 2023, 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 SOFR Index Rate. One Business Day prior to the Initial Issue Date of the Series 2023A-2 Bonds, the SOFR Index Rate shall be calculated by the Calculation Agent and shall be in effect from and including the Initial Issue Date to (but not including) the first Index Rate Reset Date.

Thereafter, (a) the SOFR Index shall be determined by the Calculation Agent by 4:00 p.m., New York City time, on each SOFR Publish Date and (b) the Calculation Agent shall determine and provide to the Trustee the SOFR Index Rate at or before 12:00 noon, New York City time, on each SOFR Effective Date. The amount of interest due on the Series 2023A-2 Bonds on any Interest Payment Date shall be calculated on the basis of the actual number of days in the SOFR Accrual Period immediately preceding such Interest Payment Date. All percentages resulting from any step in the calculation of interest on the Series 2023A-2 Bonds while in the SOFR Index Rate Period will be rounded to the nearest six decimal places (with 0.0000005 being rounded up to 0.000001).

SOFR Index Rate. The SOFR Index Rate is a daily variable interest rate equal to the sum of (a) the product of the SOFR Index and the Applicable Factor plus (b) the Applicable Spread on each day of a SOFR Effective Period. The SOFR Index Rate shall not exceed the Maximum Rate of 12% per annum.

Applicable Factor. The Applicable Factor is the percentage or factor of the SOFR Index shown on the inside cover page of this Official Statement for the Series 2023A-2 Bonds. The Applicable Factor will remain constant for the duration of the SOFR Index Rate Period.

Applicable Spread. The Applicable Spread for the Series 2023A-2 Bonds is the margin or spread, which may be positive or negative, added to the product of the SOFR Index and the Applicable Factor shown on the inside cover page of this Official Statement. The Applicable Spread will remain constant for the duration of the SOFR Index Rate Period.

Business Day. For purposes of determining the SOFR Index Rate, "Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York or the cities in which are located the designated corporate trust offices of the Trustee, the Custodian or the Calculation Agent or the designated 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, or (e) any day that the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for purposes of trading in United States government securities.

Index Rate Reset Date. The Index Rate Reset Date for the Series 2023A-2 Bonds is each SOFR Effective Date.

SOFR Accrual Period. The SOFR Accrual Period is the number of actual days from, and including, (a) the Initial Issue Date or the preceding Interest Payment Date, whichever is most recent, to (but not including) (b) the next succeeding Interest Payment Date regardless of the actual number of calendar days in any Month.

SOFR Effective Date. The SOFR Effective Date is each Business Day.

SOFR Effective Period. The SOFR Effective Period is the number of actual days from a SOFR Effective Date to the next SOFR Effective Date.

SOFR Index. The SOFR Index is the "*Secured Overnight Financing Rate*" reported on the NY Federal Reserve's Website, or reported by any successor to the NY Federal Reserve as administrator of such Secured Overnight Financing Rate, as of 3:00 p.m. on each SOFR Publish Date representing the SOFR Index as of the SOFR Lookback Date, which will be used to calculate interest for the SOFR Effective Period beginning on the SOFR Effective Date. If the SOFR Index is not available as of any Index Rate Reset Date, the interest rate for such Index Rate Reset Date will be determined using a comparable substitute or replacement index for such Index Rate Reset Date designated by CCCFA in writing (with notice to, and which is available to, the Calculation Agent) in compliance with the Indenture.

The NY Federal Reserve's Website is the website of the NY Federal Reserve currently at http://www.newyorkfed.org, or any successor website of the NY Federal Reserve.

SOFR Interest Calculation Date. The SOFR Interest Calculation Date is the last Business Day of each month.

SOFR Lookback Date. The SOFR Lookback Date is the third Business Day immediately preceding each SOFR Effective Date.

SOFR Publish Date. The SOFR Publish Date is the second Business Day immediately preceding each SOFR Effective Date.

Additional Information Regarding SOFR. The Secured Overnight Financing Rate (or SOFR) is published by the NY Federal Reserve and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by Treasury securities. The NY Federal Reserve reports that the Secured Overnight Financing Rate includes all trades in the Broad General Collateral Rate (as defined on the NY Federal Reserve's Website), plus bilateral Treasury repurchase agreement transactions cleared through the delivery-versus-payment service offered by the Fixed Income Clearing Corporation (the "*FICC*"), a subsidiary of the Depository Trust and Clearing Corporation ("*DTCC*"). The Secured Overnight Financing Rate is filtered by the NY Federal Reserve to remove a portion of the foregoing transactions considered to be "specials" (as defined on the NY Federal Reserve's Website).

The NY Federal Reserve reports that the Secured Overnight Financing Rate is calculated as a volume- weighted median of transaction-level tri-party repo data collected from The Bank of New York Mellon as well as General Collateral Finance repurchase agreement transaction data and data on bilateral Treasury repurchase transactions cleared through the FICC's delivery-versus-payment service. The NY Federal Reserve notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC. The NY Federal Reserve notes on its publication page for the Secured Overnight Financing Rate that use of the Secured Overnight Financing Rate is subject to important limitations and disclaimers, including that the NY Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of the Secured Overnight Financing Rate at any time without notice. Secured Overnight Financing Rate rates are subject to revision until 2:30 p.m. on any date on which the Secured Overnight Financing Rate is published. The description of the Secured Overnight Financing Rate herein is not and does not purport to be exhaustive.

For a more complete description of the Secured Overnight Financing Rate, see the NY Federal Reserve's Website at https://apps.newyorkfed.org/markets/autorates/sofr. Such website is not incorporated by reference herein.

For a summary of certain risks relating to SOFR Index Rate Bonds, see "– CERTAIN RISKS OF SOFR INDEX RATE BONDS" below.

Calculation Agent. U.S. Bank Trust Company, National Association will be appointed by CCCFA as Calculation Agent for any Series 2023A-2 Bonds that are issued pursuant to the Indenture and a Calculation Agent Agreement between the parties.

INCREASED INTEREST RATE UPON LEDGER EVENT

Pursuant to the Electricity Purchase, Sale and Service Agreement, if a Ledger Event occurs, J. Aron will be obligated to pay the Electricity Supplier, and pursuant to the Master Power Supply Agreement, the Electricity Supplier will be obligated to pay CCCFA, scheduled Ledger Event Payments to enable CCCFA to pay additional interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds at the Increased Interest

Rate of (i) with respect to the Series 2023A-1 Bonds, 8.00% per annum and (ii) with respect to the Series 2023A-2 Bonds, the SOFR Index Rate plus 3.00% per annum. The Indenture provides that, subject to CCCFA's receipt of such Ledger Event Payments from the Electricity Supplier, interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds will be paid at the Increased Interest Rate after the occurrence of a Ledger Event.

See "THE MASTER POWER SUPPLY AGREEMENT – LEDGER EVENT" below for a description of the provisions of the Master Power Supply Agreement relating to a Ledger Event and the amounts payable by the Electricity Supplier to CCCFA following a Ledger Event. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT – ADDITIONAL AMOUNTS PAYABLE FOLLOWING A LEDGER EVENT" below for a description of the provisions of the Electricity Purchase, Sale and Service Agreement relating to the amounts payable by J. Aron to the Electricity Supplier following a Ledger Event.

The Series 2023A-1 Bonds and Series 2023A-2 Bonds will bear interest at the Increased Interest Rate from and including the day on which a Ledger Event occurs to but not including the earlier of (a) the date on which a Termination Payment Event occurs under the Master Power Supply Agreement, (b) the Mandatory Purchase Date or any prior redemption date with respect to such Series 2023A-1 Bonds and Series 2023A-2 Bonds, and (c) the Interest Payment Date with respect to such Series 2023A-1 Bonds and Series 2023A-2 Bonds immediately succeeding the last date on which J. Aron paid the Ledger Event Payments.

Interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds at the Increased Interest Rate will be payable on each regular Interest Payment Date, any redemption date and the Mandatory Purchase Date. CCCFA will give prompt written notice to the Trustee of (i) the occurrence and date of a Ledger Event (which shall be the first day of the related Increased Interest Rate Period), and (ii) the occurrence and date of any Termination Payment Event (which shall be the last day of the related Increased Interest Rate Period). Interest on the Series 2023A-1 Bonds and Series 2023A-2 Bonds at an Increased Interest Rate will be computed on the same basis as computed for the respective Series 2023A-1 Bonds and Series 2023A-2 Bonds and will be payable in the same manner as the interest borne by such Series 2023A-1 Bonds and Series 2023A-2 Bonds on the Initial Issue Date.

For purposes of the Indenture:

(a) any Ledger Event Payments received by CCCFA from the Electricity Supplier in respect of a Ledger Event shall not constitute an item of "Revenues" and shall be deposited directly into the Debt Service Account; and

(b) The Scheduled Debt Service Deposits required by the Indenture shall be computed on the basis of the interest rates borne by the Series 2023A-1 Bonds and Series 2023A-2 Bonds on the Initial Issue Date and shall not be increased in the event that any Series 2023A-1 Bonds or Series 2023A-2 Bonds bears interest at the Increased Interest Rate.

TENDER OF SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS

Mandatory Tender. The Series 2023A-1 Bonds and Series 2023A-2 Bonds maturing on December 1, 2053 are required to be tendered for purchase on August 1, 2029, the Mandatory Purchase Date, which is the day following the last day of the Initial Interest Rate Period. The Purchase Price of the Series 2023A-1 Bonds and Series 2023A-2 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 the Issuer Purchase Account established by the Indenture. Accrued interest due on any Series 2023A-1 Bonds

and Series 2023A-2 Bonds to be purchased on the Mandatory Purchase Date, which is an Interest Payment Date, shall be paid from amounts on deposit in the Debt Service Account.

The Purchase Price of each Series 2023A-1 Bonds and Series 2023A-2 Bond on the Mandatory Purchase Date shall be payable only upon surrender of such Series 2023A-1 Bond or Series 2023A-2 Bond to the Trustee at its designated corporate 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. Notice of a mandatory tender is to be given no less than 30 days prior to the applicable Mandatory Purchase Date. In the event that any Owner of a Series 2023A-1 Bond or Series 2023A-2 Bond so subject to mandatory tender for purchase shall not surrender such Series 2023A-1 Bond or Series 2023A-2 Bond to the Trustee for purchase on the Mandatory Purchase Date, then such Series 2023A-1 Bond or Series 2023A-2 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.

Failed Remarketing. Under the Indenture, a *"Failed Remarketing"* means the failure (i) of the Trustee to receive the Purchase Price, or to have on deposit in the Bond Purchase Fund amounts sufficient and available to pay the Purchase Price, of any Series 2023A-1 Bond or Series 2023A-2 Bond required to be purchased on a Mandatory Purchase Date by 12:00 noon, New York City time, on the fifth Business Day preceding such Mandatory Purchase Date or (ii) to purchase or redeem such Series 2023A-1 Bond or Series 2023A-2 Bond in whole by such Mandatory Purchase Date (including from any funds on deposit in the Assignment Payment Fund and required to be used for such redemption). A Failed Remarketing is a Termination Payment Event, and will result in an Early Termination Payment Date, under the Master Power Supply Agreement, and the extraordinary redemption of the Series 2023A-1 Bonds and the Series 2023A-2 Bonds on the Mandatory Purchase Date. Such an extraordinary redemption of the Series 2023A-1 Bonds and Series 2023A-2 Bonds has the same economic effect on Bondholders as a mandatory tender of the Series 2023A-1 Bonds and Series 2023 A-2 Bonds on the Mandatory Purchase Date.

No Optional Tender. The Series 2023A-1 Bonds and Series 2023A-2 Bonds are ***not*** subject to optional tender by Bondholders during the Initial Interest Rate Period.

REDEMPTION

Optional Redemption of Series 2023A-1 Bonds. The Series 2023A-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 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 2023A-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 2023A-1 Bonds or the 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 (defined in APPENDIX C) for such Series 2023A-1 Bonds minus 0.25% per annum, and

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

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

The Series 2023A-1 Bonds maturing after the Mandatory Purchase Date are subject to redemption at the option of CCCFA in whole or in part on and after the first Business Day of the third month preceding the Mandatory Purchase Date at a Redemption Price, calculated by a quotation agent selected by CCCFA, equal to the Amortized Value thereof (as of the first Business Day of the month of redemption), plus $0.16 per $1,000 of the principal amount thereof and accrued and unpaid interest to the date of redemption. In lieu of optionally redeeming the Series 2023A-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 2023A-1 Bonds on the applicable redemption date at a Purchase Price equal to the applicable Redemption Price of such Series 2023A-1 Bonds. Any Series 2023A-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 CCCFA.

"Amortized Value" means, with respect to any Series 2023A-1 Bond to be redeemed when a Term Rate Period is in effect with respect to such Series 2023A-1 Bond, the principal amount of such Series 2023A-1 Bond multiplied by the price of such Series 2023A-1 Bond expressed as a percentage, calculated by a major market maker in municipal securities, as the quotation agent, selected by CCCFA, based on the industry standard method of calculating bond prices (as such industry standard prevailed on the date such Series 2023A-1 Bond began to bear interest at its current Term Rate), with a delivery date equal to the date of redemption of such Series 2023A-1 Bond, a maturity date equal to the earlier of (a) the stated maturity date of such Series 2023A-1 Bond, or (b) the Mandatory Purchase Date, and a yield equal to such Series 2023A-1 Bond's original reoffering yield (as set forth on the inside cover page of this Official Statement) on the date such Series 2023A-1 Bond began to bear interest at its current Term Rate. The Amortized Value of the Series 2023A-1 Bonds as of certain dates during the Initial Interest Rate Period is shown on APPENDIX H.

Optional Redemption of Series 2023A-2 Bonds. The Series 2023A-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 Business Day on or after the first Business Day of the third month preceding the initial Mandatory Purchase Date for the Series 2023A-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 optionally redeeming the Series 2023A-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 2023A-2 Bonds on the applicable redemption date at a Purchase Price equal to the applicable Redemption Price of such Series 2023A-2 Bonds. Any Series 2023A-2 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 CCCFA.

Extraordinary Mandatory Redemption. The Series 2023A-1 Bonds and Series 2023A-2 Bonds shall be subject to mandatory redemption prior to maturity in whole, and not in part, (1) except in the case of a Failed Remarketing, on the first day of the Month following the Early Termination Payment Date, and (2) in the case of a Failed Remarketing, on the Mandatory Purchase Date following such Failed Remarketing, at the following Redemption Prices: (a) in the case of the Series 2023A-1 Bonds, the Amortized Value thereof, and (b) in the case of the Series 2023A-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 the Series 2023A-1 Bonds upon an extraordinary mandatory redemption following an Early Termination Payment Date that occurs during the Initial Interest Rate Period.

CCCFA shall provide the Trustee with Written Notice of the Early Termination Payment Date (x) on the date on which a Failed Remarketing occurs, and (y) in all other cases, not more than five Business Days after such date is determined.

The Series 2023A-1 Bonds and Series 2023A-2 Bonds shall be subject to redemption for remediation at the direction of CCCFA prior to maturity, in whole or in part, on any date, at the then-applicable optional Redemption Price for the Series 2023A-1 Bonds and Series 2023A-2 Bonds to be redeemed, plus accrued interest to the redemption date, to the extent such unremediated Disqualified Sale Proceeds and associated Disqualified Sale Units remain reflected on the remarketing ledger at least 95 days prior to the second anniversary of the date on which such unremediated Disqualified Sale Proceeds and associated Disqualified Sale Units were first reflected in the remarketing ledgers, as provided in the Clean Energy Purchase Contract. The CCCFA shall provide the Trustee with Written Notice of the requirement for any such redemption not more than five Business Days after determining that such redemption will be required.

Notice of Redemption. In the case of every redemption of Series 2023A-1 Bonds or Series 2023A-2 Bonds, the Trustee is to give notice of such redemption, in the name of CCCFA, of the redemption of such Series 2023A-1 Bonds or Series 2023A-2 Bonds, by first-class mail, postage prepaid, not less than 20 days (15 days in the case of an extraordinary mandatory redemption described above) (or such shorter time as may be permitted by the securities depository) and not more than 45 days (30 days for the Index Rate Bonds or in the case of an extraordinary mandatory redemption described above) prior to the redemption date.

Each notice of redemption must identify the Series 2023A-1 Bonds or Series 2023A-2 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 Series 2023A-1 Bonds or Series 2023A-2 Bonds called for redemption must be surrendered to collect the Redemption Price, (iv) the address or addresses of the Trustee at which such Series 2023A-1 Bonds or Series 2023A-2 Bonds redeemed must be surrendered, and (v) that interest on such Series 2023A-1 Bonds or Series 2023A-2 Bonds called for redemption ceases to accrue on the redemption date. Failure of the registered owner of any Series 2023A-1 Bonds or Series 2023A-2 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 such Series 2023A-1 Bonds or Series 2023A-2 Bonds.

In the event that the Series 2023A-1 Bonds and Series 2023A-2 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 such Series 2023A-1 Bonds and Series 2023A-2 Bonds by 12:00 noon, New York City time, on the fifth Business Day preceding a Mandatory Purchase Date, a notice of extraordinary redemption of such Series 2023A-1 Bonds and Series 2023A-2 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 12:00 noon, New York City time, on the fifth Business Day preceding such Mandatory Purchase Date, the Purchase Price of the Series 2023A-1 Bonds and Series 2023A-2 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 12:00 noon New York City time on the fifth Business Day preceding such Mandatory Purchase Date, the Series 2023A-1 Bonds and Series 2023A-2 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 12:00 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 Series 2023A-1 Bonds and Series 2023A-2 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 Series 2023A-1 Bonds or Series 2023A-2 Bonds, unless upon the giving of such notice such Series 2023A-1 Bonds or Series 2023A-2 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 such Series 2023A-1 Bonds or Series 2023A-2

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 Series 2023A-1 Bonds or Series 2023A-2 Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee must within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Effect of Redemption. Notice having been given in the manner provided in the Indenture, and, in the case of optional redemption of any Series 2023A-1 Bonds or Series 2023A-2 Bonds, sufficient moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on such Series 2023A-1 Bonds or Series 2023A-2 Bonds being held by the Trustee, such Series 2023A-1 Bonds or Series 2023A-2 Bonds or portions thereof so called for redemption will become due and payable on the redemption date so designated at the applicable Redemption Price, and, upon presentation and surrender thereof at the office specified in such notice, such Series 2023A-1 Bonds or Series 2023A-2 Bonds, or portions thereof, will be paid at the Redemption Price. If, on the redemption date, moneys for the redemption of all the Series 2023A-1 Bonds or Series 2023A-2 Bonds or portions thereof of any like Series, maturity and tenor to be redeemed, together with interest to the redemption date, are held by the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on any such Series 2023A-1 Bonds or Series 2023A-2 Bonds or portions thereof of so called for redemption will cease to accrue and become payable. If said moneys shall not be so available on the redemption date, any such Series 2023A-1 Bonds or Series 2023A-2 Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon the payment of the Redemption Price of the Series 2023A-1 Bonds or Series 2023A-2 Bonds or portions thereof being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by maturity, the Series 2023A-1 Bonds or Series 2023A-2 Bonds being redeemed with the proceeds of such check or other transfer.

Selection of Bonds to be Redeemed. If less than all of the Series 2023A-1 Bonds or Series 2023A-2 Bonds of like maturity, tenor and Series are called for redemption, the particular Series 2023A-1 Bonds or Series 2023A-2 Bonds or portions of Series 2023A-1 Bonds or Series 2023A-2 Bonds of such maturity, tenor and Series to be redeemed must be selected by lot in such manner as the Trustee determines, in its sole discretion, from the Series 2023A-1 Bonds or Series 2023A-2 Bonds of such maturity, tenor and Series not previously called for redemption; provided, however, that the portion of any Series 2023A-1 Bond or Series 2023A-2 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 Series 2023A-1 Bonds or Series 2023A-2 Bonds for redemption, the Trustee must treat each such Series 2023A-1 Bond or Series 2023A-2 Bond as representing that number of Series 2023A-1 Bonds or Series 2023A-2 Bonds of a minimum Authorized Denomination which is obtained by dividing by such minimum Authorized Denomination the principal amount of such Series 2023A-1 Bond or Series 2023A-2 Bond to be redeemed in part.

THE SERIES 2023A-3 BONDS

GENERAL

The Series 2023A-3 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 Series 2023A-3 Bonds will be issued in Authorized Denominations.

The Series 2023A-3 Bonds will be initially issued in book-entry only form through the facilities of DTC. The Series 2023A-3 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 Series 2023A-3 Bonds. So long as Cede & Co. is the registered owner of the Series 2023A-3 Bonds, principal of and premium, if any, and interest on such Series 2023A-3 Bonds are payable by wire transfer by the Trustee to Cede & Co., as nominee for DTC, which, in turn, is obligated to remit such amounts to DTC participants for subsequent disbursement to the Beneficial Owners. See APPENDIX G – "BOOK-ENTRY SYSTEM." for a description of DTC and its book-entry system.

INTEREST

From their Initial Issue Date, the Series 2023A-3 Bonds will bear interest in a Term Rate Period ending on the day immediately prior to the Final Maturity Date of the Series 2023A-3 Bonds, with the Series 2023A-3 Bonds of each maturity bearing interest at the fixed rates shown on the inside cover page of this Official Statement. Interest on the Series 2023A-3 Bonds will be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2023, and will be computed on the basis of a 360-day year of twelve 30-day months.

Interest on any Series 2023A-3 Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date, shall be paid to the Person in whose name that Bond is registered at the close of business on the 15th day of the Month (whether or not such day is a Business Day) immediately preceding the Month in which such Interest Payment Date falls (the "*Regular Record Date*" for the Series 2023A-3 Bonds).

Any interest on any Series 2023A-3 Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date *("Defaulted Interest"* with respect to such Series 2023A-3 Bonds), 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 such Series 2023A-3 Bonds are registered at the close of business on a date (the *"Special Record Date"* for such Series 2023A-3 Bonds) 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 Series 2023A-3 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 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 nor 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 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.

REDEMPTION

Optional Redemption of Series 2023A-3 Bonds. The Series 2023A-3 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 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 2023A-3 Bonds to be redeemed from and including the date of redemption (not including any portion of the interest accrued and unpaid as of the redemption date) to the stated maturity

date of such Series 2023A-3 Bonds, discounted to the date of redemption on a semiannual basis at a discount rate equal to the Treasury Rate (defined in APPENDIX C) plus 0.35% per annum, and

(b) 100% of the principal amount thereof to be redeemed;

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

Sinking Fund Redemption. The Series 2023A-3 Bonds shall be subject to mandatory redemption prior to their stated maturity in part (by lot) from Sinking Fund Installments, at a Redemption Price equal to the principal amount thereof, without premium, plus accrued interest to the date of redemption, on August 1 of each of the following years and in the following amounts:

Sinking Fund Installments

Year	Principal Amount
2026	$2,695,000
2027	4,720,000
2028	4,990,000
2029	3,750,000

Extraordinary Mandatory Redemption. The Series 2023A-3 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, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date.

CCCFA shall provide the Trustee with Written Notice of the Early Termination Payment Date not more than five Business Days after such date is determined.

Notice of Redemption. In the case of every redemption of Series 2023A-3 Bonds, the Trustee is to give notice of such redemption, in the name of CCCFA, of the redemption of such Series 2023A-3 Bonds, by first-class mail, postage prepaid, not less than 20 days (15 days in the case of an extraordinary mandatory redemption described above) (or such shorter time as may be permitted by the securities depository) and not more than 45 days (30 days in the case of an extraordinary mandatory redemption described above) prior to the redemption date.

Each notice of redemption must identify the Series 2023A-3 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 Series 2023A-3 Bonds called for redemption must be surrendered to collect the Redemption Price, (iv) the address or addresses of the Trustee at which such Series 2023A-3 Bonds redeemed must be surrendered, and (v) that interest on such Series 2023A-3 Bonds called for redemption ceases to accrue on the redemption date. Failure of the registered owner of any Series 2023A-3 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 such Series 2023A-3 Bonds.

With respect to any notice of optional redemption of Series 2023A-3 Bonds, unless upon the giving of such notice such Series 2023A-3 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 such Series 2023A-3 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 Series 2023A-3 Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the

redemption will not be made and the Trustee must within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Effect of Redemption. Notice having been given in the manner provided in the Indenture, and, in the case of optional redemption of any Series 2023A-3 Bonds, sufficient moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on such Series 2023A-3 Bonds being held by the Trustee, such Series 2023A-3 Bonds or portions thereof so called for redemption will become due and payable on the redemption date so designated at the applicable Redemption Price, and, upon presentation and surrender thereof at the office specified in such notice, such Series 2023A-3 Bonds, or portions thereof, will be paid at the Redemption Price. If, on the redemption date, moneys for the redemption of all the Series 2023A-3 Bonds or portions thereof of any like maturity and tenor to be redeemed, together with interest to the redemption date, are held by the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on any such Series 2023A-3 Bonds or portions thereof of so called for redemption will cease to accrue and become payable. If said moneys shall not be so available on the redemption date, any such Series 2023A-3 Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon the payment of the Redemption Price of the Series 2023A-3 Bonds or portions thereof being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by maturity, the Series 2023A-3 Bonds being redeemed with the proceeds of such check or other transfer.

Selection of Bonds to be Redeemed. If less than all of the Series 2023A-3 Bonds of like maturity and tenor are called for redemption, the particular Series 2023A-3 Bonds or portions of Series 2023A-3 Bonds of such maturity and tenor to be redeemed must be selected by lot in such manner as the Trustee determines, in its sole discretion, from the Series 2023A-3 Bonds of such maturity and tenor and not previously called for redemption; provided, however, that the portion of any Series 2023A-3 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 Series 2023A-3 Bonds for redemption, the Trustee must treat each such Series 2023A-3 Bond as representing that number of Series 2023A-3 Bonds of a minimum Authorized Denomination which is obtained by dividing by such minimum Authorized Denomination the principal amount of such Series 2023A-3 Bond to be redeemed in part.

THE INTEREST RATE SWAP

GENERAL

With respect to any Index Rate Bonds that are issued, 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 Clean Energy Purchase Contract and the CCCFA Commodity Swaps. The Interest Rate Swap consists of a 2002 ISDA Master Agreement, a schedule thereto and a confirmation relating to the Index Rate Bonds. 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, J. Aron, 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 semiannually 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 only Events of Default applicable to CCCFA and J. Aron are Section 5(a)(i) (Failure to Pay or Deliver) and Section 5(a)(vii) (Bankruptcy), as such Events of Default are modified in the Schedule. No Termination Events apply to CCCFA or J. Aron other than an Additional Termination Event if a Termination Payment Event occurs under and as defined in the Master Power Supply Agreement. Neither CCCFA nor the Interest Rate Swap Counterparty is required to pay any termination payment, other than unpaid amounts due, upon an early termination of the Interest Rate Swap.

REVENUES AND DEBT SERVICE REQUIREMENTS

The following table shows for each bond year during the Initial Interest Rate Period (a) the expected Revenues of the Clean Energy Project (net of receipts and payments under the CCCFA Commodity Swap), (b) the Debt Service requirements on the Bonds, giving effect to the fixed rates payable by CCCFA under the Interest Rate Swap, and (c) the resulting surplus funds to CCCFA.

Year Ending August 1	Estimated Revenues				Debt Service			Operating Expenses[5]	Surplus
	Electricity Sales[1]	Interest Earnings[2]	Other Amounts[3]	Total	Principal[4]	Interest	Total		
2023	$ 326,336	$1,147,927	$ 11,673,883	$ 13,148,146	$ 0	$ 13,078,146	$ 13,078,146	$ 70,000	$ 0
2024	6,529,711	1,438,867	15,216,117	23,184,695	0	22,744,603	22,744,603	70,000	370,092
2025	15,718,790	874,927	7,070,000	23,663,717	0	22,744,603	22,744,603	70,000	849,114
2026	23,152,083	674,128	2,930,000	26,756,211	2,695,000	22,744,603	25,439,603	70,000	1,246,609
2027	28,204,216	692,085	0	28,896,301	4,720,000	22,584,250	27,304,250	70,000	1,522,051
2028	28,195,005	694,850	0	28,889,855	4,990,000	22,303,410	27,293,410	70,000	1,526,445
2029	28,149,955	697,179	441,987,950	470,835,084	447,235,000	22,006,505	469,241,505	70,000	1,523,579
TOTAL	$130,276,095	$6,219,963	$478,877,950	$615,374,009	$459,640,000	$148,206,119	$607,846,119	$490,000	$7,037,890

1 Electricity Sales includes payments received by CCCFA under the Clean Energy Purchase Contract and net receipts/payments under the CCCFA Commodity Swap.
2 Interest earnings under the Investment Agreement at the fixed interest rate payable thereunder.
3 Other Amounts consists of capitalized interest, total reserve amounts, remaining Electricity value (*i.e.*, amount of Termination Payment due upon a Failed Remarketing), and required balances in the Debt Service Account.
4 Principal due on August 1, 2029 includes principal amount payable pursuant to mandatory tender on the Mandatory Purchase Date.
5 Estimated Operating Expenses (excluding any Rebate Payments or Commodity Swap Payments).

DESIGNATION OF THE BONDS AS GREEN BONDS

The information set forth has been provided by Kestrel Verifiers, a division of Kestrel 360, Inc.

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 J.

INDEPENDENT SECOND PARTY OPINION ON GREEN BONDS 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. Second Party Opinions provided by Kestrel Verifiers are not a recommendation to any person to purchase, hold, or sell the bonds and designations do not address the market price or suitability of such 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 or Pioneer or that was otherwise made available to Kestrel Verifiers.

THE MASTER POWER SUPPLY AGREEMENT

Set forth below is a summary of certain provisions of the Master Power Supply Agreement relating to the purchase and sale of Electricity during the Delivery Period. This summary does not purport to be a complete description of the terms and conditions of the Master Power Supply Agreement and accordingly is qualified by reference to the full text thereof.

PURCHASE AND SALE

Under the Master Power Supply Agreement, CCCFA has agreed to make a lump sum advance payment to the Electricity Supplier for all of the cost of the Prepaid Electricity (which does not include Assigned PAYGO Electricity) to be delivered during the Delivery Period. The "*Delivery Period*" under the Master Power Supply Agreement is scheduled to commence on June 1, 2023 and is scheduled to end on October 31, 2053, and the Delivery Period is subject to early termination on any Electricity Delivery Termination Date that may occur. The total quantity of expected Prepaid Electricity to be delivered by the Electricity Supplier during the Initial Interest Rate Period is approximately 2.1 million MWh.

CCCFA is required to pay the Electricity Supplier the APC Contract Price then in effect under the applicable Assigned PPAs for any Assigned PAYGO Electricity delivered under the Master Power Supply Agreement. See "GSG, J. ARON AND THE ELECTRICITY SUPPLIER – THE ELECTRICITY SUPPLIER – *Electricity Supplier Master Custodial Agreement*." Such payments made for Assigned PAYGO Electricity are not included in the Trust Estate or pledged to the repayment of the Bonds.

DELIVERY OF ELECTRICITY

Assigned Electricity. Assigned Electricity delivered under the Master Power Supply Agreement shall be Scheduled for delivery to and receipt at the delivery point specified in the applicable Assignment Schedule (an "*Assigned Delivery Point*"). Scheduling and transmission of Assigned Electricity shall be in accordance with the applicable Assignment Schedule. At the start of the Delivery Period, the Project Participant expects to assign, pursuant to limited assignment agreements, rights and obligations under three power purchase agreements to J. Aron, as described under "– ASSIGNMENT OF POWER PURCHASE AGREEMENTS" below.

All future Assigned Electricity will be delivered pursuant to the terms of such an Assignment Agreement.

Base Quantities. If there is not Assigned Electricity of sufficient quantity to meet the planned volumes of Prepaid Electricity, the Electricity Supplier is required to deliver Base Quantities to a delivery point specified in the Master Power Supply Agreement, or to an alternate delivery point mutually agreed to by the Electricity Supplier, CCCFA and the Project Participant. CCCFA is not required to take or receive any Base Quantities and the Electricity Supplier will remarket any Base Quantities that would otherwise be delivered. **Base Quantities are not expected to be delivered or remarketed during the Initial Interest Rate Period.**

Title. Title to and risk of loss of the Energy delivered under the Master Power Supply Agreement shall pass from the Electricity Supplier to CCCFA at the applicable Delivery Point. The transfer of title and risk of loss for all Assigned Electricity shall be set forth in the applicable Assignment Agreement.

Aggregate Quantity. The aggregate quantity of Electricity to be delivered during the term of the Delivery Period varies based on the quantities of Electricity CCCFA has agreed to deliver to the Project Participant under the Clean Energy Purchase Contract. The approximate aggregate monthly quantities of Assigned Prepay Quantities to be delivered under the Master Power Supply Agreement during the Initial Interest Rate Period range from a high of approximately 47,475 MWh in some months to a low of 5,760 MWh in other months.

ASSIGNMENT OF POWER PURCHASE AGREEMENTS

It is expected that the Project Participant will initially assign, pursuant to limited assignment agreements, three power purchase agreements to J. Aron. The Assigned PPAs pursuant to which the Initial Assigned Rights and Obligations are expected to be assigned to J. Aron are described as follows:

Name of Project	Location	Term of PPA	Type of Project	Expected Commercial Operation Date	PPA Start Date	Capacity	Annual Assigned Prepaid Quantity MWh
Calpine	Various	10 years	Geothermal	Operational	01/01/2022	8 MW	70,272
Yellow Pine Solar II	Clark County, Nevada	20 years	Solar	05/30/2024	05/30/2024	113 MW	147,606
Shell EDPR CA Solar Park (aka Sandirini)	Kern County, California	14 years	Solar	09/30/2023	01/01/2024	40 MW	97,468

In addition to the Initially Assigned PPAs, the Project Participant expects to enter into one or more PPAs for the purchase of renewable energy and environmental attributes over the next 6 to 12 months that, if executed, the Project Participant expects to assign certain of its rights and obligations under such PPAs to J. Aron for delivery of Assigned Quantities of Electricity, commencing in February 2026. No assurance can be give that such PPAs will be approved by Pioneer's Board of Directors or ultimately executed and assigned to J. Aron.

Adjustments to Base Quantities and Assigned Quantities. The Master Power Supply Agreement and the Clean Energy Purchase Contract are designed to manage future assignments of PPAs and potential delivery of Base Quantities, if ever required, while ensuring there are sufficient scheduled cashflows to meet CCCFA's payment obligations. Upon any assignments terminating, expiring, or being entered into, the Master Power Supply Agreement and Clean Energy Purchase Contract include provisions to recalculate Assigned Prepay Quantities and Base Quantities. In all cases, the total aggregate prepaid value (consisting of the amount of monthly Assigned Prepay Quantities multiplied by the applicable APC Contract Price for Assigned Electricity, and the Base Quantities multiplied by the fixed swap price for such Base Quantities) remains the same.

As such, upon a replacement of the Assigned Rights and Obligations under an Assigned PPA, or J. Aron's procurement of Energy which can be purchased in compliance with applicable EPS standards ("*EPS Compliant Energy*"), the Base Quantities will be reduced (a "*Base Quantity Reduction*"), with such calculation reflecting the same methodology as used to determine the Initial Assigned Rights and Obligations. To the extent Base Quantities were previously being delivered, the Commodity Swaps will be revised in connection with the commencement or termination of any Assignment Period such that the notional quantities under such swaps will be consistent with any changes to Base Quantities. The Base Quantity Reductions may also be revised in the case of any other commencement of a subsequent Assignment Period or a delivery period for any EPS Compliant Energy procured by J. Aron (a "*J. Aron EPS Energy Period*", and together with an Assignment Period, an "*EPS Energy Period")*.

When determining the Assigned Prepay Quantities related to an Assigned PPA that has quantities of Electricity that are deliverable on an as-available basis (an "*Applicable Project*"), such Assigned Prepay Quantity may not exceed the amount which J. Aron determines with a high degree of certainty that such Applicable Project will be able to generate in each Month during the Assignment Period.

PPA Payment Custodial Agreement. The Project Participant, J. Aron, the Electricity Supplier, the CCCFA and U.S. Bank Trust Company, National Association, as custodian (in such capacity, the "*Custodian*") have entered into a custodial agreement (the "*PPA Payment Custodial Agreement*") to administer payments to be received by the sellers of Assigned Electricity pursuant to the Assigned PPAs (the "*PPA Sellers*"). The PPA Payment Custodial Agreement is not pledged as part of the Trust Estate.

FAILURE TO DELIVER OR RECEIVE ELECTRICITY

Assigned Quantities. Neither CCCFA nor the Electricity Supplier shall have any liability or other obligation to one another for any failure to Schedule, receive, or deliver Assigned Electricity, except as described under the subheading "– ELECTRICITY REMARKETING" below and except for the Electricity Supplier's payment obligation in connection with *Force Majeure* events as described below.

Base Quantities. CCCFA is not required to take or receive any Base Quantities under the Master Power Supply Agreement and the Electricity Supplier will remarket any Base Quantities that otherwise would be delivered thereunder as described under the heading "– ELECTRICITY REMARKETING" below. **Base Quantities are not expected to be delivered or remarketed during the Initial Interest Rate Period.**

*Force Majeure***.** If with respect to all or any portion of Base Quantities or Assigned Prepay Quantities, either the Electricity Supplier fails to Schedule or deliver or CCCFA fails to Schedule or receive such quantities at any Delivery Point due to events of *Force Majeure*, the Electricity Supplier is required to pay (i) the applicable Day-Ahead Market Price for any such Base Quantities and (ii) the applicable APC Contract Price with respect to any such Assigned Prepay Quantities (except as otherwise provided for during the continuance of an Assigned PPA FM Remarketing Event as described in the second paragraph below under the subheading "– ELECTRICITY REMARKETING – *Assigned Electricity*" with respect to an Assigned PPA FM Remarketing Event)

ELECTRICITY REMARKETING

In the event Assigned Electricity at least equivalent to the Assigned Prepay Quantities for any Month is not delivered under an Assigned PPA for any reason other than *Force Majeure* events, CCCFA will be deemed to have requested the Energy Supplier to remarket the portion of the Assigned Electricity not delivered. In such event, the Electricity Supplier must sell the Assigned Electricity not delivered in private business use sale at the APC Contract Price less the applicable remarketing fee, and the Electricity Supplier is required to pay to CCCFA an amount equal to the product of (I) the applicable APC Contract Price, less the applicable remarketing fee multiplied by (II) the Assigned Prepay Quantity less the quantity of Assigned Electricity actually delivered.

If an Assigned PPA FM Remarketing Event is in effect with respect to an Assigned PPA, CCCFA will be deemed to have requested the Energy Supplier to remarket any Assigned Electricity not delivered under the applicable Assigned PPA, and the Electricity Supplier is required to pay to CCCFA an amount equal to the product of (x) the applicable APC Contract Price less the applicable remarketing fee, multiplied by (y) the Assigned Prepay Quantity of Electricity less the quantity of Assigned Electricity actually delivered.

The Project Participant is obligated to use Commercially Reasonable Efforts to remediate the proceeds of any such private business use sales with other qualifying purchases of Energy. As set forth in a separate letter agreement between J. Aron the Project Participant regarding the Assignment Agreements (the "*Assignment Letter Agreement*"): if less than the Assigned Prepay Quantity is delivered is under an Assigned PPA for any four months in the aggregate during a twelve month period or any event or circumstance occurs that would give either Pioneer or a PPA Seller the right to terminate or suspend performance under an Assigned PPA occurs, J. Aron has the right to terminate the Assignment Period applicable to such Assigned Quantities.

Additionally, if the Project Participant is in default under the Clean Energy Purchase Contract or is unable to receive Electricity of (a) decreased demand by Project Participant's retail customers, or (b) a change in law and CCCFA requests remarketing of any Assigned Quantity, J. Aron, as set forth in the Assignment Letter Agreement, has the right to terminate the Assignment Period applicable to such Assigned Quantities effective as of the first Delivery Hour to which such remarketing applies. If J. Aron does not elect to terminate the Assignment Period, CCCFA and the Electricity Supplier are required to negotiate in good faith to modify the Master Power Supply Agreement remarketing provisions to reflect pricing, delivery and other terms related to such Assigned Quantities, and the Electricity Supplier shall have no obligation to remarket such Assigned Quantities unless and until CCCFA and the Electricity Supplier have mutually agreed to such adjustments.

Base Quantities. In the event of any expiration, termination or anticipated termination of Assigned Rights and Obligations or a failure to assign sufficient Assigned Rights and Obligations under eligible PPAs, the Project Participant is obligated to exercise Commercially Reasonable Efforts to assign Replacement Assigned Rights and Obligations to J. Aron, which assignment is subject to J. Aron's consent. In the event the Project Participant is unable to assign PPAs with sufficient quantities to J. Aron under the

Clean Energy Project at any time, then Base Quantities will increase and the Electricity Supplier is required to remarket any Base Quantities. In the event the Electricity Supplier is obligated to remarket Base Quantities, CCCFA will be deemed to have delivered a Monthly Remarketing Notice with respect thereto.

The amounts payable by the Electricity Supplier for Electricity remarketed (except as otherwise described above) are the actual sale proceeds or the amounts based on the Day-Ahead Market Price applicable to such Delivery Point and Hour (if pursuant to a Monthly Remarketing Notice) or the Real-Time Market Price applicable to such Delivery Point and Hour (if pursuant to a Daily Remarketing Notice), less specified remarketing fees; provided that the aggregate amount payable by the Electricity Supplier in any Month for Electricity remarketed pursuant to a Monthly Remarketing Notice shall be not less than the Net Participant Price.

Delegation of Authority. J. Aron has agreed to provide all services necessary for the Electricity Supplier to meet its Electricity Remarketing obligations under the Master Power Supply Agreement. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT – J. ARON AS AGENT."

Remarketing for Qualifying Use. There are three types of potential remarketing sales when proper notice has been tendered: qualified sales to Municipal Utilities, non-private business use sales and private business use sales. The Electricity Supplier is required to use Commercially Reasonable Efforts to remarket Electricity first in qualified sales and next in non-private business use sales. If the Electricity Supplier is unable to remarket the Electricity designated in a remarketing notice in qualified sales or in non-private business use sales, it will purchase the Electricity.

Ledger Entries. The Electricity Supplier must track in dollar and electric quantity ledgers information relating to the remarketing proceeds and the quantities of Electricity remarketed, including sales made to non-private business users and to private business users.

Remediation. The Electricity Supplier and CCCFA will seek to make additional qualified sales to reduce the ledger amounts associated with non-private and private business use sales. In addition, the Project Participant has covenanted under the Clean Energy Purchase Contract to exercise Commercially Reasonable Efforts to reduce such ledger amounts by applying the proceeds thereon toward future Electricity purchases made by the Project Participant that would qualify to remediate such entries. Any ledger entries remediated by the Electricity Supplier, CCCFA or the Project Participant would be removed from the relevant ledgers. In the event that J. Aron, as agent of the Electricity Supplier, fails to remediate any non-complying remarketing sales of Electricity within one year, the Electricity Supplier (acting at the direction of the director appointed by CCCFA) may, subject to certain requirements, supplement J. Aron with a third-party remarketing agent to remediate the non-complying sales. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT – J. ARON AS AGENT – *Replacement of J. Aron."*

LEDGER EVENT

As described previously, the Electricity Supplier will maintain ledgers that account for private business use and non-qualified use remarketing sales of Electricity. If the Electricity Supplier, CCCFA, and the Project Participant fails to remediate such sales such that there is a remaining balance on any particular ledger two years after any private business use or non-qualified remarketing sale of Electricity, such balance will count against:

(a) in the case of private business use sales, a limit equal to a quantity of Electricity equal to $15 million divided by the fixed price per MWh of Electricity under the Master Power Supply Agreement, and

(b) in the case of sales to non-qualified users, a limit of 10% of the original quantity of Electricity purchased under the Master Power Supply Agreement,

in each case, subject to any higher amount as may be set forth in an Opinion of Bond Counsel. Both limits apply in the aggregate over the term of the Master Power Supply Agreement. In the event that either limit is exceeded, a *"Ledger Event"* will occur under the Master Power Supply Agreement, unless CCCFA receives an Opinion of Bond Counsel to the effect that such event will not adversely affect the exclusion from gross income for U.S. federal income tax purposes of interest on the Bonds. Any such Tax Opinion may take into account, among other things, any changes in tax requirements and any remedial actions taken with respect to the Bonds by CCCFA.

CCCFA has agreed in its Continuing Disclosure Undertaking for the Bonds to provide notices of (a) private business use sales and non-qualifying sales of Electricity that are not remediated within twelve months and (b) the occurrence of Ledger Events. See "CONTINUING DISCLOSURE UNDERTAKING" below.

The occurrence of a Ledger Event could cause interest on the Bonds to become subject to federal income taxation, possibly retroactive to the Initial Issue Date of the Bonds. A Ledger Event provides the Electricity Supplier (at the sole determination of the J. Aron appointed director) with the option, but not an obligation, to designate an Electricity Delivery Termination Date under the Master Power Supply Agreement. If an Electricity Delivery Termination Date is designated by the Electricity Supplier due to the occurrence of a Ledger Event, the Funding Recipient has the right, but has no obligation, to exercise the Funding Recipient Acceleration Option under the Funding Agreement. The exercise of the Funding Recipient Acceleration Option is a Termination Payment Event under the Master Power Supply Agreement. A Ledger Event does not, by itself, result in an Early Termination Payment Date under the Master Power Supply Agreement. See "INVESTMENT CONSIDERATIONS – LOSS OF TAX EXEMPTION ON SERIES 2023A-1 BONDS AND SERIES 2023A-2 BONDS."

Following the occurrence of a Ledger Event, the Electricity Supplier agrees to pay to CCCFA any amounts that become payable by J. Aron to the Electricity Supplier pursuant to the Electricity Purchase, Sale and Service Agreement as a result of such Ledger Event. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT – ADDITIONAL AMOUNTS PAYABLE FOLLOWING A LEDGER EVENT" and "THE BONDS – INCREASED INTEREST RATE UPON LEDGER EVENT."

PAYMENT PROVISIONS

The prepayment from CCCFA to the Electricity Supplier will be due prior to the inception of the term of the Master Power Supply Agreement. To the extent amounts become payable to CCCFA thereunder (for example, as a result of remarketing or failure to deliver by the Electricity Supplier), such amounts are due on the 24th day of the month or the preceding business day following the month in which such amount accrues. Amounts payable by CCCFA are due on the 25th day of the month or the following business day following the month in which such amounts accrue.

FORCE MAJEURE

Each of CCCFA and the Electricity Supplier are excused from their respective obligations to receive and deliver Electricity under the Master Power Supply Agreement to the extent prevented by *Force Majeure* (as defined in APPENDIX C) and the claiming party serves notice and details thereof. The declaration of *Force Majeure* by a PPA Seller under an Assigned PPA or by the Project Participant under the Clean Energy Purchase Contract constitutes *Force Majeure* under the Master Power Supply Agreement. To the extent that an Assignment Agreement is terminated early, such termination will constitute *Force Majeure* with respect to the Electricity Supplier until the earlier of (a) the commencement of an Assignment

Period under a replacement Assignment Agreement, (b) the commencement of a J. Aron EPS Energy Period, or (c) the end of the first month following the month in which such early termination of the Assignment Agreement occurs.

ASSIGNMENT

Neither party may assign its rights under the Master Power Supply Agreement without the other party's consent except:

(a) pursuant to the Indenture, CCCFA may transfer, sell, pledge, encumber or assign the Master Power Supply Agreement to the Trustee in connection with a financing arrangement; *provided* that CCCFA may not assign its rights under the Master Power Supply Agreement unless, contemporaneously with the effectiveness of such assignment, CCCFA also assigns the CCCFA Commodity Swap and the CCCFA Custodial Agreement to the same assignees; or

(b) upon written notice, the Electricity Supplier may assign the Master Power Supply Agreement to an affiliate of the Electricity Supplier, which assignment shall constitute a novation; *provided* that the assignee agrees to be bound by the terms and conditions of the Master Power Supply Agreement and (i) the Electricity Supplier delivers a Rating Confirmation with respect to such assignment, (ii) contemporaneously with the effectiveness of such assignment, the Electricity Supplier also assigns the Electricity Supplier Commodity Swap, the Electricity Supplier Custodial Agreement and the Electricity Supplier Master Custodial Agreement to the same assignee and either (a) the Electricity Supplier assigns the Funding Agreement and the Electricity Purchase, Sale and Service Agreement to the same assignee or (b) the assignee provides to CCCFA a guarantee of its obligations by GSG and GSG continues to guarantee the payment obligations of J. Aron under the Electricity Purchase, Sale and Service Agreement, and (iii) the assignee is a special purpose entity approved by CCCFA or its obligations under the Master Power Supply Agreement are guaranteed by the Funding Recipient to the satisfaction of CCCFA.

If either (i) the Electricity Supply notifies CCCFA that the Funding Agreement will not be replaced, re-financed or re-priced at the end of any Interest Rate Period for the Bonds, or (ii) the Electricity Supplier is unable to provide under the Re-Pricing Agreement, an estimated Available Discount Percentage for any Reset Period that is equal to or greater than the applicable Minimum Discount Percentage under the Clean Energy Purchase Agreement, then, at the request of CCCFA, the Electricity Supplier will reasonably cooperate with CCCFA to cause the Electricity Supplier's (or the Electricity Supplier's affiliate's, if applicable) interest in the Master Power Supply Agreement, the Re-Pricing Agreement the Electricity Supplier Commodity Swap, the Electricity Supplier Swap Custodial Agreement, the Electricity Supplier Master Custodial Agreement and any specified Investment Agreement with a term past the then-current Interest Rate Period and all agreements related to any of the foregoing (collectively, the "*Transaction Documents*") to be novated to a replacement seller. The Master Power Supply Agreement and the Indenture impose certain requirements for any such novation.

FUNDING AGREEMENT TERMS

Except (i) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Funding Agreement, (ii) to insert such provisions clarifying matters or questions arising under the Funding Agreement as are necessary or desirable and are not contrary to or inconsistent therewith or (iii) to convert or supplement any provision in a manner consistent with the intent of the Funding Agreement and the other Transaction Documents, the Electricity Supplier agrees in the Master Power Supply Agreement that it shall not agree to any amendment, alteration, assignment or modification to the Funding Agreement or any guaranty of the Funding Recipient's obligations thereunder without receipt of a Rating Confirmation and the prior written consent of CCCFA; provided that, the consent of CCCFA shall

not be required in connection with (a) the replacement, refinancing or re-pricing of the Funding Agreement at the end of any Interest Rate Period in accordance with the terms of the Funding Agreement or (b) the Electricity Supplier's assignment of its interest in the Funding Agreement or consent to Funding Recipient's assignment of its interest in the Funding Agreement to the extent the Electricity Supplier provides a Rating Confirmation to CCCFA with respect to any such assignment.

If an Early Termination Payment Date is designated under the Master Power Supply Agreement, the Electricity Supplier agrees it shall promptly withdraw the Final Payment Amount under the Funding Agreement.

EARLY TERMINATION

An Electricity Delivery Termination Date will occur automatically under the Master Power Supply Agreement upon the occurrence of a Termination Payment Event (which includes a Failed Remarketing with respect to the Bonds) or an Automatic Electricity Delivery Termination Event (as such terms are described below). Upon the occurrence of an Optional Electricity Delivery Termination Event (as described below), an Electricity Delivery Termination Date may be designated by the Electricity Supplier, as described below. If an Electricity Delivery Termination Date occurs, the Delivery Period under the Master Power Supply Agreement will end and the Electricity Supplier will be required to make the payment or payments described under "– REMEDIES AND TERMINATION" below.

Termination Payment Event. A Termination Payment Event will occur under the Master Power Supply Agreement if:

- the Electricity Supplier fails to pay when due any amounts owed to CCCFA under the Master Power Supply Agreement because of a failure by GSG, as Funding Recipient, to pay when due any amounts owed to the Electricity Supplier pursuant to the Funding Agreement and such failure continues for 30 days after receipt by the Electricity Supplier of notice thereof;

- as of one week prior to the beginning of the first Month following a Reset Period, either (a) 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 (b) the Funding Recipient (or its successor) and the Electricity Supplier are unable to replace, refinance or re-price the Funding Agreement for a subsequent Reset Period;

- a Failed Remarketing occurs;

- J. Aron exercises its option to designate a EPSSA Early Termination Date under the Electricity Purchase, Sale and Service Agreement due to the Project Participant making a CEPC Remarketing Election for any Reset Period; or

- both (a) an Electricity Delivery Termination Date occurs under the Master Power Supply Agreement and (b) the Funding Recipient exercises its Funding Recipient Acceleration Option to prepay the Final Payment Amount under the Funding Agreement, see "THE FUNDING AGREEMENT – ACCELERATION OPTIONS" below.

Optional Electricity Delivery Termination Events. The Electricity Supplier will have the right to designate an Electricity Delivery Termination Date under the Master Power Supply Agreement under the following circumstances:

- except in the case where an Automatic Electricity Delivery Termination Event has occurred, both (a) a CCCFA Commodity Swap is terminated by the Commodity Swap Counterparty or termination occurs automatically as a result of an event of default where CCCFA is the defaulting party or a termination event where CCCFA is the sole affected party and (b) either the affected CCCFA Commodity Swap or the corresponding Electricity Supplier Commodity Swap is not replaced within the Swap Replacement Period (described below); or

- a Ledger Event occurs.

Automatic Electricity Delivery Termination Events. An Electricity Delivery Termination Date will occur automatically under the Master Power Supply Agreement under the following circumstances:

- the CCCFA Commodity Swap is terminated by the Commodity Swap Counterparty as a result of an event of default due to CCCFA's insolvency or bankruptcy;

- both (a) the Electricity Supplier Commodity Swap is terminated by the Commodity Swap Counterparty based on an event of default where the Electricity Supplier is the defaulting party or a termination event where the Electricity Supplier is the sole affected party, or otherwise occurs automatically and, except for certain events of default and termination events for which the Swap Replacement Period does not apply, (b) either such Electricity Supplier Commodity Swap or the corresponding CCCFA Commodity Swap is not replaced within the Swap Replacement Period;

- following receipt of an offer by the Trustee to sell Swap Deficiency Call Receivables under the Receivables Purchase Provisions, the Electricity Supplier does not exercise (or is deemed not to have exercised) its related option to purchase the identified Swap Deficiency Call Receivables within the timeline set forth in the Receivables Purchase Provisions;

- both (a) a EPSSA Early Termination Date occurs under the Electricity Purchase, Sale and Service Agreement (other than as a result of a CEPC Remarketing Election), and (b) the Electricity Supplier is unable to enter into a replacement Electricity Purchase, Sale and Service Agreement with substantially the same terms or terms approved by the CCCFA by the date that is 120 days following such early termination date. The Electricity Supplier may enter into a replacement Electricity Purchase, Sale and Service Agreement only if (a) the EPSSA Guaranty applies to the obligations of the replacement seller thereunder or (b) the Electricity Supplier delivers a Rating Confirmation with respect to its entry into such replacement Electricity Purchase, Sale and Service Agreement; or

- bankruptcy or insolvency of CCCFA.

REPLACEMENT OF COMMODITY SWAPS

CCCFA and the Electricity Supplier agree in the Master Power Supply Agreement that if any Commodity Swap terminates, is being terminated or is expected to be terminated, in each case for any reason other than the bankruptcy or insolvency of CCCFA, then CCCFA and the Electricity Supplier will attempt to replace such Commodity Swap and the corresponding Commodity Swap of the other party by (i) exercising any rights they may have to increase the notional quantities under other existing Commodity Swaps with existing Swap Counterparties (if any) upon termination of the affected Commodity Swap in order to effect a replacement of such Commodity Swaps, and subsequent to such a replacement, cooperating in good faith to locate replacement agreements with a different Swap Counterparty to replace the notional amount of such Commodity Swaps; or (ii) to the extent the notional amount of other existing Commodity

Swaps (if any) cannot be increased, cooperating in good faith to locate replacement agreements with an alternate Swap Counterparty to replace both the relevant Commodity Swaps within the Swap Replacement Period.

The Swap Replacement Period begins on the earlier of (i) the date any Commodity Swap terminates or (ii) delivery of a notice of the anticipated termination of a Commodity Swap, and, with certain exceptions, ends 60 days thereafter during which time CCCFA and the Electricity Supplier will make payments to each other under the Custodial Agreements, unless the Commodity Swaps are dormant due to Base Quantities being zero under the Master Power Supply Agreement. If the Commodity Swaps are dormant, the Swap Replacement Period continues until 60 days after the Commodity Swaps cease to be dormant during which time CCCFA and the Electricity Supplier will make payments to each other under the Custodial Agreements.

REMEDIES AND TERMINATION PAYMENT

Electricity Delivery Termination Date. An Electricity Delivery Termination Date will occur automatically on the date described below upon the occurrence of a Termination Payment Event or an Automatic Electricity Delivery Termination Event. If an Optional Electricity Delivery Termination Event has occurred and is continuing, then the Electricity Supplier, as described above, may designate an Electricity Delivery Termination Date.

End of Delivery Period. As of the Electricity Delivery Termination Date:

(a) the Delivery Period will end;

(b) the obligation of the Electricity Supplier to make any further deliveries of Electricity to CCCFA will terminate and, except in the case of a Termination Payment Event, be replaced with a continuing obligation of the Electricity Supplier to pay scheduled monthly amounts to CCCFA until the earlier of (i) the month in which a Termination Payment Event occurs and (ii) the last due date for such scheduled payments; and

(c) the obligation of CCCFA to receive deliveries of Electricity from the Electricity Supplier will terminate.

The Master Power Supply Agreement will continue in effect after the Electricity Delivery Termination Date occurs. The occurrence of an Electricity Delivery Termination Date will not prevent the contemporaneous or subsequent occurrence of a Termination Payment Event. Upon the occurrence of any Automatic Electricity Delivery Termination Event or Termination Payment Event, an Electricity Delivery Termination Date shall be deemed to be designated as of the end of the month in which such Automatic Electricity Delivery Termination Event occurs

Termination Payment; Early Termination Payment Date. Following a Termination Payment Event, the Electricity Supplier is required to pay the Termination Payment and, if applicable, the Additional Termination Payment to the Trustee on the Early Termination Payment Date. The "*Early Termination Payment Date*" is the last business day of the Month that commences after a Termination Payment Event occurs. In the case of a Termination Payment Event that results from a Failed Remarketing, the Early Termination Payment Date will be the last business day of the current Interest Rate Period. The obligation of the Electricity Supplier to pay the Termination Payment on the Early Termination Payment Date and, if applicable, the Additional Termination Payment, is unconditional, and the Electricity Supplier waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available with regard to its obligation to pay the Termination Payment and, if applicable, the Additional Termination Payment, on the Early Termination Payment Date.

The amount of the Termination Payment is set forth on a schedule to the Master Power Supply Agreement. The Termination Payment schedule approximately matches the Final Payment Amount schedule attached to the Funding Agreement. 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 Electricity Supplier, the Project Participant (or if the Project Participant were to fail to pay, the performance of the Project Participant Credit Enhancement) and the Investment Agreement Providers pay and perform their respective contract obligations when due. See APPENDIX I for a schedule of Termination Payments under the Master Power Supply Agreement.

Additional Termination Payment. In addition to the scheduled Termination Payment, if an Electricity Delivery Termination Date occurs as a result of certain events, the Electricity Supplier will be required to pay CCCFA an amount equal to the net present value of the quantity of Electricity that would have been delivered over the remaining term of the then-current Reset Period absent such early termination, multiplied by a fixed price per MWh (the *"Additional Termination Payment"*). The Additional Termination Payment is not part of the Trust Estate and is not pledged to secure the payment of the Bonds.

RECEIVABLES PURCHASE PROVISIONS

General. Under certain circumstances, the Electricity Supplier has agreed to purchase from the Trustee the rights to payment of net amounts owed by the Project Participant under the Clean Energy Purchase Contract ("*Put Receivables*"). Under the Receivables Purchase Provisions, CCCFA can put these Put Receivables to the Electricity Supplier under the circumstances described below under "– *Put Option,*" and, upon exercise of the put, the Indenture directs the Trustee to take such action on behalf of CCCFA. In addition, under certain circumstances described below under "– *Swap Deficiency Call Option*" and "– *Elective Call Option*," the Electricity Supplier has the right to purchase from the Trustee CCCFA's rights to payment of net amounts owed by the Project Participant under the Clean Energy Purchase Contract ("*Call Receivables*" and, collectively with Put Receivables, "*Receivables*").

Put Option. If an Early Termination Payment Date is established under the Electricity Purchase Agreement, or upon the final scheduled maturity of the Bonds, the Trustee may put to the Electricity Supplier, and the Electricity Supplier then has an obligation to purchase, Put Receivables with a face value up to an amount (the "*Put Receivables Amount*") equal to the sum of the Minimum Amount (less any amounts on deposit in the Commodity Reserve Account) plus the Debt Service Reserve Requirement (less any amounts on deposit in the Debt Service Reserve Account).

The Electricity Supplier Put Receivables Account is held by the Master Custodian and funded in an amount equal to the sum of the Minimum Amount and the Debt Service Reserve Requirement and may be used only to pay any amounts due from the Electricity Supplier under the Receivables Purchase Provisions in respect of Put Receivables. See "THE ELECTRICITY SUPPLIER MASTER CUSTODIAL AGREEMENT."

The maximum amount payable by the Electricity Supplier for such Put Receivables is limited to $9,200,000 in the aggregate, which equals the sum of the Debt Service Reserve Requirement and the Minimum Amount required to be on deposit in the Commodity Reserve Account, and such amount will be reduced by any amounts on deposit in the Commodity Reserve Account or the Debt Service Reserve Account, respectively. The Electricity Supplier's obligation to purchase such Put Receivables is subject to the condition that the representations and warranties made by CCCFA regarding its title to and the validity of the Put Receivables be true and correct on each day that the Electricity Supplier is required to purchase Put Receivables.

Swap Deficiency Call Option. If the Project Participant defaults on its obligation to make any payment under the Clean Energy Purchase Contract with CCCFA and such payment default results in a Swap Payment Deficiency, then on such Business Day, the Trustee (on behalf of CCCFA) shall deliver a written offer (a *"Swap Deficiency Call Receivables Offer"*) to sell to the Electricity Supplier sufficient Swap Deficiency Call Receivables (such amount, less any undisputed amounts owed by CCCFA to the Project Participant, the *"Swap Deficiency Call Receivables Amount"*) to fund any Swap Payment Deficiency (defined in APPENDIX C) resulting from such default. No later than the Business Day following the Electricity Supplier's receipt of a Swap Deficiency Call Receivables Offer, the Electricity Supplier may elect, in its discretion, to purchase the Swap Deficiency Call Receivables referenced in the Swap Deficiency Call Receivables Offer by delivering a written notice (a *"Swap Deficiency Call Option Notice"*) to the Trustee of the Electricity Supplier's intent to purchase such Swap Deficiency Call Receivables. If the Electricity Supplier does not deliver a Swap Deficiency Call Option Notice to CCCFA and the Trustee on or before the Business Day following the Electricity Supplier's receipt of a Swap Deficiency Call Receivables Offer, the Electricity Supplier will be deemed to have elected not to purchase the referenced Swap Deficiency Call Receivables, which constitutes an Automatic Electricity Delivery Termination Event under the Master Power Supply Agreement.

The Trustee's obligation to offer to sell such Swap Deficiency Call Receivables is subject to the condition that all of the representations and warranties made by the Electricity Supplier at the time of execution and delivery of the Receivables Purchase Provisions be true and correct on each day that the Trustee is required to offer to sell Swap Deficiency Call Receivables.

Elective Call Option. If the Project Participant defaults on its obligation to make any payment under the Clean Energy Purchase Contract with CCCFA and such payment default does not result in a Swap Payment Deficiency, the Trustee shall deliver a written offer (an *"Elective Call Receivables Offer"*) to sell to the Electricity Supplier sufficient Elective Call Receivables (such amount, less any undisputed amounts owed by CCCFA to the Project Participant, the *"Elective Call Receivables Amount"*) to fund any Swap Payment Deficiency (defined in APPENDIX C) resulting from such default. No later than the Business Day following the Electricity Supplier's receipt of an Elective Call Receivables Offer, the Electricity Supplier may elect, in its discretion, to purchase the Elective Call Receivables referenced in the Elective Call Receivables Offer by delivering a written notice (a *"Elective Call Option Notice"*) to the Trustee of the Electricity Supplier's intent to purchase such Elective Call Receivables. If the Electricity Supplier does not deliver an Elective Call Option Notice to CCCFA and the Trustee on or before the Business Day following the Electricity Supplier's receipt of an Elective Call Receivables Offer, the Electricity Supplier will be deemed to have elected not to purchase the referenced Elective Call Receivables, which constitutes an Automatic Electricity Delivery Termination Event under the Master Power Supply Agreement.

The Trustee's obligation to offer to sell such Elective Call Receivables is subject to the condition that all of the representations and warranties made by the Electricity Supplier at the time of execution and delivery of the Receivables Purchase Provisions be true and correct on each day that the Trustee is required to offer to sell Elective Call Receivables.

Call Receivables Purchase by J. Aron. Under the Electricity Purchase, Sale and Service Agreement, J. Aron has agreed to purchase any Call Receivables purchased by the Electricity Supplier under the Receivables Purchase Provisions; provided that J. Aron's obligation to purchase Call Receivables is subject to it having provided its prior written consent to the purchase of such Receivables by the Electricity Supplier. J. See "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT." To the extent J. Aron has purchased Call Receivables for amounts owed by the Project Participant under the Clean Energy Purchase Contract for the purchase of Assigned Electricity, J. Aron may transfer all or a portion of such Call Receivables to the relevant PPA Seller to which such non-payment by the Project Participant for the Assigned Electricity delivered under the Clean Energy Purchase Contract relates.

THE RE-PRICING AGREEMENT

Set forth below is a summary of certain provisions of the Re-Pricing Agreement. This summary does not purport to be a complete description of the terms and conditions of the Re-Pricing Agreement and accordingly is qualified by reference to the full text thereof.

GENERAL

On the Initial Issue Date of the Bonds, CCCFA and the Electricity Supplier will enter into a Re-Pricing Agreement (the *"Re-Pricing Agreement"*), which provides for (a) the determination of Electricity delivery periods subsequent to the initial Electricity delivery period that corresponds to the Initial Interest Rate Period on the Bonds (*"Reset Periods"*) and (b) the calculation of the amount of the discount (as a percentage) that is available (the *"Available Discount Percentage"*) for sales of Electricity to the Project Participant during each Reset Period.

The initial delivery period under the Master Power Supply Agreement begins on the first day of June 2023 and ends on the last day of June 2029 and the first Reset Period is expected to begin on the first day of July 2029.

REMARKETING ELECTION

In the event that the Available Discount Percentage for any Reset Period is less than the Minimum Discount Percentage specified in the Clean Energy Purchase Contract, the Project Participant may elect not to take Electricity during the Reset Period and to have such Electricity remarketed for the duration of the Reset Period (a *"Remarketing Election"*) by giving notice of such election to CCCFA, the Electricity Supplier and the Trustee. Any Base Quantities that are covered by a Remarketing Election will be remarketed in accordance with the provisions of the Indenture and the Master Power Supply Agreement. In the event that the Project Participant makes a Remarketing Election with respect to any Reset Period, J. Aron will have the option to terminate the Electricity Purchase, Sale and Service Agreement. If J. Aron exercises this option, a Termination Payment Event and an Early Termination Payment Date will occur under the Master Power Supply Agreement. See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING" and "– EARLY TERMINATION."

THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT

Set forth below is a summary of certain provisions of the Electricity Purchase, Sale and Service Agreement during the Delivery Period. This summary does not purport to be a complete description of the terms and conditions of the Electricity Purchase, Sale and Service Agreement and accordingly is qualified by reference to the full text thereof.

GENERAL

Under the Electricity Purchase, Sale and Service Agreement, J. Aron has agreed to sell and deliver during the Delivery Period the Electricity in exchange for payment from the Electricity Supplier. For Assigned Prepay Quantities, the Electricity Supplier will pay J. Aron an amount equal to the APC Contract Price, plus a fee calculated on the Assigned Prepay Value (the *"J. Aron Electricity Fee"*) plus any applicable remarketing fees, regardless of whether or not the Electricity is delivered. For Base Quantities, the Electricity Supplier will pay J. Aron an amount equal to the Day-Ahead Market Price, plus a fee calculated on the Base Quantities multiplied by the fixed swap price. In addition, the Electricity Supplier will pay J. Aron an upfront fee.

With respect to Assigned PAYGO Electricity, payment shall equal the quantity of such Assigned PAYGO Electricity multiplied by the applicable contract price(s) then in effect with respect to Electricity under the applicable Assigned PPAs.

The quantities of Electricity, delivery point provisions and delivery period under the Electricity Purchase, Sale and Service Agreement match the corresponding provisions of the Master Power Supply Agreement and, in turn, the corresponding provisions of the Clean Energy Purchase Contract.

J. ARON AS AGENT

General. Under the Electricity Purchase, Sale and Service Agreement, the Electricity Supplier appoints and directs J. Aron as its agent and J. Aron agrees to issue notices, billing statements and other communications, and to take any other actions that the Electricity Supplier is required or permitted to take under (a) the Master Power Supply Agreement, (b) the Electricity Supplier Commodity Swaps, (c) the Re-Pricing Agreement, and (d) the Electricity Purchase, Sale and Service Agreement (collectively, the *"Energy Documents"*); provided that J. Aron's agency role with respect to the Electricity Purchase, Sale and Service Agreement shall be limited to ordinary course actions required in connection with the Clean Energy Project and J. Aron shall have no right to waive, modify or amend the terms of the Electricity Purchase, Sale and Service Agreement on the Electricity Supplier's behalf or to act on the Electricity Supplier's behalf with respect to any dispute thereunder. In exercising this agency power, J. Aron shall have the authority to take any such actions as it deems necessary under the Energy Documents.

Standard of Care. In the conduct and performance of its agency role, J. Aron shall conduct itself consistent with and observe the same standard of care as it has in similar transactions in which J. Aron has acted as the seller under prepaid commodities agreements, and the Electricity Supplier acknowledges and agrees that J. Aron shall have no obligation to observe a standard of care greater than it has in such similar transactions or to take any actions or measures beyond those it typically takes in connection with such transactions. J. Aron shall not be liable for any action taken or omitted by it in acting as agent on behalf of the Electricity Supplier, except as expressly set forth in the Electricity Purchase, Sale and Service Agreement.

Electricity Remarketing. Under the Electricity Purchase, Sale and Service Agreement, the Electricity Supplier delegates, and J. Aron assumes, all of the Electricity Supplier's Electricity remarketing obligations under the remarketing provisions of the Master Power Supply Agreement, and J. Aron agrees to comply with such provisions. Pursuant to this delegation, all Electricity remarketing notices, directions and other actions will be given to or by, and will be performed by, J. Aron, except as described below.

Third Party. In the event that there are entries for private business use sales or non-qualifying sales on any ledger set that have not been remediated within 12 months, the Electricity Supplier (acting at the direction of the director appointed by CCCFA) may hire a third party remarketing agent to remediate the outstanding ledger entries; *provided that* any such third party remarketing agent (or its guarantor) must: (a) have (i) an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned to the Bonds, (ii) capital stock, surplus and undivided earnings aggregating at least $100,000,000, and (iii) satisfy J. Aron's internal requirements relating to "know your customer" rules and similar rules and regulations, unless such requirements are waived by J. Aron; and (b) agree to (i) remediate such ledger entries consistent with the terms of the Master Power Supply Agreement, and (ii) exercise Commercially Reasonable Efforts to enter into remarketing sales to the extent that CCCFA, the Electricity Supplier or J. Aron locate opportunities for remarketing sales.

Call Receivables Purchase. J. Aron agrees in the Electricity Purchase, Sale and Service Agreement to accept the transfer of any Swap Deficiency Call Receivables or Elective Call Receivables purchased by the Electricity Supplier under the Receivables Purchase Provisions as a credit against amounts owed by the

Electricity Supplier under the Electricity Purchase, Sale and Service Agreement; provided that J. Aron's obligation to purchase and accept the transfer of Swap Deficiency Call Receivables and Elective Call Receivables is subject to it having provided its prior written consent to the purchase thereof by the Electricity Supplier. J. Aron agrees to accept the transfer of any Call Receivables purchased by the Electricity Supplier under the Receivables Purchase Provisions as a credit against amounts owed by the Electricity Supplier under the Electricity Purchase, Sale and Service Agreement and, to the extent that the amount of such Call Receivables exceeds the amount so owed by the Electricity Supplier in any month, J. Aron will pay the difference to the Electricity Supplier. J. Aron agrees to pay the purchase price for such Receivables not later than the applicable purchase date specified in the Receivables Purchase Provisions by wire transfer of immediately available funds.

FAILURE TO DELIVER OR RECEIVE ELECTRICITY

J. Aron will be required to pay the Electricity Supplier for all Base Quantities or Assigned Prepay Quantities that J. Aron fails to deliver or the Electricity Supplier fails to receive in the event of *Force Majeure* claimed by either party. The amount J. Aron is required to pay the Electricity Supplier is equal to the amount the Electricity Supplier is required to pay CCCFA for Base Quantities or Assigned Prepay Quantities not delivered or received under the Master Power Supply Agreement, if such failure to deliver or receive such quantities is due to *Force Majeure*. If there is a failure of J. Aron to deliver Base Quantities not due to *Force Majeure*, J. Aron shall pay the higher of the Replacement Price or the Day-Ahead Market Price applicable for such Shortfall Quantity. If there is a failure of the Electricity Supplier to take Base Quantities not due to *Force Majeure,* J. Aron shall pay an amount based on the price of remarketed Base Quantities, less certain fees.

PAYMENT PROVISIONS

Amounts due from J. Aron to the Electricity Supplier under the Electricity Purchase, Sale and Service Agreement (for example, as a result of remarketing or failure to deliver by J. Aron) will be due on or before the 23rd day of the month following the month in which such amount accrues; *provided that* the purchase price of any Call Receivables purchased by J. Aron shall be paid on the applicable due date under the Receivables Purchase Provisions. Amounts due from the Electricity Supplier to J. Aron will be due on or before the 26th day of the month following the month in which such amount accrued. J. Aron is not entitled to net amounts due and owing by it thereunder, but the Electricity Supplier is entitled to net any amounts due and owing by J. Aron against its monthly payments due to J. Aron.

FORCE MAJEURE

Each of J. Aron and the Electricity Supplier are excused from their respective obligations to receive and deliver Electricity under the Electricity Purchase, Sale and Service Agreement to the extent prevented by *Force Majeure*, defined generally as an event or circumstance not anticipated and not within the reasonable control of, or the result of negligence of, the party claiming *Force Majeure*. This includes such events as riot, insurrection, war, labor dispute, natural disaster, vandalism, terrorism, and sabotage. The declaration of *Force Majeure* by a PPA Seller under an Assigned PPA, by the Project Participant under the Clean Energy Purchase Contract, or by CCCFA under the Master Power Supply Agreement, constitutes *Force Majeure* under the Electricity Purchase, Sale and Service Agreement. To the extent that an Assignment Agreement is terminated early, such termination will constitute *Force Majeure* with respect to J. Aron until the earlier of (a) the commencement of an Assignment Period under a replacement Assignment Agreement, (b) the commencement of a J. Aron EPS Energy Period, or (c) the end of the first month following the month in which such early termination of the Assignment Agreement occurs.

ADDITIONAL AMOUNTS PAYABLE FOLLOWING A LEDGER EVENT

If a Ledger Event occurs under the Master Power Supply Agreement and an Early Termination Payment Date has not been designated thereunder, J. Aron agrees to pay to the Electricity Supplier scheduled Ledger Event Payments calculated to provide a sum sufficient (together with the interest component of the Scheduled Debt Service Deposits) to enable CCCFA to pay interest on the Bonds at the Increased Interest Rate. Such payments are due to the Electricity Supplier on (a) the Business Day preceding each Interest Payment Date and the Mandatory Purchase Date, and (b) any Early Termination Payment Date under the Master Power Supply Agreement. See "THE MASTER POWER SUPPLY AGREEMENT – LEDGER EVENT" and "THE BONDS – INCREASED INTEREST RATE UPON LEDGER EVENT."

ASSIGNMENT

Neither party may assign its rights or obligations under the Electricity Purchase, Sale and Service Agreement without the other party's consent, except that J. Aron may assign the Electricity Purchase, Sale and Service Agreement to an affiliate of J. Aron, which assignment will constitute a novation; *provided* that the assignee assumes the obligations of J. Aron under the Electricity Purchase, Sale and Service Agreement and either (a) the EPSSA Guaranty continues to apply to the obligations of such assignee under the Electricity Purchase, Sale and Service Agreement or (b) assignee provides to the Electricity Supplier a replacement EPSSA Guaranty and a Rating Confirmation with respect to such assignment.

DEFAULTS AND TERMINATION EVENTS

J. Aron Default. Each of the following events constitutes a "*J. Aron Default*" under the Electricity Purchase, Sale and Service Agreement:

(a) J. Aron fails to pay when due any amounts owed to the Electricity Supplier pursuant to the Electricity Purchase, Sale and Service Agreement and such failure continues for five days after receipt by J. Aron of notice thereof, unless GSG has made such payment under the EPSSA Guaranty;

(b) certain bankruptcy or insolvency events with respect to J. Aron; or

(c) the EPSSA Guaranty ceases to be in full force and effect or is declared to be null and void, or GSG contests the validity or enforceability of the EPSSA Guaranty; provided that no such event will occur as a consequence of GSG becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding.

Electricity Supplier Default. Each of the following events constitutes a "*Electricity Supplier Default*" under the Electricity Purchase, Sale and Service Agreement:

(a) the Electricity Supplier fails to pay when due any amounts owed to J. Aron pursuant to the Electricity Purchase, Sale and Service Agreement and such failure continues for 30 business days after receipt by the Electricity Supplier of notice thereof; or

(b) certain bankruptcy or insolvency events with respect to the Electricity Supplier.

Optional Non-Default Termination Event. An "Optional Non–Default Termination Event" under the Electricity Purchase, Sale and Service Agreement will occur if the Project Participant makes a Remarketing Election with respect to any Reset Period under the Clean Energy Purchase Contract.

Automatic Non-Default Termination Event. The occurrence of an Electricity Delivery Termination Date under the Master Power Supply Agreement constitutes an "*Automatic Non-Default Termination Event*" under the Electricity Purchase, Sale and Service Agreement.

REMEDIES AND TERMINATION

Upon the occurrence of a J. Aron Default or an Electricity Supplier Default, the non-defaulting party may designate an early termination date under the Electricity Purchase, Sale and Service Agreement (a *"EPSSA Early Termination Date"*). Upon the occurrence of an Optional Non–Default Termination Event, the Electricity Supplier may designate a EPSSA Early Termination Date. A EPSSA Early Termination Date will occur automatically upon the occurrence of an Automatic Non-Default Termination Event.

If an Electricity Delivery Termination Date occurs, the Delivery Period for Electricity under the Electricity Purchase, Sale and Service Agreement will end and the obligations of the parties to deliver and receive Electricity will terminate.

SECURITY

GSG has provided to the Electricity Supplier the EPSSA Guaranty, which guarantees J. Aron's payment obligations under the Electricity Purchase, Sale and Service Agreement. None of CCCFA, the Trustee nor the Bondholders have rights to enforce the EPSSA Guaranty.

THE FUNDING AGREEMENT

Set forth below is a summary of certain provisions of the Funding Agreement. This summary does not purport to be a complete description of the terms and conditions of the Funding Agreement and accordingly is qualified by reference to the full text thereof.

AMOUNT AND TERM

Upon its receipt of the prepayment amount under the Master Power Supply Agreement, the Electricity Supplier (as lender) will make a term loan in a specified amount to GSG (as borrower and Funding Recipient) under the Funding Agreement.

The term of the Funding Agreement will end on July 31, 2029 (the "*Initial Term Loan Maturity Date*"). The Initial Term Loan Maturity Date is the last Business Day of the Initial Interest Rate Period for the Bonds.

REPAYMENT

The Funding Recipient is required to repay the loan in the Scheduled Amounts which reflect a fixed interest rate. In the case of an acceleration of the Funding Agreement due to a Loan Event of Default (described below), the Funding Recipient's sole remaining obligation under the Funding Agreement will be to pay a scheduled liquidation amount (the "*Final Payment Amount*") on the last Business Day of the calendar month following the calendar month in which the Loan Event of Default occurs.

EXTENSION OF TERM

At any time commencing on the date that is 180 days prior to the Initial Term Loan Maturity Date, the Electricity Supplier may request that the Funding Recipient provide pricing proposals for an extension of the Funding Agreement. The Funding Recipient agrees to propose pricing terms for two or more different extension lengths of the term of the Funding Agreement, which extension may not be less than the minimum

length permitted for a Reset Period under and defined in the Re-Pricing Agreement. Such proposals shall indicate a fixed interest rate that would apply throughout each offered length of extension.

ACCELERATION OPTION

Commencing six months after the date of the Funding Agreement, the Funding Recipient has the right (the "*Funding Recipient Acceleration Option*"), but no obligation, to prepay the loan in full by payment of the Final Payment Amount at any time after an Electricity Delivery Termination Date is designated under the Master Power Supply Agreement; provided that if an Electricity Delivery Termination Date is designated due to the occurrence of a Ledger Event, the Funding Recipient's prepayment right is subject to the Electricity Supplier providing written notice granting the Funding Recipient the right, but not the obligation, to prepay the loan in full. The date for payment of the Final Payment Amount will be the last Business Day of the calendar month following the calendar month in which the Funding Recipient delivers notice to Electricity Supplier electing to prepay the loan.

LOAN EVENTS OF DEFAULT AND REMEDY

Each of the following events constitutes an event of default under the Funding Agreement (each, a *"Loan Event of Default"*):

(a) the Funding Recipient defaults in the due and punctual payment of the Scheduled Amounts and such failure continues for 30 days after receipt by the Funding Recipient of notice thereof; or

(b) an involuntary case or other proceeding is commenced against the Funding Recipient seeking liquidation, reorganization or other relief with respect to it or its debts under any applicable federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar law now or hereafter in effect or seeking the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed, or an order or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect, in any such event, for a period of 60 days; or

(c) the Funding Recipient commences a voluntary case or proceeding under any applicable federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent, or shall consent to the entry of a decree or order for relief in an involuntary case or proceeding under any applicable federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or if it shall file a petition or answer or consent seeking reorganization or relief under any applicable federal or State law, or consent to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Funding Recipient or any substantial part of its property, or shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or shall take corporate action in furtherance of any such action.

Upon the occurrence of a Loan Event of Default, without further action of either party, the Final Payment Amount (for the date that is the last Business Day of the calendar month following the calendar month in which such Event of Default occurs) will mature and become due and payable by the Funding Recipient, without the necessity of any presentment, demand, protest or further notice; *provided,* that upon the happening of any event described in clause (b) or (c) above, such Final Payment Amount shall automatically become immediately due and payable and the Funding Agreement will terminate.

THE ELECTRICITY SUPPLIER MASTER CUSTODIAL AGREEMENT

Set forth below is a summary of certain provisions of the Electricity Supplier Master Custodial Agreement. This summary does not purport to be a complete description of the terms and conditions of the Electricity Supplier Master Custodial Agreement and accordingly is qualified by reference to the full text thereof.

Electricity Supplier Master Custodial Agreement. The Electricity Supplier, J. Aron, CCCFA and The Bank of New York Mellon, as custodian (in such capacity, the *"Master Custodian"*), will enter into a SPE Master Custodial Agreement (the *"Electricity Supplier Master Custodial Agreement"*) to administer:

(a) the amounts payable to the Electricity Supplier under (i) the Funding Agreement, (ii) the Electricity Purchase, Sale and Service Agreement, (iii) the Master Power Supply Agreement, (iv) the Electricity Supplier Commodity Swap and (v) the J. Aron Subordinated Loan (defined below), and

(b) the Funding Agreement and the amounts payable by the Electricity Supplier under (i) the Master Power Supply Agreement, (ii) the Electricity Purchase, Sale and Service Agreement, (iii) the Electricity Supplier Commodity Swap and (iv) the J. Aron Subordinated Loan.

The Electricity Supplier Master Custodial Agreement establishes a revenue account (the *"Electricity Supplier Revenue Account"*), a capital account (the *"Electricity Supplier Capital Account"*) and a put receivables account (the "*Electricity Supplier Put Receivables Account*") with the Master Custodian. The amounts payable to the Electricity Supplier under Funding Agreement, the Electricity Purchase, Sale and Service Agreement, the Master Power Supply Agreement and the Electricity Supplier Commodity Swap are to be paid directly into the Electricity Supplier Revenue Account.

Under the Electricity Supplier Master Custodial Agreement, the Master Custodian will, to the extent of the amounts on deposit in the Electricity Supplier Revenue Account, make monthly transfers for the payment of amounts due by the Electricity Supplier under the Electricity Supplier Commodity Swaps, the Master Power Supply Agreement and the Electricity Purchase, Sale and Service Agreement. Following these monthly transfers, any remaining funds in the Electricity Supplier Revenue Account are transferred to the Electricity Supplier Capital Account. Pending their application, the amounts in the Electricity Supplier Revenue Account are held in trust for the benefit of the Electricity Supplier.

The Electricity Supplier Capital Account and the Electricity Supplier Put Receivables Account will be initially funded by J. Aron with a cash equity contribution and a subordinated loan made by J. Aron to the Electricity Supplier not later than the Initial Issue Date that together equal at least three percent of the outstanding (unamortized) amount of the prepayment under the Master Power Supply Agreement (approximately $14.3 million as of the Initial Issue Date). From these sources, an amount equal to $9,200,000 will be deposited in the Electricity Supplier Put Receivables Account and the remaining amount will be deposited in the Electricity Supplier Capital Account. Under the Electricity Supplier Master Custodial Agreement, (a) the amounts in the Electricity Supplier Put Receivables Account may be in invested only in Qualified Investment (as defined in the Indenture); and (b) the amounts in the Electricity Supplier Capital Account may be invested only in: direct obligations of the U.S. Treasury or obligations unconditionally guaranteed by the United States, in either case with a maturity of two years or less; certain certificates of deposit and demand deposits; and certain money market funds.

Amounts on deposit in the Electricity Supplier Put Receivables Account shall be transferred promptly by the Master Custodian to pay any amounts due from the Electricity Supplier under the Receivables Purchase Provisions in respect of Put Receivables. Upon notice from the Electricity Supplier that either the Early Termination Payment Date or the Final Maturity Date has occurred and no further

payment are due under the Receivables Put Provisions in respect of Put Receivables, the Master Custodian shall transfer promptly all amounts remaining in the Electricity Supplier Put Receivables Account to the Electricity Supplier Capital Account.

Amounts on deposit in the Electricity Supplier Capital Account shall be withdrawn by the Master Custodian pursuant to instructions provided by the Electricity Supplier and applied to: (a) *first* to meet the Electricity Supplier's collateral posting obligations under the credit support annex to the Electricity Supplier Commodity Swap; and (b) *second* to make up any deficiency of the amounts on deposit in the Electricity Supplier Revenue Account for the purposes described above. The Electricity Supplier's repayment obligations under the J. Aron Subordinated Loan are subordinate to the Electricity Supplier's obligations under the Electricity Supplier Commodity Swaps, the Master Power Supply Agreement and the Electricity Purchase, Sale and Service Agreement.

The Master Custodian shall only withdraw amounts on deposit in the Electricity Supplier Capital Account for payment of principal and interest on the J. Aron Subordinated Loan to the extent that:

(a) the "Electricity Supplier Capital Amount" (defined below) exceed the greater of (i) three percent of the outstanding (unamortized) amount of the prepayment under the Master Power Supply Agreement, and (ii) $4,000,000 after the monthly payments from the Electricity Supplier Revenue Account and the Electricity Supplier Capital Account described above; and

(b) (i) the Electricity Supplier Capital Amount exceeds the Debt Service Reserve Requirement plus the Minimum Amount, or (ii) a Rating Confirmation is received to permit a withdrawal from the Electricity Supplier Capital Account;

Provided that the Master Custodian shall not be required to transfer any amount from the Electricity Supplier Capital Account for the monthly payment of principal and interest on the J. Aron Subordinated Loan if the remaining balance in the Electricity Supplier Capital Account following such transfer will be less than $4,000,000. "Electricity Supplier Capital Amount" means, at any time, the sum of (x) amounts then on deposit in the Electricity Supplier Capital Account, plus (y) amounts then on deposit in the Electricity Supplier Put Receivables Account.

The Master Custodian shall have a lien, security interest and right of set-off with respect to the Electricity Supplier Capital Account for the payment of any claim by the Master Custodian for compensation, reimbursement or indemnity under the Master Custodial Agreement.

GSG, J. ARON AND THE ELECTRICITY SUPPLIER

Set forth below is certain information regarding GSG, J. Aron and the Electricity Supplier 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 Electricity Supplier, J. Aron or GSG obligated to pay any amounts owed in respect of the Bonds.

GSG

GSG, together with its consolidated subsidiaries, is a leading global financial institution that delivers a broad range of financial services across investment banking, securities, investment management and consumer banking to a large and diversified client base that includes corporations, financial institutions, governments and individuals. Founded in 1869, the firm is headquartered in New York and maintains offices in all major financial centers around the world.

GSG is a public company that is subject to the information requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information, including financial reports, with the United States Securities and Exchange Commission (the *"SEC"*). For further information concerning GSG and J. Aron, see

- GSG's Annual Report on Form 10-K for the fiscal year ended December 31, 2021;
- GSG's Quarterly Reports on Form 10-Q for the periods ended March 31, 2022, June 30, 2022 and September 30, 2022;
- GSG's Current Reports on Form 8-K (i) dated and filed on January 18, 2022, (ii) dated and filed on January 24, 2022, (iii) dated and filed on January 28, 2022, (iv) dated and filed on February 17, 2022, (v) dated and filed on March 15, 2022, (vi) dated and filed on March 21, 2022, (vii) dated and filed on March 28, 2022, (viii) dated and filed on April 14, 2022, (ix) dated April 28, 2022 and filed on April 29, 2022 (two filings), (x) dated and filed on June 13, 2022, (xi) dated and filed on June 27, 2022, (xii) dated and filed on July 18, 2022, (xiii) dated and filed on August 23, 2022, (xiv) dated and filed on September 22, 2022, (xv) dated and filed on October 18, 2022, (xvi) dated October 26, 2022 and filed on October 28, 2022, and (xvii) dated and filed November 1, 2022**;** and
- All documents filed by GSG under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 on or after the date of this Official Statement and prior to the date of the issuance of the Bonds.

These reports and other information are available for review at http://www.sec.gov, an internet site maintained by the SEC.

The senior unsecured long-term debt of GSG is rated "A" (stable outlook) by Fitch, "A2" (stable outlook) by Moody's and "BBB+" (stable outlook) by S&P.

GSG has provided to the Electricity Supplier a guarantee of J. Aron's payment obligations under the Electricity Purchase, Sale and Service Agreement (the *"EPSSA Guaranty"*). None of CCCFA, the Trustee nor the Bondholders have rights to enforce the EPSSA Guaranty.

J. ARON

J. Aron, a participant in the commodities business for over 100 years, was acquired in 1981 by Goldman Sachs, and is the entity through which Goldman Sachs participates in Electricity markets. J. Aron is a registered swap dealer and market-maker for a wide array of commodity derivative contracts including Electricity.

J. Aron has market based rate authority from the FERC for energy, capacity and ancillary services sales at market-based rates. Since 2006, J. Aron has executed twenty-eight commodity prepayment transactions with municipal utilities and joint action agencies. Since 2018, J. Aron has enabled more than 2,000 MWs of renewable offtake transactions.

THE ELECTRICITY SUPPLIER

Organization. The Electricity Supplier is a Delaware limited liability company organized for the sole purpose of entering into the transactions on its part with respect to the Clean Energy Project described herein. J. Aron is the sole member of the Electricity Supplier, and has funded the Electricity Supplier with the cash equity contribution and the subordinated loan described above (the *"J. Aron Subordinated Loan"*).

The Electricity Supplier is governed by a three-member board of directors. One director is appointed by J. Aron, one director is appointed by CCCFA, and the third director is an independent director appointed by J. Aron. The directors have appointed J. Aron as the manager of the Electricity Supplier.

The director appointed by CCCFA has the sole consent rights with respect to certain matters, including: the designation of a EPSSA Early Termination Date under the Electricity Purchase, Sale and Service Agreement; the designation of an Electricity Delivery Termination Date under the Master Power Supply Agreement due to the occurrence of a Ledger Event; the enforcement of the Funding Agreement or the entry into a replacement thereto with a replacement Qualified Funding Recipient; under certain circumstances, the removal and replacement of J. Aron as manager; the appointment of a third-party Electricity Remarketing agent under the Master Power Supply Agreement in the event that there are private business use sales or non-qualified sales of Electricity that are not remediated within twelve months; the removal and replacement of the Master Custodian; and certain determinations with respect to Reset Periods under the Re-Pricing Agreement. CCCFA covenants in the Indenture that, in any vote that comes before the board of directors of the Electricity Supplier regarding the Electricity Supplier Documents, it will instruct the CCCFA-appointed director to exercise its voting rights in favor of (a) the Electricity Supplier (i) observing and performing its obligations under the Master Power Supply Agreement and (ii) enforcing the provisions of the other Electricity Supplier Documents against the counterparties thereto, and (b) not permitting any assignment, rescission, amendment or waiver to or of the Electricity Supplier Documents which will in any manner materially impair or materially adversely affect the rights of CCCFA thereunder or the rights or security of the Bondholders under the Indenture.

The director appointed by J. Aron has sole consent rights with respect to other matters, including (a) the designation of an Electricity Delivery Termination Date under the Master Power Supply Agreement due to a termination of the CCCFA Commodity Swap; and (b) the termination or replacement of the Electricity Supplier Commodity Swap.

The independent director is required to consider only the interests of the Electricity Supplier and its creditors in acting or voting on certain material actions that require the unanimous consent of the directors. No resignation or removal of the independent director will be effective until a successor independent director has been appointed.

The Electricity Supplier's limited liability company agreement includes provisions that enable the director appointed by CCCFA to obtain proposals on behalf of the Electricity Supplier from the Funding Recipient and other qualified funding recipients for funding agreements to replace the Funding Agreement upon the maturity date of the Funding Agreement (which coincides with the end of the Initial Interest Rate Period). CCCFA has agreed under the Re-Pricing Agreement to cooperate in good faith with the Electricity Supplier and to take all steps reasonably within its control to cause the Bonds to be remarketed or refunded for the Interest Rate Period that corresponds to each Reset Period.

FERC Application. The Electricity Supplier has filed an application with the FERC for market based rate authority for energy, capacity and ancillary services sales at market-based rates.

Under no circumstance is the Electricity Supplier, J. Aron or GSG obligated to pay any amounts owed in respect of the Bonds.

THE CLEAN ENERGY PURCHASE CONTRACT

Set forth below is a summary of certain provisions of the Clean Energy Purchase Contract during the Delivery Period. This summary does not purport to be a complete description of the terms and conditions of the Clean Energy Purchase Contract and is qualified by reference to the full text of the Clean Energy Purchase Contract.

SALE AND PURCHASE

Under the Clean Energy Purchase Contract, CCCFA has agreed to sell and deliver or cause to be delivered to the Project Participant, and the Project Participant has agreed to purchase and receive from CCCFA quantities of Electricity at the times set forth therein, which Electricity shall be comprised of Assigned Electricity delivered to J. Aron pursuant to the Assignment Agreements, and the Base Quantities, if any. Notwithstanding anything to the contrary in the Clean Energy Purchase Contract, the Project Participant is not required to purchase and receive or take any Base Quantities under the Clean Energy Purchase Contract, and CCCFA has agreed to cause the Electricity Supplier to remarket any Base Quantities that otherwise would be delivered under the Clean Energy Purchase Contract pursuant to the provisions of the Master Power Supply Agreement.

The Clean Energy Purchase Contract will remain in full force and effect for a primary term ending at the end of the Delivery Period under the Master Power Supply Agreement; *provided, however*, that if the Delivery Period under the Master Power Supply Agreement is terminated, the Clean Energy Purchase Contract will terminate on the Electricity Delivery Termination Date, subject to the provisions thereof.

For information regarding the Project Participant, see APPENDIX A.

PRICING PROVISIONS

Contract Price. Pursuant to the Clean Energy Purchase Contract, for each Month in which an EPS Energy Period is in effect at the start of such Month, the Project Participant is required to pay CCCFA the Contract Price multiplied by the Assigned Prepay Quantities actually delivered for such Month.

For any month, the lesser of (i) the total quantity of Assigned Electricity (in MWh) delivered under the Clean Energy Purchase Contract in such month and (ii) the aggregate Assigned Prepay Quantities for such month, is referred to as "*Assigned Discounted Energy*." With respect to Assigned Discounted Energy, the Contract Price is (A) the applicable APC Contract Price(s) multiplied by (B) the result of 100% less the Monthly Discount Percentage.

For any month, the amount, if any, by which (i) the total quantity of Assigned Electricity (in MWh) delivered (or estimated to be delivered) under the Clean Energy Purchase Contract in such month exceeds (ii) the aggregate Assigned Discounted Energy for such month, together with any associated assigned RECs, is referred to as "*Assigned PAYGO Electricity.*" With respect to Assigned PAYGO Electricity, the Contract Price is the APC Contract Price(s).

With respect to Base Quantities, the Contract Price under the Clean Energy Purchase Contract means, for any Delivery Hour, the (a) the Day-Ahead Market Price for such Delivery Hour at the Base Delivery Point, less (b) the product of a fixed price (in MWh) paid to the Electricity Supplier by CCCFA for increased Base Quantities under the Master Power Supply Agreement, multiplied by the Monthly Discount Percentage. The Project Participant is not required to purchase and receive any Base Quantities under the Clean Energy Purchase Contract. If Base Quantities are to be delivered pursuant to the Master Power Supply Agreement, the Electricity Supplier will remarket all such Base Quantities that would have

otherwise been delivered as described under "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING."

ASSIGNMENT OF POWER PURCHASE AGREEMENTS

General. The Project Participant expects to initially assign, pursuant to limited assignment agreements, three power purchase agreements to J. Aron. In addition, the Project Participant expects to enter into one or more power purchase agreements in the next 6 to 12 months that, if executed, it expects to assign certain of its rights and obligations under which to J. Aron. See "THE MASTER POWER SUPPLY AGREEMENT – ASSIGNMENT OF POWER PURCHASE AGREEMENTS."

Commencing one year 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 or failure to assign any portion of the Initial Assigned Rights and Obligations, the Project Participant is required to exercise Commercially Reasonable Efforts and cooperate with J. Aron in good faith to assign the Assigned Rights and Obligations under one or more Assigned PPAs pursuant to which the Project Participant is purchasing EPS Compliant Energy and associated attributes that may be assigned to J. Aron in accordance with the requirements set forth in the Clean Energy Purchase Contract, subject to J. Aron's consent to any such assignment. J. Aron will be obligated to sell and deliver Assigned Electricity it receives under all Assigned Rights and Obligations to the Electricity Supplier pursuant to the Electricity Purchase, Sale and Service Agreement, and the Electricity Supplier will be obligated to deliver such Electricity to CCCFA pursuant to the Master Power Supply Agreement.

Under certain circumstances described in the Electricity Purchase, Sale and Service Agreement, J. Aron is obligated to exercise Commercially Reasonable Efforts to obtain EPS Compliant Energy for ultimate redelivery to the Project Participant pursuant to the Clean Energy Purchase Contract, subject to the terms and conditions set forth in the Clean Energy Purchase Contract. The delivery period for such EPS Compliant Energy (any such period, a "*J. Aron EPS Energy Period*") obtained during the Initial Interest Rate Period shall not exceed the length of the Initial Interest Rate Period.

Failure to Obtain EPS Compliant Energy. To the extent an EPS Energy Period terminates or expires and the Project Participant and J. Aron have been unable to obtain EPS Compliant Energy for delivery, then the Electricity Supplier shall remarket the Base Quantities pursuant to the Master Power Supply Agreement, the obligations of the Project Participant and J. Aron described under this heading shall continue to apply and the Project Participant may not make any new commitment to purchase Priority Electricity during such a remarketing.

As described herein, the Project Participant is not required to purchase and receive or take any Base Quantities, and the Electricity Supplier will remarket any Base Quantities that otherwise would be delivered under the Clean Energy Purchase Contract.

Adjustments to Base Quantities. Base Quantity Reductions under the Clean Energy Purchase Contract have been calculated to reflect the expected Initial Assigned Rights and Obligations using the same methodology that would apply to determine Base Quantity Reductions in connection with the assignment of Replacement Assigned Rights and Obligations. Upon the termination or expiration of an EPS Energy Period, the Base Quantity Reductions will be revised as described under the heading "THE MASTER POWER SUPPLY AGREEMENT – ASSIGNMENT OF POWER PURCHASE AGREEMENTS – *Adjustments to Base Quantities*."

Monthly Statements With Respect to Assigned PPAs. In accordance with and pursuant to the terms of the PPA Payment Custodial Agreement, no later than five days following receipt of an invoice from a PPA Seller in respect of any Month in an Assignment Period, the Project Participant is required to deliver

a statement (the "*Monthly Statement*") showing the respective amounts owed with respect to all Assigned Electricity delivered, including the J. Aron Prepay Payment and the Pioneer Net Payment.

J. Aron Non-Payment to PPA Seller. To the extent that J. Aron fails to pay when due any J. Aron Prepay Payment with respect to Assigned Electricity pursuant to any Assigned Rights and Obligations, and the Project Participant makes such payment to the applicable PPA Seller, CCCFA shall pay such amount to the Project Participant.

BILLING AND PAYMENT

Not later than the 20th day of each month during the Delivery Period and the first month following the end of the Delivery Period (the "*Billing Date*"), CCCFA must provide a monthly billing statement (a "*Billing Statement*") to the Project Participant indicating (i) the total amount due to CCCFA for Electricity delivered in the prior month, (ii) any other amounts due to CCCFA or the Project Participant in connection with the Clean Energy Purchase Contract with respect to the prior months, and (iii) the net amount due to CCCFA or the Project Participant; *provided* that the Electricity Supplier's delivery of a Billing Statement to CCCFA or the Project Participant pursuant to the Master Power Supply Agreement shall be deemed to satisfy CCCFA's obligation to deliver a Billing Statement under the Clean Energy Purchase Contract. The due date for payment by the Project Participant will be the 23rd day of the month following the month of delivery. If the Billing Statement indicates an amount due from CCCFA, then the due date for payment by CCCFA will be the 28th day of the month following the most recent month to which such Billing Statement relates, or if such day is not a business day, the following business day. 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 an annual refund, if any, to the Project Participant from amounts available for distribution pursuant to the Indenture, which amount shall be credited to the next amount due from the Project Participant following the release of funds to CCCFA under the terms of the Indenture. In determining the amount of such refund, if any, CCCFA may reserve such funds (i) as may be required under the terms of the Indenture or (ii) with the prior written consent of the Project Participant, (a) to fund or maintain the Minimum Discount Percentage for any future Reset Period, (b) to fund or maintain any rate stabilization or working capital reserve, (c) to reserve or account for unfunded liabilities and expenses, or (d) for other costs of the Clean Energy Project.

COVENANTS OF THE PROJECT PARTICIPANT

Operating Expense. The Project Participant covenants (a) to make the payments on its part due under the Clean Energy Purchase Contract from the revenues of its electric utility system, and only from such revenues, as a charge against such receivables, as an item of operating expenses and a cost of purchased Electricity 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 Clean Energy Purchase Contract.

Maintenance of Rates and Charges. The Project Participant has covenanted and agreed that it will establish, maintain, and collect rates and charges for its electric 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 the Clean Energy Purchase Contract, and to pay all other amounts payable from the revenues of the Project Participant's electric system, and to maintain required reserves.

Qualifying Use. The Project Participant has agreed that it will (a) provide such information with respect to its community choice aggregation program as may be requested by CCCFA in order to establish the tax-exempt status of the Series 2023A-1 Bonds and Series 2023A-2 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 Series 2023A-1 Bonds and Series 2023A-2 Bonds. Without limiting the foregoing, the Project Participant has further agreed to use the Electricity purchased under the Clean Energy Purchase 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 Electricity 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 the Project Participant remarkets the Electricity it receives under the Clean Energy Purchase 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 Electricity (other than Priority Electricity, which are described below) for use in compliance with such Requirements. The Project Participant further agrees to provide quarterly reports to CCCFA with respect to the quantity of proceeds from sales of Electricity 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 Electricity 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 J. Aron under the Electricity Purchase, Sale and Service Agreement.

Priority Electricity. The Project Participant agrees to purchase and receive the Base Quantities and Assigned Quantities to be delivered under the Clean Energy Purchase Contract (a) in priority over and in preference to all other Electricity available to it that are not Priority Electricity; and (b) on at least a *pari passu* and non-discriminatory basis with other Priority Electricity. For purposes of this covenant and during the Delivery Period, *"Priority Electricity"* means the Base Quantities and Assigned Quantities, together with any other Electricity that (a) the Project Participant is obligated to take under a long-term agreement, which Electricity either has been purchased by the Project Participant or a joint action agency pursuant to a long-term prepaid power purchase agreement using the proceeds of tax-exempt bonds, notes or other obligations, or (b) with respect to Energy, Energy that is 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 Electricity. Assigned Electricity delivered under the Clean Energy Purchase Contract shall be Scheduled for delivery to and receipt at the applicable Assigned Delivery Point specified in the applicable Assignment Schedule. All other Assigned Electricity will be delivered pursuant to the terms of the applicable Assignment Agreement. Scheduling and transmission of Assigned Electricity shall be in accordance with the applicable Assignment Schedule.

Title. Title to and risk of loss of the Electricity delivered under the Clean Energy Purchase Contract shall pass from the CCCFA to the Project Participant at the applicable Delivery Point. The transfer of title and risk of loss for Assigned Electricity shall be in accordance with the applicable Assignment Agreement.

FAILURE TO PERFORM

To the extent that (i) the Assigned Prepay Quantities of Electricity are not delivered to the Project Participant in any month for any reason other than *Force Majeure* or (ii) an Assigned PPA FM Remarketing

Event has occurred and is in effect, the remarketing provisions of the Master Power Supply Agreement will apply. See "THE MASTER POWER SUPPLY AGREEMENT – *Electricity Remarketing*." See also "– REMARKETING OF ENERGY" below.

Neither the Project Participant nor CCCFA has any liability to one another for any failure to Schedule, take or deliver Assigned Electricity, except as described in this section under the subheadings "– SALE AND PURCHASE" and "– PRICING PROVISIONS." See also " – ASSIGNMENT OF POWER PURCHASE AGREEMENTS" in this section.

REMARKETING OF ENERGY

In the event (a) a quantity of Assigned Electricity less than the Assigned Prepay Quantities is delivered in any Month (for any reason other than *Force Majeure* events) or (b) an Assigned PPA FM Remarketing Event has occurred and is in effect, the Project Participant will be deemed to have requested for the Energy Supplier to remarket the portion of the Assigned Electricity not delivered. 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.

In the event the Project Participant does not require all or any portion of the Assigned Prepay Quantities delivered to meet its requirements for Energy that it is obligated to purchase under the Clean Energy Purchase 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 Electricity Supplier sell such portion of the Assigned Electricity to (a) another Municipal Utility or (b) if necessary, another purchaser. If the Project Participant makes such a request, J. Aron has the right to terminate the Assignment Period applicable to such Assigned Quantities and remarket Base Quantities.

Under the Clean Energy Purchase Contract, the Project Participant is not required to purchase and receive any Base Quantities and has no payment obligations with respect thereto, and CCCFA will cause all Base Quantities that would otherwise be delivered under the Clean Energy Purchase Contract to be remarketed.

CCCFA arranges for sales through the Electricity Supplier in accordance with the remarketing provisions and procedures set forth in the Master Power Supply Agreement. See "THE MASTER POWER SUPPLY AGREEMENT – ELECTRICITY REMARKETING" and "THE ELECTRICITY PURCHASE, SALE AND SERVICE AGREEMENT – J. ARON AS AGENT – *Electricity Remarketing*."

FORCE MAJEURE

Either party will be excused from the performance of its obligations under the Clean Energy Purchase Contract to the extent such failure was caused by an event of *Force Majeure* (as defined in APPENDIX C) and the claiming party serves notice and details thereof, other than its obligation to make payments under the Clean Energy Purchase Contract then due or becoming due with respect to performance prior to the *Force Majeure*. The declaration of *Force Majeure* by the Electricity Supplier under the Master Power Supply Agreement will constitute *Force Majeure* in respect of CCCFA to the extent the conditions of *Force Majeure* set forth in the Clean Energy Purchase Contract have been satisfied with respect to the Electricity Supplier. To the extent that an Assignment Agreement is terminated early, such termination will constitute *Force Majeure* with respect to CCCFA until the earlier of (a) the commencement of an Assignment Period under a replacement Assignment Agreement, (b) the commencement of a J. Aron EPS Energy Period, or (c) the end of the first month following the month in which such early termination of the Assignment Agreement occurs.

DEFAULT

Each of the following is a default under the Clean Energy Purchase Contract with respect to a party:

(a) Any representation or warranty made by such party in the Clean Energy Purchase Contract shall prove to have been incorrect in any material respect when made; and

(b) Such party fails to perform, observe or comply with any covenant, agreement or term contained in the Clean Energy Purchase Contract, and such failure continues for more than 30 days following the receipt of written notice thereof.

In addition, each of the following is a default by the Project Participant under the Clean Energy Purchase Contract:

(a) Failure by the Project Participant to pay when due any amounts owed to CCCFA under the Clean Energy Purchase Contract, subject to certain grace periods;

(b) The insolvency or bankruptcy of the Project Participant; and

(c) The Project Participant fails to establish, maintain, or collect rates or charges adequate to provide revenues sufficient to enable the Project Participant to pay all amounts due to CCCFA under the Clean Energy Purchase Contract, and such failure continues for more than 30 days following the earlier receipt of written notice thereof.

Upon the occurrence of a default by the Project Participant described in (b) above, the Clean Energy Purchase 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 Clean Energy Purchase 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 Clean Energy Purchase 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 Clean Energy Purchase Contract and discontinue the supply of all or any portion of the Electricity otherwise to be delivered to the Project Participant under the Clean Energy Purchase Contract.

If CCCFA exercises its right to suspend Electricity 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 the Clean Energy Purchase 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 Electricity for such month. If the Project Participant fails to accept the Electricity tendered, CCCFA has the right to sell the Electricity 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 Clean Energy Purchase Contract are binding on the successors and assigns of such contract. Neither party may assign the Clean Energy Purchase 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 Clean Energy Purchase 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 Clean Energy Purchase Contract.

PROJECT PARTICIPANT CREDIT ENHANCEMENT

Debt Service Reserve Account. Upon the failure of the Project Participant to make a payment under the Clean Energy Purchase Contract, the Trustee as set forth in the Trust Indenture shall, on the last business day of the month, withdraw from the Debt Service Reserve Account and deposit into the Debt Service Account an amount equal to any deficiency that exists therein as a result of such nonpayment. The Debt Service Reserve Requirement is approximately equal to the two largest months of the maximum monthly Scheduled Debt Service Deposit during the Initial Interest Rate Period. Upon such a transfer, the Trustee will notify the Electricity Supplier to remarket Electricity, and the Electricity Supplier will then have the option, but not the requirement, to purchase Call Receivables from CCCFA relating to such Project Participant payment default.

Purchase of Call Receivables. Under the Electricity Purchase, Sale and Service Agreement, the Electricity Supplier may transfer Call Receivables purchased by the Electricity Supplier to J. Aron, and J. Aron has agreed to accept the transfer of any such Receivables purchased by the Electricity Supplier provided that J. Aron's obligation to accept the transfer of such Call Receivables is subject to it having provided its prior written consent to the purchase thereof by the Electricity Supplier. To the extent J. Aron has purchased Call Receivables for amounts owed by the Project Participant under the Clean Energy Purchase Contract for the purchase of Assigned Electricity, J. Aron may transfer all or a portion of such Receivables to the relevant PPA Seller to which such non-payment by the Project Participant for the Assigned Electricity delivered under the Clean Energy Purchase Contract relates.

Purchase of Put Receivables. Upon the final maturity of the Bonds or the occurrence of an Early Termination Payment Date under the Master Power Supply Agreement, the Trustee will put to the Electricity Supplier sufficient Put Receivables, which the Electricity Supplier is required to purchase, to ensure the amounts in the Debt Service Reserve Account equal the Debt Service Reserve Requirement and the amounts in the Commodity Reserve Account equal the Minimum Amount. The Electricity Supplier Put Receivables Account is established with the Master Custodian under the Electricity Supplier Master Custodial Agreement and funded in an amount equal to the sum of the Minimum Amount and the Debt Service Reserve Requirement. The amount on deposit in the Electricity Supplier Put Receivables Account may be used only to pay any amounts due from the Electricity Supplier under the Receivables Purchase Provisions in respect of Put Receivables. The provisions described in this paragraph are collectively referred to herein as "*Project Participant Credit Enhancement*."

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

GENERAL

CCCFA is a joint powers authority formed pursuant to the Act and the joint powers agreement ("the *JPA Agreement*") made among those public agencies which are its members. CCCFA was incorporated and organized in 2021. As of the date of this Official Statement the members of CCCFA are the Project Participant, Pioneer Community Energy, which joined CCFA as an Associate Member in August 2022, and Central Coast Community Energy, Clean Power Alliance of Southern California, East Bay Community Energy Authority, Marin Clean Energy and Silicon Valley Clean Energy Authority (each, a "*Founding Member*" and, together with any additional members which may later be added as parties to the JPA Agreement, a "*Member*").

Each Member is a community choice aggregator, and a public agency as defined in the Act, which operates a community choice aggregation program with the authority to group retail electricity customers to solicit bids, broker, and contract for electricity and energy services for those customers, and to enter into agreements for services to facilitate the sale and purchase of electricity and other related services, and to study, promote, develop, conduct, operate and manage energy-related programs.

CCCFA was formed for, among other purposes, the purpose of financing energy prepayments which can be financed with tax advantaged bonds for the benefit of its Members.

POWERS AND AUTHORITY

Under the provisions of the Act, CCCFA has all of the powers common to the Members, and any and all power in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations, including: (i) the purchase and sale of electric energy and associated capacity and environmental attributes, (ii) the design, acquisition, maintenance, or operation of any Public Capital Improvement (as defined in the Act) or other facility or improvement, or the leasing thereof, (iii) the provision of working capital, and (iv) any other project, program, public capital improvement or purpose authorized by the Act or other law to be undertaken, financed, or refinanced by CCCFA, in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations (a "*Prepayment Project*"). CCCFA shall have the power to issue, incur, sell and deliver bonds in accordance with the provisions of the Act and other applicable laws for the purpose of acquiring, undertaking, financing, or refinancing one or more Prepayment Projects.

Under the provisions of the JPA Agreement and the Act, CCCFA has (among others) the following powers:

(a) to acquire, purchase, finance, operate, maintain, utilize and/or dispose of one or more Prepayment Projects and any facilities, programs or other authorized costs relating thereto;

(b) to make and enter contracts (including without limitation interest rate, commodity, basis and similar hedging contracts intended to hedge payment, rate, cost or similar exposure);

(c) to employ agents and employees;

(d) to acquire, manage, maintain or operate any building, works or improvements;

(e) to acquire, hold, lease or dispose of property;

(f) to incur debts (including without limitation through the issuance or incurrence of bonds), liabilities or obligations (which shall not constitute debts, liabilities, or obligations of any of the Members);

(g) to sue and be sued in its own name;

(h) to receive gifts, contributions and donations of real or personal property, funds, services and other forms of assistance from any source;

(i) to receive, collect, invest and disburse moneys;

(j) to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

(k) to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy-related programs;

(l) to defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions;

(m) to exercise any other power and take any other action permitted by law to accomplish the purposes of the JPA Agreement.

The JPA Agreement shall continue in full force and effect until terminated as provided in therein; *provided*, *however*, the JPA Agreement cannot be terminated while either (a) any bonds of CCCFA, including the Bonds, remain outstanding, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any bonds.

GOVERNANCE AND MANAGEMENT

Board of Directors. CCCFA is governed by a Board of Directors (the "*Board*") consisting of one director for each Founding Member. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CCCFA. The Board 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.

CCCFA PROJECTS

CCCFA issued its initial series of bonds on September 23, 2021 to purchase prepaid electricity from Morgan Stanley Energy Structuring, L.L.C., which is delivered to its Members, East Bay Community Energy Authority and Silicon Valley Clean Energy Authority. On November 24, 2021, CCCFA issued a second series of bonds under a separate bond indenture to purchase prepaid electricity from Aron Energy Prepay 5 LLC, which is delivered to its Member, Marin Clean Energy. CCCFA issued its third series of bonds on July 12, 2022 under a separate bond indenture to purchase prepaid electricity from Morgan Stanley Energy Structuring, L.L.C., which is delivered to its Member, East Bay Community Energy Authority.

CCCFA 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

Section 331.1 of the Public Utilities Code provides for the establishment of "community choice aggregators" (a "*CCA*"). 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 electricity 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 electricity from the applicable investor-owned utility. Customers that do not opt-out are automatically enrolled in the program. Customers have the option to opt out of the program subject to a fee.

REGULATORY COMPLIANCE

CCAs are "load-serving entities" and as such are required to comply with the renewable portfolio standards and reliability standards established by the PUC and the California Energy Commission (the "*CEC*") and file integrated resource plans and other periodic reports with the PUC and the California Energy Commission.

COST RECOVERY RELATED TO TRANSFER OF CUSTOMERS TO A CCA

Although investor-owned utilities do not purchase power for CCA customers, they continue to deliver the power. Investor-owned utilities also have the obligation to provide electric service to customers that opt out of CCA service as the "provider of last resort." In order to compensate investor-owned utilities for investments in power generation and long-term power purchase contracts associated with the loss of customers to CCAs, the PUC has established a "power charge indifference adjustment" (the "*PCIA*") applicable to CCA customers. The PCIA is calculated by taking the difference between (i) the "actual portfolio cost" related to utility's power procurement (*e.g.*, utility-owned generation and purchased power), and (ii) the "market value of the portfolio," which is measured by the Market Price Benchmark (the "*MPB*") and the megawatt hours of generation.

The MPB is based on a PUC approved methodology for calculating the current market cost of renewables and natural gas-fueled power. If the investor-owned utility's actual portfolio cost is above-market value, the departing load customers pay their share of the difference in the form of a PCIA based on their power consumption. The amount of the PCIA applicable to a CCA customer depends on when a customer left the investor-owned utility and what the investor-owned utility's portfolio was at the time. Each departing load customer pays the assigned "vintage PCIA." For example, a customer who departed in 2019 pays the "2019 vintage PCIA" which only includes the above market costs of pre-2020 vintage power procured by the investor-owned utility.

In addition to PCIA charges, CCA customers are required to pay certain other "non-bypassable departing load charges", including a nuclear decommissioning charge, a public purpose charge and a cost allocation charge to pay for new resources needed for ongoing system reliability.

THE COMMODITY SWAPS

Set forth below is a summary of certain provisions of the Commodity Swaps. This summary does not purport to be a complete description of the terms and conditions of the Commodity Swaps and accordingly is qualified by reference to the full text of the Commodity Swaps.

Payments of fixed and floating amounts under the Commodity Swaps described herein are not made until and unless the Assignment Agreements terminate or expire, the Assigned Rights and

Obligations under the Assigned PPAs revert to the Project Participant, and Base Quantities are delivered by the Electricity Supplier. Base Quantities are not expected to be delivered during the Initial Interest Rate Period, and as such, payments under the Commodity Swaps are not expected to be made during the Initial Interest Rate Period.

GENERAL

CCCFA has entered into the CCCFA Commodity Swap under which, if such Commodity Swap becomes active upon the delivery of Base Quantities, CCCFA will pay a floating electricity price at a specified pricing point and will receive a fixed electricity price for notional quantities that correspond to the quantities of electricity and the related delivery point under the Master Power Supply Agreement. Under the CCCFA Commodity Swap, if active, for each calendar month that the relevant floating price of electricity at the delivery point is greater than the fixed price specified in the 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 electricity scheduled to be delivered at the delivery point during such month by the Electricity Supplier under the Master Power Supply Agreement. If the fixed price specified in the CCCFA Commodity Swap is greater than the relevant floating price of electricity at a delivery point 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 electricity scheduled to be delivered at the delivery point during such month by the Electricity Supplier under the Master Power Supply Agreement. If the relevant floating price for a calendar month is equal to the specified fixed price, no payment will be owed by either party to the other under the CCCFA Commodity Swap.

The Electricity Supplier has entered into a comparable Electricity Supplier Commodity Swap with the same Commodity Swap Counterparty under which, if such Commodity Swaps become active upon the delivery of Base Quantities, the Electricity Supplier pays a fixed electricity price and receives a floating electricity price for the same notional quantities at the same pricing points.

Each of the Commodity Swaps will become active upon the commencement of deliveries of Base Quantities under the Master Power Supply Agreement, and, in such case, the Commodity Swaps will remain in effect so long as deliveries of Base Quantities remain in effect under the Master Power Supply Agreement, unless the Commodity Swaps are terminated earlier in accordance with the terms thereof.

FORM OF COMMODITY SWAPS

Each of the Commodity Swaps has been entered into as a contingent price swap under a 2002 ISDA Master Agreement with certain amendments and elections under the Master Agreement that have been agreed to by the parties.

PAYMENT

If such Commodity Swaps become active upon the delivery of Base Quantities, 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. Payments, if any, under the Commodity Swaps are due in the calendar month following the month to which the applicable day-ahead market prices relate, on the 24th day of the month (or preceding business day) in the case of the Electricity Supplier Commodity Swap and on the 25th day of the month (or next business day) in the case of the CCCFA Commodity Swap.

EARLY TERMINATION

Each of the Commodity Swaps will be subject to early termination under certain circumstances. Early termination can be triggered automatically or upon the election by the non-defaulting party or the non-affected party as summarized below.

No settlement or other termination payment (other than Unpaid Amounts) will be due to any party as a result of any early termination of any Commodity Swap.

Automatic Termination of Commodity Swaps. Each of the following events would result in the automatic termination of the CCCFA Commodity Swap and the Electricity Supplier Commodity Swap:

- the occurrence of an Electricity Delivery Termination Date under the Master Power Supply Agreement for any reason, in which case the Commodity Swaps will terminate automatically on such date; and

- delivery by CCCFA of a notice of termination of the CCCFA Commodity Swap results in the automatic termination of the Electricity Supplier Commodity Swap, and delivery by the Electricity Supplier of a notice of termination of the Electricity Supplier Commodity Swap results in the automatic termination of the CCCFA Commodity Swap.

Elective Termination of CCCFA Commodity Swap. Each of the following events of default and termination events would provide the non-defaulting party or the non-affected party the right to terminate the CCCFA Commodity Swap if it is not cured within the applicable cure period:

- a party's failure to pay amounts when due under the CCCFA Commodity Swap (notwithstanding any payments made by the Custodian under the Custodial Agreements) that is not remedied within three business days after notice;

- a party becomes subject to certain insolvency events in the manner specified in the CCCFA Commodity Swap;

- a credit support default with respect to the Commodity Swap Counterparty;

- a reduction below certain specified minimum ratings in the credit rating assigned by the applicable rating agency to (a) the senior, unsecured long-term debt obligations (not supported by third party credit enhancements) of the Commodity Swap Counterparty, or (b) if there is no such rating, then the Commodity Swap Counterparty's issuer rating (the *"Counterparty's Credit Rating"*)

- amendment of the Indenture in breach of the Commodity Swap Counterparty's consent rights thereunder;

- the amendment, without the Commodity Swap Counterparty's consent, of certain provisions of the Master Power Supply Agreement relating to the termination or assignment thereof, or that would affect terminations of the Commodity Swaps; and

- CCCFA fails to promptly exercise its right to suspend all commodity deliveries under the Clean Energy Purchase Contract to the Project Participant in the event it fails to pay when due any amounts owed to CCCFA thereunder.

Elective Termination of the Electricity Supplier Commodity Swap. Each of the following events of default and termination events would provide the non-defaulting party or the non-affected party the right to terminate the Electricity Supplier Commodity Swap if it is not cured within the applicable cure period:

- if a party becomes subject to certain insolvency events in the manner specified in the Electricity Supplier Commodity Swap;

- a credit support default with respect to the Commodity Swap Counterparty or the Electricity Supplier;

- any reduction in the Counterparty's Credit Rating (as defined above) below certain specified minimum ratings;

- the amendment, without the Commodity Swap Counterparty's consent, of (a) certain provisions of the Master Power Supply Agreement relating to the termination or assignment thereof, or that would affect terminations of the Commodity Swaps or (b) certain provisions of the Receivables Purchase Provisions relating to the purchase of any Swap Deficiency Call Receivables by the Electricity Supplier; and

- a party's failure to pay amounts when due under the Electricity Supplier Commodity Swap (notwithstanding any payments made by the Custodian under the Custodial Agreements) that is not remedied within one business day after notice.

Other Listed Events. The Commodity Swaps contain other listed events (including breach or repudiation, misrepresentation, illegality and certain tax and credit events) that do not give CCCFA, the Electricity Supplier or the Commodity Swap Counterparty the right to designate an early termination date, but which permit the non-defaulting party or the non-affected party to pursue such equitable remedies, including specific performance, as may be available.

Replacement of Commodity Swaps. See "THE MASTER POWER SUPPLY AGREEMENT – REPLACEMENT OF COMMODITY SWAPS" for a description of certain provisions of the Indenture and the Master Power Supply Agreement regarding the replacement of a Commodity Swap that is terminated or subject to termination.

COMMODITY SWAP CUSTODIAL AGREEMENTS

The Electricity Supplier will enter into a Custodial Agreement, dated as of the Initial Issue Date (the *"Electricity Supplier Custodial Agreement"*), with the Commodity Swap Counterparty and U.S. Bank Trust Company, National Association, as Trustee and as custodian (in such capacity, the *"Custodian"*), to administer payments under the Electricity Supplier Commodity Swap. CCCFA will enter into a separate Custodial Agreement, dated as of the Initial Issue Date (the *"CCCFA Custodial Agreement,"* and together with the Electricity Supplier Custodial Agreement, the *"Custodial Agreements"*), with the Commodity Swap Counterparty, the Trustee 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 in the event the Commodity Swaps become active, and mitigate risks to the Electricity Supplier resulting from a failure of the Commodity Swap Counterparty to make payments to the Electricity Supplier under the Electricity Supplier Commodity Swap.

Payments made by the Electricity Supplier under the Electricity Supplier Commodity Swap, if any, will be made to a custodial account maintained by the Custodian under the Electricity Supplier Custodial Agreement. Such amounts will not be released until the Custodian has confirmed 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 the CCCFA Commodity Swap and such payment remains unpaid after the expiration of any grace period, the Custodian will pay the amount that the Electricity Supplier paid under the Electricity Supplier 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 Electricity Supplier Commodity Swap terminates, the Electricity Supplier will continue to make payments to the custodial account as if the Electricity Supplier Commodity Swap were still in effect until the earlier of (i) replacement of the Commodity Swaps in accordance with the requirements of the Master Power Supply Agreement and (ii) the occurrence of an Electricity Delivery Termination Date under the Master Power Supply 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, if any, will be made to custodial accounts maintained by the Custodian under the CCCFA Custodial Agreement. Such amounts will not be released until the Custodian has confirmed that the amount payable to the Electricity Supplier by the Commodity Swap Counterparty under the Electricity Supplier Commodity Swap for such month has been paid. If the Commodity Swap Counterparty does not make a required payment under the Electricity Supplier Commodity Swap and such payment remains unpaid after the expiration of any grace period, the Custodian will pay the amount that CCCFA paid under the CCCFA Commodity Swap (which such amount is held in custody) to the Electricity Supplier. Additionally, if the CCCFA Commodity Swap terminates, CCCFA will continue to make payments to the custodial account as if the CCCFA Commodity Swap were still in effect until the earlier of (i) replacement of the Commodity Swaps in accordance with the requirements of the Master Power Supply Agreement and (ii) the occurrence of an Electricity Delivery Termination Date under the Master Power Supply Agreement, and such payments will be withdrawn by the Custodian and paid to the Electricity 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. Royal Bank attributes its success to the 95,000+ employees who leverage their imaginations and insights to bring Royal Bank's vision, values and strategy to life so it can help Royal Bank's clients thrive and communities prosper. As Canada's biggest bank, and one of the largest in the world based on market capitalization, Royal Bank has a diversified business model with a focus on innovation and providing exceptional experiences to its 17 million clients in Canada, the U.S. and 27 other countries.

Royal Bank had, on a consolidated basis, at October 31, 2022, total assets of C$1,917.2 billion (approximately US$1,407.2 billion[1]), equity attributable to shareholders of C$108.1 billion (approximately US$79.3 billion[1]) and total deposits of C$1,208.8 billion (approximately US$887.3 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 October 31, 2022.

The senior long-term debt[2] of Royal Bank has been assigned ratings of A (stable outlook) by S&P Global Ratings, A1 (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, Aal 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 at any time subsequent to its date.

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1 As of October 31, 2022: C$1.00 = US$0.734.

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, 2017 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 Municipal Securities Rulemaking Board (the "*MSRB*") through the MSRB's Electronic Municipal Market Access ("*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. Notice of a failure by CCCFA to provide required annual financial under the Undertaking on or before the due date for such information is required to be provided to the MSRB's EMMA System in accordance with Rule15c2-12. A failure by CCCFA to comply with the Undertaking 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 E hereto to furnish the above-described documents and information are agreements and commitments solely of CCCFA, and the Underwriters have no responsibility to ensure that CCCFA complies with any such Undertaking or commitment. In addition, the Underwriters make no representation that any such documents

or information will be furnished, or that any such documents or information so furnished will be accurate or complete, or sufficient for the purposes for which they may be used.

CCCFA has previously entered into continuing disclosure undertakings pursuant to Rule 15c2-12 in connection with its outstanding bonds. CCCFA has adopted a written policy that sets forth procedures for compliance with the federal tax and continuing disclosure requirements applicable to its bonds. The policy includes, among other things, procedures that are intended to promote CCCFA's compliance with the Undertaking.

During the five-year period preceding the date of this Official Statement, CCCFA has determined that certain financial information for the fiscal year ended June 30, 2021 relating to its Member, East Bay Community Energy Authority, required in connection with certain of its outstanding bonds was not timely filed. CCCFA subsequently filed such information on the MSRB's EMMA system. Annual financial information relating to CCCFA for the period ended December 31, 2021 was timely filed by CCCFA as required by its prior continuing disclosure undertakings, although the unaudited financial statements included in such filings did not include a statement of cash flows. CCCFA's full audited financial statements for such period were subsequently filed when available on the MSRB's EMMA system. CCCFA has engaged BLX Group to assist with its continuing disclosure obligations.

Project Participant. Pursuant to the Clean Energy Purchase Contract, the Project Participant has agreed to provide to CCCFA certain annual operating and financial information to enable CCCFA to comply with the Undertaking. Failure of the Project Participant to provide such information is not a default under the Clean Energy Purchase 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 the Clean Energy Purchase 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 Clean Energy Purchase Contract, the Master Power Supply Agreement, the CCCFA Commodity Swap, the Receivables Purchase Provisions, the Investment Agreement, the Custodial Agreements, the Indenture, or the pledge of the Trust Estate under the Indenture.

The Project Participant reports that there is no litigation pending or, to its knowledge, threatened against it questioning or in any manner affecting the validity or enforceability of the Clean Energy Purchase Contract.

FINANCIAL STATEMENTS

CCCFA's audited financial statements for the fiscal year ended December 31, 2021 are available on the MSRB's EMMA system described above.

The Project Participant's audited financial statements for the fiscal years ended June 30, 2021 and 2020 are attached hereto as APPENDIX B.

Pursuant to the Undertaking described under "CONTINUING DISCLOSURE" above, CCCFA has agreed to file its audited financial statements and the audited financial statements of the Project Participant, commencing with CCCFA's audited financial statements for its fiscal year ended December 31, 2022 and

the Project Participant's audited financial statements for its fiscal year ended June 30, 2022 on the MSRB's EMMA system.

MUNICIPAL ADVISOR

PFM Financial Advisors LLC, Los Angeles, California, has served as municipal advisor (the "*Municipal Advisor*") to the Project Participant in connection with the Clean Energy Project and the issuance of the Bonds. Among other responsibilities, the Municipal 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. An affiliate of the Municipal 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 and the Interest Rate Swap. The Municipal 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 Municipal Advisor is an independent financial advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The payment of the fees of the Municipal Advisor is contingent upon the issuance and delivery of the Bonds, and are based, in part, on the proceeds of the Bonds.

UNDERWRITING

Goldman Sachs & Co. LLC, on behalf of itself and Academy Securities, Inc, as underwriters (the *"Underwriters"*), pursuant to the purchase contract relating to the Bonds between CCCFA and the Underwriters, have agreed, subject to certain conditions, to purchase the Bonds from CCCFA at an aggregate purchase price of $473,897,320.96 (representing the $459,640,000.00 aggregate principal amount of the Bonds, plus original issue premium of $16,737,231.15, less underwriters' discount of $2,479,910.19). The obligation of the Underwriters to purchase the Bonds is subject to certain terms and conditions set forth in the purchase contract. The Underwriters are 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 Underwriters. The Underwriters have no obligations other than those that are set forth in the purchase contract. The payment of the Bonds is not guaranteed by the Underwriters.

Goldman Sachs & 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. Goldman Sachs & 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 their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, electricity, 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 Underwriters and their respective 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.

CERTAIN RELATIONSHIPS

The Electricity Supplier, which is also the lender under the Funding Agreement, the Receivables Purchaser, the electricity purchaser under the Electricity Purchase, Sale and Service Agreement and a party to the Electricity Supplier Commodity Swap, is wholly owned by J. Aron. J. Aron is the sole member of the Electricity Supplier, the electricity seller under the Electricity Purchase, Sale and Service Agreement, the Interest Rate Swap Counterparty under the Interest Rate Swap and the Investment Agreement Provider under the Investment Agreement, and is a wholly owned subsidiary of GSG. The payment obligations of J. Aron to the Electricity Supplier under the Electricity Purchase, Sale and Service Agreement are unconditionally guaranteed by GSG under the EPSSA Guaranty. The payment obligations of J. Aron to CCCFA under the Interest Rate Swap and the Investment Agreement are unconditionally guaranteed by GSG under separate guaranty agreements. GSG is the borrower under the Funding Agreement. The senior managing underwriter of the Bonds, Goldman Sachs & Co. LLC, is also a wholly owned subsidiary of GSG.

None of the Electricity Supplier, J. Aron nor GSG has guaranteed or is responsible for the payment of the Bonds. The obligations of the Electricity Supplier are limited to those set forth in the Master Power Supply Agreement, the Receivables Purchase Provisions and the Electricity Supplier Commodity Swap. The obligations of J. Aron are limited to those set forth in the Electricity Purchase, Sale and Service Agreement and the Interest Rate Swap. None of the Electricity Supplier, J. Aron nor GSG takes any responsibility for the information set forth in this Official Statement other than the information set forth under the caption "GSG, J. ARON AND THE ELECTRICITY SUPPLIER."

RATING

Moody's Investors Service, Inc. has assigned a municipal bond rating of "A2" to the Bonds.

CCCFA has furnished to Moody's Investor's Service, Inc, the rating agency, 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

TAX-EXEMPT BONDS

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 Series 2023A-1 Bonds and Series 2023A-2 Bonds (as previously defined, the "*Tax-Exempt 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 Tax-Exempt Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that, for tax years beginning after December 31, 2022, interest on the Tax-Exempt Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate 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 Tax-Exempt Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX F hereto.

To the extent the issue price of any maturity of the Tax-Exempt Bonds is less than the amount to be paid at maturity of such Tax-Exempt Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Tax-Exempt 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 Tax-Exempt Bonds which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Tax-Exempt Bonds is the first price at which a substantial amount of such maturity of the Tax-Exempt 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 Tax-Exempt Bonds accrues daily over the term to maturity of such Tax-Exempt 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 Tax-Exempt Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Tax-Exempt Bonds. Beneficial Owners of the Tax-Exempt 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 Tax-Exempt Bonds in the original offering to the public at the first price at which a substantial amount of such Tax-Exempt Bonds is sold to the public.

Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Tax-Exempt 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 Tax-Exempt Bonds. CCCFA has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Tax-Exempt 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 Tax-Exempt Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Tax-Exempt 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 Tax-Exempt Bonds may adversely affect the value of, or the tax status of interest on, the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds ends with the issuance of the Tax-Exempt Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend CCCFA or the Beneficial Owners regarding the tax-exempt status of the Tax-Exempt Bonds in the event of an audit examination by the IRS. Under current procedures, 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 Tax-Exempt 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 Tax-Exempt Bonds, and may cause CCCFA or the Beneficial Owners to incur significant expense.

Payments on the Tax-Exempt Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of Bonds may be subject to backup withholding with respect to "reportable payments," which include interest paid on the Tax-Exempt Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Tax-Exempt Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("*TIN*") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

TAXABLE BONDS

General. In the opinion of Bond Counsel, interest on the Series 2023A-3 Bonds (as previously defined, the "*Taxable Bonds*") is exempt from State of California personal income taxes. Bond Counsel

observes that interest on the Taxable Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Taxable Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX F hereto.

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) of the Taxable Bonds that acquire their Taxable Bonds in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the IRS with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Taxable Bonds as part of a hedge, straddle or an integrated or conversion transaction, investors whose "functional currency" is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Code, or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the Taxable Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors that acquire their Taxable Bonds pursuant to this offering for the issue price that is applicable to such Taxable Bonds (*i.e.*, the price at which a substantial amount of the Taxable Bonds are sold to the public) and who will hold their Taxable Bonds as "capital assets" within the meaning of Section 1221 of the Code. The following discussion does not address tax considerations applicable to any investors in the Taxable Bonds other than investors that are U.S. Holders.

As used herein, "U.S. Holder" means a beneficial owner of a Taxable Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds Taxable Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Taxable Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Taxable Bonds (including their status as U.S. Holders).

Prospective investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the purchase, ownership and disposition of the Taxable Bonds in light of their particular circumstances.

U.S. Holders

Interest. Interest on the Taxable Bonds generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes.

To the extent that the issue price of any maturity of the Taxable Bonds is less than the amount to be paid at maturity of such Taxable Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Taxable Bonds) by more than a de minimis amount, the difference may constitute original issue discount ("OID"). U.S. Holders of Taxable Bonds will be required to include OID in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income). Under this method, U.S. Holders generally will be required to include in income increasingly greater amounts of OID in successive accrual periods.

Taxable Bonds purchased for an amount in excess of the principal amount payable at maturity (or, in some cases, at their earlier call date) will be treated as issued at a premium. A U.S. Holder of a Taxable Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such Taxable Bond.

Sale or Other Taxable Disposition of the Taxable Bonds. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by CCCFA) or other disposition of a Taxable Bond will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Taxable Bond will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Taxable Bond, which will be taxed in the manner described above) and (ii) the U.S. Holder's adjusted U.S. federal income tax basis in the Taxable Bond (generally, the purchase price paid by the U.S. Holder for the Taxable Bond, decreased by any amortized premium, and increased by the amount of any OID previously included in income by such U.S. Holder with respect to such Taxable Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Taxable Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder's holding period for the Taxable Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

Defeasance of the Taxable Bonds. If CCCFA defeases any Taxable Bond, the Taxable Bond may be deemed to be retired and "reissued" for U.S. federal income tax purposes as a result of the defeasance. In that event, in general, a holder will recognize taxable gain or loss equal to the difference between (i) the amount realized from the deemed sale, exchange or retirement (less any accrued qualified stated interest which will be taxable as such) and (ii) the holder's adjusted U.S. federal income tax basis in the Taxable Bond.

Information Reporting and Backup Withholding. Payments on the Taxable Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate U.S. Holder of the Taxable Bonds may be subject to backup withholding at the current rate of 24% with respect to "reportable payments," which include interest paid on the Taxable Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Taxable Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. A holder's failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

Foreign Account Tax Compliance Act ("FATCA")

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Under current guidance, failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest on the Taxable Bonds. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and, under current guidance, will apply to certain "passthru" payments no earlier than the date that is two years after publication of final U.S. Treasury Regulations defining the term "foreign passthru payments." Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular holder of Taxable Bonds in light of the holder's particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of Taxable Bonds, including the application and effect of state, local, non-U.S., and other tax laws.

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 F to this Official Statement.

Certain legal matters will be passed upon for CCCFA by its General Counsel; for the Project Participant by Chapman and Cutler LLP; for the Electricity Supplier by its counsel, Sheppard, Mullin, Richter & Hampton LLP; for GSG by its counsel, Sullivan & Cromwell LLP; and for the Underwriters by Stradling Yocca Carlson & Rauth, a Professional Corporation.

CCCFA will receive an opinion from counsel to the Project Participant on the date of original delivery of the Bonds, to the effect that the Clean Energy Purchase Contract 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 Clean Energy Purchase 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/ Garth Salisbury
Treasurer/Controller

APPENDIX A

PIONEER COMMUNITY ENERGY

General

Pioneer Community Energy ("*Pioneer*") 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 "community choice aggregators" in California, see the section "COMMUNITY CHOICE AGGREGATORS" in this Official Statement.

Pioneer was established to provide electric power at competitive cost as well as to provide other benefits within Placer County, California, including procuring energy with a priority on stimulating local job creation through various programs and development, promoting long-term electric rate stability and energy reliability for residents and businesses, the use and development of local renewable resources, as well as promoting personal and community ownership of renewable resources.

Formation and History of Pioneer

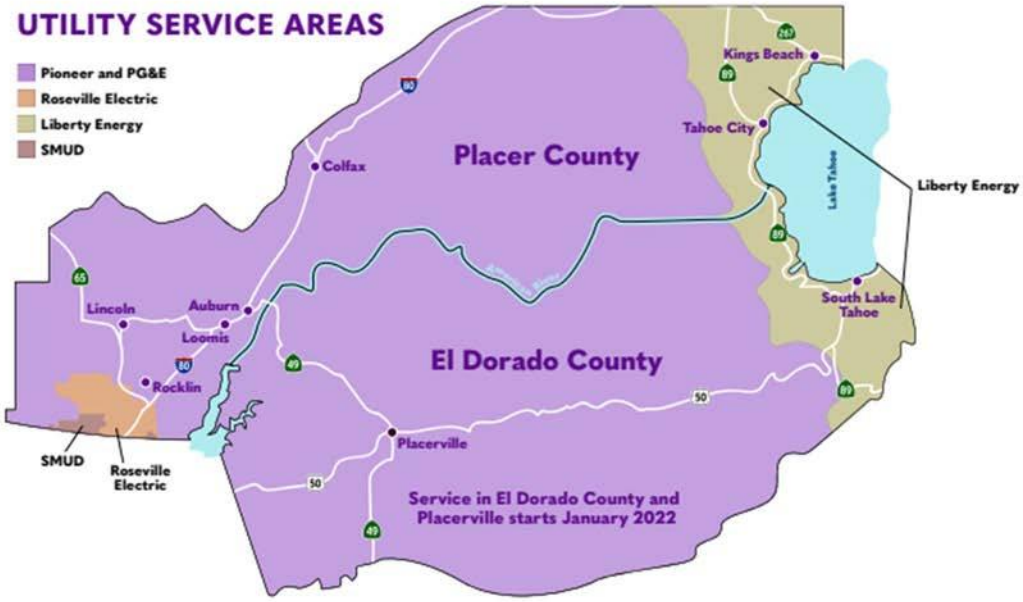
General. Pioneer was created in August 2017. The formation of Pioneer was made possible by the passage of California Assembly Bill 117 in 2002, enabling communities to purchase power on behalf of their residents and businesses and creating competition in the power generation. Under California Public Utilities Commission ("*CPUC*") designations, Pioneer is a "load serving entity" to the communities it serves. Pioneer is responsible for the acquisition of electric power for its service area and delivers it through existing physical infrastructure and equipment managed by the California Independent System Operator Corporation ("*CAISO*") and Pacific Gas and Electric Company ("*PG&E*"). PG&E bills customers on Pioneer's behalf and remits payments to Pioneer on a daily basis.

Commencement of Service and Expansion. Pioneer started providing electric service in 2018 to the Cities of Auburn, Colfax, Lincoln and Rocklin, the Town of Loomis and most of unincorporated Placer County, achieving status as an independent entity in 2021 with the payoff of start-up debt borrowed from Placer County and the hiring of necessary operational staff. Pioneer served those six jurisdictions through 2021. Unincorporated El Dorado County and the City of Placerville joined Pioneer in March 2021 and services to them began in January 2022.

Service Area

Communities Served by Pioneer. Pioneer currently serves the Cities of Auburn, Colfax, Lincoln and Rocklin in Placer County, the Town of Loomis in Placer County, the City of Placerville in El Dorado County and most of unincorporated Placer County and El Dorado County. Pioneer's service territory excludes the areas served by other Public Power Agencies (e.g., Roseville Electric) or the area served by Liberty Utilities.

Service Area Map. The service area of Pioneer is shown on the map below:



Governance and Management

Board of Directors. Pioneer is governed by its Board. The Board consists of nine locally elected representatives from the El Dorado County and Placer County Boards of Supervisors, and the local government councils of Auburn, Colfax, Lincoln, Loomis, Placerville and Rocklin. Pioneer is a local government, not-for-profit, joint powers authority.

Management.

Donald J. Eckert Jr., Executive Director. Donald Eckert Jr. assumed Executive Director duties with Pioneer Community Energy in July 2020. Prior to coming to Pioneer, Don has been in increasing roles of responsibility in finance, asset management, and risk management within various energy sectors including Investor-Owned Utilities, Independent Power Producers, Municipal Utilities and Community Choice Aggregators. Don's experience with CCAs began when he joined Silicon Valley Clean Energy in 2016 at its start-up phase until it achieved an investment grade credit rating from Moody's and served as Interim Chief Executive Officer while there. Don holds a Certification in Public Power Management through American Public Power Association and is a Certified Energy Risk Professional through Global Association of Risk Professionals and a Certified Governing Finance Officer through Florida Government Finance Officers Association among other financial certifications. Don has a bachelor's in business administration from the University of Michigan and a Master's in Accounting from the University of Southern California.

Sam Kang, Chief Operating Officer. Sam Kang brings more than 25 years of experience in the areas of energy commodity portfolio planning, transaction structuring, energy procurement and risk management to his role as COO of Pioneer Community Energy, with additional experience in renewable and conventional power project development. Before joining Pioneer, Sam spent many

years as an executive for both PG&E and Pacific Energy Advisors, performing portfolio resource planning, transaction structuring, energy procurement and risk management in the areas of renewable energy, energy storage and distributed energy resources.

Mark Riffey, Director of Public Affairs, Communications and Programs. Mark Riffey has more than 23 years of experience in electric and gas utilities. Mark has extensive knowledge and experience of topics related to customer service, marketing, communication, and account management. Mark is a Certified Energy Manager, which assists him in providing energy solutions to customers of all sizes and types, including residential, commercial, and large industrial accounts.

Brad Koehn, Director of Finance and Administration. Brad Koehn has more than 30 years' experience in local government finance with 20 of those years serving in a director leadership role.

Customers

General. Pioneer provides energy to more than 154,000 residential, commercial, and industrial accounts serving approximately 85% of residents and businesses in its service area. The current mix of Pioneer's customer base is approximately 61% residential and 39% commercial/industrial as a percentage of load served and as a percentage of revenues.

Customer Energy Choices. Pioneer's goal is to provide customers with competitively priced and affordable energy options. Pioneer offers its customers either "Standard" service, which includes the yearly renewable energy content required by the State of California, or "Green100" service, which provides 100% renewable energy content.

Customer Enrollment. All customers of Pioneer are automatically enrolled in Standard service. Customers may opt up to Green100 service for a slight premium. Currently, most of Pioneer customers receive Standard service and less than 1% have elected to receive Green100 service. The participation rate for Green100 service is consistent with similar programs offered by other Community Choice Aggregators in California.

Largest Customers. Pioneer's top ten customers represent about 8% of its load with no customers representing more than 3% of its load.

New Customers. Pending approval from the expansion territories, Pioneer's Board of Directors, and the CPUC, Pioneer will begin providing service to the residents and businesses in the City of Grass Valley and Nevada City in January 2024. This is expected to result in the addition of 10,500 new accounts and an annual load increase of approximately 110,000 MWhs. Pioneer is currently continuing the automatic enrollment process for El Dorado County. More than 2,000 customers are scheduled to be enrolled before the end of December 2022.

Customer Election to Opt-out of Pioneer Service. Customers can "opt out" of Pioneer service and return to service from their traditional electric service provider, PG&E, upon initial enrollment in Pioneer or at any time after Pioneer becomes their energy provider. There is no charge for a customer to opt-out of Pioneer service.

Cumulative Opt-Out Rate and Customer Retention. Since commencement of service in 2018, Pioneer's opt-out rates have been in the range of 10% to 15% for new customers, with a cumulative opt-out rate of 16% as of August 2022. Upon completion of the ongoing El Dorado

County expansion's auto-enrollment process, which will be concluded in December 2022, Pioneer's projected cumulative opt-out rate will be between 10% to 12%. For planning purposes, Pioneer expects opt-out rates to be about 10% when Pioneer service begins in a new community. Customers moving into an existing Pioneer service area are automatically enrolled in Pioneer service and have the option to opt out at any time.

Service Rates

General. Rates for Pioneer energy service are determined by its Board and are not regulated by the CPUC. A customer's total cost of electric service is determined by Pioneer's charges for energy and includes PG&E charges for transmission, distribution and other non-bypassable charges. Additionally, Pioneer's customers pay a Power Charge Indifference Adjustment ("*PCIA*") rate 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 Pioneer and other considerations. These charges, inclusive of the PCIA, establish the all-in cost of service to Pioneer's customers. Pioneer's charges for energy plus the PCIA represents on average approximately 45% of a residential customer's total electricity bill.

Determination of Rates for Energy. The rates for Pioneer's Standard and Green100 service are based primarily on the cost of the energy and services provided by Pioneer. Rates are designed to ensure revenue sufficiency while providing customers with stable rates that are competitive with those offered by PG&E. Additionally, pursuant to the terms of the Clean Energy Purchase Contract, Pioneer covenants that it will establish, maintain, and set rates and charges so as to provide revenues sufficient to enable it to pay any and all amounts payable from the revenues of its operations and to maintain any reserves as required by Pioneer's reserve policies. Pioneer further covenants and agrees that it shall 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 Clean Energy Purchase Contract.

Current and Historical Rate Information. The Board has established as a priority for Pioneer to provide stable and competitive rates. Historically, Pioneer has achieved a discount to PG&E's generation rates. PCIA charges included in Pioneer's rates are a function of the date on which a customer departed bundled PG&E service. Currently, customers with a PCIA Vintage Year of 2017 (e.g., as part of Pioneer's launch in 2018) are experiencing a 10% discount to PG&E's generation rate while customers with a 2021 PCIA Vintage (e.g. those in the expansion territory) are experiencing a 6% discount. During 2021, Pioneer's rates were approximately 10% higher than PG&E's generation rate due to a significant increase in the PCIA, but it did not result in a material change to Pioneer's participation rate. There are no assurances that Pioneer's rates will remain below those of PG&E or that customers will not decide to opt out for reasons unrelated to cost of service.

The Board took action to adjust rates effective March 2022 that established a minimum 6% discount to PG&E rates. The rate adjustment was necessary both to fund increased power costs and also to adhere to the updated Board-approved Reserve Policy that increased the reserve minimum threshold to 160 days of cash liquidity which is to be reached in a three-to-five-year timeline.

Effects of COVID-19 on Pioneer Operations and Finances

Remote Operations. In response to the COVID-19 pandemic, in March 2020 Pioneer moved to a "remote work environment" with no disruption in services to our customers. In February 2022, Pioneer adopted a telecommuting policy that permits eligible employees a remote work privilege of two days a week.

Effects on Energy Load. Pioneer has not witnessed any noticeable change in overall load due to COVID-19.

Payment Delinquencies. During fiscal year 2020-21 and continuing into the current fiscal year, Pioneer has been experiencing a higher rate of customer payment delinquencies, largely due to the effects of the COVID-19 pandemic. It is expected that the fiscal year 2022-23 delinquencies could range between 1% to 2.5% once the financial assistance provided by the California Arrearage Payment Program ("*CAPP*") (described below) is allocated to customer accounts. Prior to that period, the customer delinquency rate was less than 1% of billed revenue. The majority of account collections occur within the first few months following customer invoicing. Pioneer estimates that a portion of the billed accounts will not be collected. Pioneer continues collection efforts on accounts in excess of de minimis balances. Once approved collection efforts are exhausted for closed accounts, the receivables are written off. During the COVID-19 pandemic, certain collection provisions were suspended for active, but delinquent accounts, that may also benefit from receiving CAPP funding.

Financial Assistance. In response to the pandemic, California created CAPP that assisted certain customers with utility bill relief for the period of March 2020 to June 2021. Pioneer participated in that program and when funding was distributed in February and March 2022, eligible customers received relief benefits totaling almost $1.4 million. California created a CAPP 2.0 program to further assist utility customers in fiscal year 2022-23. Eligible customers must be active residential customers with utility bill arrearages generated from the period of March 2020 to December 2021. Pioneer is participating in that program and estimates that customers will receive approximately $1 million in total bill relief, which is expected to reduce delinquent payments.

California Renewables Portfolio Standard and Other Regulations

General. Community choice aggregators such as Pioneer are "load serving entities" ("*LSEs*") and as such are required to comply with California's Renewables Portfolio Standard, Resource Adequacy requirements and Power Source Disclosure requirements described below.

Renewables Portfolio Standard. California's Renewables Portfolio Standard ("*RPS*") requires LSEs to supply their retail sales with minimum quantities of eligible renewable energy. California Senate Bill 100 adopted in 2018 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. In addition, the bill requires that 65% of RPS procurement must be derived from long-term contracts (10 years or more) starting in 2021.

To comply with the RPS and self-imposed benchmarks, Pioneer acquires RPS eligible renewable energy evidenced by Renewable Energy Certificates ("*Certificates*") recognized by the

Western Renewable Energy Generation Information System ("*WREGIS*"). Pioneer obtains Certificates with the intent to retire them and does not sell or build surpluses of Certificates with a profit motive. Pioneer recognizes an expense on a monthly basis that corresponds to the volume of electricity sold to its customers. This expense recognition increases accrued cost of electricity reported on the Statements of Net Position set forth in the annual audited financial statements of Pioneer for the fiscal years ended June 30, 2021, and June 30, 2020, attached to this Official Statement as Appendix B. Payments made to suppliers reduce accrued cost of electricity.

Resource Adequacy. Resource Adequacy ("*RA*"), a California program jointly administered by the CPUC, the California Energy Commission ("*CEC*") and the 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. The goals of CPUC's RA program are to provide sufficient resources to CAISO to ensure the safe and reliable operation of the grid in real-time and to provide appropriate incentives for the siting and construction of new resources needed for reliability in the future. Pioneer purchases capacity commitments from qualifying generators to comply with the RA program.

Power Source Disclosure. California law requires LSEs to disclose the types of power resources used to supply retail sales. This mandate, known as the Power Source Disclosure Program ("*PSDP*"), is a consumer information program managed by the CEC on an annual basis. A key output of the PSDP is the Power Content Label ("*PCL*"). The PCL is an LSE-specific document that shows the breakdown of power resource types for each of the LSE's energy products used to serve retail load, as well as a breakdown of resource types for the overall California grid. The PCL is distributed to customers each summer. The following chart shows the breakdown of Pioneer's resources by type in 2022.

Energy Demand

Long-term Load Forecast. Pioneer's long-term load forecast is a 10-year projection of the energy (reflected in GWh) that its customers will annually consume. Pioneer's long-term load forecast is driven primarily by the number and types of customers that Pioneer expects to serve, in conjunction with weather projections. Pioneer's long-term load forecast also incorporates the load-modifying effects of electric vehicles, behind the meter solar and/or storage (via net energy metering), and energy efficiency. The forecast is also adjusted to incorporate the power that Pioneer expects to lose to the distribution system.

The table below shows Pioneer's loss-adjusted load forecast for 2023 through 2035.

Year	*Load Forecast*
2023	1,888.43
2024	1,904.69
2025	1,916.17
2026	1,926.85
2027	1,938.95
2028	1,951.69
2029	1,968.03
2030	1,986.47
2031	2,006.21
2032	2,023.27
2033	2,044.07
2034	2,065.07
2035	2,089.92

Sources of Energy

General. In the normal course of business, Pioneer enters into various agreements, including renewable energy agreements and other power purchase agreements to purchase power and electric capacity. Pioneer enters into power purchase agreements in order to comply with state law, its Risk Management Policy, and as described in its Integrated Resource Plan.

Energy Purchases. Pioneer purchases electric power from numerous suppliers. Electricity costs include the cost of energy and capacity arising from bilateral contracts with energy suppliers as well as generation credits, and load and other charges arising from Pioneer's participation in the CAISO centralized market. The cost of electricity and capacity is recognized as "Cost of Electricity" in the Statements of Revenues, Expenses and Changes in Net Position set forth in the annual audited financial statements of Pioneer for the fiscal years ended June 30, 2021 and June 30, 2020 attached to this Official Statement as Appendix B.

Energy Load and Supply Risk Management. Pioneer manages risks associated with its service by aligning electricity purchase commitments with expected demand for electricity and by securing power supplies from a diversity of technologies, geographical locations, and suppliers.

The following table shows the minimum energy coverage percentages (of total load) required by year. In line with energy risk management best practices, Pioneer utilizes a laddered hedging strategy in meeting these requirements. Pioneer issues a request for proposal on a

quarterly basis for shaped (hourly) volumes with varying tenors based on the portfolio needs – the volumes and tenors change every time Pioneer expands.

Period	Minimum Coverage*
Fiscal Year	*% of Forecasted Load*
Year 1 (Current Year)	90%
Year 2	70%
Year 3	50%
Year 4	30%
Year 5	10%
	**Prior to start of Current Year*

Energy Procurement

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

Local Energy Supplies. An important initiative for Pioneer is the support of local energy supply. Pioneer entered into a 10-year Power Purchase Agreement with El Dorado Irrigation District for hydro energy. This agreement is an example of the benefits of local control where local utilities worked together to benefit the community Pioneer serves. Pioneer has also worked closely with a coalition of CCAs in introducing a biomass bill that would allow CCAs to participate in the BioMAT feed-in tariff program that was only available to investor-owned utilities. Those coalition efforts proved successful in the Fall of 2021 when the bill was signed into law by the Governor. The bill will encourage the development of biomass projects.

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

Extreme Weather Events. To navigate extreme weather events, Pioneer currently uses monthly and weekly weather/load forecasts to try and predict these events. If Pioneer deems upcoming events to be extreme, Pioneer uses bidding strategies to minimize exposure to day-ahead and real-time CAISO pricing.

Energy Storage

On April 18, 2022, Pioneer entered into a long-term Power Purchase Agreement with Yellow Pine Solar II, LLC that includes fifty-three megawatts of guaranteed storage capacity. The project is currently under construction with a guaranteed commercial operation date of May 29, 2024. Pioneer is currently targeting long-term storage projects (8-Hour Battery Storage) through RFPs to meet the Mid-Term Reliability requirements that was mandated by the CUPC. Pioneer plans to bring on 6MW of long-term battery storage by 2026.

Cyber Security

Pioneer is committed to implementing cybersecurity and information technology controls and policies that meet or exceed industry best practices. To ensure that Pioneer continues to meet this commitment, Pioneer voluntarily conducts annual cybersecurity and information technology audits to assist in identifying opportunities to increase security.

Pioneer undergoes a tri-annual Automated Metering Infrastructure (AMI) audit which is specifically focused on the data Pioneer receives that is transmitted through "smart meters" and Pioneer's compliance with data privacy and security requirements as defined in CPUC decision (D.) 12-08-045. The complete cybersecurity and IT assessment goes beyond the requirements of the CPUC decision, including Pioneer's complete IT infrastructure.

The most recent AMI audit report ascertained that Pioneer met compliance with data privacy and security requirements as defined in CPUC decision (D.) 12-08-045.

The most recent cybersecurity and information technology assessment report found that Pioneer exceeds security controls compared to many other similar organizations. This is mainly due to the time invested to develop, implement, and maintain a secure IT environment. Through the use of a third-party risk ranking service, Pioneer ranked in the top 5% of utility companies.

Financial Information

Revenues from Energy Sales and Operating Expenses. Pioneer derives its operating revenues primarily from energy sales to its customers. Revenues increased between fiscal years 2018-19 and 2019-20 primarily from a rate adjustment, with rates and revenue stable through 2020-21. Pioneer's revenues increased in fiscal year 2021-22 due to Pioneer's service territory and accounts expanding 60%, as well as a rate adjustment in the last quarter. Revenues in fiscal year 2022-23 are projected to more than double compared to fiscal year 2020-21. Operating expenses, which are comprised primarily of energy procurement costs, also increased due to higher energy costs and expanded service territory.

Other Sources of Revenue. As discussed earlier in the Financial Assistance paragraph in the Effects of COVID-19 on Pioneer Operations and Finance section, CAPP and CAPP 2.0 grant funds were allocated by the State for bill relief for Pioneer customers. Grant funding of $1.4

million was received in fiscal year 2021-22 and an estimated $1 million is anticipated for fiscal year 2022-23. Interest earnings are another source of revenue.

Financial Statements. Certain summary unaudited financial information regarding Pioneer for fiscal year 2021-22 is provided in the table below. For additional financial information related to Pioneer, see the annual audited financial statements of Pioneer for the fiscal years ended June 30, 2021 and June 30, 2020 attached to this Official Statement as Appendix B.

$ in Thousands	FY 2021-22 Budget	FY 2021-22 Actuals	Variance (Under)/Over
Energy Revenue	$127,776	$120,742	($7,034)
Power Supply	$105,314	$100,746	($4,568)
Operating Margin	$22,462	$19,996	($2,466)
Operating Expense	$8,494	$7,217	($1,277)
Debt Service & Other	$670	$838	$168
Contribution To/(From) Reserves	$13,298	$11,941	($1,357)

Deposit Accounts. Pioneer maintains its cash in both interest-bearing and non-interest-bearing demand and term deposit accounts at Umpqua Bank and the Local Agency Investment Fund managed by the California Treasurer. Pioneer's deposits with Umpqua Bank are subject to California Government Code Section 16521 which requires collateralization of public funds in excess of the Federal Deposit Insurance Corporation ("*FDIC"*) limit of $250,000 by 110%. Pioneer monitors its risk exposure to Umpqua Bank on an ongoing basis. Pioneer's Investment Policy permits the investment of funds in depository accounts, certificates of deposit, 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 2022 Pioneer finalized a $20 million Line of Credit from Umpqua Bank. The Line of Credit will be solely used to provide Letters of Credit to energy suppliers that require collateral posting from Pioneer.

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE PROJECT PARTICIPANT FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020

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PIONEER
COMMUNITY ENERGY

Financial Statements

Fiscal Years Ended June 30, 2021 and 2020

with Report of

Independent Auditors




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PISENTI & BRINKER LLP
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Independent Auditor's Report

To the Board of Directors
Pioneer Community Energy
Auburn, California

Report on the Financial Statements

We have audited the accompanying financial statements of Pioneer Community Energy (Pioneer), as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise Pioneer's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pioneer as of June 30, 2021 and 2020 and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required supplementary information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other information

The supplementary information of combining fund information as listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining fund information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 14, 2022 on our consideration of Pioneer's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Pioneer's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Pioneer's internal control over financial reporting and compliance.

Santa Rosa, California
January 14, 2022

PIONEER COMMUNITY ENERGY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2021 AND 2020

The Management's Discussion and Analysis provides an overview of Pioneer Community Energy's (Pioneer) financial activities as of and for the years ended June 30, 2021 and 2020. The information presented here should be considered in conjunction with the audited financial statements.

BACKGROUND

The formation of Pioneer was made possible in 2002 by the passage of California Assembly Bill 117, enabling communities to purchase power on behalf of their residents and businesses and creating competition in power generation.

Pioneer was created as a California Joint Powers Authority (JPA) in August 2015. Pioneer was established to provide electric power at competitive cost as well as to provide other benefits within Placer County, including reducing greenhouse gas emissions related to the use of power, procuring energy with a priority on stimulating local job creation through various programs and development, promoting long-term electric rate stability and energy reliability for residents and business, the use and development of local renewable resources, as well as promoting personal and community ownership of renewable resources.

Pioneer served six jurisdictions through 2021, including the cities and towns of Auburn, Colfax, Loomis, Lincoln, and Rocklin and the unincorporated area of Placer County. Unincorporated El Dorado County and the City of Placerville annexed into Pioneer in March 2021 and services to them will be provided beginning January 2022. Governed by a board of directors (Board) consisting of elected representatives from each jurisdiction, Pioneer is responsible for the acquisition of electric power for its service area. Pioneer has the rights and powers to set rates for the services it furnishes, incur indebtedness, and issue bonds or other obligations.

Financial Reporting

Pioneer presents its financial statements as an enterprise fund under the economic resources measurement focus and the accrual basis of accounting, in accordance with Generally Accepted Accounting Principles (GAAP) for proprietary funds, as prescribed by the Governmental Accounting Standards Board (GASB).

Contents of this report

This report is divided into the following sections:

- Management's discussion and analysis.
- The basic financial statements:
    - The *Statements of Net Position* include all of Pioneer's assets, liabilities, and net position and provides information about the nature and amount of resources and obligations at a specific point in time.
    - The *Statements of Revenues, Expenses, and Changes in Net Position* report all of Pioneer's revenue and expenses for the years shown.
    - The *Statements of Cash Flows* report the cash provided and used by operating activities, as well as other sources and uses, such as debt financing.
    - The Notes to the Basic Financial Statements, which provide additional details and information related to the basic financial statements.

FINANCIAL HIGHLIGHTS

The following table is a summary of Pioneer's assets, liabilities, and net position and a discussion of significant changes during the years ended June 30:

	2021	2020	2019
Assets			
Current assets	$ 42,009,246	$ 39,738,154	$ 29,158,248
Noncurrent assets	10,585,022	13,125,403	13,097,889
Total assets	52,594,268	52,863,557	42,256,137
Liabilities			
Current liabilities	9,198,553	8,983,213	6,879,453
Noncurrent liabilities	19,225,073	21,869,904	25,129,475
Total liabilities	28,423,626	30,853,117	32,008,928
Net position			
Restricted	-	-	2,990,000
Unrestricted	24,170,642	22,010,440	7,257,209
Total net position	$ 24,170,642	$ 22,010,440	$ 10,247,209

Current assets

Fiscal year 2021 current assets were mostly comprised of cash and cash equivalents of $27.7 million, accounts receivable of $8.5 million, accrued revenue of $3.9 million, and restricted cash of $597,000. Current assets increased each year as a result of operating surpluses.

Noncurrent assets

Fiscal year 2021 other noncurrent assets consist of various deposits for regulatory and other operating purposes expected to be held longer than a year. Included are deposit postings with the California Public Utilities Commission (CPUC), and deposits held by energy suppliers as collateral on energy purchase transactions. Also included as noncurrent assets is the long-term portion of the outstanding principal balance on Property Assessed Clean Energy (PACE) program loans.

Current liabilities

Fiscal year 2021 current liabilities consist mostly of the cost of electricity delivered to customers that is not yet due to be paid by Pioneer. The accrued cost of electricity totaled $7.4 million. Other components of current liabilities include accounts payable for services, the current portion of bonds and loan payable, taxes and surcharges due to other governments and other accrued liabilities.

Noncurrent liabilities

Bonds and loan payable are included in noncurrent liabilities. The decrease in bonds payable is the result of the accelerated debt service repayment on the Community Choice Aggregation (CCA) Fund's outstanding Series 2017 Revenue Bond and the accelerated payoff of mPOWER bonds by property owners during 2021. The Series 2017 Revenue Bond was replaced with a new note with Umpqua Bank.

Operation Results

The following table is a summary of Pioneer's results of operations and a discussion of significant changes for years ended June 30:

	2021	2020	2019
Operating revenues	$ 82,597,443	$ 80,507,683	$ 72,522,624
Investment gains (losses)	(69,041)	495,233	725,593
Total income	82,528,402	81,002,916	73,248,217
Operating expenses	79,687,675	68,398,999	68,204,282
Interest and financing expense	680,525	840,686	692,709
Total expenses	80,368,200	69,239,685	68,896,991
Change in net position	$ 2,160,202	$ 11,763,231	$ 4,351,226

Operating revenues and investment income

Pioneer's main operating revenues are derived from the sale of electricity to commercial and residential customers throughout its territory. Operating revenues increased from 2019 to 2020 mainly as the result of rate changes. Operating revenues from 2020 to 2021 held fairly steady as no rate changes occurred. An investment loss was recognized in 2021 due to fair market value adjustments from funds held by the County Treasury.

Operating expenses

Pioneer's largest expense each year was the purchase of electricity delivered to retail customers. Pioneer procures energy from a variety of sources and focuses on maintaining a balanced power portfolio at competitive costs. Operating expenses increased significantly in 2021 primarily due to rising costs in the energy market.

ECONOMIC OUTLOOK

Pioneer Community Energy serves approximately 89% of all eligible customers in Placer County and this has remained relatively stable. Pioneer will begin to serve the expansion territory of unincorporated El Dorado County and the City of Placerville January 2022. Pioneer staff are actively working thru multiple media channels and meeting with community groups to inform residents and business in the expansion territory of Pioneer becoming a choice for their energy generation.

Pioneer's mission is to provide competitive electric rates, reliable service and a choice in energy options. Since launching in February 2018 through November 2020, Pioneer has delivered $32.5 million of savings for ratepayers compared to Pacific Gas & Electric ("PG&E"). PG&E's recent submittals to the California Public Utility Commission for rate changes and an expected lower Power Charge Indifference Adjustment (i.e., exit fee), reinforces Pioneer's expectation that Pioneer will realize improved rate competitiveness when compared to PG&E. The January 2022 expansion will also provide economies of scale that would provide the opportunity to acquire lower cost power supply and attract more credit-worthy counterparties. Pioneer will continue to evaluate appropriate opportunities for expansion of its service territory.

During March 2020, the World Health Organization declared COVID-19 a pandemic. In response, to the pandemic, California created the California Arrearage Payment Program that will assist certain customers with utility bill relief for the period of March 2020 to June 2021. Pioneer is participating in that program and when funding is distributed in January 2022, Pioneer is estimating that it's eligible customers may receive relief benefit of almost $1.4 million.

In the normal course of business, Pioneer enters into various agreements, including renewable energy agreements and other power purchase agreements to purchase power and electric capacity. Pioneer enters into power purchase agreements in order to comply with state law, its Risk Management Policy, and as described in its Integrated Resource Plan. California law established a Renewable Portfolio Standard ("RPS") that requires load-serving entities ("LSEs"), such as Pioneer, to gradually increase the amount of renewable energy they deliver to their customers. Senate Bill 100, signed by California's Governor in September 2018, directs LSEs to supply 60% of their retail sales with RPS-eligible resources by 2030.

Pioneer manages risks associated with these commitments by aligning purchase commitments with expected demand for electricity and by securing a diversity of technologies, geographical locations, and suppliers.

ECONOMIC OUTLOOK (continued)

An important initiative for Pioneer is the support of local energy supply. Pioneer entered into a 10-year Power Purchase Agreement with El Dorado Irrigation District for hydro energy. This agreement is an example of the benefits of local control where local utilities worked together to benefit the community Pioneer serves. Pioneer has also worked closely with a coalition of CCAs in introducing a biomass bill that would allow CCAs to participate in the BioMAT feed-in tariff program that was only available to Investor-Owned Utilities. Those coalition efforts proved successful in the Fall of 2021 when the Governor signed into law the bill. The bill will encourage the development of biomass projects.

Pioneer has a strong focus on continuing to build credit capacity through increased cash reserves and entering favorable energy purchase commitments. This is further demonstrated by the Board's approval during October 2021 that adopted a series of financial policies that included an increased reserve target. Pioneer will work to achieve this increased reserve target in a 3-to-5-year timeline. Management intends to continue its conservative use of financial resources and expects ongoing operating surpluses that will build the reserves.

REQUEST FOR INFORMATION

This financial report is designed to provide Pioneer's customers and creditors with a general overview of the organization's finances and to demonstrate Pioneer's accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to 2510 Warren Dr., Suite B, Rocklin, CA 95677.

Respectfully submitted,

Don Eckert Jr, Executive Director

BASIC FINANCIAL STATEMENTS

PIONEER COMMUNITY ENERGY
STATEMENTS OF NET POSITION
JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	$ 27,676,379	$ 24,937,380
Restricted cash and investments	596,530	451,022
Accounts receivable, net of allowance	8,512,333	8,752,658
Accrued revenue	3,869,044	4,923,233
Other receivables	301,254	349,880
Interest receivable	102,687	158,433
Contractual assessments receivable	295,433	-
Prepaid expenses	475,586	165,548
Deposits	180,000	-
Total current assets	42,009,246	39,738,154
Noncurrent assets		
Deposits	3,192,759	3,029,660
Contractual assessments receivable	7,392,263	10,095,743
Total noncurrent assets	10,585,022	13,125,403
Total assets	52,594,268	52,863,557
LIABILITIES		
Current liabilities		
Accrued cost of energy	7,425,535	7,901,441
Accounts payable	345,048	254,650
Other accrued liabilities	168,059	82,755
Interest payable	136,992	179,373
Supplier security deposits	159,750	21,300
Energy surcharges due to other governments	161,498	-
Bonds payable	272,420	543,694
Note payable	529,251	-
Total current liabilities	9,198,553	8,983,213
Noncurrent liabilities		
Bonds payable	9,298,640	21,869,904
Note payable	9,926,433	-
Total noncurrent liabilities	19,225,073	21,869,904
Total liabilities	28,423,626	30,853,117
NET POSITION		
Unrestricted	24,170,642	22,010,440
Total net position	$ 24,170,642	$ 22,010,440

The accompanying notes are an integral part of these financial statements.

PIONEER COMMUNITY ENERGY
STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
OPERATING REVENUES		
Electricity sales, net	$ 81,929,623	$ 79,558,745
Service charges	667,820	948,938
Total operating revenues	82,597,443	80,507,683
OPERATING EXPENSES		
Cost of electricity	73,862,156	63,408,751
Contract services	3,728,854	3,530,635
Staff compensation	1,702,419	947,734
General and administration	394,246	511,879
Total operating expenses	79,687,675	68,398,999
Operating income	2,909,768	12,108,684
NONOPERATING REVENUES (EXPENSES)		
Investment gains (losses)	(69,041)	495,233
Interest and financing expense	(680,525)	(840,686)
Nonoperating revenues (expenses), net	(749,566)	(345,453)
CHANGE IN NET POSITION	2,160,202	11,763,231
Net position at beginning of period	22,010,440	10,247,209
Net position at end of period	$ 24,170,642	$ 22,010,440

The accompanying notes are an integral part of these financial statements.

PIONEER COMMUNITY ENERGY
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 83,578,688	$ 77,021,912
Other operating receipts	820,908	900,892
Contractual assessments received, net	2,757,926	12,146
Payments to suppliers for electricity	(75,277,415)	(59,344,640)
Payments for goods and services	(3,988,194)	(4,067,978)
Payments for staff compensation	(1,622,032)	(947,735)
Payments of taxes and surcharges to other governments	(262,321)	(316,158)
Net cash provided by operating activities	6,007,560	13,258,439
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
Note payable proceeds	10,500,000	-
Bond proceeds	-	590,429
Principal paid on bonds and note	(12,886,852)	(3,810,349)
Interest and related expense payments	(722,906)	(817,256)
Net cash used by non-capital financing activities	(3,109,758)	(4,037,176)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	(13,295)	502,976
Net cash provided (used) by investing activities	(13,295)	502,976
Net change in cash and cash equivalents	2,884,507	9,724,239
Cash and cash equivalents at beginning of year	25,388,402	15,664,163
Cash and cash equivalents at end of year	$ 28,272,909	$ 25,388,402
Reconciliation to the Statement of Net Position		
Cash and cash equivalents (unrestricted)	$ 27,676,379	$ 24,937,380
Restricted cash and investments	596,530	451,022
Cash and cash equivalents	$ 28,272,909	$ 25,388,402

The accompanying notes are an integral part of these financial statements.

PIONEER COMMUNITY ENERGY
STATEMENTS OF CASH FLOWS (CONTINUED)
YEARS ENDED JUNE 30, 2021 AND 2020

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

	2021	2020
Operating income	$ 2,909,768	$ 12,108,684
Adjustments to reconcile operating income to net cash provided by operating activities:		
Revenue adjusted for allowance for uncollectible accounts	1,507,096	505,787
(Increase) decrease in:		
Accounts receivable	(1,266,772)	(2,025,576)
Accrued revenue	1,054,189	(1,255,659)
Other receivables	(301,254)	-
Prepaid expenses	(310,039)	1,912,039
Deposits	(343,099)	-
Contractual assessments receivable	2,757,600	12,146
Increase (decrease) in:		
Accrued cost of electricity	(475,905)	2,291,730
Accounts payable	159,668	(69,202)
Other accrued liabilities	85,630	(25,609)
Energy surcharges due to other governments	92,228	(77,541)
Supplier security deposits	138,450	(118,360)
Net cash provided by operating activities	$ 6,007,560	$ 13,258,439

The accompanying notes are an integral part of these financial statements.

1. REPORTING ENTITY

Pioneer Community Energy (Pioneer) is a California joint powers authority created in August of 2015. As of June 30, 2021, parties to its Joint Powers Agreement consist of the following local governments:

Counties	Cities and Towns	
Placer	Auburn	Placerville
El Dorado	Colfax	Lincoln
	Loomis	Rocklin

Pioneer is separate from and derives no financial support from its members. Pioneer is governed by a Board of Directors whose membership is composed of elected officials representing the member governments.

A core function of Pioneer is to provide electric service that includes providing electric energy at competitive rates and it operates as a Community Choice Aggregation Program (CCA) subject to California Public Utilities Code Section 366.2.

Pioneer operates two programs, the CCA Program and the mPOWER Program.

CCA Program – Pioneer began providing electric generation services to its customers in February of 2018 and will begin providing services to El Dorado County and the City of Placerville beginning in January 2022. Pioneer supplies electric energy to retail customers through its CCA Program. Pioneer participates in the wholesale energy market to acquire its energy and related products (resource adequacy and renewable energy) from a variety of wholesale energy suppliers. Pioneer's energy is delivered through existing physical infrastructure and equipment owned and operated by the incumbent utility.

mPOWER Program – The mPOWER Program provides assessment financing to property owners for the installation of energy efficiency, water conservation and distributed generation improvements. The mPOWER Program is supported from revenues derived from assessments attached to and collected on participating property owners' property tax bills. The Pioneer Board directed that new applications for the mPOWER program will only be accepted through August 31, 2021.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF ACCOUNTING

Pioneer's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements.

Pioneer's operations are accounted for as a governmental enterprise fund and are reported using the economic resources measurement focus and the accrual basis of accounting – similar to business enterprises. Accordingly, revenues are recognized when they are earned, and expenses are recognized at the time liabilities are incurred. Enterprise fund-type operating statements present increases (revenues) and decreases (expenses) in total net position.

CASH AND CASH EQUIVALENTS

For the purpose of the Statements of Cash Flows, Pioneer defines cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with an original maturity of three months or less. The Statements of Net Position present restricted cash balances separately. Restricted cash reported on the Statements of Net Position includes certain deposits held by energy suppliers and assessment receipts pertaining to the mPOWER program that are pledged to service debt.

PREPAID EXPENSES AND DEPOSITS

Contracts to purchase energy may require Pioneer to provide the supplier with advanced payments or security deposits. Deposits are generally held for the term of the contract and are classified as current or noncurrent assets depending on the length of time the deposits will be outstanding. Also included are prepaid expenses and deposits for regulatory and other operating purposes.

NET POSITION

Net position is presented in the following components:

Restricted: This component of net position consists of constraints placed on net asset use primarily imposed by creditors (such as through debt or credit covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. Pioneer did not have any restrictions as of June 30, 2021 or 2020.

Unrestricted: This component of net position consists of net position that does not meet the definition of "restricted."

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

OPERATING AND NON-OPERATING REVENUES

Operating revenues include revenue from the sale of electricity to customers for the CCA Program, and assessments and fees for the mPOWER program.

Investment income is considered non-operating revenue.

REVENUE RECOGNITION

Pioneer recognizes revenue on the accrual basis. This includes invoices issued to customers during the reporting period and electricity estimated to have been delivered but not yet billed. Management estimates that a portion of the billed amounts will be uncollectible. Accordingly, an allowance for uncollectible accounts has been recorded.

OPERATING AND NONOPERATING EXPENSES

Operating expenses include the costs of electricity and services, and administrative expenses. Expenses not meeting this definition are reported as nonoperating expenses, including interest expense.

ELECTRIC POWER PURCHASED

During the normal course of business, Pioneer purchases electric power from numerous suppliers. Electricity costs include the cost of energy and capacity arising from bilateral contracts with energy suppliers as well as generation credits, and load and other charges arising from Pioneer's participation in the California Independent System Operator's (CAISO) centralized market. The cost of electricity and capacity is recognized as "Cost of Electricity" in the Statements of Revenues, Expenses and Changes in Net Position.

To comply with the State of California's Renewable Portfolio Standards (RPS) and self-imposed benchmarks, Pioneer acquires RPS eligible renewable energy evidenced by Renewable Energy Certificates (Certificates) recognized by the Western Renewable Energy Generation Information System (WREGIS). Pioneer obtains Certificates with the intent to retire them and does not sell or build surpluses of Certificates with a profit motive. Pioneer recognizes an expense on a monthly basis that corresponds to the volume of electricity sold to its customers. This expense recognition increases accrued cost of electricity reported on the Statements of Net Position. Payments made to suppliers reduce accrued cost of electricity.

Pioneer purchases capacity commitments from qualifying generators to comply with the California Public Utilities Commission's Resource Adequacy Program. The goals of the Resource Adequacy Program are to provide sufficient resources to CAISO to ensure the safe and reliable operation of the grid in real-time and to provide appropriate incentives for the siting and construction of new resources needed for reliability in the future.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

SECURITY DEPOSITS FROM ENERGY SUPPLIERS

Various contracts entered into by Pioneer require the supplier to provide Pioneer with a security deposit. These deposits are generally held for the term of the contract or until the completion of certain benchmarks. Deposits are classified as current or noncurrent liabilities depending on the length of the time the deposits will be held.

STAFFING COSTS

Pioneer pays employees bi-weekly and fully pays its obligation for health benefits and contributions to its defined contribution retirement plan each month. Pioneer is not obligated to provide post-employment healthcare or other post-employment benefits (OPEB) and, accordingly, no related liability is recorded in these financial statements. Pioneer provides compensated time off, and the related liability is recorded in these financial statements.

INCOME TAXES

Pioneer is a joint powers authority under the provision of the California Government Code and is not subject to federal or state income or franchise taxes.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

RECLASSIFICATIONS

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation of the current-year financial statements. These reclassifications did not result in any change in previously reported net position or change in net position.

3. CASH AND CASH EQUIVALENTS

Prior to April 2021, the Placer County Treasurer served as Pioneer's Treasurer. As such, Pioneer was required to maintain its cash in the Placer County Treasury. Additionally, Pioneer's Series 2017 Revenue Bond held by the Placer County Treasurer's Pool (the Treasurer's Pool) requires Pioneer to maintain its cash balances in the Placer County Treasury as long as the bonds are outstanding. During the year ended June 30, 2021, Pioneer repaid the 2017 Revenue Bond and appointed a new treasurer. Pioneer moved its cash and cash equivalents related to its CCA program to a private bank. Pioneer's cash and cash equivalents related to its mPower program remain in the Place County Treasury.

California Government Code Section 53600, et. seq., and the Placer County Treasurer's Investment Policy authorizes the following investments: U.S. Treasury securities, U.S. agency securities, local agency bonds, bankers acceptances, commercial paper, negotiable certificates of deposit, repurchase agreements, corporate notes, collateralized certificates of deposit, California Local Agency Investment Fund (LAIF), Certificate of Deposit Account Registry Services (CDARS) certificates of deposit, other collateralized deposits, and supranational investments. Other allowable investments pursuant to Government Code Section 53601, although restricted by the Treasurer's Investment Policy, include mutual funds, mortgage and collateral-backed securities, asset-backed securities, reverse repurchase agreements, and joint powers agency investment pools. The Treasurer's Investment Policy objectives are safety, liquidity and yield in that order.

GASB Statement No. 40, Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3, requires additional disclosures about a government's deposit and investment risks that include credit risk, custodial credit risk, concentration of credit risk and interest rate risk. Pioneer's deposits with the County Treasury are subject to the risk policies contained in the County Treasurer's Investment Policy.

The Placer County Treasurer has a Treasury Review Panel, which performs regulatory oversight over the Pool as required by the Placer County Treasurer's Investment Policy. Investments are stated at fair value in accordance with GAAP. However, the value of Pioneer's deposits in the Pool, is determined on an amortized cost basis, which is different than the fair value of Pioneer's position in the pool. Pioneer's deposits in the Pool as of June 30, 2021 and 2020 are stated at fair value. Placer County's comprehensive annual financial report, containing information relating to the Pool's cash and investments by risk category, can be obtained from the County Auditor-Controller's office. The Pool is not registered with the Securities and Exchange Commission as an investment company.

3. CASH AND CASH EQUIVALENTS (Continued)

FAIR VALUE MEASUREMENT

Pioneer categorizes the fair value measurements of its investments based on the hierarchy established by GAAP, which provides guidance for determining a fair value measurement for reporting purposes and applying fair value to certain investments and disclosures related to all fair value measurements.

The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs and Level 3 inputs are significant unobservable inputs. Placer County's comprehensive annual financial report, containing information relating to the Pool's cash and investments fair value hierarchy, can be obtained from the County Auditor-Controller's office.

CUSTODIAL CREDIT RISK

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository institution, a depositor will not be able to recover deposits or will not be able to recover collateral securities that are in possession of an outside party. The custodial credit risk for investments is the risk that, in the event of failure of the counterparty (i.e. broker-dealer) to a transaction, the investor will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Treasurer's Investment Policy contain the following provision for deposits: the California Government Code requires that a financial institution secure deposits made by state and local governmental units by pledging securities an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

3. CASH AND CASH EQUIVALENTS (Continued)

INTEREST RATE RISK

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity its fair value is to changes in market interest rates. The weighted average maturity of the Pool as of June 30, 2021 and 2020 was 643 days and 339 days, respectively.

CREDIT RISK

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Pool has not been credit rated.

4. ACCOUNTS RECEIVABLE

Accounts receivable were as follows as of June 30:

	2021	2020
Accounts receivable from customers	$10,886,307	$ 9,619,536
Allowance for uncollectible accounts	(2,373,974)	(866,878)
Net accounts receivable	$ 8,512,333	$ 8,752,658

The majority of account collections occur within the first few months following customer invoicing. Pioneer estimates that a portion of the billed accounts will not be collected. Pioneer continues collection efforts on accounts in excess of *de minimis* balances. Once approved collection efforts are exhausted for closed accounts, the receivables are written off. During the Covid-19 pandemic, certain collection provisions have been suspended for active, but delinquent accounts, that may also benefit from receiving California Arrearage Payment Program (CAPP) funding which is estimated to bring relief for certain delinquent residential customers during the subsequent fiscal year. The allowance stated in these financial statements has not been reduced for the potential CAPP benefit as some uncertainties as to the timing and amount of collections exist. The allowance for uncollectible accounts at the end of a period includes amounts billed during the current and prior fiscal years.

5. DEBT

BONDS PAYABLE

CCA PROGRAM REVENUE BOND, SERIES 2017 (LINE OF CREDIT)

In December of 2017, the Pioneer Governing Board authorized the issuance of Revenue Bond Series 2017 in the form of a draw-down bond in the maximum amount of $40 million to finance its initial purchases of electricity, prior to receiving revenue after the close of its initial billing cycles. The Revenue Bond Series 2017 draw-down feature operates as a line of credit. Additional draws can be made anytime. The bonds are callable for redemption at the option of Pioneer, in whole or in part on the first business day of any month and may be redeemed prior to maturity by payment of principal, plus accrued interest to date of redemption, without premium. The bonds mature on June 1, 2023, at which time the outstanding balance must be paid in full (balloon payment). The outstanding balance is amortized to June 1, 2023, and interest is payable semi-annually and a minimum principal payment is required once a year, based on the amortized balance. The bond was fully repaid in May 2021.

mPOWER PROGRAM REVENUE BONDS

On January 26, 2017, the Pioneer Board authorized the issuance of revenue bonds to provide the capital necessary for financing residential property improvements in the amount of $25 million, and in the amount of $25 million for non-residential property improvements. Pioneer uses the designation “R” in its bond series naming system to signify bonds financing residential improvements and “NR” to signify bonds financing non-residential improvements. Revenue bonds issued prior to July 1, 2020 are listed below.

During the fiscal year ended June 30, 2021, Pioneer issued revenue bonds Series R 2020-21 and Series NR 2020-21 in the amounts of $1.5 million and $128,000, respectively. All mPOWER Program series bonds are classified as direct borrowings held in the Placer County Treasurer’s Investment Pool and are payable solely from assessments and fees from participating property owners.

5. DEBT (Continued)

BONDS PAYABLE (CONTINUED)

The following is a summary of Pioneer's bonds outstanding at June 30, 2021:

	Maturity	Interest Rates	Annual Principal	Issuance Amount	Outstanding Balance June 30, 2021
Type of indebtedness					
Revenue bonds (mPOWER Program)					
Series R 2016-17	9/2/2037	3.00%	$7.5K to $15.1K	$ 492,589	$ 190,701
Series R 2017-18	9/2/2038	3.00%	$88.9K to $187.3K	5,380,276	2,396,687
Series NR 2017-18	9/2/2038	3.00%	$4K to $11K	138,323	130,576
Series R 2018-19	9/2/2039	4.50%	$91.7K to $189.2K	5,656,485	2,615,291
Series NR 2018-19	9/2/2039	4.50%	$8.3K to $27.9K	418,152	322,617
Series R 2019-20	9/2/2040	4.50%	$65.3K to $164.6K	2,730,091	2,183,975
Series NR 2019-20	9/2/2040	4.50%	$1.6K to $4.8K	544,507	58,342
Series R 2020-21	9/2/2041	4.50%	$52K to $95.8K	1,544,622	1,544,622
Series NR 2020-21	9/2/2031	4.50%	$9.7K to $16.4K	128,249	128,249
Total (mPOWER Program)				$ 17,033,294	9,571,060
Amounts due within one year					272,420
Amounts due after one year					$ 9,298,640

5. DEBT (Continued)

NOTE PAYABLE

In May 2021, Pioneer borrowed $10,500,000 from Umpqua Bank at an interest rate of 3.85% per annum. The monthly payment of principal and interest is $76,880 and the loan matures on April 30, 2036. Pioneer has pledged net revenues to secure payment of the note.

The following is a summary of changes in bonds and note payable for the year ended June 30, 2021:

	Balance July 1, 2020	Additions	Principal Repayments	Balance June 30, 2021	Due Within One Year
Bond Title, Series Number					
2017 Revenue Bond Series 2017 (CCA)	$10,470,000	$ -	$(10,470,000)	$ -	$ -
Series R 2016-17 (mPOWER)	291,486	-	(100,785)	190,701	7,511
Series R 2017-18 (mPOWER)	3,501,904	-	(1,105,217)	2,396,687	88,964
Series NR 2017-18 (mPOWER)	134,562	-	(3,986)	130,576	4,225
Series R 2018-19 (mPOWER)	4,364,009	-	(1,748,718)	2,615,291	91,731
Series NR 2018-19 (mPOWER)	409,652	-	(87,035)	322,617	13,101
Series R 2019-20 (mPOWER)	2,697,478	-	(513,503)	2,183,975	65,303
Series NR 2019-20 (mPOWER)	544,507	-	(486,165)	58,342	1,586
Series R 2020-21 (mPOWER)	-	1,544,622	-	1,544,622	-
Series NR 2020-21 (mPOWER)	-	128,249	-	128,249	-
Total	$22,413,598	$ 1,672,871	$(14,515,409)	$ 9,571,060	$ 272,420

	Balance July 1, 2020	Additions	Principal Repayments	Balance June 30, 2021	Due Within One Year
Note Payable					
Umpqua Bank	$ -	$10,500,000	$ (44,316)	$10,455,684	$ 529,251

The following is a summary of changes in bonds payable for the year ended June 30, 2020:

	Balance July 1, 2019	Additions	Principal Repayments	Balance June 30, 2020	Due Within One Year
Bond Title, Series Number					
2017 Revenue Bonds Series 2017 (CCA Program)	$14,405,000	$ -	$ (3,935,000)	$10,470,000	$ 250,000
Series R 2016-17 (mPOWER)	354,769	-	(63,283)	291,486	10,118
Series R 2017-18 (mPOWER)	4,839,028	-	(1,337,124)	3,501,904	123,740
Series NR 2017-18 (mPOWER)	138,323	-	(3,761)	134,562	3,986
Series R 2018-19 (mPOWER)	5,478,245	-	(1,114,236)	4,364,009	141,458
Series NR 2018-19 (mPOWER)	418,152	-	(8,500)	409,652	14,392
Series R 2019-20 (mPOWER)	-	2,730,091	(32,613)	2,697,478	-
Series NR 2019-20 (mPOWER)	-	544,507	-	544,507	-
Total	$25,633,517	$ 3,274,598	$ (6,494,517)	$22,413,598	$ 543,694

5. DEBT (Continued)

Minimum future obligations for the outstanding mPOWER Program Revenue Bonds and the note payable are as follows:

mPOWER Program Revenue Bonds

	Principal	Interest	Total
Year ended June 30,			
2022	$ 272,420	$ 563,399	$ 835,819
2023	350,513	558,780	909,293
2024	371,544	537,502	909,045
2025	390,951	514,992	905,943
2026	411,702	491,278	902,980
2027-2031	2,406,466	2,052,384	4,458,850
2032-2036	2,760,153	1,227,093	3,987,247
2037-2041	2,511,508	369,960	2,881,468
2042	95,803	2,156	97,959
Total	$ 9,571,060	$ 6,317,544	$ 15,888,604

Note Payable

	Principal	Interest	Total
Year ended June 30,			
2022	$ 529,251	$ 393,313	$ 922,564
2023	549,991	372,573	922,564
2024	571,543	351,021	922,564
2025	593,940	328,624	922,564
2026	617,214	305,349	922,563
2027-2031	3,468,393	1,144,427	4,612,820
2032-2036	4,125,352	409,464	4,534,816
Total	$ 10,455,684	$ 3,304,771	$ 13,760,455

6. DEFINED CONTRIBUTION RETIREMENT PLAN

Pioneer established the Pioneer Community Energy 457(b) Plan (the Plan), a defined contribution retirement plan, to provide benefits at retirement for its employees. The Plan is administered by a third-party retirement plan administrator. As of June 30, 2021, there were ten active plan members. Pioneer contributes a minimum of $1,000 per employee per month to the Plan and contributed a prorated amount of $141,000 and $48,000 in total during the fiscal years ended June 30, 2021 and 2020, respectively. Plan provisions and contribution levels are established and may be amended by the Pioneer Board at any time. The Plan does not create long-term liabilities such as those associated with defined benefit pension plans.

7. RELATED PARTY TRANSACTIONS

Placer County provides administrative and accounting services to Pioneer and allocates costs related to these services and facilities to Pioneer. For the fiscal years ended June 30, 2021 and 2020, Placer County incurred and charged $460,000 and $832,000, respectively, to Pioneer for salaries, benefits, overhead, operating costs and administrative services related to both the CCA and mPOWER Programs. Additionally, Placer County provides legal services to Pioneer for which Placer County incurred and charged Pioneer $143,000 and $124,000 for salaries, benefits and related overhead for the fiscal years ended June 30, 2021 and 2020, respectively.

Conversely, Pioneer also incurred and charged Placer County for administrative collections costs related to mPOWER assessments. The amount charged by Pioneer to Placer County was $19,000 and $37,000 for the years ended June 30, 2021 and 2020, respectively.

During the year ended June 30, 2021, Pioneer successfully transitioned to an in-house staffing model for key positions. This will significantly decrease the services Placer County will provide the CCA in future years, however, Placer County will continue to administer mPOWER collections and assessments.

8. RISK MANAGEMENT

Pioneer is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. During the year ended June 30, 2021, Pioneer purchased liability and property insurance from commercial carriers. Coverage includes property, general liability, errors and omissions and non-owned automobile. Pioneer has general liability coverage of $4,000,000 as well as $10,000,000 of cyber liability coverage. Deductibles on the various policies range from $0 to $10,000.

9. PURCHASE COMMITMENTS

In the ordinary course of business, Pioneer enters into various power purchase agreements in order to acquire renewable and other energy and electric capacity. The price and volume of purchased power may be fixed or variable. Variable pricing is generally based on the market price of either natural gas or electricity at the date of delivery. Variable volume is generally associated with contracts to purchase energy from as-available resources such as solar, wind, and hydro-electric facilities.

9. PURCHASE COMMITMENTS (Continued)

The following table details the obligations to purchase existing energy, renewable, and resource adequacy (RA) contracts as of June 30, 2021:

Year ending June 30,	
2022	$ 83,400,000
2023	75,600,000
2024	45,700,000
2025	29,000,000
2026	18,100,000
2027-36	79,700,000
Total	$ 331,500,000

As of June 30, 2021, Pioneer had outstanding non-cancelable commitments to professional service providers through June 2024, for services yet to be performed. Fees associated with these contracts are based on volumetric activity and are estimated to be approximately $3.3 million.

10. OPERATING LEASE

In May 2018, Pioneer entered into an 86-month non-cancelable lease for office space in Rocklin. The rental agreement is for a term of 88 months, with an option to renew for two consecutive terms of five years each, for a total of 10 years.

Rental expense under this lease was $116,000 and $112,000 for the years ended June 30, 2021 and 2020, respectively.

As of June 30, 2021, future minimum lease payments under this lease were projected as follows:

Year ending June 30,	
2022	$ 118,800
2023	122,300
2024	137,500
2025	141,600
2026	70,500
Total	$ 590,700

11. FUTURE GASB PRONOUNCEMENTS

The requirements of the following GASB Statements are effective for years ending after June 30, 2021:

GASB has approved GASB Statement No. 87, *Leases*, GASB 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements, GASB 96, Subscription-Based Information Technology Arrangements;* and GASB No. 97, *Certain Component Unit Criteria and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. When they become effective, application of these standards may restate portions of these financial statements.

12. SUBSEQUENT EVENT

In response to the COVID-19 pandemic, California created the California Arrearage Payment Program that will assist certain customers with utility bill relief for the period of March 2020 to June 2021. Pioneer is participating in that program, and it is anticipated that funding will be distributed in January 2022. Pioneer is estimating that it will receive approximately $1,400,000 that will be used to provide customer bill relief.

During May 2021, Pioneer moved its funds (with the exception of mPOWER funds) from the Placer County Treasury to a private bank. Pioneer had been operating under the Placer County Investment Policy, but in July 2021 the Board approved Pioneer's own Investment Policy that will govern Pioneer's deposits and investments.

The Pioneer Board directed the winding down of the mPOWER program and the last day applications could be submitted for funding was August 31, 2021. After the last application is approved and funded, the administration of the program will only be the administration of the assessments, servicing the outstanding bonds and any property lien pay offs. Placer County will staff the administration of these tasks on behalf of Pioneer.

PIONEER COMMUNITY ENERGY
SUPPLEMENTARY INFORMATION

COMBINING STATEMENTS OF NET POSITION
JUNE 30, 2021 AND 2020

	2021			2020		
	CCA Program	mPOWER Program	Total	CCA Program	mPOWER Program	Total
ASSETS						
Current assets						
Cash and cash equivalents	$ 26,001,679	$ 1,674,700	$ 27,676,379	$ 23,565,838	$ 1,371,542	$ 24,937,380
Restricted cash and investments	-	596,530	596,530	-	451,022	451,022
Accounts receivable, net of allowance	8,512,333	-	8,512,333	8,752,658	-	8,752,658
Accrued revenue	3,869,044	-	3,869,044	4,923,233	-	4,923,233
Other receivables	301,267	-	301,267	18,859	331,021	349,880
Interest receivable	-	102,674	102,674	-	158,433	158,433
Contractual assessment receivable	-	295,433	295,433	-	-	-
Prepaid expenses	475,586	-	475,586	165,548	-	165,548
Deposits	180,000	-	180,000	-	-	-
Total current assets	39,339,909	2,669,337	42,009,246	37,426,136	2,312,018	39,738,154
Noncurrent assets						
Deposits	3,192,759	-	3,192,759	3,029,660	-	3,029,660
Contractual assessments receivable	-	7,392,263	7,392,263	-	10,095,743	10,095,743
Total noncurrent assets	3,192,759	7,392,263	10,585,022	3,029,660	10,095,743	13,125,403
Total assets	42,532,668	10,061,600	52,594,268	40,455,796	12,407,761	52,863,557
LIABILITIES						
Current liabilities						
Accrued cost of energy	7,425,535	-	7,425,535	7,901,441	-	7,901,441
Accounts payable	326,898	18,150	345,048	254,268	382	254,650
Other accrued liabilities	144,230	23,829	168,059	50,632	32,123	82,755
Interest payable	33,545	103,447	136,992	22,044	157,329	179,373
Supplier security deposits	159,750	-	159,750	21,300	-	21,300
Energy surcharges due to other governments	161,498	-	161,498	-	-	-
Bonds payable	-	272,420	272,420	250,000	293,694	543,694
Note payable	529,251	-	529,251	-	-	-
Total current liabilities	8,780,707	417,846	9,198,553	8,499,685	483,528	8,983,213
Noncurrent liabilities						
Bonds payable	-	9,298,640	9,298,640	10,220,000	11,649,904	21,869,904
Note payable	9,926,433	-	9,926,433	-	-	-
Total noncurrent liabilities	9,926,433	9,298,640	19,225,073	10,220,000	11,649,904	21,869,904
Total liabilities	18,707,140	9,716,486	28,423,626	18,719,685	12,133,432	30,853,117
NET POSITION						
Unrestricted	23,825,528	345,114	24,170,642	21,736,111	274,329	22,010,440
Total net position	$ 23,825,528	$ 345,114	$ 24,170,642	$ 21,736,111	$ 274,329	$ 22,010,440

PIONEER COMMUNITY ENERGY
SUPPLEMENTARY INFORMATION

COMBINING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
YEARS ENDED JUNE 30, 2021 AND 2020

	2021			2020		
	CCA Program	mPOWER Program	Total	CCA Program	mPOWER Program	Total
OPERATING REVENUES						
Electricity sales, net	$ 81,929,623	$ -	$ 81,929,623	$ 79,558,745	$ -	$ 79,558,745
Service charges	-	667,820	667,820	-	948,938	948,938
Total operating revenues	81,929,623	667,820	82,597,443	79,558,745	948,938	80,507,683
OPERATING EXPENSES						
Cost of electricity	73,862,156	-	73,862,156	63,408,751	-	63,408,751
Contract services	3,582,863	145,991	3,728,854	3,438,886	91,749	3,530,635
Staff compensation	1,636,154	66,265	1,702,419	720,756	226,978	947,734
General and administration	384,881	9,365	394,246	500,305	11,574	511,879
Total operating expenses	79,466,054	221,621	79,687,675	68,068,698	330,301	68,398,999
Operating income	2,463,569	446,199	2,909,768	11,490,047	618,637	12,108,684
NONOPERATING REVENUES (EXPENSES)						
Investment gains (losses)	(74,209)	5,168	(69,041)	470,813	24,420	495,233
Interest and financing expense	(299,943)	(380,582)	(680,525)	(373,447)	(467,239)	(840,686)
Nonoperating revenues (expenses), net	(374,152)	(375,414)	(749,566)	97,366	(442,819)	(345,453)
CHANGE IN NET POSITION	2,089,417	70,785	2,160,202	11,587,413	175,818	11,763,231
Net position at beginning of year	21,736,111	274,329	22,010,440	10,148,698	98,511	10,247,209
Net position at end of year	$ 23,825,528	$ 345,114	$ 24,170,642	$ 21,736,111	$ 274,329	$ 22,010,440

PIONEER COMMUNITY ENERGY
SUPPLEMENTARY INFORMATION

COMBINING STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020

	2021			2020		
	CCA Program	mPOWER Program	Total	CCA Program	mPOWER Program	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from customers	$ 83,578,688	$ -	$ 83,578,688	$ 77,021,912	$ -	$ 77,021,912
Other operating receipts	168,042	652,866	820,908	21,300	879,592	900,892
Contractual assessment received, net	-	2,757,926	2,757,926	-	12,146	12,146
Payments to suppliers for electricity	(75,277,415)	-	(75,277,415)	(59,344,640)	-	(59,344,640)
Payments for goods and services	(3,857,269)	(130,925)	(3,988,194)	(3,962,821)	(105,157)	(4,067,978)
Payments for staff compensation	(1,555,765)	(66,267)	(1,622,032)	(720,756)	(226,979)	(947,735)
Payments of taxes and surcharges to other governments	(262,321)	-	(262,321)	(316,158)	-	(316,158)
Net cash provided by operating activities	2,793,960	3,213,600	6,007,560	12,698,837	559,602	13,258,439
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Note payable proceeds	10,500,000	-	10,500,000	-	-	-
Bond proceeds	-	-	-	-	590,429	590,429
Principal paid on long-term debt	(10,514,314)	(2,372,538)	(12,886,852)	(3,935,000)	124,651	(3,810,349)
Interest and related expenses payments	(288,442)	(434,464)	(722,906)	(381,733)	(435,523)	(817,256)
Net cash provided (used) by noncapital financing activities	(302,756)	(2,807,002)	(3,109,758)	(4,316,733)	279,557	(4,037,176)
CASH FLOWS FROM INVESTING ACTIVITIES						
Investment income received (paid)	(55,363)	42,068	(13,295)	476,867	26,109	502,976
Net change in cash and cash equivalents	2,435,841	448,666	2,884,507	8,858,971	865,268	9,724,239
Cash and cash equivalents at beginning of year	23,565,838	1,822,564	25,388,402	14,706,867	957,296	15,664,163
Cash and cash equivalents at end of year	$ 26,001,679	$ 2,271,230	$ 28,272,909	$ 23,565,838	$ 1,822,564	$ 25,388,402
Reconciliation to the Statement of Net Position						
Cash and cash equivalents-current	$ 26,001,679	$ 1,674,700	$ 27,676,379	$ 23,565,838	$ 1,371,542	$ 24,937,380
Restricted cash and investments	-	596,530	596,530	-	451,022	451,022
Cash and investments	$ 26,001,679	$ 2,271,230	$ 28,272,909	$ 23,565,838	$ 1,822,564	$ 25,388,402

YEARS ENDED JUNE 30, 2021 AND 2020

Reconciliation of Operating Income to Net Cash Provided by Operating Activities

	2021			2020		
	CCA Program	mPOWER Program	Total	CCA Program	mPOWER Program	Total
Operating income	$ 2,463,571	$ 446,197	$ 2,909,768	$ 11,490,047	$ 618,637	$ 12,108,684
Adjustments to reconcile operating income to net cash provided by operating activities:						
Revenue adjusted for allowance for uncollectible accounts	1,507,096	-	1,507,096	505,787	-	505,787
(Increase) decrease in:						
Accounts receivable	(1,266,772)	-	(1,266,772)	(2,025,576)	-	(2,025,576)
Accrued revenue	1,054,189	-	1,054,189	(1,255,659)	-	(1,255,659)
Other receivables	(3,059,180)	2,757,926	(301,254)	-	12,146	12,146
Prepaid expenses	(310,039)	-	(310,039)	1,912,039	-	1,912,039
Deposits	(343,099)	-	(343,099)	-	-	-
Contractual assessments receivable	2,757,600	-	2,757,600	-	-	-
Increase (decrease) in:						
Accrued cost of electricity	(475,905)	-	(475,905)	2,291,730	-	2,291,730
Accounts payable	141,897	17,771	159,668	(68,988)	(214)	(69,202)
Other accrued liabilities	93,924	(8,294)	85,630	45,358	(70,967)	(25,609)
Energy surcharges due to other governments	92,228	-	92,228	(77,541)	-	(77,541)
Supplier security deposits	138,450	-	138,450	(118,360)	-	(118,360)
Net cash provided by operating activities	$ 2,793,960	$ 3,213,600	$ 6,007,560	$ 12,698,837	$ 559,602	$ 13,258,439

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To the Board of Directors
Pioneer Community Energy
Auburn, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Pioneer Community Energy (Pioneer), as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise Pioneer's basic financial statements, and have issued our report thereon dated January 14, 2022.

Internal Control over Financial Reporting

In planning and performing our audits of the financial statements, we considered Pioneer's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Pioneer's internal control. Accordingly, we do not express an opinion on the effectiveness of Pioneer's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Pioneer's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* (continued)

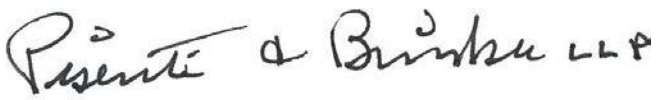
Independent Auditor's Report (continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pioneer's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audits, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Pioneer's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Pioneer's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Santa Rosa, California
January 14, 2022

APPENDIX C

DEFINITIONS OF CERTAIN TERMS

"*Account*" or "*Accounts*" means, as the case may be, each or all of the Accounts established under the Indenture.

"*Acquisition Account*" means the Acquisition Account in the Project Fund established under the Indenture.

"*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.

"*Additional Termination Payment*" means, an amount equal to the net present value of the quantity of Electricity that would have been delivered over the remaining term of the then-current Reset Period absent such early termination, multiplied by a fixed price per MWh.

"*Administrative Fee*" means $0.50 per MWh.

"*Administrative Fee Fund*" means the Administrative Fee Fund established under the Indenture.

"*Alternate Liquidity Facility*" means a Liquidity Facility for a Series of Bonds delivered to the Trustee in substitution for a Liquidity Facility then in effect with respect to such Bonds.

"*APC Contract Price*" means the price payable (in $/MWh) for Electricity under an applicable Assigned PPA.

"*Applicable Factor*" means (a) with respect to the initial issuance of a Series of Bonds bearing interest at a SOFR Index Rate, the percentage or factor of the SOFR Index determined by the Underwriter and specified in the Index Rate Determination Certificate for such Series of Bonds, or (b) with respect to a Series of Bonds for which the Interest Rate Period is being converted to a SOFR Index Rate Period (including a change in such Interest Rate Period from one SOFR Index Rate Period to another SOFR Index Rate Period), the percentage or factor of the SOFR Index determined by the Remarketing Agent and specified in the applicable Index Rate Determination Certificate or Index Rate Continuation Notice, provided in each case that CCCFA delivers to the Trustee a Favorable Opinion of Bond Counsel addressing the selection of such percentage or factor. The Applicable Factor shall be determined by the Underwriter or the Remarketing Agent, as applicable, in accordance with the Indenture and included in the applicable Index Rate Determination Certificate, and once determined shall remain constant for the duration of the applicable SOFR Index Rate Period.

"*Applicable Project*" means the applicable project to which an Assigned PPA applies.

"*Applicable Spread*" means, with respect to a Series of Bonds for which the Initial Interest Rate Period is an Index Rate Period, or for any Series of Bonds for which the Interest Rate Period is converted to an Index Rate Period, the margin or spread, which may be positive or negative, determined by the Underwriter or the Remarketing Agent in accordance with the Indenture on or prior to the Issue Date or Conversion Date for such Series of Bonds, as applicable, and specified in the applicable Supplemental Indenture or Index Rate Determination Certificate, as applicable, which shall be added to the applicable Index to determine the Index Rate. The Applicable Spread shall remain constant for the duration of the applicable Index Rate Period.

"*Applicable Tax-Exempt Municipal Bond Rate*" means, for the Tax-Exempt Bonds of any maturity, the "Comparable AAA General Obligations" yield curve rate for the year of such maturity or Mandatory Purchase Date, as applicable, as published by Refinitiv Global Markets, Inc. one Business Day 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 Refinitiv Global Markets, Inc. and is available to its subscribers through its internet address: www.tm3.com. In calculating the Applicable Tax-Exempt Municipal Bond Rate, should Refinitiv Global Markets, Inc. no longer publish the "Comparable AAA General Obligations" yield curve rate, then the Applicable Tax-Exempt Municipal Bond Rate shall equal the Consensus Scale yield curve rate for the applicable year. The Consensus Scale yield curve rate is made available daily by Municipal Market Analytics, Inc. and is available to its subscribers through its internet address: www.mma-research.com. In the further event Municipal Market Analytics, Inc. no longer publishes the Consensus Scale, the Applicable Tax Exempt Municipal Bond Rate shall be determined by a major market maker in municipal securities, as the quotation agent, based upon the rate per annum equal to the annual yield to maturity, calculated using semi-annual compounding, of those tax exempt general obligation bonds rated in the highest Rating Category by Moody's and S&P with a maturity date equal to the stated maturity date or Mandatory Purchase Date, as applicable, of such Bonds having characteristics (other than the ratings) most comparable to those of such Bonds in the judgment of the quotation agent. The quotation agent's determination of the Applicable Tax-Exempt Municipal Bond Rate shall be final and binding in the absence of manifest error on all parties and may be conclusively relied upon in good faith by the Trustee.

"*Assigned Delivery Point*" means the delivery point specified in the applicable Assignment Schedule for Assigned Electricity delivered under the Master Power Supply Agreement.

"*Assigned Discounted Energy*" means, for any month, the lesser of (i) the total quantity of Assigned Electricity delivered under the Clean Energy Purchase Contract in such month and (ii) the aggregate Assigned Prepay Quantities for such month.

"*Assigned Electricity*" means energy delivered to J. Aron pursuant to Assigned Rights and Obligations.

"*Assigned PAYGO Electricity*" means, for any month, the amount, if any, (i) the total quantity of Assigned Electricity (in MWh) under the Clean Energy Purchase Contract in such month that exceeds (ii) the aggregate Assigned Discounted Energy for such month, together with any associated assigned RECs.

"*Assigned PAYGO Quantities*" means the portion of Assigned Quantities consisting of Assigned PAYGO Electricity.

"*Assigned PPA FM Remarketing Event*" means with respect to an Assigned PPA, none of the Assigned Prepay Quantity is actually delivered under such Assigned PPA for six consecutive months due to Force Majeure. The Assigned PPA FM Remarketing Event shall be in effect until such Assigned PPA has delivered 95% or more of the Assigned Prepay Quantity for three consecutive months.

"*Assigned PPAs*" means the Initially Assigned PPAs, and any future power purchase contracts assigned to J. Aron by the Project Participant.

"*Assigned Prepay Quantity*" means Prepaid Electricity delivered in connection with the Assigned Rights and Obligations.

"*Assigned Prepay Value*" means the Assigned Prepay Quantities multiplied by the APC Contract Price.

"*Assigned Product Reimbursement Payment*" means amounts due to the Project Participant under the Clean Energy Purchase Contract to the extent that (i) J. Aron fails to pay when due any J. Aron Prepay Payment, and (ii) the Project Participant makes a payment for such amounts to the PPA Seller under the applicable Assigned PPA, upon notice of which CCCFA shall make a payment to the Project Participant in the amount of such non-payment.

"*Assigned Quantity*" means, with respect to each Month during an Assignment Period, the quantity of Assigned Electricity delivered in connection with the Assigned Electricity during such Month.

"*Assigned Rights and Obligations*" means the portion of the Project Participant's rights and obligations to receive certain quantities of renewable energy, including Energy, RECs, and other related products delivered under the Initially Assigned PPAs.

"*Assignment Agreement*" means each agreement pursuant to which the Project Participant assigns Assigned Rights and Obligations to J. Aron.

"*Assignment Payment*" means any payment received from the Electricity Supplier in connection with an assignment of the Master Power Supply Agreement to a replacement product supplier.

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

"*Assignment Period,*" for any Assigned Rights and Obligations, has the meaning specified in the applicable Assignment Agreement.

"*Assignment Schedule*" means, in connection with each Assignment Agreement, a schedule establishing, among other things, the Assignment Period, the Assigned Delivery Point, the description of the Applicable Project, and the Assigned Prepay Quantity.

"*Authorized Denominations*" means with respect to any Term Rate Period or Index Rate Period, $5,000 and any integral multiple thereof.

"*Authorized Officer*" means (a) the Treasurer/Controller of CCCFA, and (b) any other person or persons designated by the Board by resolution to act on behalf of CCCFA under the Indenture. The designation of such person or persons shall be evidenced by a Written Certificate of CCCFA delivered to a Responsible Officer of the Trustee containing the specimen signature of such person or persons and signed on behalf of CCCFA by its Treasurer/Controller. Such designation as an Authorized Officer shall remain in effect until a Responsible Officer of the Trustee receives actual written notice from CCCFA to the contrary, accompanied by a new certificate.

"*Automatic Electricity Delivery Termination Event*" means the events listed as such in the Master Power Supply Agreement.

"*Automatic Non-Default Termination Event*" means an event under the Electricity Purchase, Sale and Service Agreement that shall occur upon an Electricity Delivery Termination Date under the Master Power Supply Agreement.

"*Available Discount Percentage*" means the amount of the discount (as a percentage) that is available for sales of Electricity to the Project Participant during each Reset Period.

"*Base Delivery Point*" means the delivery point for Base Quantities specified in the Master Power Supply Agreement, or an alternate delivery point mutually agreed to by the Electricity Supplier, CCCFA, and the Project Participant.

"*Base Quantities*" means Electricity required to be delivered or remarketed by the Electricity Supplier in the event an Assigned PPA terminates or otherwise there are Assigned PPAs of insufficient quantities to meet the planned volumes of Prepaid Electricity.

"*Base Quantity Reduction*" means the revision of Base Quantities to reflect any Replacement Assigned Rights and Obligations.

"*Beneficial Owner*" means, with respect to Bonds registered in the Book-Entry System, any Person who acquires a beneficial ownership interest in a Bond held by the Securities Depository, and the term "Beneficial Ownership" shall be interpreted accordingly.

"*Billing Statement*" means a monthly billing statement provided by CCCFA to the Project Participant indicating (i) the total amount due to CCCFA for Electricity delivered in the prior month, (ii) any other amounts due to CCCFA or the Project Participant in connection with the Clean Energy Purchase Contract with respect to the prior months, and (iii) the net amount due to CCCFA or the Project Participant.

"*Board*" means the Board of Directors of CCCFA, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the power and duties granted or imposed by the Indenture shall be given by law. Any entity succeeding to the functions, powers or duties of the Board shall be identified in a Written Notice of CCCFA delivered to the Trustee.

"*Bond*" or "*Bonds*" means any of the Series 2023A Bonds and any Refunding Bonds authorized by the Indenture and at any time Outstanding pursuant to the Indenture.

"*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 or (b) principal of the Bonds is payable at maturity or pursuant to Sinking Fund Installments.

"*Bond Purchase Fund*" means the fund by that name established under the Indenture including the Remarketing Proceeds Account and Issuer Purchase Account therein.

"*Bond Registrar*" means the Trustee and any other bank or trust company organized under the laws of any state of the United States of America or national banking association appointed by CCCFA to perform the duties of Bond Registrar under the Indenture.

"*Bondholder*" or "*Holder of Bonds*" or "*Holder*" or "*Owner*" means any Person who shall be the registered owner of any Bond or Bonds.

"*Book-Entry System*" means the system maintained by the Securities Depository and described in the Indenture.

"*Business Day*" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York or the cities in which are located the designated corporate trust offices of the Trustee, the Custodian or the Calculation Agent or the designated 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 and the SOFR 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.

"*Calculation Agent*" means, with respect to any Series of Bonds bearing interest at an Index Rate, the Calculation Agent with respect to such Series of Bonds appointed by CCCFA, with written notice to the Trustee, pursuant to the applicable Calculation Agent Agreement and the Indenture. The initial Calculation Agent shall be U.S. Bank Trust Company, National Association.

"*Calculation Agent Agreement*" means, with respect to any Series of Bonds bearing interest at an Index Rate, such agreement as is entered into by the applicable Calculation Agent and CCCFA with respect to such Series of Bonds providing for the determination of the applicable Index Rate in accordance with the Indenture, as originally executed or as it may from time to time be supplemented, modified or amended pursuant to the terms thereof and the Indenture, as applicable.

"*Call Receivable*" means the aggregate of any Elective Call Receivable and Swap Deficiency Call Receivable.

"*CBI*" means Climate Bonds Initiative.

"*CCA*" means community choice aggregator.

"*CCCFA*" means California Community Choice Financing Authority, a joint powers authority organized pursuant to the laws of the State of California, including without limitation, the Act.

"*CCCFA Commodity Swap*" means the commodity swap between CCCFA and the Commodity Swap Counterparty.

"*CCCFA Custodial Agreement*" means the Custodial Agreement, dated as of the Initial Issue Date among CCCFA, the Trustee, the Custodian and the Commodity Swap Counterparty.

"*CEC*" means California's State Energy Resources Conservation and Development Commission, also known as the California Energy Commission, and any successor agency thereto.

"*Claiming Party*" means the party that is prevented by Force Majeure from carrying out their obligations under the applicable agreement.

"*Clean Energy Project*" means CCCFA's purchase of Electricity pursuant to the Master Power Supply Agreement and related contractual arrangements and agreements, and the purchase of any Electricity to replace Electricity not delivered as required pursuant to the Master Power Supply Agreement.

"*Clean Energy Project Operational Services Agreement*" means that certain Clean Energy Project Operational Services Agreement, dated as of January 4, 2023, between CCCFA and Pioneer, as the same may be amended from time to time.

"*Clean Energy Purchase Contract*" means the Clean Energy Purchase Contract, dated as of January 4, 2023, between CCCFA and Pioneer, as amended, modified or supplemented from time to time in accordance with the terms thereof and the Indenture.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*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 party under the applicable agreement, such efforts as a reasonably prudent Person would undertake for the protection of its own interest under the conditions affecting such purchase or sale or other action, including without limitation, the amount of notice of the need to take such action, the duration and type of the purchase or sale or other action, the competitive environment in which such purchase or sale or other action occurs, and the risk to the party required to take such action.

"*Commodity Reserve Account*" means the Commodity Reserve Account in the Project Fund established under the Indenture.

"*Commodity Reserve Account Investment Agreement*" means any commodity reserve account investment 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 Commodity Reserve Account of the Project Fund.

"*Commodity Swap Counterparty*" means, with respect to the initial Commodity Swap, Royal Bank of Canada, and any of their successors and assigns, including any counterparty to a replacement Commodity Swap that meets the requirements of the Indenture.

"*Commodity Swap Payments*" means, as of each scheduled payment date specified in a Commodity Swap, the amounts, if any, payable to the Commodity Swap Counterparty by CCCFA (including any amounts paid by the Custodian pursuant to the CCCFA Custodial Agreement); provided that, upon an early termination of a Commodity Swap, Commodity Swap Payments shall not include any amounts other than Unpaid Amounts due to a Commodity Swap Counterparty.

"*Commodity Swap Receipts*" means, as of each scheduled payment date specified in a Commodity Swap, the amount, if any, payable to CCCFA by the Commodity Swap Counterparty (including any amounts paid to the Trustee pursuant to Electricity Supplier Custodial Agreement).

"*Commodity Swap*" means the ISDA Master Agreement, Schedule and Confirmation between CCCFA and the Commodity Swap Counterparty, or any replacement agreement permitted by the Indenture, pursuant to which CCCFA will pay to the Commodity Swap Counterparty an index-based floating price and the Commodity Swap Counterparty will pay to CCCFA a fixed price in relation to the daily quantities of Electricity to be delivered under the Master Power Supply Agreement.

"*Continuing Disclosure Undertaking*" means the Continuing Disclosure Undertaking entered into by CCCFA, as the same may be amended from time to time, with a Written Instrument of CCCFA delivered to the Trustee.

"*Contract Price*" means: (i) with respect to Base Quantities for any Delivery Hour, means the (a) the Day-Ahead Market Price for such Delivery Hour at the Base Delivery Point, less (b) the product of a fixed price (in MWh) paid to the Electricity Supplier by CCCFA for increased Base Quantities under the Master Power Supply Agreement, multiplied by the Monthly Discount Percentage; (ii) with respect to Assigned Discounted Energy, (A) the applicable APC Contract Price(s) multiplied by (B) the result of 100% less the Monthly Discount Percentage; and (iii) with respect to Assigned PAYGO Electricity, the APC Contract Price(s), provided that Assigned PAYGO Electricity may be subject to an aggregate discount in a month in accordance with the Clean Energy Purchase Contract.

"*Conversion*" means (a) a conversion of a Series of Bonds from one Interest Rate Period to another Interest Rate Period, and (b) with respect to a Series of Bonds bearing interest at an Index Rate, the establishment of a new Index, a new Index Rate and/or a new Index Rate Period.

"*Conversion Date*" means the effective date of a Conversion of a Series of Bonds.

"*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 Master Power Supply Agreement;

(b) the amount for deposit into the Debt Service Account for capitalized interest on the Bonds, with such interest being calculated in accordance with the definition of "Debt Service";

(c) the amounts for deposit into the Debt Service Reserve Account and the Commodity Reserve Account to meet the Debt Service Reserve Requirement and the Minimum Amount, respectively;

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

(e) the costs and expenses incurred in the issuance and sale of the Bonds, including, without limitation, legal, financial advisory, accounting, engineering, consulting, 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; and

(f) with respect to any Series of Refunding Bonds, the amounts necessary to purchase, redeem and discharge the 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, the Debt Service Reserve Account and the Commodity Reserve Account, and all other costs and expenses incurred in connection with such Series of Refunding Bonds, including the costs and expenses described in (d) and (e) above.

"*CP Interest Term*" means, with respect to any Bond of a Series of Bonds in the Commercial Paper Interest Rate Period, each period established in accordance with the Indenture during which such Bond bears interest at a CP Interest Term Rate.

"*CP Interest Term Rate*" means, with respect to any Bond of a Series of Bonds in the Commercial Paper Interest Rate Period, the interest rate established periodically for each CP Interest Term in accordance with the Indenture.

"*Custodial Agreements*" means, together, the Electricity Supplier Custodial Agreement and the CCCFA Custodial Agreement.

"*Custodian*" means U.S. Bank Trust Company, National Association, as custodian under each of the CCCFA Custodial Agreement, the Electricity Supplier Custodial Agreement and the PPA Payment Custodial Agreement, 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.

"*Daily Remarketing Notice*" means a Remarketing Notice designated as such by CCCFA or the Project Participant if such Remarketing Notice is delivered to the Electricity Supplier not later than three Business Days prior to the first day in which it applies.

"*Day-Ahead Market Price*" is the day-ahead market price for the delivery point specified in the Master Power Supply Agreement.

"*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 Account Investment Agreement*" means any debt service account investment 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.

"*Debt Service Fund*" means the Debt Service Fund established under the Indenture.

"*Debt Service Reserve Account*" means the Debt Service Reserve Account in the Debt Service Fund established under the Indenture.

"*Debt Service Reserve Account Investment Agreement*" means any debt service reserve account investment 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 Reserve Account of the Debt Service Fund.

"*Debt Service Reserve Requirement*" means $5,700,000.

"*Deemed Remarketing Notice*" means any notice to remarket Base Quantities given by CCCFA, or deemed to be given by CCCFA, other than a Daily Remarketing Notice or a Monthly Remarketing Notice.

"*Defaulted Interest*" means any interest on any Bond which is payable, but is not punctually paid or duly provided for on any Interest Payment Date.

"*Defeasance Securities*" means (a) Government Obligations, and (b) 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 Hour*" means the hour designated as such under the Master Power Supply Agreement.

"*Delivery Period*" means the period commencing on June 1, 2023 and continuing in effect until the end of the day on October 31, 2053 or earlier upon the occurrence of an Electricity Delivery Termination Date.

"*Delivery Point*" means the Base Delivery Point and the Assigned Delivery Point, as applicable.

"*Disqualified Sale Proceeds*" means proceeds from the sale of Disqualified Sale Units.

"*Disqualified Sale Units*" means the total quantity of proceeds from sales of Electricity received under the Clean Energy Purchase Contract that (i) were sold by the Project Participant to any Person in a transaction that does not comply with the Qualifying Use Requirements and (ii) have not been remediated by Project Participant by applying such proceeds to purchase Electricity that are used in compliance with the Qualifying Use Requirements.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors and assigns.

"*Early Termination Payment Date*" means the last Business Day of the first Month that commences after a Termination Payment Event; provided that, in the case of a Termination Payment Event due to a Failed Remarketing, the Early Termination Payment Date shall be the last Business Day of the then-current Interest Rate Period.

"*Elective Call Option Notice*" means written notice to the Trustee of the Electricity Supplier's intent to purchase Elective Call Receivables.

"*Elective Call Receivables*" means the receivables relating to any payment default under the Clean Energy Purchase Contract that does not result in a Swap Payment Deficiency.

"*Elective Call Receivables Amount*" means amounts sufficient to fund any Swap Payment Deficiency.

"*Elective Call Receivables Offer*" means a written offer from the Trustee to sell to the Electricity Supplier sufficient Elective Call Receivables to fund any Swap Payment Deficiency.

"*Electricity*" means Energy, renewable energy, RECs, and other related products.

"*Electricity Delivery Termination Date*" means a date that will occur automatically upon the occurrence of a Termination Payment Event or an Automatic Electricity Delivery Termination Event, or the date designated by the Electricity Supplier if an Optional Electricity Delivery Termination Event has occurred and is continuing, upon which the Delivery Period will end and CCCFA's and the Electricity Supplier's respective obligations to receive and deliver Electricity under the Master Power Supply Agreement will terminate.

"*Electricity Delivery Termination Event*" means an Automatic Electricity Delivery Termination Event or an Optional Electricity Delivery Termination Event.

"*Electricity Purchase, Sale and Service Agreement*" means that certain Electricity Purchase, Sale and Service Agreement, dated as of January 4, 2023, by and between the Electricity Supplier and J. Aron.

"*Electricity Supplier*" means Aron Energy Prepay 15 LLC, a Delaware limited liability company.

"*Electricity Supplier Capital Account*" means the capital account established with the Master Custodian under the Electricity Supplier Master Custodial Agreement.

"*Electricity Supplier Commodity Swap*" means the ISDA Master Agreement, Schedule and Confirmation between the Electricity Supplier and the Commodity Swap Counterparty, or any replacement agreement entered into consistent with the terms of the Master Power Supply Agreement, pursuant to which the Commodity Swap Counterparty will pay to the Electricity Supplier an index based floating price and the Electricity Supplier will pay to the Commodity Swap Counterparty a fixed price in relation to the daily quantities of Electricity to be delivered under the Master Power Supply Agreement.

"*Electricity Supplier Custodial Agreement*" means the Custodial Agreement, dated as of the Initial Issue Date among the Electricity Supplier, the Trustee, the Custodian and the Commodity Swap Counterparty.

"*Electricity Supplier Default*" means the events listed as such in the Electricity Purchase, Sale and Service Agreement.

"*Electricity Supplier Documents*" means (i) the Master Power Supply Agreement, (ii) the Electricity Purchase, Sale and Service Agreement and the related guaranty of The Goldman Sachs Group, Inc., and any agreement entered into by the Electricity Supplier in replacement thereof, (iii) the Funding Agreement, (iv) the Electricity Supplier Master Custodial Agreement, (v) the Electricity Supplier LLCA, and (vi) the Electricity Supplier Commodity Swap.

"*Electricity Supplier LLCA*" means the Amended and Restated Limited Liability Company Agreement of the Electricity Supplier, dated as of December 6, 2022.

"*Electricity Supplier Master Custodial Agreement*" means that certain SPE Master Custodial Agreement, dated as of December 6, 2022, by and among the Electricity Supplier, J. Aron, CCCFA, and the Master Custodian, as the same may be amended, modified or supplemented from time to time.

"*Electricity Supplier Put Receivables Account*" means the put receivables account established with the Master Custodian under the Electricity Supplier Master Custodial Agreement.

"*Electricity Supplier Revenue Account*" means the revenue account established with the Master Custodian under the Electricity Supplier Master Custodial Agreement.

"*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 MWh.

"*Energy Documents*" means (a) the Master Power Supply Agreement, (b) the Electricity Supplier Commodity Swap, (c) the Re-Pricing Agreement, and (d) the Electricity Purchase, Sale and Service 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 which can be purchased in compliance with applicable EPS standards.

"*EPS Energy Period*" means the J. Aron EPS Energy Period, together with an Assignment Period.

"*EPSSA Early Termination Date*" means, upon a J. Aron Default or an Electricity Supplier Default, a date designated by the non-defaulting party as the early termination date of the Electricity Purchase, Sale and Service Agreement.

"*EPSSA Guaranty*" means GSG's guarantee of J. Aron's payment obligations under the Electricity Purchase, Sale and Service Agreement.

"*Extraordinary Expenses*" means extraordinary and nonrecurring expenses. Any amounts, other than Unpaid Amounts, payable by CCCFA upon an early termination of a Commodity Swap shall constitute an Extraordinary Expense.

"*Failed Remarketing*" means the failure (i) of the Trustee to receive the Purchase Price, or to have on deposit in the Bond Purchase Fund amounts sufficient and available to pay the Purchase Price, of any Bond required to be purchased on a Mandatory Purchase Date by 12:00 noon New York City time on the fifth Business Day preceding such Mandatory Purchase Date or (ii) to purchase or redeem such Bond in whole by such Mandatory Purchase Date (including from any funds on deposit in the Assignment Payment Fund and required to be used for such redemption).

"*Favorable Opinion of Bond Counsel*" means an Opinion of Bond Counsel to the effect that an action proposed to be taken is not prohibited by the Indenture and will not, in and of itself, cause interest on the applicable Bonds to be included in gross income for purposes of federal income taxation.

"*Federal Tax Certificate*" means the executed Federal Tax Certificate delivered by the Project Participant in the form attached to the Clean Energy Purchase Contract.

"*FERC*" means the Federal Energy Regulatory Commission or any successor thereto.

"*Fiduciary*" or "*Fiduciaries*" means the Trustee, the Paying Agents, the Bond Registrar, the Custodian, the Calculation Agent or any or all of them, as may be appropriate.

"*Final Fixed Rate Conversion Date*" means, with respect to a Series of Bonds, the date on which such Bonds begin to bear interest for a Term Rate Period which extends to the Final Maturity Date for such Series of Bonds.

"*Final Maturity Date*" means (a) with respect to the Series 2023A Bonds, December 1, 2053, and (b) with respect to any other Series of Bonds, the final Maturity Date set forth in the related Supplemental Indenture.

"*Final Payment Amount*" means the scheduled final payment due from the Funding Recipient under the Funding Agreement upon (a) a default by GSG in the payment of the Scheduled Amounts that is not cured within 30 days or (b) certain insolvency events with respect to GSG.

"*Fiscal Year*" means with respect to CCCFA (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 Instrument of CCCFA delivered to the Trustee.

"*Force Majeure*" means, under the Master Power Supply Agreement, an event or circumstance which prevents one party from performing its obligations under such agreement, which event or circumstance was not anticipated as of the date of the execution of such agreement, 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 include, provided the criteria in the first sentence are met, riot, insurrection, war, labor dispute, natural disaster, vandalism, terrorism, and sabotage. *Force Majeure* shall not be based on (i) the loss of CCCFA's markets; (ii) CCCFA's inability economically to use or resell the Electricity purchased under such agreement; (iii) the delay, loss or failure of Electricity Supplier's supply; or (iv) Electricity Supplier's ability to sell the Electricity at a higher price. Neither party may raise a claim of *Force Majeure* based in whole or in part on curtailment by a Transmission Provider unless (x) such party has contracted for firm transmission with such Transmission Provider for the Electricity to be delivered to or received at the applicable Delivery Point and (y) 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. For the avoidance of doubt, and notwithstanding anything in the Master Power Supply Agreement to the contrary, (I) the declaration of force majeure by a PPA Seller under a PPA or the declaration of "*Force Majeure*" by the Project Participant under the Clean Energy Purchase Contract shall each constitute *Force Majeure* under the Master Power Supply Agreement, and (II) to the extent that an Assignment Agreement is terminated early, such termination shall constitute *Force Majeure* with respect to the Electricity Supplier under the Master Power Supply Agreement until the earlier of (A) the commencement of an Assignment Period under a replacement Assignment Agreement, (B) the commencement of a J. Aron EPS Energy Period or (C) the end of the first month following the month in which the termination of the Assignment Agreement occurs. The definition of "*Force Majeure*" under the Clean Energy Purchase Contract is substantially similar to the above description from the Master Power Supply Agreement, provided that with respect to those actions or inactions of CCCFA described in (i) and (ii) above refer to the Project Participant, those actions or inactions of the Electricity Supplier described in (iii) and (iv) above refer to CCCFA, and the circumstances described in clause (II) as constituting a Force Majeure with respect to the Electricity Supplier shall constitute a Force Majeure with respect to CCCFA under the Clean Energy Purchase Contract.

"*Fund*" or "*Funds*" means, as the case may be, each or all of the Funds established under the Indenture.

"*Funding Agreement*" means initially that certain Term Loan Agreement, dated as of January 4, 2023, by and between Electricity Supplier, as lender, and the Funding Recipient, as borrower, and any replacement agreement entered into for a subsequent Reset Period.

"*Funding Recipient*" means initially The Goldman Sachs Group, Inc., or its successors to or permitted assignees of the Funding Agreement.

"*Funding Recipient Acceleration Option*" means the exercise by Funding Recipient of any right it may have to prepay the outstanding amounts under the Funding Agreement following the designation of an Electricity Delivery Termination Date.

"*General Reserve Fund*" means the General Reserve Fund established under the Indenture.

"*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;

(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.

"*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.

"*GSG*" means The Goldman Sachs Group, Inc. or its successors to or permitted assignees of the GSG Guaranty.

"*Increased Interest Rate*" means (i) during the Initial Interest Rate Period, with respect to Tax-Exempt Bonds in a Term Rate Period, an interest rate equal to 8.00% per annum, (ii) during the Initial Interest Rate Period, with respect to Tax-Exempt Bonds in an Index Rate Period, an interest rate equal to the applicable Index Rate plus 3.00% per annum and (iii) during any subsequent Interest Rate Period, the rate (if any) set forth in a Supplemental Indenture or Written Direction of the CCCFA to the Trustee with respect to such Interest Rate Period, which rate shall not exceed the maximum rate of interest permitted by applicable law; provided that the Increased Interest Rate shall be payable only to the extent CCCFA receives payments from the Electricity Supplier pursuant to the Master Power Supply Agreement.

"*Increased Interest Rate Period*" means, with respect to any Series of Bonds, the period from and including the date on which a Ledger Event occurs to but not including the earlier of (a) the date on which a Termination Payment Event occurs, (b) the Mandatory Purchase Date or any prior redemption date with

respect to a Series of Bonds and (c) the Interest Payment Date with respect to such Series of Bonds immediately succeeding the last date on which J. Aron paid the Ledger Event Payments.

"*Indenture*" means the Trust Indenture, dated as of January 1, 2023, as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms thereof.

"*Independent Consultant*" means an independent accounting firm, investment banking firm, or municipal advisor retained by CCCFA.

"*Index*" means the SOFR Index or the SIFMA Index, as applicable.

"*Index Rate*" means a SOFR Index Rate or a SIFMA Index Rate, as applicable.

"*Index Rate Determination Certificate*" means a written notice delivered by CCCFA to the Trustee pursuant to the Indenture.

"*Index Rate Period*" means, with respect to a Series of Bonds, an Interest Rate Period during which the bonds of such Series bear interest at an Index Rate.

"*Index Rate Reset Date*" means, with respect to a Series of Bonds bearing interest at an Index Rate, each date on which the applicable Index Rate is determined by the Calculation Agent based on the change in the applicable Index as of such date, which shall be the date or dates so specified in the applicable Index Rate Determination Certificate with respect to such Index Rate Period (including, by way of example and not limitation, Wednesday of each week, the first Business Day of each calendar month or the first Business Day of a calendar quarter).

"*Index Rate Tender Date*" means, with respect to any Index Rate Period for a Series of Bonds, the date so specified in the applicable Index Rate Determination Certificate with respect to such Index Rate, which date shall be a Mandatory Purchase Date pursuant to the Indenture and shall not be later than the Final Maturity Date. The Index Rate Tender Date shall always be a Business Day, unless such date is the Final Maturity Date. If a date (other than the Final Maturity Date) that is not a Business Day is specified as an Index Rate Tender Date, then the Index Rate Tender Date shall be the Business Day immediately following such specified date.

"*Initial Assigned Rights and Obligations*" means the Assigned Rights and Obligations that are expected to be assigned by the Project Participant to J. Aron concurrently with the Project Participant's execution of the Clean Energy Purchase Contract.

"*Initial Interest Rate Period*" means, with respect to the Series 2023A Bonds, the period from the Initial Issue Date to and including July 31, 2029; provided that in the event that all of the Series 2023A Bonds are redeemed (or purchased in lieu of redemption) pursuant to the Indenture, the Initial Interest Rate Period shall end on and as of the day of such redemption or purchase.

"*Initial Issue Date*" means the date of initial issuance and delivery of the Series 2023A Bonds.

"*Initially Assigned PPAs*" means the three power purchase agreements assigned by the Project Participant to J. Aron to deliver Electricity during the Initial Interest Rate Period, pursuant to limited assignments.

"*Interest Payment Date*" means, with respect to any Bond (a) during any Index Rate Period for such Bond, the first Business Day of each Month, except as otherwise provided by the Supplemental Indenture for such Bond, (b) during any Term Rate Period for such Bond, each February 1 and August 1, provided that the first Interest Payment Date for any Term Rate Period shall be at least ninety (90) days

from the first day of such period, (c) any redemption date for such Bond, (d) any Mandatory Purchase Date for the Bonds, and (e) the Maturity Date of the Bonds.

"*Interest Rate Period*" means a Daily Interest Rate Period, a Weekly Interest Rate Period, a Commercial Paper Interest Rate Period, a Term Rate Period or an Index Rate Period. Notwithstanding anything contained in the Indenture to the contrary, all Bonds of a Series shall at all times bear interest in the same Interest Rate Period.

"*Interest Rate Swap*" means (a) an ISDA Master Agreement, Schedule and each Confirmation thereunder between CCCFA and the Interest Rate Swap Counterparty, pursuant to which CCCFA agrees to make payments to the Interest Rate Swap Counterparty at a fixed rate of interest and the Interest Rate Swap Counterparty agrees to make payments to CCCFA at a floating rate equal to the rate of interest borne by a related Series of Bonds, in each case with a notional amount equal to the Outstanding principal amount of such Series of Bonds, and (b) any replacement interest rate swap agreement permitted by the Indenture, in each case as originally executed or as it may from time to time be supplemented, modified or amended pursuant to the terms thereof and the Indenture, as applicable.

"*Interest Rate Swap Counterparty*" means the counterparty to an Interest Rate Swap or replacement Interest Rate Swap, and any successor and assign thereof, that meets the requirements of the Indenture. The initial Interest Rate Swap Party shall be J. Aron.

"*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.

"*Investment Agreement*" means the Debt Service Account Investment Agreement, the Commodity Reserve Account Investment Agreement and the Debt Service Reserve Account Investment Agreement.

"*Investment Agreement Providers*" means providers of the Investment Agreements.

"*Issue Date*" means (a) with respect to the Series 2023A Bonds, the Initial Issue Date, and (b) with respect to any other Series of Bonds, the date of initial issuance and delivery of such Series.

"*Issuer Purchase Account*" means the Account by that name in the Bond Purchase Fund under the Indenture.

"J. Aron" means J. Aron & Company LLC, a New York limited liability company.

"*J. Aron Default*" means the events listed as such in the Electricity Purchase, Sale and Service Agreement.

"*J. Aron Electricity Fee*" means a specified fee calculated on the Assigned Prepay Value, payable by the Electricity Supplier to J. Aron under the Electricity Purchase, Sale and Service Agreement.

"*J. Aron EPS Energy Period*" means the period of J. Aron's obligation to exercise Commercially Reasonable Efforts to obtain EPS Compliant Energy for ultimate redelivery to the Project Participant pursuant to the Clean Energy Purchase Contract.

"*J. Aron Fixed Payment*" means, in respect of each Assigned PPA and each Month in an Assignment Period thereunder, the amount set forth for such Assigned PPA and Month in the PPA Payment Custodial Agreement.

"*J. Aron Prepay Payment*" means, in respect of each Monthly PPA Invoice, an amount determined by the Project Participant as the lesser of (a) the J. Aron Fixed Payment for the relevant Month and Assigned PPA, and (b) the actual quantity of Assigned Electricity reflected in such Monthly PPA Invoice multiplied by the contract price then in effect with respect to Electricity in the relevant Assigned PPA; provided that the J. Aron Prepay Payment shall be reduced by the face amount of any Receivable that is delivered by J. Aron to the Custodian pursuant to the PPA Payment Custodial Agreement.

"*J. Aron Subordinated Loan*" means the cash equity contribution, the initial subordinated loan and the contingent subordinate loan from J. Aron to the Electricity Supplier.

"*Law*" means any statute, law, rule or regulation or any written judicial or administrative decision, ruling or interpretation with respect thereto or thereof having the effect of the foregoing enacted, promulgated, or issued by a Government Agency whether in effect as of the execution date or at any time during the term of the Master Power Supply Agreement.

"*Ledger Event*" means the event that will occur if any non-complying Electricity remarketing sales are not remediated within two years and exceed certain cumulative limits.

"*Ledger Event Payments*" means amounts required to be paid by J. Aron pursuant to the Electricity Purchase, Sale and Service Agreement upon the occurrence of a Ledger Event.

"*Liquidity Facility*" means, with respect to a Series of Bonds, a standby bond purchase agreement, letter of credit or similar facility, which secures or guarantees the payment of principal of a Series of Bonds, and any Alternate Liquidity Facility provided in substitution of the foregoing.

"*Liquidity Facility Provider*" means, with respect to a Liquidity Facility for a Series of Bonds, the commercial bank or other financial institution providing the same and any other commercial bank or other financial institution issuing or providing (or having primary obligation for, or acting as agent for the financial institutions obligated under) an Alternate Liquidity Facility.

"*Loan Event of Default*" means each of the events listed as an event of default in the Funding Agreement.

"*Mandatory Purchase Date*" means August 1, 2029, which is the day following the last day of the Initial Interest Rate Period for the Bonds.

"*Master Custodian*" means initially The Bank of New York Mellon, a New York banking corporation, as custodian under the Electricity Supplier Master Custodial Agreement.

"*Master Power Supply Agreement*" means the Master Power Supply Agreement, dated as of January 4, 2023 between CCCFA and the Electricity Supplier.

"*Maturity Date*" means, with respect to a Series of Bonds, each date upon which principal of such Bonds is due, as set forth in the Indenture.

"Maximum Rate" means twelve percent (12%) per annum.

"*Member*" means each of Pioneer, Central Coast Community Energy, Clean Power Alliance of Southern California, East Bay Community Energy Authority, Marin Clean Energy and Silicon Valley Clean Energy Authority.

"*Minimum Amount*" means the amount of $3,500,000 to be maintained on deposit in the Commodity Reserve Account, subject to application as provided in the Indenture.

"*Minimum Discount Percentage*" means the amount of the discount, as a percentage of the fixed prices of the Electricity that is available under the Assigned PPAs for any Reset Period.

"*Minimum Rating*" means the credit rating of the Funding Recipient (or the Funding Recipient Guarantor, if applicable).

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

"*Monthly Discount Percentage*" means for each Month of the Initial Interest Rate Period, the specified discount percentage as set forth in the Clean Energy Purchase Contract.

"*Monthly PPA Invoice*" means an invoice from a PPA Seller in respect to any Month of an Assignment Period.

"*Monthly Remarketing Notice*" means a Remarketing Notice designated as such by CCCFA or the Project Participant if such Remarketing Notice is delivered to the Electricity Supplier not later than three Business Days prior to the start of the first Month in which in applies.

"*Monthly Statement*" means a statement delivered by the Project Participant pursuant to the PPA Payment Custodial Agreement showing certain payments to be made in respect of Assigned PPAs (based on the information provided by the relevant PPA Seller in the Monthly PPA Invoice).

"*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 Instrument of CCCFA delivered to the Trustee.

"*Municipal Utility*" means any Person that (i) is a "governmental person" as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns an electric distribution utility (or provides electricity at wholesale to, or that is sold to entities that provide electricity at wholesale to, governmental Persons that own such utilities), and (iii) agrees in writing to use the electricity purchased by it (or cause such electricity to be used) for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

"*MWh*" means megawatt-hour.

"*Net Participant Price*" means, for any Electricity and Delivery Hour, the Contract Price for such Electricity and Delivery Hour under the Clean Energy Purchase Contract.

"*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, Commodity Swap Payments, costs, collateral deposits and other amounts (other than Commodity Swap Payments) necessary to maintain any Commodity Swap, and payments required under the Master Power Supply 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 Clean Energy Purchase Contract including any Assigned Product Reimbursement Payment; (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, deposits to the Commodity Reserve Account or the Debt Service Reserve Account, any Cost of Acquisition, and any amounts for the repurchase of Call Receivables or Put Receivables) or by law or required to be incurred under or in connection with the performance of CCCFA's obligations under the Clean Energy Purchase Contract; (c) fees payable by CCCFA with respect to any Remarketing Agreement; (d) the fees and expenses of the

Fiduciaries; (e) reasonable accounting, legal and other professional fees and expenses, and all other reasonable administrative and operating expenses of CCCFA, which are incurred by CCCFA with respect to the Bonds, the Indenture, or the Clean Energy Project, including but not limited to those relating to the administration of the Trust Estate and compliance by CCCFA with its continuing disclosure obligations, if any, with respect to the Bonds; and (f) the costs of any insurance premiums incurred by CCCFA, including, without limitation, directors and officers liability insurance allocable to the Clean Energy Project; provided that, for purposes of transfers from the Revenue Fund pursuant to the Indenture, 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. 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 under 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.

"*Optional Electricity Delivery Termination Event*" means the events listed as such in the Master Power Supply Agreement.

"*Optional Non-Default Termination Event*" means an event under the Electricity Purchase, Sale and Service Agreement that will occur if the Project Participant makes a Remarketing Election with respect to any Reset Period under the Clean Energy Purchase Contract.

"*Outstanding*" when used with reference to Bonds, means as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Indenture except:

(a) Bonds cancelled (or portions thereof deemed to have been cancelled) by the Trustee at or prior to such date;

(b) Bonds paid or deemed to have been paid in accordance with the Indenture;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Indenture; and

(d) 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.

"*Participants*" means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Bonds as Securities Depository.

"*Paying Agent*" means the Trustee, its successors and assigns, and any other bank or trust company organized under the laws of any state of the United States of America or any national banking association designated as paying agent for the Bonds, and its successor or successors hereafter appointed in the manner provided in the Indenture.

"*Person*" means any and all natural persons, firms, associations, corporations and public bodies.

"Pioneer" or "*Project Participant*" means Pioneer Community Energy, a joint powers authority and a community choice aggregator duly organized and existing under the laws of the State of California.

"*Pioneer Gross Payment*" means, in respect of any Monthly Invoice, an amount determined by Pioneer as the positive result, if any, of (a) all amounts owed to the relevant PPA Seller in respect of such Monthly Invoice (determined without respect to the PPA Seller Payment Obligation), less (b) the J. Aron Prepay Payment; provided, for clarity, that the Pioneer Gross Payment (i) shall be deemed to be paid to the PPA Seller on behalf of J. Aron to the extent it relates to any Assigned PAYGO Electricity, and (ii) otherwise shall be deemed to be paid to the PPA Seller on behalf of Pioneer.

"*Pioneer Net Payment*" means, in respect of any Monthly Invoice, an amount determined by Pioneer as the positive result, if any, of (a) the Pioneer Gross Payment, less (b) the PPA Seller Payment Obligation.

"*Pledged Funds*" means (a) the Project Fund, (b) the Revenue Fund, (c) the Debt Service Fund, (d) the General Reserve Fund and (e) the Assignment Payment Fund, in each case including the Accounts in each of such Funds, and in the case of the Commodity Reserve Account, subject to the prior pledge thereof in favor of the Commodity Swap Counterparty and the Project Participant.

"*PPA Payment Custodial Agreement*" means the custodial agreement by and among the Project Participant, J. Aron, the Electricity Supplier, CCCFA, and the Custodian to administer payments to be received by PPA Sellers.

"*PPA Seller Payment Obligation*" means, in respect of any Monthly Invoice, an amount determined by Pioneer as the total amount owed by the relevant PPA Seller as reflected in such Monthly Invoice, including any amounts that have been netted or set-off against amounts owed to the PPA Seller; provided, for clarity, that the PPA Seller Payment Obligation shall be deemed to be paid to Pioneer and credited against the Pioneer Gross Payment thereby resulting in the Pioneer Net Payment required to be made by Pioneer.

"*PPA Sellers*" means sellers of Assigned Electricity pursuant to the Assigned PPAs.

"*PPAs*" means power purchase agreements.

"*Prepaid Electricity*" means all prepaid Electricity delivered by the Electricity Supplier to CCCFA at the Contract Price, and sold by CCCFA to the Project Participant under the Clean Energy Purchase Contract.

"*Principal Installment*" means, as of any date of calculation, (a) the principal amount of Bonds due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance (determined as provided in the Indenture) of any Sinking Fund Installments due on a certain future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments.

"*Priority Electricity*" means the Base Quantities and Assigned Quantities, together with Electricity that (a) the Project Participant is obligated to take under a long-term agreement, which Electricity either has been purchased by the Project Participant or a joint action agency pursuant to a long-term prepaid power purchase agreement using the proceeds of tax-exempt bonds, notes or other obligationsor (b) with respect to Energy, Energy that is generated using capacity that was constructed using the proceeds of tax-exempt bonds, notes, or other obligations.

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

"*PUC*" means the California Public Utilities Commission.

"*Purchase Date*" means, during the Initial Interest Rate Period, the Mandatory Purchase Date.

"*Purchase Price*" means (a) except as provided in clause (b) below, with respect to any Purchased Bond to be purchased on a Mandatory Purchase Date, an amount equal to the principal amount of such Bond Outstanding on such date, and (b) in the case of a purchase of a Bond bearing interest at a Term Rate with respect to which the new Interest Rate Period commences prior to the day originally established as the last day of the preceding Term Rate Period, the optional redemption price for such Bond if the preceding Term Rate Period had continued to the day originally established as its last day. Accrued interest due on any Bonds to be purchased on a Mandatory Purchase Date shall be paid from amounts on deposit in the Debt Service Account of the Debt Service Fund on such date.

"*Purchased Bonds*" means any Tax-Exempt Bonds required to be purchased on a Purchase Date.

"*Put Receivable*" means the Trustee's rights to payment of net amounts owed by Pioneer under the Clean Energy Purchase Contract.

"*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 Minimum Rating (except for (c) below) and, at the time of investment, are legal investments of CCCFA's funds:

(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 and other evidences of deposit at state and federally chartered banks, savings and loan institutions or savings banks, including the Trustee and 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 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;

(h) money market funds registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, and having a rating in the highest Rating Category by each Rating Agency, including money market funds of the Trustee or its affiliates or 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 subcustodian, notwithstanding that (A) the Trustee or its affiliate receives or collects fees from such funds for services

rendered, and (B) services performed by the Trustee pursuant to the Indenture may at times duplicate those provided to such funds by the Trustee or its affiliate; or

(i) Any other investments permitted by applicable law for the investment of the funds of CCCFA;

provided, that CCCFA shall monitor, or 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 made is or continues to be a Qualified Investment.

"*Qualifying Use Requirements*" means, with respect to any Electricity delivered under the Clean Energy Purchase Contract, such Electricity is used (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate.

"*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, plus or minus, or otherwise.

"*Rating Confirmation*" means evidence satisfactory to CCCFA, so designated in writing to the Trustee, that, upon the effectiveness of any proposed action, all Outstanding Bonds will continue to be assigned at least the same or equivalent ratings (including the same or equivalent numerical, plus or minus, or other modifiers within a Rating Category) by each Rating Agency then rating such Outstanding Bonds.

"*Re-Pricing Agreement*" means the Re-Pricing Agreement, dated as of the Initial Issue Date, by and between the Electricity Supplier and CCCFA.

"*Real-Time Market Price*" means the real-time market price specified in the Master Power Supply Agreement for each Delivery Point.

"*Rebate Payments*" means those portions of moneys or securities held in any Fund or Account that are required to be paid to the United States Treasury Department under the requirements of Section 148(f) of the Internal Revenue Code.

"*Receivables*" means, collectively, Put Receivables and Call Receivables.

"*Receivables Purchase Provisions*" means the provisions set forth in the Master Power Supply Agreement relating to the Electricity Supplier's obligations to purchase Receivables.

"*Receivables Purchaser*" means the Electricity Supplier.

"*Redemption Account*" means the Redemption Account in the Debt Service Fund established under the Indenture.

"*Redemption Price*" means, with respect to any Bond, the amount payable upon redemption thereof pursuant to such Bond or the Indenture.

"*Refunding Bonds*" means a Series of Bonds authorized to be issued pursuant to the Indenture for the sole purposes of refunding or defeasing (in accordance with the Indenture) in whole a Series of Bonds then Outstanding, and paying the Cost of Acquisition with respect to such Refunding Bonds.

"*Regular Record Date*" means (i) with respect to any Interest Payment Date during an Index Rate Period, the Business Day immediately preceding such Interest Payment Date, and (ii) with respect to any Interest Payment Date during a Term Rate Period, the 15th day of the Month (whether or not such day is a Business Day) immediately preceding the Month in which such Interest Payment Date falls.

"*Remarketing Agent*" means, with respect to any Series of Bonds, the entity appointed as the remarketing agent for such Series pursuant to the related Remarketing Agreement and, if applicable, the related Supplemental Indenture.

"*Remarketing Agreement*" means, with respect to any Series of Bonds, the remarketing agreement, if any, entered into between CCCFA and the Remarketing Agent for such Series of Bonds.

"*Remarketing Election*" means election by the Project Participant not to take Electricity during the Reset Period and to have the Electricity remarketed for the duration of the Reset Period.

"*Remarketing Exhibit*" means the remarketing exhibit attached to the Master Power Supply Agreement.

"*Remarketing Notice*" means either a Daily Remarketing Notice or a Monthly Remarketing Notice, but shall not include a Deemed Remarketing Notice.

"*Remarketing Proceeds Account*" means the Account by that name within the Bond Purchase Fund under the Indenture.

"*Remarketing Reserve Fund*" means the Remarketing Reserve Fund established under the Indenture.

"*Remediation Remarketing*" means the remarketing of Electricity in Qualified Sales by either of CCCFA or the Electricity Supplier pursuant to the Remarketing Exhibit in an effort to comply with certain Qualifying Use Requirements.

"*Remediation Remarketing Purchase Price*" means the price for Electricity determined by the Electricity Supplier in a Commercially Reasonable manner based upon applicable market prices at the location where the remarketing opportunity sale will occur

"*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.

"*Replacement Assigned Rights and Obligations*" means any Assigned Rights and Obligations other than the Initial Assigned Rights and Obligations.

"*Replacement Electricity*" means any Energy purchased by CCCFA or the Project Participant to replace any Shortfall Quantity of Base Quantities at the Delivery Point where such Shortfall Quantity occurred; provided that such Energy is purchased for delivery in the Delivery Hour to which such Shortfall Quantity relates.

"*Replacement Price*" means, with respect to any Shortfall Quantity of Base Quantities and Delivery Hour, (a) the price at which CCCFA or Project Participant, acting in a Commercially Reasonable manner,

purchases at the applicable Delivery Point Replacement Electricity for such Shortfall Quantity, plus (i) costs reasonably incurred by CCCFA or Project Participant in purchasing Replacement Electricity for such Delivery Hour, and (ii) additional transmission charges, if any, reasonably incurred by CCCFA or the Project Participant to the applicable Delivery Point, or at (b) CCCFA's option, the market price at such Delivery Point and for such Delivery Hour for Electricity not delivered as Replacement Electricity as determined by CCCFA in a Commercially Reasonable manner. The Replacement Price for any Shortfall Quantity shall not include any administrative or other internal costs incurred by CCCFA or the Project Participant and shall be limited to a price that is Commercially Reasonable with respect to the timing and manner of purchase. In no event shall the Replacement Price include any penalties, ratcheted demand or similar charges, nor shall CCCFA or the Project Participant be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize the Electricity Supplier's liability.

"*Reset Periods*" means Electricity Delivery Periods subsequent to the initial Delivery Period to correspond to the related Interest Rate Periods on the Bonds.

"*Responsible Officer*" means, when used with respect to the Trustee, the Custodian or the Calculation Agent, as applicable, any officer within the corporate trust department at the corporate trust office of the Trustee, the Custodian or the Calculation Agent, respectively, specified in the Indenture (or any successor office thereto), including any vice president, assistant vice president, assistant secretary, assistant treasurer or trust officer or any other officer who customarily performs functions similar to those performed by such individuals who at the time are 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 of the Indenture and who in each case shall have direct responsibility for the administration of the Indenture.

"*Revenue Fund*" means the Revenue Fund established under the Indenture.

"*Revenues*" means:

(a) all revenues, income, rents, user fees or charges, and receipts derived or to be derived by CCCFA from or attributable or relating to the ownership and operation of the Clean Energy Project, including all revenues attributable or relating to the Clean Energy Project or to the payment of the costs thereof received or to be received by CCCFA under the Clean Energy Purchase Contract and the Master Power Supply Agreement or otherwise payable to the Trustee for the account of CCCFA for the sale and/or transmission of Electricity 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 Acquisition Account, moneys or securities held in the Redemption Account in the Debt Service Fund or that portion of moneys in the Operating Fund required for Rebate Payments) held pursuant to the Indenture and paid or required to be paid into the Revenue Fund;

(c) any Commodity Swap Receipts received by the Trustee, on behalf of CCCFA; and

(d) any Subsidy Payments received by the Trustee, on behalf of CCCFA, in accordance with the Indenture.

provided that, the term "Revenues" shall not include: (i) any amounts received under a Clean Energy Purchase Contract with respect to Assigned PAYGO Electricity; (ii) any Termination Payment or Additional Termination Payment paid pursuant to the Master Power Supply Agreement; (iii) any amounts received from the Electricity Supplier that are required to be deposited into the Remarketing Reserve Fund and the Debt Service Account pursuant to the Indenture; (iv) any Assignment Payment received from the Electricity Supplier; (v) Interest Rate Swap Receipts; (vi) any amounts paid by the Project Participant in

respect of the Administrative Fee; (vii) payments received from the Electricity Supplier pursuant to the Receivables Purchase Exhibit; (viii) payments received under the Clean Energy Project Operational Services Agreement, and (ix) any Seller Swap MTM Payment payable to CCCFA.

"*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 Instrument of CCCFA delivered to the Trustee.

"Schedule", "*Scheduled*" or "*Scheduling*" means the actions of the Electricity Supplier, CCCFA and/or their designated representatives, including each party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Electricity 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 as set forth in the Indenture. Scheduled Debt Service Deposits shall not be increased in the event that any Series of Bonds bears interest at the Increased Interest Rate.

"*Scheduled Amounts*" means the scheduled monthly payments payable by the Funding Recipient under the Funding Agreement.

"*SEC"* means the Securities and Exchange Commission.

"*Securities Depository*" means DTC, or its nominee, and its successors and assigns.

"*Seller Swap MTM Payment*" means all rights to any payments and rights to receive payments that the Commodity Swap Counterparty receives or becomes entitled to receive in the future arising as a result of or otherwise in respect of any early termination of a Electricity Supplier Commodity Swap, excluding only any right for the Commodity Swap Counterparty to receive Unpaid Amounts.

"*Series*" when used with respect to the Bonds, means all Bonds designated as being of the same series, including without limitation the Series 2023A Bonds, and authorized to be issued pursuant to the Indenture.

"*Series 2023A Bonds*" means, collectively, the Series 2023A-1 Bonds, the Series 2023A-2 Bonds and the Series 2023A-3 Bonds.

"*Series 2023A-1 Bonds*" means the Clean Energy Project Revenue Bonds, Series 2023A-1 (Term Rate), authorized to be issued under the Indenture.

"*Series 2023A-2 Bonds*" means the Clean Energy Project Revenue Bonds, Series 2023A-2 (SOFR Index Rate), authorized to be issued under the Indenture.

"*Series 2023A-3 Bonds*" means the Clean Energy Project Revenue Bonds, Series 2023A-3 (Term Rate) (Federally Taxable), authorized to be issued under the Indenture.

"*Shortfall Quantity*" means any Base Quantities J. Aron or the Electricity Supplier fails to Schedule or deliver for any reason other than Force Majeure. As provided in the Master Power Supply Agreement and the Clean Energy Purchase Agreement, CCCFA and the Project Participant are not obligated to take or receive any Base Quantities and any Base Quantities that otherwise would be delivered are to be remarketed pursuant to the provisions of the Master Power Supply Agreement.

"*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 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 2023A Bonds, the amounts so designated in the Indenture, and with respect to any other Series of Bonds, each amount, if any, so designated in the applicable Supplemental Indenture.

"*SOFR*" means the Secured Overnight Financing Rate reported by the Federal Reserve Bank of New York.

"*SOFR Accrual Period*" means the number of actual days from (and including) (a) the Initial Issue Date or the preceding Interest Payment Date, whichever is most recent, to (but not including) (b) the next succeeding Interest Payment Date, regardless of the actual number of calendar days in any Month.

"*SOFR Effective Date*" shall mean each Business Day. Each SOFR Effective Date is an Index Rate Reset Date for all purposes of the Indenture unless the context clearly requires otherwise.

"*SOFR Effective Period*" means the number of actual days from a SOFR Effective Date to the next SOFR Effective Date.

"*SOFR Index*" means the Secured Overnight Financing Rate reported on the NY Federal Reserve's Website, or reported by any successor to the Federal Reserve Bank of New York as administrator of such Secured Overnight Financing Rate, as of 3:00 p.m. on each SOFR Publish Date representing the SOFR Index as of the SOFR Lookback Date, which will be used to calculate interest for the SOFR Effective Period beginning on the SOFR Effective Date. If the SOFR Index is not available as of any Index Rate Reset Date, the interest rate for such Index Rate Reset Date will be determined using a comparable substitute or replacement index for such Index Rate Reset Date designated by CCCFA in writing (with notice to, and which is available to, the Calculation Agent) in compliance with the Indenture.

"*SOFR Index Rate*" means a daily variable interest rate equal to the sum of (a) the product of the SOFR Index and the Applicable Factor, plus (b) the Applicable Spread on each day of a SOFR Effective Period, not to exceed the Maximum Rate.

"*SOFR Index Rate Period*" means, with respect to a Series of Bonds, an Index Rate Period during which such Bonds bear interest at the SOFR Index Rate.

"*SOFR Interest Calculation Date*" means the last Business Day of each month.

"*SOFR Lookback Date*" means the third Business Day immediately preceding each SOFR Effective Date.

"*SOFR Publish Date*" means the second Business Day immediately preceding each SOFR Effective Date.

"*Special Record Date*" means the date fixed by the Bond Registrar for payment of Defaulted Interest.

"*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.

"*State*" means the State of California.

"*Subsidy Payments*" means (a) with respect to a Series of Bonds issued under Section 54AA of the Code, the amounts relating to such Series of Bonds which are payable by the federal government under Section 6431 of the Code, which CCCFA has elected to receive under Section 54AA(g)(1) of the Code, and (b) with respect to a Series of Bonds issued under any other provision of the Code that creates a substantially similar direct-pay subsidy program, the amounts relating to such Series of Bonds which are payable by the federal government under the applicable provision of the Code which CCCFA has elected to receive under the applicable provisions of the Code.

"*Supplemental Indenture*" means any indenture supplemental to or amendatory of the Indenture executed and delivered by CCCFA and the Trustee in accordance with the Indenture.

"*Swap Deficiency Call Option Notice*" means Written Notice to the Trustee of the Electricity Supplier's intent to purchase Swap Deficiency Call Receivables.

"*Swap Deficiency Call Receivables*" means the receivables relating to any payment default under the Clean Energy Purchase Contract that results in a Swap Payment Deficiency.

"*Swap Deficiency Call Receivables Amount*" means Swap Deficiency Call Receivables, less any undisputed amounts owed by CCCFA to the Project Participant.

"*Swap Deficiency Call Receivables Offer*" means a written offer by the Trustee to sell to the Electricity Supplier sufficient Swap Deficiency Call Receivable Amounts.

"*Swap Payment Deficiency*" means, as of any date, (a) the amount of the next Commodity Swap Payment expected to become due, minus (b) the amount of any funds deposited in the Operating Fund and not otherwise allocable to Rebate Payments pursuant to the Indenture, minus (c) the Commodity Reserve Account balance; provided, however, that if such difference is a negative number, then the Swap Payment Deficiency shall be zero.

"*Tax Agreement*" means the Tax Certificate and Agreement of CCCFA with respect to the Bonds dated as of the Initial Issue Date, as originally executed or as it may from time to time be supplemented, modified or amended pursuant to the terms thereof.

"*Tax-Exempt Bonds*" means, collectively, the Series 2023A-1 Bonds and the Series 2023A-2 Bonds.

"*Term Rate*" means, with respect to a Series of Bonds, a fixed interest rate for each maturity of such Bonds established in accordance with the Indenture.

"*Term Rate Conversion Date*" means, with respect to a Series of Bonds, each date on which such Bonds begin to bear interest at a Term Rate pursuant to the provisions of the Indenture, including each date on which a new Term Rate Period is established for such Bonds and the Final Fixed Rate Conversion Date with respect to such Bonds

"*Term Rate Period*" means, with respect to a Series of Bonds, each period during which a Term Rate is in effect for such Bonds.

"*Term Rate Tender Date*" means with respect to the initial Term Rate Period for the Series 2023A-1 Bonds maturing on the Final Maturity Date, the Mandatory Purchase Date.

"*Termination Payment*" means the scheduled termination payment provided in the Master Power Supply Agreement.

"*Termination Payment Event*" means (i) an Electricity Delivery Termination Event specified as a Termination Payment Event in the Master Power Supply Agreement or (ii) a Funding Recipient Acceleration Option.

"*Transmission Provider*" means any entity or entities transmitting or transporting the Electricity on behalf of the Electricity Supplier or CCCFA to or from the applicable Delivery Point.

"*Treasury Rate*" means with respect to any redemption date for a particular Series 2023A-3 Bond, the yield to maturity of United States Treasury securities (excluding inflation indexed securities) with a constant maturity (as compiled and published in the Federal Reserve Statistical Release H.15 (519)) that has become publicly available not less than two Business Days nor more than 45 calendar days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data), most nearly equal to the period from the redemption date to the maturity date of the Series 2023A-3 Bond to be redeemed, as determined by an Independent Consultant.

"*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 Clean Energy Purchase Contract (excluding payments related to Assigned PAYGO Electricity and the right to receive the Administrative 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 Exhibit, including payments received from the Electricity Supplier pursuant thereto, (f) all right, title and interest of CCCFA in, to and under each Interest Rate Swap and the Interest Rate Swap Receipts, and (g) the Pledged Funds (but excluding the Administrative Fee Fund and 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 in the Indenture.

"*Trustee*" means U.S. Bank Trust Company, National Association and its successor or assigns and any other corporation or national banking association which may at any time be substituted in its place as trustee pursuant to the Indenture.

"*Undelivered Bond*" means any Tax-Exempt Bond which constitutes an Undelivered Bond under the Indenture.

"*Undertaking*" means CCCFA's Continuing Disclosure Undertaking for the benefit of the beneficial owners of the Bonds.

"*Underwriter*" means collectively, Goldman Sachs & Co. LLC and Academy Securities, Inc.

"*Unpaid Amounts*" has the meaning given to such term in the Commodity Swap or the Electricity Supplier Commodity Swap as the context requires.

"*Weekly Interest Rate*" means, with respect to a Series of Bonds, a variable interest rate established for such Bonds in accordance with the Indenture.

"*Weekly Interest Rate Period*" means, with respect to a Series of Bonds, each period during which a Weekly Interest Rate is in effect for such Series of Bonds.

"*Written Certificate*," "*Written Direction*," "*Written Instrument,*" "*Written Notice*," "*Written Request*" and "*Written Statement*" of CCCFA means in each case an instrument in writing signed on behalf of CCCFA by an Authorized Officer thereof. Any such instrument and any supporting opinions or certificates may, but need not, be combined in a single instrument with any other instrument, opinion or certificate, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or certificate of counsel, consultants, accountants or engineers, unless the Authorized Officer signing such Written Certificate, Direction, Instrument, Notice, Request or Statement knows, or in the exercise of reasonable care should know, that the opinion or certificate with respect to the matters upon which such Written Certificate, Direction, Instrument, Notice, Request or Statement may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel, consultant, accountant or engineer, as the case may be, need not certify to all of the matters required to be certified under any provision of the Indenture, but different Authorized Officers, counsel, consultants, accountants or engineers may certify to different facts, respectively. Every Written Certificate, Direction, Instrument, Notice, Request or Statement of CCCFA, and every certificate or opinion of counsel, consultants, accountants or engineers provided for in the Indenture shall include:

(a) a statement that the person making such certificate, direction, instrument, notice, request, statement or opinion has read the pertinent provisions of the Indenture to which such certificate, direction, instrument, 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 D

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 C for the definitions of terms used but not otherwise defined in this APPENDIX D.

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 2.4)

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 this paragraph. In addition, such direction shall be accompanied by the form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Term Rate Conversion Date and by a form of the notice to be mailed by the Trustee as provided in the provisions of the Indenture described in paragraph (c) below. Upon Conversion of any Series of Bonds to the Term Rate Period and until the day immediately preceding the effective date of the next succeeding Interest Rate Period under the terms of the Indenture, the interest rate or rates borne by such Series of Bonds shall be Term Rates as provided in the provisions of the Indenture described in paragraph (a) above. 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;

(ii) The Issuer consents in writing to the sale of the Bonds of such Series at such premium or discount;

(iii) In the case of the Bonds of such Series to be sold at a premium, the Underwriter or the Remarketing Agent, as applicable, shall transfer the amount of such premium to the Trustee for deposit into such Funds and Accounts as shall be specified in a Written Direction of the Issuer;

(iv) On or before the date of determination of the Term Rates for the Bonds of such Series, the Issuer delivers to the Trustee and the Remarketing Agent a form of a Favorable Opinion of Bond Counsel proposed to be delivered on the Term Rate Conversion Date; and

(v) On or before the Conversion Date, a Favorable Opinion of Bond Counsel shall have been delivered.

(Section 2.7)

INDEX RATE PERIODS

(a) *Determination of Applicable Spread and Applicable Factor*. In connection with the issuance of a Series of Bonds bearing interest at an Index Rate, or the Conversion of the Interest Rate Period for a Series of Bonds to an Index Rate Period, the Underwriter or the Remarketing Agent, as applicable, shall determine the Applicable Spread and, if applicable, the Applicable Factor, and shall specify the same in the Index Rate Determination Certificate for the applicable Index Rate Period. The Applicable Spread and any Applicable Factor for an Index Rate Period shall be such amount or percentage as shall result in the minimum interest rate 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 at a price equal to one hundred percent (100%) of the aggregate principal amount of such Bonds on the first day of the applicable Index Rate Period.

(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.

(ii) With respect to each SIFMA Index Rate Period, the Calculation Agent shall (A) determine the SIFMA Index by 4:00 p.m., New York City time, on each Wednesday or, if such Wednesday is not a Business Day, the Business Day immediately succeeding such Wednesday, and (B) determine the SIFMA Index Rate at or before 12:00 noon, New York City time, on each Index Rate Reset Date. The Calculation Agent shall furnish each SIFMA Index Rate so determined to the Issuer and the Trustee by Electronic Means not later than each Index Rate Reset Date.

(iii) With respect to each SOFR Index Rate Period, the Calculation Agent shall (A) determine and provide to the Trustee by Electronic Means the SOFR Index by 4:00 p.m., New York City time, on each SOFR Publish Date, and (B) determine and provide to the Trustee by Electronic Means the SOFR Index Rate at or before 12:00 noon, New York City time, on each SOFR Effective Date.

(iv) During any Index Rate Period, interest shall be computed on the basis of a 365 or 366 day year and actual days elapsed. The Calculation Agent shall calculate and provide by Electronic Means to the Issuer and the Trustee the amount of interest due and payable on each Series of Bonds bearing interest at an Index Rate (A) with respect to a Series of Bonds bearing interest at the SIFMA Index Rate, on or prior to each Interest Payment Date, and (B) with respect to a Series of Bonds bearing interest at the SOFR Index Rate, on each Interest Payment Date, which in the case of a Series of Bonds bearing interest at the SOFR Index Rate shall be the SOFR Interest Calculation Date. The amount of interest due on a Series of Bonds bearing interest at the SIFMA Index Rate on any Interest Payment Date shall be calculated on the basis of the actual number of days in the calendar month immediately preceding such Interest Payment Date. The amount of interest due on a Series of Bonds bearing interest at the SOFR Index Rate on any Interest Payment Date shall be calculated on the basis of the actual number of days in the SOFR Accrual Period immediately preceding such Interest Payment Date. All percentages resulting from any step in the calculation of interest on a Series of Bonds while in an Index Rate Period will be rounded to the nearest six decimal places (with 0.0000005 being rounded up to 0.000001).

(v) Upon the written request of any Bondholder, the Trustee shall confirm the applicable Index Rate then in effect.

(vi) In determining the Index Rate that any Bond shall bear as described in this section entitled "Index Rate Periods," neither the Underwriter nor the Remarketing Agent, as applicable, the Calculation Agent, nor the Trustee shall have any liability to the Issuer or the Holder of such Bond, except for its negligence or willful misconduct.

(vii) 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 shall determine a substitute or replacement Index Rate (as applicable), including any Alternative Rate and any Adjustments, and promptly provide the same via Electronic Means to the Trustee and the Calculation Agent, 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 (c) 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 2.9)

PROVISIONS REGARDING INTEREST RATE SWAP

(a) In connection with the issuance of any Series of Bonds, or the Conversion of any Series of Bonds, to bear interest in a Daily Interest Rate Period, a Weekly Interest Rate Period, an Index Rate Period or a Commercial Paper Interest Rate Period, the Issuer shall enter into an Interest Rate Swap with an Interest Rate Swap Counterparty with respect to such Series of Bonds. 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 out of the Debt Service Account (to the extent of amounts available therein) 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 Master Power Supply Agreement will terminate prior to or as of such early termination date.

(ii) The Issuer may replace an 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 an 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 such 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 Minimum Rating or (b) 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 of Tax-Exempt Bonds shall be subject to mandatory tender for purchase upon the Conversion of the Interest Rate Period for such Series of Tax-Exempt Bonds pursuant to the Indenture on the first day of such Interest Rate Period (or on the day which would have been the first day of an Interest Rate Period for such Tax-Exempt Bonds had one of the events specified in the Indenture not occurred which resulted in the Interest Rate Period not being converted) at the applicable Purchase Price, payable in immediately available funds. The Purchase Price of any Tax-Exempt Bond so purchased shall be payable from the sources and in the order of priority specified in the Indenture only upon surrender of such Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds delivered to it pursuant to the Indenture in trust for the benefit of the respective Owners which shall have so delivered such Tax-Exempt Bonds until moneys representing the Purchase Price of such Tax-Exempt Bonds have been delivered to such Owner in accordance with the provisions of the Indenture and until such Tax-Exempt 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) As soon as practicable, but in no event later than 12:00 noon New York City time on a Purchase Date in the case of Tax-Exempt Bonds to be purchased pursuant to the provisions of the Indenture relating to optional tender during a Daily Interest Rate Period or the mandatory tender for purchase on the day next succeeding the last day of each CP Interest Term, and by no later than 4:00 p.m. New York City time on the last Business Day prior to the Purchase Date in the case of Tax-Exempt Bonds to be purchased pursuant to the provisions of the Indenture relating to optional tender during a Weekly Interest Rate Period, the mandatory tender for purchase on the Index Rate Tender Date or Term Rate Tender Date, or the provisions of the Indenture summarized under the section entitled "Mandatory Tender for Purchase on Conversion of Interest Rate Period" above, the Remarketing Agent shall inform the Trustee by telephone, promptly confirmed in writing, of the principal amount of Purchased Bonds for which the Remarketing Agent has identified prospective purchasers, 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, 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.

(ii) 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds of the applicable Series; and

SECOND: Moneys deposited in the Issuer Purchase Account for the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds.

(f) *Delivery of Purchased Bonds*.

(i) The Remarketing Agent shall give notice by Electronic Means to the Trustee on each date on which Tax-Exempt Bonds shall have been purchased pursuant to the Indenture, specifying the principal amount of such Tax-Exempt Bonds, if any, sold by it and a list of such purchasers showing the names and Authorized Denominations in which such Tax-Exempt 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 Tax-Exempt 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. The Trustee shall prepare each Tax-Exempt Bond to be so delivered in such names as directed by the Remarketing Agent pursuant to paragraph (i) under "*Remarketing of Bonds*" above.

(ii) A principal amount of Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds in accordance with the Indenture, the Trustee shall give the notice (which in the case of a mandatory tender pursuant to the provisions of the Indenture summarized under the section entitled "Mandatory Tender for Purchase on Conversion of Interest Rate Period" above shall be given as a part of the notice given pursuant to the Indenture stating: (a) that the Purchase Price of any Tax-Exempt Bond so subject to mandatory tender for purchase shall be payable only upon surrender of such Tax-Exempt Bond to the Trustee at its designated corporate trust office, accompanied by an instrument of transfer thereof in form satisfactory to the Trustee, executed in blank by the Owner thereof or by the Owner's duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange; (b) that all Tax-Exempt Bonds so subject to mandatory tender for purchase shall be purchased on the Mandatory Purchase Date, which shall be explicitly stated, unless such Tax-Exempt Bonds shall have 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 Tax-Exempt Bond so subject to mandatory tender for purchase shall not surrender such Tax-Exempt Bond to the Trustee for purchase on such mandatory purchase date, then such Tax-Exempt 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 Tax-Exempt Bonds pursuant to the Indenture shall be given no less than thirty (30) days prior to the applicable Mandatory Purchase Date, and in addition, 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 Tax-Exempt Bonds in the event that a Failed Remarketing occurs prior to the Mandatory Purchase Date. No later than five (5) Business Days prior to the date on which such conditional notice of extraordinary redemption is required to be given by the Trustee pursuant to the Indenture, the Issuer shall direct the Trustee to send such conditional redemption notice pursuant to a Written Direction, which Written Direction shall include the applicable Redemption Date and method(s) for calculating the Redemption Price, to be followed by notice of the Redemption Price.

Each notice of mandatory tender of Tax-Exempt Bonds pursuant to the Indenture shall state that if a Failed Remarketing occurs before the applicable Index Rate Tender Date or Term Rate Tender Date, then the Tax-Exempt Bonds will be redeemed pursuant to the Indenture on such Index Rate Tender Date or Term Rate Tender Date instead of being purchased pursuant to the Indenture and shall otherwise set forth the applicable information required to be set forth in a notice of redemption pursuant to 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 Reserve Account and the amounts and investments on deposit therein in favor of the Commodity Swap Counterparty and the Project Participant, 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 Product 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 Product nor any expenditure in connection therewith or with the financing thereof shall be payable from the Trust Estate or any portion thereof.

(Section 5.1)

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:

(i) Project Fund, consisting of the Acquisition Account and the Commodity Reserve Account;

(ii) Revenue Fund;

(iii) Operating Fund;

(iv) Debt Service Fund, consisting of the Debt Service Account, the Redemption Account and the Debt Service Reserve Account;

(v) General Reserve Fund;

(vi) Remarketing Reserve Fund;

(vii) Assignment Payment Fund;

(viii) Bond Purchase Fund established pursuant to the Indenture, consisting of the Issuer Purchase Account and the Remarketing Proceeds Account;

(ix) Swap Termination 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 one or more custodial accounts to be held by the Trustee as custodian to receive Revenues paid by the Project Participant under the Clean Energy Purchase Contract, and (ii) provide for the application of such amounts for transfer to the Revenue Fund and for such other purposes as may be specified therein.

(Section 5.2)

PROJECT FUND

(a) There shall be paid into the Acquisition Account a portion of the proceeds of the Bonds in the amount specified in the Indenture, and there may be paid into the Acquisition Account, 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 Series 2023A Bonds, the Trustee shall immediately transfer from the Acquisition Account to the Debt Service Account an amount, specified by Written Request of the Issuer, representing capitalized interest on the Series 2023A Bonds to the date set forth in such Written Request, and such amounts shall be held exclusively for, and applied solely to, payment of interest on the Series 2023A Bonds. Except as otherwise described in this section entitled "Project Fund," amounts in the Acquisition Account shall be applied by the Issuer to pay the Cost of Acquisition.

(b) There shall be paid into the Commodity Reserve Account a portion of the proceeds of the Bonds in an amount equal to the Minimum Amount. Amounts credited to the Commodity Reserve Account shall be applied by the Trustee to (i) the payment of Commodity Swap Payments in the event the amounts on deposit in the Operating Fund are not sufficient to make such payments, and (ii) any Assigned Product Reimbursement Payment to the extent that the Trustee determines on the Business Day prior to the transfer in any month into the Operating Fund pursuant to paragraph (a)(i) of the section entitled "Payments from Revenue Fund" below that, after taking into account amounts to be transferred into the Operating Fund pursuant to paragraph (a)(i) of the section entitled "Payments from Revenue Fund" below, there will not be sufficient amounts available in the Operating Fund for payment of such Assigned Product Reimbursement Payment; provided that (A) any amounts in the Commodity Reserve Account in excess of the Minimum Amount shall be transferred by the Trustee to the Revenue Fund, and (B) any amounts remaining on deposit

in the Commodity Reserve Account on the final date for payment of the principal of the Bonds, whether upon maturity, redemption or acceleration, shall be applied to make such payment.

(c) In the event that, on the Business Day prior to the transfer in any month into the Operating Fund pursuant to paragraph (a)(i) of the section entitled "Payments from Revenue Fund" below, the Trustee determines that after taking into account amounts to be transferred into the Operating Fund pursuant to paragraph (a)(i) of the section entitled "Payments from Revenue Fund" below, there is a Swap Payment Deficiency, the Trustee on behalf of the Issuer shall prepare and deliver to the Electricity Supplier a Swap Deficiency Call Receivables Offer pursuant to the Receivables Purchase Provisions. If the Electricity Supplier elects to purchase Swap Deficiency Call Receivables pursuant to such Swap Deficiency Call Receivables Offer, which election shall not be later than the Business Day following receipt by the Electricity Supplier of the Swap Deficiency Call Receivables Offer, the Electricity Supplier shall deliver to the Trustee the Swap Deficiency Call Option Notice setting forth the purchase date, which shall not be later than the Payment Date (as defined in the Confirmation to the Commodity Swap) for the Month in which the Electricity Supplier receives the Swap Deficiency Call Receivables Offer. Upon receipt of such Swap Deficiency Call Option Notice, the Trustee shall, and is directed and authorized under the Indenture, to sell the Swap Deficiency Call Receivables then owed by the Project Participant under the Clean Energy Purchase Contract pursuant to the Receivables Purchase Provisions (as contemplated by the provisions of the Indenture described in this paragraph) and to take all actions on its part necessary in connection therewith. If the Electricity Supplier elects to purchase such Swap Deficiency Call Receivables, all amounts received by the Trustee pursuant to the Receivables Purchase Provisions in respect of Swap Deficiency Call Receivables purchased pursuant to the provisions of the Indenture described in this paragraph shall be deposited in the Commodity Reserve Account and applied to payment of Commodity Swap Payments.

(d) Within one Business Day after the Electricity Supplier delivers a Swap Deficiency Call Option Notice or is deemed not to have exercised its right to purchase Swap Deficiency Call Receivables pursuant to the Receivables Purchase Provisions, the Trustee shall deliver written notice to the Commodity Swap Counterparty indicating whether the Electricity Supplier has elected to purchase Swap Deficiency Call Receivables pursuant to the Swap Deficiency Call Receivables Offer sufficient to increase the balance in the Commodity Reserve Account to an amount sufficient to pay the next succeeding Commodity Swap Payment.

(e) The Trustee shall deliver to the Custodian pursuant to the Custodial Agreements, written notice as follows: (i) on any Business Day on which the Trustee delivers a Swap Deficiency Call Receivables Offer to the Electricity Supplier pursuant to the Receivables Purchase Provisions, written notice that a Swap Payment Deficiency exists and the amount of such Swap Payment Deficiency; (ii) on any Business Day on which the Electricity Supplier is required to make an election to purchase Swap Deficiency Call Receivables pursuant to the Receivables Purchase Provisions, written notice as to whether the Electricity Supplier has elected to purchase such Swap Deficiency Call Receivables and, if so, the purchase date of such Swap Deficiency Call Receivables; and (iii) if the Electricity Supplier has elected to purchase Swap Deficiency Call Receivables, on the purchase date thereof written notice that the purchase price has been received by the Trustee in immediately available funds; provided that, in addition to the foregoing, the Trustee shall deliver written notice to the Custodian if any Swap Payment Deficiency is otherwise cured on the date that such Swap Payment Deficiency is cured.

(f) Before any payment is made by the Trustee from the Acquisition Account, 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 (or the Acquisition Account therein). To the extent that the Written Request includes amounts to be paid pursuant to the Master Power Supply Agreement, copies of the invoices or requests for direct payments submitted under the Master Power Supply

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 or Acquisition Account therein; 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.

(g) Upon receipt of each such Written Request, the Trustee shall pay the amounts set forth therein as directed by the terms thereof from the applicable Account in accordance with and subject to the applicable terms of the Indenture described in this section entitled "Project Fund."

(h) 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 the Acquisition Account shall be applied to the payment of principal of and interest on Bonds when due.

(i) Upon Written Direction of the Issuer, but not earlier than six (6) months after the date of delivery of a Series of Bonds, the Trustee shall transfer to the Revenue Fund any proceeds of such Series of Bonds remaining on deposit in the Acquisition Account of the Project Fund.

(Section 5.3)

REVENUES AND REVENUE FUND

(a) All Revenues shall be deposited promptly by the Trustee upon receipt thereof into the Revenue Fund.

(b) 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 into the Redemption Account,

(ii) any Assignment Payment shall be deposited directly into the Assignment Payment Fund as provided in the provisions of the Indenture described under the section entitled "Assignment Payment Fund" below,

(iii) amounts received from the Electricity Supplier under the Receivables Purchase Provisions shall be deposited into the Debt Service Account, the Commodity Reserve Account, the Redemption Account or the Operating Fund as provided in the Indenture;

(iv) Interest Rate Swap Receipts shall be deposited directly into the Debt Service Account as provided in the Indenture;

(v) [reserved];

(vi) any Seller Swap MTM Payment shall be applied as provided in the provisions of the Indenture described under the section entitled "Swap Termination Account" below;

(vii) any amounts required by the provisions of the Indenture described under the section entitled "Remarketing Reserve Fund" below to be deposited into the Remarketing Reserve Fund shall be deposited directly therein;

(viii) Ledger Event Payments shall be deposited directly into the Debt Service Account as provided in the Indenture; and

(ix) amounts representing the Administrative Fee, together with any amounts paid by the Project Participant under the Clean Energy Project Operational Services Agreement, shall be paid as received to Issuer into the Administrative Fee Fund.

(Section 5.4)

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 credit to or transfer to the required party for deposit in the Funds and Accounts indicated below, as applicable, and otherwise make payments as appropriate and to the extent available from amounts held in the Revenue Fund, in the following order the amounts set forth 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):

(i) To the Operating Fund, not later than the 25th day of such Month, the amount, if any, required so that the balance therein shall equal the amount necessary for the payment of Commodity Swap Payments coming due for such Month;

(ii) To the Debt Service Fund, not later than the last Business Day of such Month, 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 I 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 Reserve Account in the Project Fund, not later than the last Business Day of such Month, the amount, if any, required so that the balance in the Commodity Reserve Account is at least equal to the Minimum Amount;

(iv) To the Debt Service Fund, not later than the last Business Day of such Month, for deposit in the Debt Service Reserve Account, the amount, if any, required so that the balance in such Debt Service Reserve Account shall equal the Debt Service Reserve Requirement related thereto as of the last day of the then current Month; and

(v) To the Electricity Supplier, not later than the last Business Day of such Month, the amount, if any, required for the repurchase of Call Receivables and Put Receivables, and the payment of interest on all receivables sold to the Electricity Supplier pursuant to the Receivables Purchase Provisions.

(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 I 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 Product under the Clean Energy Purchase Contract to any Project Participant that is in default thereunder, and (ii) promptly give notice to the Electricity Supplier to follow the provisions set forth in the Remarketing Exhibit.

(c) Each August 1, commencing August 1, 2024, during which (i) there is a deposit of Revenues into the Revenue Fund and (ii) after making such transfers, credits and deposits as required by paragraph (a) above, the Trustee shall credit to the General Reserve Fund the remaining balance in the Revenue Fund.

(d) So long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds and Interest Rate Swap Payments in accordance with their terms (including principal or applicable Sinking Fund Installments and interest thereon), no transfers shall be required to be made to the Debt Service Fund.

(Section 5.5)

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 then due and payable, if any, (ii) second, Commodity Swap Payments then due and payable, if any, (iii) third, any Assigned Product Reimbursement Payments, and (iv) fourth, any other Operating Expenses then due and payable, if any, in each case as directed in a Written Request of the Issuer received by the Trustee.

(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 as set forth in the Indenture, shall be applied to make up any deficiencies first in the Debt Service Account, then in the Commodity Reserve Account and then in the Debt Service Reserve 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 provisions of the Indenture described in paragraph (a) of the section entitled "Payments from Revenue Fund" above.

(c) To the extent the Project Participant defaults on its obligation to make any payment under the Clean Energy Purchase Contract with the Issuer and such payment default does not result in a Swap Payment Deficiency, then on such Business Day, the Issuer shall notify the Trustee of such payment default by Electronic Means by 2:30 p.m. and on the same Business Day the Trustee on behalf of the Issuer shall deliver an Elective Call Receivables Offer pursuant to the Receivables Purchase Provisions. If the Electricity Supplier elects to purchase Elective Call Receivables pursuant to such Elective Call Receivables Offer, which election shall not be later than the Business Day following receipt by the Electricity Supplier of the Elective Call Receivables Offer, the Electricity Supplier shall deliver to the Trustee the Elective Call Option Notice pursuant to the Receivables Purchase Provisions setting forth the purchase date, which shall not be later than the Payment Date determined by the Electricity Supplier. Upon receipt of such Elective Call Option Notice, the Trustee shall, and is directed and authorized under the Indenture, to sell the Elective Call Receivables then owed by the Project Participant under the Clean Energy Purchase Contract pursuant to the Receivables Purchase Provisions (as contemplated by the provisions of the Indenture described in this section "Operating Fund") and to take all actions on its part necessary in connection therewith. If the Electricity Supplier elects to purchase such Elective Call Receivables, all amounts received by the Trustee pursuant to the Receivables Purchase Provisions in respect of Elective Call Receivables purchased pursuant to the provisions of the Indenture described in this paragraph shall be deposited in the Operating Fund.

(Section 5.6)

DEBT SERVICE FUND – DEBT SERVICE ACCOUNT

(a) The amounts deposited into the Debt Service Account pursuant to paragraph (a)(ii) of the section entitled "Payments from Revenue Fund" above shall be held in such Account and applied to the payment of the Debt Service payable on each Bond Payment Date and the Interest Rate Swap Payments payable on each payment date therefor (as set forth in the Interest Rate Swap); *provided* that, for the purposes of computing the amount to be deposited in such Account, there shall be excluded from the required deposit the amount, if any, set aside therein from the proceeds of Bonds (including amounts, if any, transferred thereto from the Project Fund) for the payment of interest on the Bonds or Interest Rate Swap Payments.

(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 payment date under the Interest Rate Swap (as set forth in the Interest Rate Swap), 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 instructed in a Written Direction of the Issuer and 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 cancellation Interest included in the purchase price of Bonds purchased by the Issuer for delivery to the Trustee for cancellation as directed by the Issuer.

(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 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 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 principal amount of such Bonds plus accrued interest, and such purchases and redemptions shall be made in such manner as the Issuer shall direct the Trustee. The principal amount 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 30th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for the redemption on such due date, by giving notice as required by the Indenture, Bonds of the Series, maturity and tenor for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment after making allowance for any Bonds purchased or redeemed pursuant to the provisions of the Indenture described in the section entitled "General Reserve Fund" below which the Issuer has directed the Trustee to apply as a credit against such Sinking Fund Installment as provided

in provisions of the Indenture described in paragraph (c) of the section entitled "General Reserve Fund" below. 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 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 provisions of the Indenture described in the section entitled "General Reserve Fund" below 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 be applied by the Trustee, upon the Written Direction of the Issuer, 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 at the principal amount thereof. 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, following such defeasance, 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 as shown on Schedule I attached to the Indenture, be deposited in the Revenue Fund.

(h) In the event that, two Business Days next preceding the Final Maturity Date of the Bonds, the Trustee determines that (i) the balance in the Commodity Reserve Account is less than the Minimum Amount, and/or (ii) the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement and sufficient funds will not be available to pay the principal of and interest on the Bonds

coming due on such Final Maturity Date, the Trustee shall prepare and deliver to the Electricity Supplier and the Master Custodian the Put Option Notice pursuant to the Receivables Purchase Provisions with respect to Put Receivables, provided that the amount of Put Receivables sold pursuant to the Receivables Purchase Provisions shall not be in excess of the aggregate amount required, when taking into account other available funds under the Indenture, to (iii) restore the balance in the Commodity Reserve Account to an amount equal to the Minimum Amount, and (iv) pay the maturing principal amount of and interest on the Bonds in full. On or before two Business Days next preceding such Final Maturity Date, the Trustee shall deliver to the Electricity Supplier the bill of sale and certificates required by the Receivables Purchase Provisions. The Trustee is authorized under the Indenture to sell the Put Receivables then owed by the Project Participant under the Clean Energy Purchase Contract pursuant to the Receivables Purchase Provisions (as contemplated by the provisions of the Indenture described under this section entitled "Debt Service Fund – Debt Service Account") 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 sold pursuant to the provisions of the Indenture described in this paragraph to fund amounts then due under the Commodity Swap shall be deposited in the Commodity Reserve Account, and all amounts received by the Trustee pursuant to the Receivables Purchase Provisions in respect of Put Receivables sold pursuant to the provisions of the Indenture described in this paragraph to fund Debt Service shall be deposited in the Debt Service Account and applied to payment of principal of and interest on the Bonds on the Final Maturity Date. At all times, the Trustee, but only as directed by the Issuer pursuant to the provisions summarized in this paragraph (h), must cause all amounts on deposit under the Electricity Supplier Master Custodial Agreement in the Prepay LLC Put Receivables Account (as defined in the Electricity Supplier Master Custodial Agreement) to be invested in Qualified Investments that mature or are payable not later than such times as are necessary to provide moneys when needed for payments to be made from the Prepay LLC Put Receivables Account. Consistent with the requirements for Qualified Investments as described immediately above, the Issuer in the Indenture directs the Trustee to cause all such amounts on deposit in the Prepay LLC Put Receivables Account to be invested in either (i) money market funds meeting the requirements of paragraph (h) under Qualified Investments or (ii) in any other Qualified Investment as may be directed by the Issuer under a Written Direction. To the extent any amounts become due from the Electricity Supplier in respect of any Put Receivables, the Trustee is required to notify the Master Custodian pursuant to the terms of the Receivables Purchase Provisions and the Electricity Supplier Master Custodial Agreement of the amounts so due and the account where such amounts should be deposited such that those amounts will be paid directly from the Prepay LLC Put Receivables Account to the appropriate account under the Indenture.

(Section 5.7)

DEBT SERVICE FUND – REDEMPTION ACCOUNT

(a) In the event of an early termination of the Master Power Supply Agreement, any Termination Payment deposited into the Redemption Account pursuant to the Indenture shall be applied by the Trustee to the redemption of Outstanding Bonds pursuant to the Indenture.

(b) In the event that two Business Days next preceding the Early Termination Payment Date, the Trustee determines that (i) the balance in the Commodity Reserve Account is less than the Minimum Amount, and/or (ii) the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement and sufficient funds will not be available to pay the Redemption Price of and interest on the Bonds coming due on the redemption date of the Bonds (as established pursuant to the Indenture), the Trustee shall prepare and deliver to the Electricity Supplier and the Master Custodian the Put Option Notice pursuant to the Receivables Purchase Provisions with respect to Put Receivables, provided that the amount of Put Receivables sold pursuant to the Receivables Purchase Provisions shall not be in excess of the aggregate amount required, when taking into account other available funds under the Indenture, to restore

the balance in the Commodity Reserve Account to an amount equal to the Minimum Amount, and pay the maturing principal amount of and interest on the Bonds in full. On or before two Business Days next preceding the redemption date of the Bonds, the Trustee shall deliver to the Electricity Supplier the bill of sale and certificates required by the Receivables Purchase Provisions. The Trustee is authorized under the Indenture to sell the Put Receivables then owed by the Project Participant under the Clean Energy Purchase Contract pursuant to the Receivables Purchase Provisions (as contemplated by the provisions of the Indenture described under this section entitled "Debt Service Fund—Redemption Account") 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 sold pursuant to the provisions of the Indenture described in this paragraph to fund the redemption of the Bonds shall be deposited in the Redemption Account and applied to payment of the Redemption Price of and interest on the Bonds on the applicable redemption date. Amounts deposited into the Redemption Account shall be applied by the Trustee to the payment of the Redemption Price of and interest on the Bonds pursuant to the Indenture.

(c) 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 remaining amounts due under the Commodity Swap after application of amounts on deposit in the Commodity Reserve Account, second, to pay any amounts, including interest, due to the Electricity Supplier under the Receivables Purchase Provisions, and third, upon Written Direction of the Issuer to the Trustee, shall be transferred to the Revenue Fund.

(d) No Extraordinary Expenses shall be made from the Redemption Account.

(Section 5.8)

DEBT SERVICE FUND – DEBT SERVICE RESERVE ACCOUNT

(a) There shall be deposited in the Debt Service Reserve Account, from proceeds of the Bonds, an amount equal to the Debt Service Reserve Requirement. There shall also be deposited in the Debt Service Reserve Account, from the proceeds of any Series of Refunding Bonds, the amount, if any, specified in the applicable Supplemental Indenture.

(b) No Commodity Swap Counterparty shall have any claim upon the amounts on deposit in the Debt Service Reserve Account and no Commodity Swap Payments or Extraordinary Expenses shall be made from the Debt Service Reserve Account.

(c) If the Project Participant fails to make a payment when due under the Clean Energy Purchase Contract, the Trustee shall, not later than the next Business Day following such nonpayment, give notice to the Issuer identifying the defaulting Project Participant and the amount of the nonpayment. On the last Business Day of the Month, the Trustee shall withdraw from the Debt Service Reserve Account and deposit into the Debt Service Account an amount equal to any deficiency that exists therein as a result of such nonpayment.

(d) If, as a result of any draw on the Debt Service Reserve Account pursuant to paragraph (c) above, the amount on deposit in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement then in effect, the Trustee and the Issuer shall take the actions required by the Indenture.

(e) Whenever the moneys on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be transferred by the Trustee to the Revenue Fund.

(f) Whenever the amount in the Debt Service Reserve Account, together with the amounts in the Debt Service Account, are sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable Sinking Fund Installment and interest which could become payable thereon) and all amounts payable under the Interest Rate Swap in accordance with its terms, the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account and no further deposits shall be required to be made into the Debt Service Reserve Account. Prior to said transfer, all investments held in the Debt Service Reserve Account shall be liquidated to the extent necessary in order to provide for the timely payment of principal or Redemption Price, if applicable, and interest on the Bonds.

(g) In the event of the defeasance of any Bonds, the Trustee, if the Issuer so directs in writing, may withdraw from the Debt Service Reserve Account a pro rata portion of the amounts accumulated therein applicable to the Bonds being defeased and deposit such amounts with itself as Trustee for the Bonds being defeased to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being defeased; *provided* that such withdrawal shall not be made unless immediately thereafter the Bonds being defeased shall be deemed to have been paid pursuant to the Indenture. In the event of such defeasance, the Issuer may also direct the Trustee to withdraw from the Debt Service Reserve Account all or any portion of the amounts accumulated therein and deposit such amounts in any Fund or Account under the Indenture; provided that such withdrawal shall not be made unless the Bonds being defeased shall be deemed to have been paid pursuant to the Indenture.

(Section 5.9)

SWAP TERMINATION ACCOUNT

The Trustee shall deposit any Seller Swap MTM Payment into the Swap Termination Account and immediately upon receipt pay the same to the Electricity Supplier pursuant to the Master Power Supply Agreement.

(Section 5.10)

GENERAL RESERVE FUND

(a) The Trustee shall apply moneys on deposit in the General Reserve Fund in the following amounts and in the following order of priority: *first*, for deposit into the Debt Service Account, the amount necessary (to the extent available in the General Reserve Fund) to make up any deficiencies in the deposits to said Account required by the provisions described in paragraph (a)(ii) of the section entitled "Payments from Revenue Fund" above; *second*, for deposit into the Debt Service Reserve Account, the amount necessary to make up any deficiencies in the deposits to such Account pursuant to the provisions described in paragraph (a)(iv) of the section entitled "Payments from Revenue Fund" above; *third*, to the credit of the Commodity Reserve Account, the amount necessary to cause the Minimum Amount to be on deposit therein; *fourth*, to the payment of any Operating Expenses then due and payable and for which other funds are not available under the Indenture; and *fifth*, to the purchase of Call Receivables or Put Receivables.

(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, if any; and

(ii) any other lawful purpose of the Issuer under the Act.

(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 paragraph (d) of the section entitled "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 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 at any time by written direction to the Trustee specify any portion thereof not previously applied as a credit against any Sinking Fund Installment as a credit against future Sinking Fund Installments established for Bonds of such Series, maturity and tenor. 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 30 days after such 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 5.12)

REMARKETING RESERVE FUND

There shall be established a Remarketing Reserve Fund. There shall be paid into the Remarketing Reserve Fund the amounts specified in the Remarketing Exhibit. In the case of a Remediation Remarketing (as defined in the Remarketing Exhibit) pursuant to Section 8 of the Remarketing Exhibit, amounts shall be released from the Remarketing Reserve Fund 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 Remarketing Reserve Fund 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 Remarketing Reserve Fund allocable to such remarketing shall be used to make a payment to the Electricity 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 shall be transferred to the General Reserve Fund. For purposes of the provisions of the Indenture described in this paragraph, the portion of the Remarketing Reserve Fund allocable to a remarketing shall consist of the product of (i) a fraction, the numerator of which is the purchase price of the Product to be remarketed, and the denominator of which is the aggregate amount previously received by the Issuer from any sale of such Product in a Non-Private Business Sale (as defined in the Remarketing Exhibit) or Private Business Sale (as defined in the Remarketing Exhibit) that, as of the time of the remarketing, has not been remediated in accordance with Section 8 of the Remarketing Exhibit, multiplied by (ii) the balance of the Remarketing Reserve Fund at the time of the remarketing.

(Section 5.13)

ASSIGNMENT PAYMENT FUND

In connection with the issuance of Refunding Bonds, any Assignment Payment received from the Electricity Supplier shall be deposited into the Assignment Payment Fund to be transferred to the replacement Electricity Supplier, *provided*, *however*, that if the existing Bonds have not been redeemed or defeased on or before the Mandatory Purchase Date, in whole, with proceeds of Refunding Bonds, all or a

portion of the Assignment Payment shall be transferred to the Redemption Account pursuant to the provisions of the Indenture described in the section entitled "Debt Service Fund – Redemption Account" above, along with the proceeds of the Refunding Bonds, in order to redeem all of the Outstanding Bonds.

(Section 5.14)

PURCHASES OF BONDS

Except as otherwise provided in the provisions of the Indenture described in the section entitled "Debt Service Fund – Debt Service Account" above, 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 5.15)

ADMINISTRATIVE FEE FUND

All Administrative Fees, together with any amounts paid by the Project Participant pursuant to the Clean Energy Project Operational Services 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 the Project Participant, at its address shown in the Indenture, of the fact and amount of such deficiency.

(Section 5.16)

INVESTMENT OF CERTAIN FUNDS

Moneys held in the Revenue Fund, the Debt Service Account and the Debt Service Reserve Account shall be invested and reinvested by the Trustee at the Written Direction of the Issuer to the fullest extent practicable in Qualified Investments (which may be in the form of a Debt Service Account Investment Agreement and/or a Debt Service Reserve Account Investment Agreement) 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 Fund and Accounts. Moneys held in the Project Fund, including the Acquisition Account and the Commodity Reserve Account (which may be in the form of a Commodity Reserve Account Investment Agreement), 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 Fund and Accounts, and, in the case of the Commodity Reserve Account, such times as shall be necessary to make timely Commodity Swap Payments. Moneys in the Operating Fund (other than moneys in the Operating Fund held with respect to Rebate Payments) 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 within twelve months or which provide funds as needed, if earlier; moneys held in the Operating Fund with respect to Rebate Payments shall be invested by the Trustee 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 may be invested and reinvested by the Trustee in Qualified Investments specified in such Written Direction; in any case the Qualified Investments in such Funds or Accounts 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 Issuer shall monitor, or cause to be monitored, whether any investment remains a Qualified Investment following such initial investment.

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 in good faith on such instructions without verifying the suitability and legality of such investment. 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 Debt Service Reserve Account, (iv) the Commodity Reserve Account, (v) the Debt Service Account, and (vi) the Administrative Fee Fund. Interest earned on any moneys or investments in (a) the Debt Service Reserve Account, to the extent not required to bring the balance of the Debt Service Reserve Account to the Debt Service Reserve Requirement, (b) the Commodity Reserve Account to the extent not required to bring the balance of the Commodity Reserve Account to the Minimum Amount, and (c) the Debt Service Account, shall be deposited in the Debt Service Account. If no written investment directions have been delivered to the Trustee for any Fund or Account, moneys shall be invested by the Trustee in Qualified Investments of the type set forth in clause (h) of the definition thereof.

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, direct the Trustee in writing 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 6.2)

VALUATION AND SALE OF INVESTMENTS

Obligations purchased as an investment of moneys in any Fund or Account created under the provisions of the Indenture shall be deemed at all times to be a part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund or Account.

In computing the amount in any Fund or Account 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, at the direction and request of the Issuer, shall be determined as of each Principal Installment payment date and at such other times as the Issuer shall 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 or Account held by the Trustee, the Trustee shall at the written direction and request of the Issuer sell at the best price obtainable or present for redemption such obligation or obligations designated in a Written Instrument of the Issuer by an Authorized Officer necessary to provide sufficient moneys for such payment or transfer. 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 6.3)

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 7.5)

POWER TO FIX AND COLLECT FEES AND CHARGES FOR THE SALE OF PRODUCT

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 Product or otherwise with respect to the Clean Energy Project, subject to the terms of the Clean Energy Purchase Contract.

(Section 7.6)

RESTRICTION ON ADDITIONAL OBLIGATIONS

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 Master Power Supply Agreement, the Clean Energy Purchase 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 Master Power Supply Agreement, the Clean Energy Purchase 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 Swap upon the terms and conditions set forth in the Indenture.

(Section 7.7)

FEES AND CHARGES

The Issuer shall at all times fix, establish, maintain and collect (or cause to be collected) fees and charges, as and to the extent permitted under the provisions of the Clean Energy Purchase Contract, for the sale of Product or otherwise with respect to the Clean Energy Project which shall be sufficient to provide Revenues in each Fiscal Year which, together with the other amounts available therefor, shall be equal to the sum of:

(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;

(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.

(Section 7.9)

CLEAN ENERGY PURCHASE CONTRACT; PRODUCT REMARKETING

(a) The Issuer shall cause all Revenues payable by the Project Participant under the Clean Energy Purchase Contract to be payable directly to the Trustee for deposit into the Revenue Fund or payable directly to the Trustee as custodian for deposit into one or more custodial accounts established pursuant to the Indenture. The Issuer shall enforce the provisions of the Clean Energy Purchase Contract, as well as any other contract or contracts entered into relating to the Clean Energy Project, and duly perform its covenants and agreements thereunder.

(b) In the event that any Project Participant fails to pay when due any amounts owed to the Issuer under the Clean Energy Purchase Contract, the Issuer shall promptly exercise its right to suspend all Product deliveries to such Project Participant and shall promptly give notice to the Electricity Supplier to follow the provisions set forth in the Remarketing Exhibit for each Month of such suspension with respect to the quantities of Product for which deliveries have been suspended.

(c) In the event that any Project Participant makes a Remarketing Election (as defined in each Clean Energy Purchase Contract) in respect of any Reset Period (as defined in each Clean Energy Purchase Contract), then the Issuer will promptly give notice to the Electricity Supplier to follow the provisions set forth in the Remarketing Exhibit for each month of such Reset Period with respect to any quantities of Product that would otherwise have been delivered to such Project Participant.

(d) The Issuer will not consent or agree to or permit any termination or rescission of, assignment or novation (in whole or in part) by the Project Participant of, or amendment to or otherwise take any action under or in connection with the Clean Energy Purchase Contract that will impair the ability of the Issuer to comply during the current or any future year with the provisions of Section 7.9; *provided* that:

(i) The Issuer may take any other action under or in connection with the Clean Energy Purchase Contract that is expressly permitted pursuant to the provisions thereof;

(ii) The Issuer and the Project Participant may amend the Clean Energy Purchase Contract to change any Delivery Point;

(iii) The Clean Energy Purchase 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 Electricity Supplier or the Commodity Swap Counterparty, respectively, such consent not to be unreasonably withheld; and

(iv) The Issuer may agree to an assignment or novation of all or a portion of the Project Participant's rights and obligations under the Clean Energy Purchase Contract upon (A) compliance with the restrictions on assignment set forth in such Clean Energy Purchase Contract, and (B) receipt of a Rating Confirmation with respect to such assignment or novation.

(e) The Clean Energy Purchase Contract with Pioneer shall be the only Clean Energy Purchase Contract until such time, if any, that an assignment or novation occurs in accordance with the requirements set forth above. Without prejudice to the rights of the Electricity Supplier to remarket Product under the Master Power Supply Agreement or to an assignment or novation of the Clean Energy Purchase Contract in compliance with the provisions described in this section entitled "Clean Energy Purchase Contracts; Product Remarketing," the Issuer may sell daily quantities of Product to be delivered under the Master Power Supply Agreement only pursuant to the Clean Energy Purchase Contract. A copy of the Clean Energy Purchase Contract and any amendment to the Clean Energy Purchase Contract, certified by an Authorized Officer, shall be filed with the Trustee.

(Section 7.10)

MASTER POWER SUPPLY AGREEMENT; ELECTRICITY SUPPLIER DOCUMENTS

(a) The Issuer shall enforce the provisions of the Master Power Supply Agreement and duly perform its covenants and agreements thereunder.

(b) The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of the Electricity Supplier under the Master Power Supply 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 Master Power Supply Agreement which will in any manner materially impair or materially adversely affect the rights of the Issuer thereunder or the rights or security of the Bondholders under the Indenture; *provided* that the Master Power Supply Agreement may be assigned or amended without Bondholder consent upon receipt of a Rating Confirmation with respect to such assignment or amendment. Copies of the Master Power Supply Agreement, and any amendments thereto, certified by an Authorized Officer, shall be filed with the Trustee.

(d) The Issuer has the right, pursuant to the Electricity Supplier LLCA to appoint a director (the "Issuer-Appointed Director") to the board of directors of the Electricity Supplier. In any vote that comes before the board of directors of the Electricity Supplier regarding the Electricity Supplier Documents, the Issuer shall instruct the Issuer-Appointed Director to exercise its voting rights to (i) enforce the provisions of the Electricity Supplier Documents and (ii) not permit any assignment of, rescission of or amendment to or waiver of the Electricity Supplier Documents which will in any manner materially impair or materially adversely affect the rights of the Issuer thereunder or the rights or security of the Bondholders under the Indenture.

(Section 7.11)

COMMODITY SWAP

The Issuer shall cause all Commodity Swap Receipts and any other amounts payable to the Issuer pursuant to the Commodity Swap to be collected and paid directly to the Trustee for deposit into the Revenue Fund. The Issuer shall enforce the provisions of the Commodity Swap and duly perform its covenants and agreements thereunder. The Trustee shall promptly notify the Issuer of any payment default that has occurred and is continuing on the part of a Commodity Swap Counterparty under a Commodity Swap. The Issuer will not consent or agree to or permit any termination or rescission of or amendment to or otherwise take any action under or in connection with a Commodity Swap that will impair the ability of the Issuer to comply during the current or any future year with the provisions of the Indenture. The Issuer shall only exercise its right to terminate a Commodity Swap in compliance with the Indenture. Copies 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 7.13)

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 provisions of the Indenture described in paragraph (b) of the section entitled "Provisions Regarding Interest Rate Swap" above. 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 7.14)

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 Tax-Exempt 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 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 Tax-Exempt Bonds to be redeemed (A) in such amount as may be necessary to maintain the exclusion from federal gross income of interest on the Tax-Exempt Bonds and (B) in whole in the event that interest on the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds or the qualification of the Issuer to receive Subsidy Payments with respect to the applicable Series of Tax-Exempt 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 Tax-Exempt 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 Holders of the Tax-Exempt Bonds 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 7.17)

EVENTS OF DEFAULT; REMEDIES

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 Covenant Violation" 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.

If an Event of Default under clause (a) or (b) above has occurred and is continuing, the Trustee (by written notice to the Issuer), or the Holders of not less than a majority in principal amount of the Bonds Outstanding (by written notice to the Issuer and to the Trustee) may declare the principal of all the Bonds

then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable.

If an Event of Default under clause (c) through (g) above has occurred and is continuing, Holders of not less than one hundred percent (100%) in principal amount of the Bonds outstanding (by written notice to the Trustee) may direct the Trustee to declare (by written notice to the Issuer) the principal of all Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable; provided, however, that such direction or declaration may be rescinded and annulled pursuant to the following paragraph, in which case such declaration shall ipso facto be deemed to be rescinded and any such default shall ipso facto be deemed to be annulled, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

The Holders of a majority in principal amount of the Bonds Outstanding (by written notice to the Issuer and the Trustee) or the Trustee on its own accord (by written notice to the Issuer, but subject to the following sentence) may rescind and annul any direction and declaration under the two immediately preceding paragraphs if, at any time before the Bonds shall have matured by their terms, all overdue installments of interest upon the Bonds, together with the reasonable fees, charges, expenses and liabilities of the Trustee, and all other sums then payable by the Issuer under the Indenture (except the principal of, and interest accrued since the next preceding Interest Payment Date on, the Bonds due and payable solely by virtue of such declaration) shall have been paid by or for the account of the Issuer or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Bonds or under the Indenture (other than the payment of principal and interest due and payable solely by reason of such declaration) shall have been remedied or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor. Such a rescission by the Trustee on its own accord may be revoked by written directions to the contrary delivered to the Trustee and the Issuer by the Holders of a majority in principal amount of the Bonds Outstanding.

(Section 8.1)

ENFORCEMENT OF AGREEMENTS; APPLICATION OF MONEYS AFTER DEFAULT

(a) The Issuer covenants that, if an Event of Default shall have occurred and be continuing, the Issuer shall upon the demand of the Trustee (i) take such additional actions on its part as shall be necessary to cause the Project Participant to make payments of all amounts due under the Clean Energy Purchase Contract to the Trustee, (ii) take such additional actions on its part as shall be necessary to cause the Commodity Swap Counterparty to make payment of all amounts due under the Commodity Swap directly to the Trustee, (iii) take such additional actions on its part as shall be necessary to cause the Interest Rate Swap Counterparty to make payment of all amounts due under the Interest Rate Swap directly to the Trustee, (iv) execute and deliver such additional instruments that may be necessary to establish or confirm its pledge and assignment to the Trustee of its rights and remedies afforded the Issuer under the Clean Energy Purchase Contract, and (v) pay over or cause to be paid over to the Trustee any Revenues which have not been paid directly to the Trustee as promptly as practicable after receipt thereof. In addition, to secure its obligations under the Indenture, the Issuer irrevocably pledges and collaterally assigns to the Trustee the Issuer's rights to issue notices (including notices to direct the remarketing of Product) and to take any other actions that the Issuer is required or permitted to take under the Master Power Supply Agreement, the Receivables Purchase Provisions, the Clean Energy Purchase Contract, the Commodity Swap and the Interest Rate Swap, and, while an Event of Default has occurred and is continuing under the Indenture, the Trustee is authorized and directed, and shall have the authority, to take any such actions as it deems necessary under the Master Power Supply Agreement, the Receivables Purchase Provisions, the Clean Energy Purchase Contract 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 Electricity Supplier under the Master Power Supply Agreement and the Project Participant under the Clean Energy Purchase Contract, 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. The Master Power Supply Agreement, the Clean Energy Purchase Contract and the Commodity Swap may be amended at any time for changes in Delivery Points as provided therein, without the consent of the Bondholders or 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 as follows and in the following order, provided that (w) 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 in accordance with clause (iii) of this subsection (b), (x) moneys in the Commodity Reserve Account shall be used to pay any Assigned Product Reimbursement Payments or Additional Termination Payment due and unpaid and (y) moneys held in the Administrative Fee Fund shall not be used other than as specified in the provisions of the Indenture summarized under the section entitled "Administrative Fee Fund" above:

(i) Expenses of Fiduciaries – to the payment of the reasonable fees, charges, expenses and liabilities of the Fiduciaries, including court costs and fees and expenses of their counsel;

(ii) Operating Expenses – to the payment of the amounts required for Operating Expenses and for the payment of such other amounts related to the Clean Energy Project as are necessary in the judgment of the Trustee to prevent loss of Revenues. For this purpose, the books of record and accounts of the Issuer relating to the Clean Energy Project shall at all times during regular business hours be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default; and

(iii) Principal or Redemption Price and Interest – to the payment of the principal and interest (or Redemption Price) then due and unpaid upon the Bonds and the Interest Rate Swap Payments then due and unpaid under the Interest Rate Swap, without preference or priority of principal over interest, of interest over principal (or Redemption Price), of any installment of interest over any other installment of interest, of any Bond over any other Bond, of any payment in respect of such principal or interest (or Redemption Price) over any Interest Rate Swap Payment or of any Interest Rate Swap Payment over any payment in respect of such principal or interest (or Redemption Price), ratably, according to the amounts due respectively for principal and interest (or Redemption Price) and Interest Rate Swap Payments, to the Persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds and the Interest Rate Swap.

(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 the section entitled "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 8.3)

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 8.4)

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 in 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 8.5)

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 8.6)

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 8.7)

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 8.8)

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 maintained by the Bond Registrar.

(Section 8.9)

AMENDMENTS PERMITTED

(a) Subject to the provisions of the Indenture described in paragraph (e) of the section entitled "General Provisions" below, the Indenture and the rights and obligations of the Issuer and of the Holders of the Bonds and of the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture or Indentures, which the Issuer and the Trustee may enter into when the written consent of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have been filed with the Trustee. No such modification or amendment shall (1) extend the stated maturity of any Bond, or reduce the amount of principal thereof, or extend the time for payment or reduce the amount of any Sinking Fund Installment therefor, or extend the time of payment or change the method of computing the rate of interest thereon, or reduce any Redemption Price upon the redemption thereof or change the Purchase Price to be paid to Holders tendering their Bonds, without the consent of the Holder of each Bond so affected, or (2) reduce the aforesaid percentage of Bonds, the consent of the Holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Trust Estate pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or deprive the Holders of the Bonds of the lien created by the Indenture on such Trust Estate and other assets (except as expressly provided in the Indenture), without the consent of the Holders of all Bonds then Outstanding. It shall not be necessary for the consent of the Holders to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Issuer and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture to the Holders at the addresses shown on the registration books maintained by the Bond Registrar. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture

(b) Subject to the provisions of the Indenture described in paragraph (e) of the section entitled "General Provisions" below, the Indenture and the rights and obligations of the Issuer, of the Trustee and of the Holders of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture or Indentures, which the Issuer and the Trustee may enter into without the necessity of obtaining the consent of any Holders, only to the extent permitted by law and only 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 Holders 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 pledge or assign additional security for the Bonds (or any portion thereof);

(vii) To authorize the issuance of Refunding Bonds;

(viii) To provide for the execution of 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 Trust Estate;

(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;

(xiii) To preserve the exclusion of interest on Tax-Exempt Bonds issued from gross income for federal income tax purposes;

(xiv) To evidence the appointment of a successor Trustee; or

(xv) 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 "Amendments Permitted" 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 10.1)

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. Nothing contained in the Article of the Indenture relating to modification, amendment or supplement of the Indenture 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 in said Supplemental Indenture. A copy of every Supplemental Indenture shall be accompanied by (i) an Opinion of Counsel addressed to the Trustee (or upon which the Trustee is expressly permitted to rely) stating that such Supplemental Indenture is authorized or permitted by the Indenture and is valid and binding upon the Issuer and (ii) a Written Certificate of the Issuer to the effect that all conditions precedent in the Indenture applicable to the execution and delivery of such Supplemental Indenture have been satisfied.

(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) Notwithstanding anything in the Article of the Indenture relating to modification, amendment or supplement of the Indenture to the contrary, 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 in this paragraph shall not affect the rights of the Holders or the Issuer to remove the Trustee or any other Fiduciary as provided in the Indenture.

(e) Notwithstanding anything in the Article of the Indenture relating to modification, amendment or supplement of the Indenture to the contrary, no Supplemental Indenture (or other amendment to the Indenture) shall change or modify (i) the order of priority of deposits to the Operating Fund or the Commodity Reserve Account as set forth in clauses (a)(i) and (a)(iii) of the section entitled "Payments from Revenue Fund" above, respectively, (ii) the provisions of the Indenture described under the section entitled "Operating Fund" above on the priority of the distribution of payments from the Operating Fund, (iii) the Minimum Amount to be maintained in the Commodity Reserve Account, or the purposes to which amounts on deposit in such Commodity Reserve Account may be applied, as under paragraph (b) of the section entitled "Project Fund" above, (iv) the priority of the application of funds following an Event of Default as described under the section entitled "Enforcement of Agreements; Application of Moneys After Default" above, (v) the definition of Operating Expenses, (vi) the security for payments to be made pursuant to the Indenture to the Commodity Swap Counterparty, the Interest Rate Swap Counterparty and the Electricity Supplier, as purchaser under the Receivables Purchase Provisions, (vii) any of the rights or interests of the Commodity Swap Counterparty, the Interest Rate Swap Counterparty (if any) or the Electricity 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, (viii) the provisions described in paragraph (c) of the section entitled "Project Fund" above, or paragraphs (b) or (h) of the section entitled "Debt Service Fund – Debt Service Account" above regarding the sale by the Trustee of Call Receivables or Put Receivables, respectively, in respect of a Swap Payment Deficiency, or (ix) the provisions of the Indenture described in this paragraph, unless, in each case, the prior written consent of the Interest Rate Swap Counterparty, the Electricity Supplier and the Commodity Swap Counterparty has been obtained to the extent such change or modification would have an adverse effect upon their rights, protections, priority or security of payment under the Indenture.

(f) If any modification or amendment will, by its terms, not take effect so long as any Bonds of a specified like maturity remain Outstanding (or will not take effect until such Bonds are subject to mandatory purchase or at least 30 days after all such Bonds are subject to tender at the option of Holders) 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 the Indenture.

(g) If any 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.

(Section 10.2)

DEFEASANCE

(a) *Discharge of Indenture*. The Bonds may be paid by the Issuer or the Representatives on behalf of the Issuer in any of the following ways:

(i) by paying or causing to be paid the principal or Redemption Price of and interest on all Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing with the Trustee, in trust, at or before maturity, moneys or securities in the necessary amount (as provided in the provisions of the Indenture described in "*Deposit of Money or Securities with Trustee*" below) to pay when due or redeem all Bonds then Outstanding; or

(iii) by delivering to the Trustee, for cancellation by it, all Bonds then Outstanding.

If the Issuer shall also pay or cause to be paid all other sums payable by the Issuer under the Indenture, under the Interest Rate Swap and under the Commodity Swap, then and in that case at the election of the Issuer (evidenced by a Written Certificate of the Issuer filed with the Trustee signifying the intention of the Issuer to discharge all such indebtedness and the Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, the Indenture and the pledge of the Trust Estate and other assets made under the Indenture and all covenants, agreements and other obligations of the Issuer under the Indenture (except as otherwise provided in the Indenture and except for covenants, agreements and other obligations that expressly survive the discharge of the Bonds or the Indenture) shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon the request of the Issuer, the Trustee shall cause an accounting for such period or periods as may be requested by the Issuer to be prepared and filed with the Issuer and shall execute and deliver to the Issuer such instruments as the Issuer may reasonably request and be necessary to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Issuer all moneys or securities or other property held by it pursuant to the Indenture which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption, for the payment of Interest Rate Swap Payments, for the payment of

Commodity Swap Payments or for the payment of other amounts under and pursuant to the terms of the Indenture; provided that in all events moneys held for Rebate Payments shall be subject to the provisions of the Indenture.

(b) *Discharge of Liability on Bonds*. Upon the deposit with the Trustee, in trust, at or before maturity, of moneys or securities in the necessary amount (as provided in the provisions of the Indenture described under "*Deposit of Moneys or Securities with Trustee*" below) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the Indenture or provision reasonably satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Issuer in respect of such Bond shall cease, terminate and be completely discharged, except only that thereafter the Holder thereof shall be entitled to payment of the principal of and interest on such Bond by the Issuer, and the Issuer shall remain liable for such payments, but only out of such money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of the Indenture described under "*Payment of Bonds After Discharge of Indenture*" below.

(c) *Deposit of Money or Securities with Trustee*. Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities to be so deposited or held may include money or securities held by the Trustee in the Funds and Accounts established pursuant to the Indenture (other than moneys held for Rebate Payments) and shall be:

(i) lawful money of the United States of in an amount equal to the principal amount and all unpaid interest thereon to maturity (based on an assumed interest rate equal to the Maximum Rate for periods for which the actual interest rate on such Bonds cannot be determined), except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in the Indenture or provision reasonably satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or Redemption Price of such Bonds and all unpaid interest thereon to the redemption date thereof; or

(ii) Defeasance Securities, not callable by the issuer thereof prior to maturity, the principal of and interest on which when due (without any income from the reinvestment thereof) will provide money, together with money, if any, deposited with the Trustee at the same time, sufficient, in the opinion of an independent certified public accountant or firm of independent certified public accountants (which shall be confirmed by delivery by the Issuer to the Trustee of a written verification to such effect from such accountant or firm of accountants), to pay the principal or Redemption Price of and all unpaid interest to maturity (based on an assumed interest rate equal to the Maximum Rate for periods for which the actual interest rate on the Bonds cannot be determined), or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or Redemption Price and interest become due; provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in the Indenture or provision reasonably satisfactory to the Trustee shall have been made for the giving of such notice;

provided further, in the case of (b) above, that the Trustee shall have received a Rating Confirmation and, in each case, that (i) to the extent such Bonds were subject to optional or mandatory tender pursuant to the Indenture prior to the deposit of any such money or Defeasance Securities, such Bonds shall remain subject to optional and mandatory tender on the same terms after such deposit; and (ii) the Trustee shall have been irrevocably instructed to apply such money to the payment of such principal or Redemption Price of and interest with respect to such Bonds.

(d) *Payment of Bonds After Discharge of Indenture*. Notwithstanding any provisions of the Indenture to the contrary, any moneys held by the Trustee in trust for the payment of the principal or Redemption Price of or interest on, any Bonds and remaining unclaimed for two years (or, if shorter, one day before such moneys would escheat to the State under then applicable State law) after such principal or interest, as the case may be, has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in the Indenture), if such moneys were so held at such date, or two years (or, if shorter, one day before such moneys would escheat to the State under then applicable State law) after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the Issuer free from the trusts created by the Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Issuer as aforesaid, the Trustee may (at the cost and direction of the Issuer) first mail to the Holders of Bonds which have not yet been paid, at the addresses shown on the registration books maintained by the Bond Registrar, a notice, in such form as may be provided by the Issuer to the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Issuer of the moneys held for the payment thereof.

(Article XI)

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APPENDIX E

FORM OF CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

[Closing Date]

This Continuing Disclosure Undertaking (the "*Agreement*") is executed and delivered by California Community Choice Financing Authority ("*CCCFA*") in connection with the issuance of its $392,985,000 Clean Energy Project Revenue Bonds (Green Bonds) Series 2023A-1 (Term Rate), $50,500,000 Clean Energy Project Revenue Bonds (Green Bonds) Series 2023A-2 (SOFR Index Rate), and $16,155,000 Clean Energy Project Revenue Bonds (Green Bonds) Series 2023A-3 (Term Rate) (Federally Taxable) (collectively, the "*Bonds*"). The Bonds are being issued pursuant to a Trust Indenture, dated as of January 1, 2023 (the "*Indenture*"), between CCCFA and U.S. Bank Trust Company, National Association, as trustee.

In consideration of the issuance of the Bonds by CCCFA and the purchase of such Bonds by the beneficial owners thereof, CCCFA covenants and agrees as follows:

1. Purpose of This Agreement. This Agreement is executed and delivered by CCCFA as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule (as defined below). CCCFA represents that it will be the only "obligated person" within the meaning of the Rule with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after the issuance of the Bonds.

2. Definitions. (a) The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

"*Annual Financial Information*" means the financial information and operating data described in *Exhibit I*.

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"*Audited Financial Statements*" means collectively, the audited financial statements of CCCFA and the Project Participant, each prepared pursuant to the standards and as described in *Exhibit I*.

"*Commission*" means the United States 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.

"*Electricity Supplier*" means Aron Energy Prepay 15 LLC and its successors and permitted 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.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Final Official Statement*" means the Final Official Statement dated December 6, 2022, relating to the Bonds.

"*Financial Obligation*" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of an obligation or instrument described in clause (a) or (b) of this definition; provided however, the term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Ledger Event*" has the meaning assigned to such term in Exhibit C to the Master Power Supply Agreement.

"*Master Power Supply Agreement*" means the Master Power Supply Agreement dated as of January 4, 2023 between the Electricity Supplier and CCCFA.

"*Monthly Ledger Report*" means the copies of the ledgers maintained by the Electricity Supplier pursuant to Exhibit C of the Master Power Supply 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 Master Power Supply Agreement.

"*Participating Underwriter*" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"*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 DATE	PRINCIPAL AMOUNT	CUSIP NUMBER
December 1, 2053	$392,985,000	13013JBL9
December 1, 2053	50,500,000	13013JBM7
August 1, 2029	16,155,000	13013JBN5

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 10 business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to "material" in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Indenture.

6. Consequences of Failure of CCCFA to Provide Information. CCCFA shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of CCCFA to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause CCCFA to comply with its obligations under this Agreement. The beneficial owners of 25% or more in principal amount of the Bonds outstanding may challenge the adequacy of the information provided under this Agreement and seek specific performance by court order to cause CCCFA to provide the information as required by this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Indenture,

and the sole remedy under this Agreement in the event of any failure of CCCFA to comply with this Agreement shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Agreement, CCCFA by resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation pursuant to a "no-action" letter issued by the Commission, change in law, or change in the identity, nature, or status of CCCFA, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with CCCFA (such as the Trustee), or by approving vote of Bondholders pursuant to the terms of the Indenture at the time of the amendment.

In the event that the Commission, the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, CCCFA shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. Termination of Undertaking. The Undertaking of CCCFA shall be terminated hereunder if CCCFA no longer has any legal liability for any obligation on or relating to repayment of the Bonds under the Indenture. CCCFA shall give notice to EMMA in a timely manner if this Section is applicable.

9. Dissemination Agent. CCCFA may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent with or without appointing a successor Dissemination Agent.

10. Additional Information. Nothing in this Agreement shall be deemed to prevent CCCFA from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If CCCFA chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, CCCFA shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event. If the name of CCCFA is changed, CCCFA shall disseminate such information to EMMA.

11. Beneficiaries. This Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of CCCFA, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. Recordkeeping. CCCFA shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Assignment. CCCFA shall not transfer its obligations under the Indenture unless the transferee agrees to assume all obligations of CCCFA under this Agreement or to execute an Undertaking under the Rule.

14. Governing Law. This Agreement shall be governed by the laws of the State of California.

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

By: _____
Its

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"*Annual Financial Information*" means financial information and operating data with respect to Clean Energy Project, including:

(a) with respect to the Project Participant updated information under the headings "Customers – *General*," "Customers – *Largest Customers*," "Customers – *Customer Opt-Out Rate and Customer Retention*," "Service Rates – *Current and Historical Rate Information*," "Sources of Energy – *Energy Purchases*," and "Financial Information – *Revenues from Energy Sales and Operating Expenses*" set forth APPENDIX A to the Official Statement;

(b) the quantities of Electricity from the Clean Energy Project sold by CCCFA, whether to Project Participant or others; and

(c) such other information and data as CCCFA may deem necessary in order to comply with the requirements of the Rule.

"*Audited Financial Statements*" means the audited financial statements of CCCFA and the Project Participant, in each case for the most recent fiscal year (commencing with the fiscal year ended December 31, 2022 for CCCFA, and commencing with the fiscal year ended June 30, 2022 for the Project Participant), in each case prepared in accordance with generally accepted accounting principles as promulgated to comply with governmental entities from time to time (or such other accounting principles as may be applicable to CCCFA and the Project Participant, as the case may be, in the future pursuant to applicable law).

All or a portion of the Annual Financial Information and the Audited Financial Statements set forth above may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available on EMMA. The final official statement need not be available from the Commission. CCCFA shall clearly identify each such item of information included by reference.

Annual Financial Information with respect to the Project Participant will be submitted to EMMA by 200 days after end of the Project Participant's fiscal year.

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 for the Project Participant and CCCFA. If Audited Financial Statements are not available when such Annual Financial Information is filed, unaudited financial statements shall be included. Audited Financial Statements will be submitted to EMMA no later than 30 days after availability to CCCFA.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, CCCFA will disseminate a notice of such change as required by Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies

2. Non-payment related defaults, if material

3. Unscheduled draws on debt service reserves reflecting financial difficulties

4. Unscheduled draws on credit enhancements reflecting financial difficulties

5. Substitution of credit or liquidity providers, or their failure to perform

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security

7. Modifications to the rights of security holders, if material

8. Bond calls, if material, and tender offers

9. Defeasances

10. Release, substitution or sale of property securing repayment of the securities, if material

11. Rating changes

12. Bankruptcy, insolvency, receivership or similar event of 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 Ledger Event has occurred

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

California Community Choice Financing Authority
San Rafael, California

California Community Choice Financing Authority
Clean Energy Project Revenue Bonds, Series 2023A-1 (Term Rate),
Clean Energy Project Revenue Bonds, Series 2023A-2 (SOFR Index Rate), and
Clean Energy Project Revenue Bonds, Series 2023A-3 (Term Rate) (Federally Taxable)
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the California Community Choice Financing Authority (the "Issuer") in connection with the issuance of $392,985,000 aggregate principal amount of California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2023A-1 (Term Rate) (the "Series 2023A-1 Bonds"), $50,500,000 aggregate principal amount of California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2023A-2 (SOFR Index Rate) (the "Series 2023A-2 Bonds" and, together with the Series 2023A-1 Bonds, the "Tax-Exempt Bonds"), and $16,155,000 aggregate principal amount of California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2023A-3 (Term Rate) (Federally Taxable) (the "Series 2023A-3 Bonds" and, together with the Tax-Exempt Bonds, the "Bonds"), issued pursuant to a Trust Indenture, dated as of January 1, 2023 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Indenture provides that the Bonds are issued for the purpose of financing the Cost of Acquisition of the Clean Energy Project. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, the Master Power Supply Agreement, the Clean Energy Purchase Contract, the Commodity Swaps, the Seller Swaps (as defined in the Master Power Supply Agreement), the Tax Certificate and Agreement, dated the date hereof (the "Tax Certificate") of the Issuer, 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 Master Power Supply Agreement, the Clean Energy Purchase Contract, and 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 Tax-Exempt 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 Master Power Supply Agreement, the Clean Energy Purchase Contract, the Commodity Swaps, the Seller Swaps, and 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 governmental entities such as the Issuer 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 to have 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 or conclusion 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 Reserve Account and the amounts and investments on deposit therein in favor of the Commodity Swap Counterparty and the Project Participant.

3. Interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Interest on the Tax-Exempt Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. We observe that, for tax years beginning after December 31, 2022, interest on the Tax-Exempt Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. We observe that interest on the Series 2023A-3 Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Bonds is exempt from State of California personal income taxes 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

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 each Series of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity of the Bonds exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such maturity.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (*"Direct Participants"*) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (*"DTCC"*). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (*"Indirect Participants"*). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (*"Beneficial Owner"*) is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership.

DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to CCCFA of securities as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts such Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and payments of principal and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from CCCFA or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, CCCFA or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of CCCFA or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to CCCFA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

CCCFA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates are required to be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that CCCFA believes to be reliable, but CCCFA takes no responsibility for the accuracy thereof.

APPENDIX H

REDEMPTION PRICE OF THE BONDS

The following table sets forth the Redemption Price of the Series 2023A-1 Bonds (being the Amortized Value of the Series 2023A-1 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 Master Power Supply Agreement, as of the redemption dates shown below during the Initial Interest Rate Period. The Redemption Price of the Series 2023A-2 Bonds and Series 2023A-3 Bonds upon an extraordinary mandatory redemption following an Early Termination Payment Date under the Master Power Supply Agreement as of each of the redemption dates shown below is 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date.

REDEMPTION DATE	SERIES 2023A-1 BONDS REDEMPTION PRICE
3/1/2023	$409,372,474.50
4/1/2023	409,175,982.00
5/1/2023	408,987,349.20
6/1/2023	408,802,646.25
7/1/2023	408,621,873.15
8/1/2023	408,448,959.75
9/1/2023	408,244,607.55
10/1/2023	408,048,115.05
11/1/2023	407,851,622.55
12/1/2023	407,666,919.60
1/1/2024	407,482,216.65
2/1/2024	407,305,373.40
3/1/2024	407,097,091.35
4/1/2024	406,892,739.15
5/1/2024	406,696,246.65
6/1/2024	406,503,684.00
7/1/2024	406,315,051.20
8/1/2024	406,134,278.10
9/1/2024	405,922,066.20
10/1/2024	405,717,714.00
11/1/2024	405,513,361.80
12/1/2024	405,316,869.30
1/1/2025	405,128,236.50
2/1/2025	404,939,603.70
3/1/2025	404,723,461.95
4/1/2025	404,515,179.90
5/1/2025	404,306,897.85
6/1/2025	404,106,475.50
7/1/2025	403,909,983.00
8/1/2025	403,721,350.20
9/1/2025	403,501,278.60
10/1/2025	403,285,136.85
11/1/2025	403,076,854.80
12/1/2025	402,868,572.75
1/1/2026	402,672,080.25

REDEMPTION DATE	SERIES 2023A-1 BONDS REDEMPTION PRICE
2/1/2026	$402,475,587.75
3/1/2026	402,251,586.30
4/1/2026	402,031,514.70
5/1/2026	401,815,372.95
6/1/2026	401,607,090.90
7/1/2026	401,402,738.70
8/1/2026	401,202,316.35
9/1/2026	400,974,385.05
10/1/2026	400,750,383.60
11/1/2026	400,530,312.00
12/1/2026	400,318,100.10
1/1/2027	400,109,818.05
2/1/2027	399,905,465.85
3/1/2027	399,669,674.85
4/1/2027	399,441,743.55
5/1/2027	399,217,742.10
6/1/2027	399,001,600.35
7/1/2027	398,785,458.60
8/1/2027	398,577,176.55
9/1/2027	398,337,455.70
10/1/2027	398,105,594.55
11/1/2027	397,877,663.25
12/1/2027	397,653,661.80
1/1/2028	397,437,520.05
2/1/2028	397,221,378.30
3/1/2028	396,981,657.45
4/1/2028	396,741,936.60
5/1/2028	396,510,075.45
6/1/2028	396,282,144.15
7/1/2028	396,058,142.70
8/1/2028	395,838,071.10
9/1/2028	395,590,490.55
10/1/2028	395,346,839.85
11/1/2028	395,111,048.85
12/1/2028	394,879,187.70
1/1/2029	394,647,326.55
2/1/2029	394,427,254.95
3/1/2029	394,160,025.15
4/1/2029	393,904,584.90
5/1/2029	393,660,934.20
6/1/2029	393,425,143.20
7/1/2029	393,197,211.90
8/1/2029	392,985,000.00

1 Amortized Value of the Series 2023A-1 Bonds as of each Redemption Date. The Series 2023A-2 Bonds and Series 2023A-3 Bonds are redeemable at par.

APPENDIX I

SCHEDULE OF TERMINATION PAYMENTS

The following table sets forth the Schedule of Termination Payments under the Master Power Supply Agreement as of the specified Early Termination Payment Dates during the Initial Interest Rate Period. The Early Termination Payment Date is the last Business Day preceding the date listed below.

DATE	TERMINATION PAYMENT	DATE	TERMINATION PAYMENT
3/1/2023	$433,271,575.45	6/1/2026	$457,444,465.56
4/1/2023	434,805,533.55	7/1/2026	456,272,838.34
5/1/2023	436,346,740.16	8/1/2026	455,091,327.91
6/1/2023	437,891,263.17	9/1/2026	454,952,887.33
7/1/2023	439,439,100.29	10/1/2026	454,008,460.64
8/1/2023	440,700,130.12	11/1/2026	453,306,418.00
9/1/2023	442,027,591.37	12/1/2026	452,807,011.75
10/1/2023	443,291,358.69	1/1/2027	452,595,772.90
11/1/2023	444,564,444.66	2/1/2027	452,465,863.28
12/1/2023	445,836,915.66	3/1/2027	452,154,693.29
1/1/2024	446,969,881.86	4/1/2027	451,718,390.29
2/1/2024	448,042,921.56	5/1/2027	450,862,086.99
3/1/2024	449,022,386.85	6/1/2027	449,878,635.09
4/1/2024	449,984,511.56	7/1/2027	448,677,334.26
5/1/2024	450,887,570.18	8/1/2027	447,470,139.97
6/1/2024	451,794,621.10	9/1/2027	447,575,388.92
7/1/2024	452,693,102.10	10/1/2027	446,602,468.81
8/1/2024	453,627,873.61	11/1/2027	445,871,644.15
9/1/2024	454,625,001.31	12/1/2027	445,339,199.09
10/1/2024	455,689,592.04	1/1/2028	445,098,336.74
11/1/2024	456,835,898.36	2/1/2028	444,927,595.69
12/1/2024	457,079,128.33	3/1/2028	444,590,113.34
1/1/2025	457,437,609.86	4/1/2028	444,108,950.44
2/1/2025	457,785,442.45	5/1/2028	443,223,232.31
3/1/2025	458,008,585.38	6/1/2028	442,206,665.99
4/1/2025	458,182,771.82	7/1/2028	440,976,523.51
5/1/2025	458,150,039.55	8/1/2028	439,736,640.81
6/1/2025	458,074,199.57	9/1/2028	439,816,553.25
7/1/2025	457,912,736.72	10/1/2028	438,809,871.27
8/1/2025	457,772,856.09	11/1/2028	438,048,925.96
9/1/2025	458,232,139.69	12/1/2028	437,486,033.32
10/1/2025	458,256,565.36	1/1/2029	437,206,349.16
11/1/2025	458,427,274.48	2/1/2029	437,015,343.32
12/1/2025	458,678,642.84	3/1/2029	436,626,651.99
1/1/2026	459,048,717.72	4/1/2029	436,117,174.95
2/1/2026	459,408,002.81	5/1/2029	435,196,833.98
3/1/2026	459,641,192.18	6/1/2029	434,149,805.11
4/1/2026	459,231,812.16	7/1/2029	432,893,547.67
5/1/2026	458,401,816.70	8/1/2029	431,639,385.83

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APPENDIX J

SECOND PARTY OPINION REGARDING GREEN BONDS DESIGNATION

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KESTREL VERIFIERS™

Second Party Opinion

EXECUTIVE SUMMARY

ISSUER

California Community Choice Financing Authority

OPINION ON

Clean Energy Project Revenue Bonds, Series 2023A (Green Bonds)

GREEN STANDARD AND CATEGORY

The Green Bond Principles

- Renewable Energy

KEYWORDS

Renewable energy, community choice aggregator, decarbonizing, net zero aligned, greenhouse gas emissions reduction, solar, geothermal, California

EVALUATION DATE

November 30, 2022

SUMMARY

Kestrel Verifiers is of the opinion that the California Community Choice Financing Authority ("CCCFA") Clean Energy Project Revenue Bonds, Series 2023A (Green Bonds) ("Bonds") are impactful, net zero aligned, conform with the four core components of the Green Bond Principles (2021), and align with the United Nations Sustainable Development Goals as follows:

- **Use of Proceeds**
  The Bonds finance prepayment of a long-term electricity supply for Pioneer Community Energy ("Pioneer"), a community choice aggregator in California. Electricity delivered to Pioneer will be supplied from power purchase agreements for electricity produced from renewable energy sources. The Bonds align with the *Renewable Energy* eligible project category under the Green Bond Principles.
- **Process for Project Evaluation and Selection**
  CCCFA and Pioneer have adopted plans and procedures to expand generation of renewable and carbon-free energy. Decision-making regarding bond-financed activities is overseen by the Board of Directors of CCCFA and the Governing Board of Pioneer. Pioneer has adopted an *Integrated Resource Plan* that outlines long-term priorities and strategies.
- **Management of Proceeds**
  CCCFA intends to utilize the Bond proceeds to fund the prepayment for a 30-year supply of electricity as described above. A portion of proceeds will also pay capitalized interest, fund bond reserve funds, and pay costs of issuance.
- **Reporting**
  CCCFA will post continuing financial disclosures to the Municipal Securities Rulemaking Board ("MSRB") annually through the Electronic Municipal Market Access ("EMMA") system. As required by the California Energy Commission, community choice aggregators also report annually on the power content and greenhouse gas emissions associated with energy supplied to customers. Pioneer will also provide information on new power purchase agreements assigned to the prepayment contract.
- **Impact and Alignment with United Nations Sustainable Development Goals**
  By financing renewable power purchase agreements as part of the Clean Energy Project, the Bonds support and advance multiple UN SDGs, including Goals 7: *Affordable and Clean Energy*, 9: *Industry, Innovation, and Infrastructure*, 11: *Sustainable Cities and Communities*, and 13*: Climate Action*.

KESTREL VERIFIERS™

Second Party Opinion

Issuer:	**California Community Choice Financing Authority**
Issue Description:	Clean Energy Project Revenue Bonds, Series 2023A (Green Bonds)
Project:	Clean Energy Project
Green Standard:	Green Bond Principles
Green Category:	Renewable Energy
Keywords:	Renewable energy, community choice aggregator, decarbonizing, net zero aligned, greenhouse gas emission reduction, solar, geothermal, California
Par:	$459,640,000
Evaluation Date:	November 30, 2022

GREEN BONDS DESIGNATION

Kestrel Verifiers, an Approved Verifier accredited by the Climate Bonds Initiative, conducted an independent external review of the California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2023A (Green Bonds) ("Bonds") to evaluate conformance with the Green Bond Principles (2021) established by the International Capital Market Association. Our team for this engagement included analysts with backgrounds in environmental science.

This Second Party Opinion reflects our review of the uses and allocation of proceeds, oversight, and conformance of the Bonds with the Green Bond Principles. In our opinion, the Bonds are impactful, net zero aligned, conform 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 Authority ("CCCFA"), is a joint powers authority established in 2021 comprising community choice aggregators in California, 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 prepayments for energy. This innovative strategy can help community choice aggregators remain cost-competitive with other utilities.

ABOUT THE BORROWER

Pioneer Community Energy, a community choice aggregator ("CCA") and associate member of CCCFA, is the beneficiary of the Bonds issued by CCCFA. Community choice aggregators are locally controlled not-for-profit energy providers. The primary purpose of a CCA is to provide communities with more clean energy options, meet climate action goals, ensure local accountability and transparency, and spur economic development. As of 2022, ten states have authorized community choice aggregators.

Pioneer Community Energy

Pioneer Community Energy ("Pioneer") was formed in 2017 to implement the community choice aggregation program in the region. Pioneer provides energy to more than 154,000 residential, commercial and industrial customers across communities in Sierra Nevada foothills and Sacramento Valley, including Auburn, Colfax, Lincoln, Rocklin, Loomis and most unincorporated areas of Placer County, El Dorado County, and City of Placerville. Pioneer is a Joint Powers Authority governed by a nine-member Governing Board with Supervisors or Councilmembers representing each of the communities.

Pioneer's primary objectives are to provide locally controlled electricity at cost-competitive rates and pursue sustainability initiatives through hydroelectric, biomass, and other renewable energy sources. From 2018-2021, Pioneer energy programs saved communities $21.8 million on utility bills and projected additional $18.5 million savings in 2022 compared with rates from PG&E, the largest electric utility in the region. Customers can participate in energy programs such as Green100 which offers 100% renewable energy from resources including geothermal, wind, solar, hydroelectric, and biomass production. Pioneer has multiple partnerships to expand energy generation capacity from carbon-free and renewable sources.

Long-term strategic plans prioritize competitive and stable rates resource optimization, grid resilience, and local community engagement. Pioneer's procurement strategy considers secondary community impacts such as wildfire risk reduction and local economic development. Incorporation of biomass in the energy portfolio from local producers enable responsible forest management practices and wildfire resilience.

Partnerships with local water agencies, tribes and tribal leadership, and the Community Program Advisory Committee allow Pioneer to incorporate local perspectives and community needs into operations. Pioneer recognizes the balance between climate action and affordability for disadvantaged communities and strives to provide cost-effective and sustainable energy options.

ALIGNMENT TO GREEN STANDARDS[1]

Use of Proceeds

The Bonds finance prepayment of electricity derived from renewable energy for the benefit of Pioneer customers. Proceeds also finance capitalized interest, fund bond reserves, and pay costs of issuance. The prepayment will provide electricity to Pioneer for 30 years from a suite of renewable energy facilities referred to as the "Clean Energy Project." This 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 transaction structure allows Pioneer to use tax-exempt financing to reduce the cost of procuring energy for participating customers. The Bonds present a model for the 24 other community choice aggregators in California to follow, and further expand access to low-cost renewables for residential and commercial customers. Details on the financing structure are discussed in the Official Statement.

The Clean Energy Project

Electricity will be sourced from geothermal and solar facilities as described below and outlined in Table 1:

- The Calpine facility, located north of San Francisco in the Mayacamas Mountains, is part of the largest complex of geothermal power plants in the world (The Geysers). Owned and operated by Calpine, the facility uses naturally occurring steam and hot water to produce electricity. Collectively, The Geysers have a generation capacity of approximately 725 MW.
- Yellow Pine Solar II, located in Clark County, Nevada, has a total capacity of 125 MW. The solar project is scheduled to be operational in June 2023.

[1] Green Bonds are any type of bond instrument where the proceeds will be exclusively applied to finance or refinance eligible Green Projects which are aligned with the four core components of ICMA's Green Bond Principles.

- The Sandrini Solar Park will be located in the San Joaquin Valley and is expected to have a total installed capacity of 200 MW. Construction is in progress and expected to be online in September 2023. The power purchase agreement start date is January 1, 2024.

Table 1. Clean Energy Project Power Purchase Agreements ("PPA")

Project Name	Location	PPA Term	Project Type	Expected Commercial Operation Date	Capacity	Annual Assigned Prepaid Quantity (MWh)
Calpine	Various	10 years	Geothermal	Operational	8 MW	70,272
Yellow Pine Solar II	Clark County, NV	20 years	Solar and Battery Storage	5/30/2024	113 MW	147,606
Shell EDPR CA Solar Park (Sandrini)	Kern County, CA	14 years	Solar	9/30/2023	40 MW	97,468

The Clean Energy Purchase Contract has a 30-year term. It is expected that Pioneer will assign new contracts that will be delivered through the remaining term of the Clean Energy Purchase Contract. Pursuant to Pioneer's goals and the emission performance standards in California, it is expected that all electric deliveries to Pioneer through the life of the Clean Energy Purchase Contract will be renewable or zero carbon.

The Power Purchase Agreements include a backup plan in the event of a failure to deliver energy, which involves supplying equivalent replacement power or power from California's electric grid. California has a renewables portfolio standard and a healthy mix of renewable power in the grid, but it is not 100% renewable.

Net Zero Alignment

Bonds are net zero aligned if bond-financed activities advance goals to reach net zero greenhouse gas emissions by 2050. Activities financed by CCCFA's Bonds are net zero aligned by increasing the use of renewable energy and reducing greenhouse gas emissions associated with electricity production and consumption. The Bonds enable decarbonization of the electric sector and align with statewide renewable portfolio standard targets for 60% renewables by 2030 and 100% carbon-free by 2045.

Advancing the Just Transition

The Bonds also finance activities which align with the *just transition,* characterized by the equitable inclusion and accommodation of all individuals, with a special focus on disadvantaged groups who may be directly or indirectly affected by the structural changes necessary for the transition to a low-carbon economy. Community choice aggregators provide a unique opportunity for all residents and businesses in the region to access affordable clean energy.

Process for Project Evaluation and Selection

Pioneer Community Energy

Pioneer Community Energy has an adopted *Integrated Resource Plan* (IRP) that is the primary planning document for long-term priorities and strategies. As required by state law, the IRP must be certified by the California Public Utilities Commission every two years. Pioneer's IRP sets out how they will meet statewide requirements for reducing greenhouse gas emissions within the power sector while ensuring grid reliability and competitive rates. Through the IRP planning process, and other Pioneer planning activities, the need for prepayment for renewable power was identified and prioritized.[2]

[2] "Pioneer Community Energy 2022 Integrated Resource Plan," Pioneer Community Energy, November 1, 2022, https://pioneercommunityenergy.org/wp-content/uploads/2022/11/pioneer_irp_public_v1.pdf.

The Bonds advance a shared goal within the IRP and Pioneer's *2021-2024 Strategic Plan* - to diversify Pioneer's energy portfolio through prepayments of solar, solar plus energy storage, and geothermal energy. Pioneer's Board of Directors ultimately approves power purchase agreements.

Bond proceeds also support Pioneer's commitment to provide reliable, affordable, clean energy options while pursuing projects that prioritize economic development and environmental stewardship to local service areas. Pioneer has established a Community Program Advisory Committee for local and public input on economic, environmental, and social impacts of Pioneer projects on customers and communities. Additionally, Pioneer uses a proprietary financial model to forecast power supply costs and uses the California Energy Commission's Clean System Power Calculator Tool to ensure that Pioneer meets the State's 2035 greenhouse gas targets.

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 Pioneer. 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. This list 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 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.

Management of Proceeds

Proceeds from the Bonds will solely be allocated to finance prepayment for electricity derived from renewable energy, pay capitalized interest, and pay costs of issuance. Upon closing, CCCFA will immediately acquire a 30-year supply of renewable electricity through the energy supplier, Aron Energy Prepay 15 LLC, for the sole benefit of Pioneer. While proceeds delivered to the electricity supplier may be comingled with other funds before payment to energy suppliers, the total amount must be used exclusively over the terms of the contracts to acquire a supply of eligible green energy. In Kestrel's view, this management of proceeds through a third party retains alignment with market standards and enables the expansion of renewable energy contracts. Ultimately, this transaction structure enables acquisition of renewable electricity and is an exemplary, cost-saving model for community choice aggregators to follow.

Reporting

CCCFA will submit continuing financial disclosures to the Municipal Securities Rulemaking Board ("MSRB") as long as the Bonds are outstanding, as well as reports in the event of material developments. This reporting will be done annually on the Electronic Municipal Market Access ("EMMA") system operated by the MSRB.

Pursuant to the California Energy Commission's ("CEC") annual reporting requirements, Pioneer provides a Power Source Disclosure that includes all energy procurement activities, including the power purchase agreements. Greenhouse gas emissions are calculated based on the CEC template that Pioneer submits and is reflected on the Power Content Label. These disclosures are made available on the CEC website: energy.ca.gov/programs-and-topics/programs/power-source-disclosure.

In California, community choice aggregators ("CCAs") such as Pioneer are considered Electric Load-Serving Entities and are therefore subject to Power Source Disclosures, renewables portfolio standards, and reliability standards set forth by the California Public Utilities Commission and the California Energy Commission. Power Source Disclosure is managed by the California Energy Commission and requires CCAs to report the types of energy sources used for retail sales. In addition, Pioneer regularly submits an *Integrated Resource Plan* to the California Public Utilities Commission, which provides a roadmap on planning and progress towards meeting statewide requirements for greenhouse gas emission reduction targets within the electric sector. As required by California Energy Commission, CCAs also report annually on the Renewable Portfolio Standard Plan that describes the status and plan to meet annual and long-term renewable energy contracting requirements.

IMPACT AND ALIGNMENT WITH UN SDGs

The Clean Energy Project is helping to address United Nations Sustainable Development Goals ("UN SDGs") 7, 9, 11, and 13 by ensuring clean and renewable electricity for Pioneer customers. The prepayment of renewable electricity increases renewable energy production and aligns with Targets 7.1, 7.2, and 9.1. Financing renewable energy to reduce greenhouse gas emissions and expand clean energy production supports Target 9.4. Increased use of renewable energy contributes to improved air quality and supports Target 11.6. The Clean Energy Project features renewable energy alternatives to avoid greenhouse gas emissions which advances Target 13.2.

Full text of the Targets for Goals 7, 9, 11, and 13 are available in Appendix A, with additional information available on the United Nations website: un.org/sustainabledevelopment

Affordable and Clean Energy (Target 7.1, 7.2)

Possible Indicators

- Renewable energy share in the total energy portfolio
- Renewable energy produced
- Metric tons of greenhouse gas emissions avoided
- Number of people with access to renewable energy services

Industry, Innovation and Infrastructure (Target 9.1, 9.4)

Possible Indicators

- CO_2 emissions per unit of value added
- Reduction in fossil fuel use as a result of bond projects
- Total renewable 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 California Community Choice Financing Authority Clean Energy Project Revenue Bonds, Series 2023A (Green Bonds) are impactful, net zero aligned, and conform, in all material respects, with the Green Bond Principles (2021) in the *Renewable Energy* eligible project category. The Clean Energy Project is uniquely positioned to expand affordable access to renewable energy through community choice aggregators in California.

ABOUT KESTREL VERIFIERS

For over 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 kestrelverifiers.com.

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DISCLAIMER

This Opinion aims to explain how and why the discussed financing meets the ICMA Green Bond Principles based on the information that was provided by CCCFA or Pioneer or made publicly available by CCCFA or Pioneer and relied upon by Kestrel only during the time of this engagement (November-December 2022), and only for purposes of providing this Opinion.

We have relied on information obtained from sources believed to be reliable, and assumed the information to be accurate and complete. However, Kestrel Verifiers can make no warranty, express or implied, nor can we guarantee the accuracy, comprehensive nature, merchantability, or fitness for a particular purpose of the information we were provided or obtained.

By providing this Opinion, Kestrel Verifiers is neither addressing nor certifying the credit risk, liquidity risk, market value risk or price volatility 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 by us. Furthermore, we are not responsible for surveillance, monitoring, or implementation of the project, or use of proceeds.

The Opinion delivered by Kestrel Verifiers is for informational purposes only, is current as of the date of issuance, and 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 or Pioneer, nor its ability to pay principal and interest when due. This Opinion does not address the suitability of a Bond as an investment, and contains no offer, solicitation, endorsement of the Bonds nor any recommendation to buy, sell or hold the Bonds. Kestrel Verifiers accepts no liability for direct, indirect, special, punitive, consequential or any other damages (including lost profits), for any consequences when third parties use this Opinion either to make investment decisions or to undertake any other business transactions.

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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.

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

California Community Choice Financing Authority • Clean Energy Project Revenue Bonds (Green Bonds)
Series 2023A-1 (Term Rate), Series 2023A-2 (SOFR Index Rate) and Series 2023A-3 (Term Rate) (Federally Taxable)

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