



**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
NOTICE OF REGULAR MEETING
Board of Directors**

NOTICE IS HEREBY GIVEN by the undersigned, as the Executive Director of the Southern California Public Power Authority, that a regular meeting of the Board of Directors is to be held as follows:

Thursday, May 15, 2025

10:00 AM

**Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740**

The regular meeting will also be conducted by teleconference from:

Burbank Water & Power
164 W. Magnolia Blvd.
BWP Board Room #302
Burbank, CA 91502

Any writings or documents provided to the Board of Directors regarding any item on this agenda subsequent to distribution of the agenda packet will be made available for public inspection at SCPPA's Office set forth above, during normal business hours. Members of the public may participate in the meeting in person or via teleconferencing and may also view any documents made available during the meeting, using the following information:

Call

Dial: 888-788-0099
Meeting ID: 923 7238 1802
Passcode: 914368

Meeting

Zoom: [Join Meeting](#)
Meeting Materials: [Access Here](#)

SCPPA, upon request, will provide reasonable accommodation to the disabled to ensure equal access to its meetings. To ensure availability, such request should be made 72 hours in advance of the Meeting by contacting the Authority at (626) 793-9364 or administration@scppa.org during business hours.

The following matters are the business to be transacted and considered by the Board of Directors.

1. NOTICE / AGENDA AND OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Members of the public may address the Board at this time on any item on today's agenda or any other item that is within the subject matter jurisdiction of the Board. Comments from members of the public shall be limited to three (3) minutes unless additional time is approved by the Board. Any member of the Board may request that items on the agenda be taken out of order, or that items be added to the agenda pursuant to the provisions of Section 54954.2(b) of the California Government Code.

2. EXECUTIVE DIRECTOR REPORT

The Executive Director will provide a report on the activities of the Authority since the last Board Meeting.

A. Working Group Update

3. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion, unless one or more Board members, staff, or a member of the public requests that specific items be discussed and/or removed for separate discussion or action.

A. Minutes of the Board of Directors Meeting

- Regular Meeting Minutes: April 17, 2025

B. Receive and File:

1. Finance Committee Meeting Minutes: April 7, 2025
2. Monthly Investment Report: March 2025
3. Quarterly Investment Report: March 2025
4. SCPA A&G Budget Comparison Report: March 2025
5. Palo Verde Report: April 2025
6. Magnolia Power Project Operations Report: April 2025
7. Federal Legislative Report: April 2025
8. Investment Committee Meeting Minutes: May 5, 2025

C. Resolution 2025-021

Amendment No. 3 to Professional Services Agreement with PFM Financial Advisors LLC

D. Resolution 2025-022

Approve Amendment No. 2 to the Master Professional Services Agreement with K2 Fabrication, Inc DBA K2 Design and Fabrication

E. Resolution 2025-075

Adopting and approving a revised Investment Policy for the Authority

4. CHIEF FINANCIAL & ADMINISTRATIVE OFFICER REPORT

A. Canyon Power Project Bond Refunding Update

B. Resolution 2025-023

Authorizing Issuance of Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and 2025-2 (Third Tranche), authorizing the execution and delivery of various agreements and documents in connection therewith, and authorizing the officers, Executive Director, and Chief Financial and Administrative Officer of the Authority to do all things deemed necessary or advisable in connection with therewith.

C. Resolution 2025-024

Approve Fiscal Year 2025-26 Administrative and General Expense Budget

D. Resolution 2025-025

Approve Adjustment of Classification and Salary Schedule incorporating Cost of Living Adjustment in the Fiscal Year 2025-26 Administrative and General Expense Budget

5. ASSET MANAGEMENT REPORT

A. Resolution 2025-026 through 2025-074

Approve Fiscal Year 2025-26 Project Budgets

6. PROJECT DEVELOPMENT REPORT

A. Update regarding SCPPA's 2025 Q1/Q2 Request for Proposals for Renewable Energy Resources and Energy Storage Solutions

7. GOVERNMENT AFFAIRS REPORT

The Director of Government Affairs will report on regional, state, and/or federal legislative and regulatory activities affecting Southern California public power utilities, including climate change, air quality, wildfire mitigation, renewable energy and traditional energy resources, transportation and building electrification, alternative energy supplies, resource planning, market and utility operations, and joint powers agreements.

A. State Regulatory Update, Including Advanced Clean Fleets

B. State Legislative Update, Including Cap and Trade, Affordability Legislation (SB 254, Becker), Pathways Initiative, and Wildfire Bills

C. Federal Issues Update, Including Tax-Exempt Municipal Bonds and Clean Energy Incentives

D. SCPPA's 2025 Policy Staff Tour (July 23-25)

8. BOARD MEMBER COMMENTS

A. Opportunity for Board Members to bring up informational items or request that an item be added to a future Board Agenda.

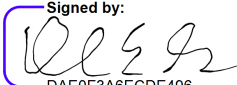
9. CLOSED SESSION

A. Performance Evaluation – Executive Director

B. Performance Evaluation – General Counsel

C. Conference with Labor Negotiators; Govt. Code §54957.6: Agency Designated Representative: Todd Dusenberry. Unrepresented employee positions: Executive Director and General Counsel

10. ADJOURNMENT

Signed by:

DAE0F3A6ECDE496...

Daniel E Garcia
Executive Director
Southern California Public Power Authority



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
GLENDALE, CA 91740
(626) 793-9364

WWW.SCPPA.ORG

MEMO

TO: SCPPA Board of Directors

FROM: Daniel E Garcia, Executive Director

DATE: Tuesday, May 6, 2025

RE: Working Group Updates

WORKING GROUP SUMMARY

ASSET MANAGEMENT

The Asset Management Working Group last met on April 24, 2025, and discussed New Nuclear, Federal issues, including Muni-Bonds, Department of Energy Funding Cuts. Updates on Energy and Climate Executive orders, including discussion of President Trump's focus on oil, natural gas, coal, Hydropower, Geothermal, Critical Minerals and Nuclear Energy Resource. Discussed historical renewables proposal for 2014 through 2024 and current updates on SCPPA's 2025 RFPs for Renewable Energy Resources/ Solutions, including current risks inhibiting RFP proposals; risks for buyer and risks for seller. Project RFP updates for Mead Adelanto HVDC upgrade , Magnolia Gas Services Marketer and request for a panel reviewer for the Linden Wind WEC O&M RFP. This working group also discussed updates to the Palo Verde Power Sales Agreement, Participation, Transmission Losses, License extension and strategic Capital Improvement Plan. Project Budget FY 25/26 developments and approval schedule provided.

The next Asset Management Working Group is scheduled for Thursday, July 24, 2025.

ASSISTANT GENERAL MANAGER (AGM)

The AGM Working Group last met on April 23, 2025, and discussed New Nuclear, Federal issues, including Muni-Bonds, Department of Energy Funding Cuts. Updates on Energy and Climate Executive orders, including discussion of President Trump's focus on oil, natural gas, coal, Hydropower, Geothermal, Critical Minerals and Nuclear Energy Resource.

Discussed historical renewables proposal for 2014 through 2024 and current updates on SCPPA's 2025 RFPs for Renewable Energy Resources/ Solutions, including current risks inhibiting RFP proposals; risks for buyer and risks for seller. Project RFP updates for Mead Adelanto HVDC upgrade , Magnolia Gas Services Marketer and request for a panel reviewer for the Linden Wind WEC O&M RFP. This working group also discussed updates to the Palo Verde Power Sales Agreement, Participation Agreement, Transmission Losses, License extension and strategic Capital Improvement Plan. Project Budget FY 25/26 developments and approval schedule provided.

The next AGM Working Group is scheduled for Wednesday, July 23, 2025.

CUSTOMER PROGRAMS

The Customer Programs Working Group met on April 2, 2025, to discuss upcoming events like the SCPPA Annual Conference and Customer Engagement Summit. They also discussed the SB1037 Report, which was submitted to the CEC by the March 15th deadline, and were informed about upcoming updates to the reporting platform that would require a vote from members. The group discussed the 2024 Energy Efficiency Potential Study results and agreed to review the data further before the May 14th deadline.

Members were also notified that the updated Energy Efficiency Technical Reference Manual is complete, with a training session scheduled for April 10th. Mario De Bernardo presented the California State Auditor's findings on CPUC oversight of IOU energy efficiency programs, highlighting the risk to ratepayers due to underperformance. The auditor recommended that the Legislature consider eliminating funding for chronically underperforming programs. While this currently applies to IOUs, Mario noted it could become relevant for POUs in the future and will provide updates as needed.

The next meeting will be May 13th.

CYBERSECURITY

The Cybersecurity Working Group (CWG) did not meet this month as they are currently meeting on an ad-hoc basis. SCPPA has continued to reach out to the CWG the last couple of months for updated contacts and representatives from the interested SCPPA Members. A couple of documents have been shared with the CWG regarding the guidelines for the group

and the designation of representation for each Participating Member. SCPPA encourages the CWG to continue to review each of the documents, to assign a primary and secondary point of contact, and to make sure their General Manager executes the Non-Disclosure Agreement so future meetings can be scheduled.

DEMAND RESPONSE & REDUCTION SUB-WORKING GROUP (DRRWG)

This working group meets on an ad hoc basis. No meeting is currently scheduled.

FINANCIAL INCENTIVES and RATES

The Financial Incentives and Rates Working Group met on April 15, 2025, and received a presentation from Energia on the Future of Data Centers and the Electrical Grid Impacts as well as a presentation from Mario on Municipal Bonds. The presentation was well received and sparked a robust discussion. The group also discussed upcoming industry related events such as California Municipal Rates Group Conference and the Annual Customer Engagement Summit. The group also covered recent member developments and the new rate studies that they are currently working.

The next meeting will be on May 20th.

HYDROGEN & OTHER EMERGING TECHNOLOGIES

This working group meets on an ad hoc basis. No meeting is currently scheduled.

KEY ACCOUNTS

This group meets on an ad hoc basis, and a future meeting is currently not scheduled.

LEGAL

On April 30, 2025, SCPPA hosted a lunchtime legal seminar for the Legal Working Group. The law firm Holland & Hart LLP presented on select provisions in Power Purchase Agreements, including Change in Law and Tariffs. SCPPA plans to continue to coordinate quarterly lunchtime legal seminars for Legal Working Group members. The next Legal Working Group meeting will be held on June 26, 2025, and the next legal seminar is planned for late July 2025.

LEGISLATIVE

The Legislative Working Group (LWG) met on April 16th and April 24th. The LWG also had special meetings on April 29th and April 30th to specially discuss Cap and Trade strategy and SB 254 (Becker), which is a major affordability bill recently introduced.

The LWG discussed federal issues, including following the progress of federal tax policy that has implications for tax-exempt municipal bonds and the investment and production tax credits for renewable energy projects. Additionally, the LWG discussed presidential executive orders seeking to preserve the use of coal and target California's cap-and-trade policy.

On state legislation, the LWG discussed bills related to the Pathways Initiative, wildfire mitigation and response, and electricity affordability. The LWG, in coordination with the Regulatory Working Group, is also refining a proposal for Cap-and-Trade reauthorization, prioritizing allowance allocations, flexible use of allowances, and proposing that the Legislature use Cap-and-Trade as an opportunity to offset ratepayer costs. The next LWG meeting will be held on May 14th.

MUTUAL ASSISTANCE

The Mutual Assistance Sub-Working Group (MASG) met on May 6, 2025. The MASG discussed and revised Section 4 - Initial Triggers for Mutual Assistance of the Mutual Aid Playbook. Besides reviewing the Playbook, the MASG discussed having had no recent Mutual Assistance requests in April 2025. Members are still asked to provide their latest contacts for any trigger events and updates to their system equipment lists. The next MASG Meeting is scheduled for June 3, 2025.

NATURAL GAS

The Natural Gas Working Group last met on April 22, 2025. Topics of discussion included operation updates from Purewest, Pinedale's overproduction/underproduction, 10-year participant sales forecast update, EPA Air Quality rules update, Net Operating Revenue report for FY 2024-2025, and Wellhead production report and reserve updates for Pinedale and Barnett.

The next Natural Gas Working Group is scheduled for Tuesday, July 22, 2025.

PREPAY

A future meeting is currently not scheduled for the Prepay Working Group. Majority of the members of this Group are moving forward with working on a new energy prepay transaction and are meeting weekly to continue working on the transaction. Prepay Working Group meetings will be scheduled in the future on an as needed basis.

REGULATORY

The Regulatory Working Group (RWG) met on April 16th.

The RWG discussed matters at the California Air Resources Board (CARB) including Advanced Clean Fleets (ACF) rule engagement and updates to the Cap-and-Trade program; the Solar for All program development and upcoming RPS Training webinar; CA State Auditor Report on IOU and CCA Energy Efficiency programs; CalETC board meeting updates; the State Water Resources Control Board's (SWRCB) Utility Wildfire General Order; and the West-Wide Governance Pathways Initiative updates.

The next RWG meeting will be held on May 14th.

RENEWABLES

The Renewables Working Group (ReWG) met on April 15, 2025. The ReWG discussed the ongoing 9 developing projects and their status. SCPPA shared the latest proposals received with the Group and will move forward based on recommendations from the interested Members. The next ReWG Meeting is scheduled for May 20, 2025.

RESOURCE PLANNING

The Resource Planning Working Group (RPWG) met on May 1, 2025. The RPWG discussed updates from Governmental Affairs, Transmission, and industry Market Trends. The RPWG reviewed the new Standalone storage proposal received in April and discussed which projects to move forward. In addition, SCPPA had a short dialogue on Small Modular Reactors and plans to schedule a presentation on that emerging technology at an upcoming meeting.

The next RPWG Meeting is scheduled for June 5, 2025.

RISK MANAGEMENT

The Risk Management Working Group (RMWG) is scheduled to meet on May 7th. FactSet will present and provide a live demonstration of their platform, focusing on features and functionalities. Additionally, Group members may share provisions of their City Council or Board approved energy risk management policies.

The RMWG will next meet on June 4, 2025.

SAFETY

The Safety Working Group (SWG) did not meet this month. SWG continues to only meet on an ad-hoc basis.

TRANSPORTATION ELECTRIFICATION

The Transportation Electrification Working Group met on April 9, 2025, to upcoming industry related events such as Electric Vehicle Charging Summit and the Annual Customer Engagement Summit. The group was informed that the EV Load Management RFP has closed, and the Programs team is preparing to present new contracts to the Board for approval. They also received information about upcoming funding opportunities through Energize, which supports the construction of public, private, or shared medium- and heavy-duty ZEV charging or hydrogen fueling stations. Additionally, the group discussed ongoing challenges with DCFC reliability and shared how they are addressing related maintenance issues. The Government Affairs team provided updates on the status of the recent LCSF Amendments as well as an update on the EV Charging station uptime reporting bill.

The next meeting will be on May 13th.

TRANSMISSION & DISTRIBUTION ENGINEERING & OPERATIONS (TDE&O)

The Transmission Distribution Engineering & Operation (TDE&O) Working Group (TDE&O WG) met on May 6, 2025. The TDE&O WG discussed new updates from Legislative and Regulatory, Wildfire Mitigation, System Reliability Benchmarking, and future presentations from participating Members this year. In addition, the TDE&O WG received presentations from Anaheim on their Distribution Reliability Project and from Burbank on their forecasted load growth.

The next TDE&O WG Meeting is scheduled for June 3, 2025.

RECURRING/ROLLING SOLICITATIONS:

NAME: Request for Proposals: 2025 Q1/Q2 SCPPA Renewable Energy Resources and Energy Storage Solutions

WORKING GROUP: Renewables

ISSUE DATE: February 14, 2025 **CLOSE DATE:** June 30, 2025

DESCRIPTION:

SCPPA's semi-annual rolling RFP to solicit proposals from developers for renewable resources with or without energy storage (Solar, Wind, Geothermal, Biomass, and Small Hydro) utilizing the Inflation Reduction Act to meet Members' IRP and RPS goals.

NAME: Request for Proposals: 2025 Stand-Alone Energy Storage Systems

WORKING GROUP: Resource Planning

ISSUE DATE: March 11, 2025 **CLOSE DATE:** June 30, 2025

DESCRIPTION:

SCPPA Members seek Stand-Alone Energy Storage Systems (ESS) to support Members' procurement of renewable resources in meeting their Renewable Portfolio Standards (RPS) and procurement targets regarding Assembly Bill (AB) 2514. This RFP seeks proposals for stand-alone ESS in areas relevant to SCPPA Members' territories (CAISO Balancing Authority (BA), IID BA, and at specific locations within the LADWP BA system).

UPCOMING/RECENT SOLICITATIONS (NEW/CONTINUED SERVICES):

NAME: Request for Proposals (RFP): Mead-Adelanto Project (MAP) High-Voltage Direct Current (HVDC) Upgrade - Feasibility Study

DEPARTMENT: Asset Management

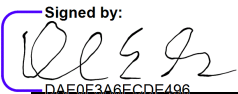
ISSUE DATE: August 2, 2024 CLOSE DATE: September 4, 2024

DESCRIPTION:

SCPPA issued an RFP to solicit competitive proposals from qualified respondents for a Technical Consultant to conduct a feasibility analysis for a potential Mead-Adelanto Project (MAP) High-Voltage Direct Current (HVDC) Upgrade.

NON-BOARD APPROVED CONTRACT EXTENSIONS:

- Extension of the Master Professional Services Agreement with Resource Innovation for final 3-year team. The Agreement will now expire on April 20, 2028

Signed by:

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Daniel E Garcia, Executive Director
Southern California Public Power Authority



MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

A regular meeting of the Board of Directors was held on **April 17, 2025**, at Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

The meeting was called to order at **10:20 AM** by the Board President, Todd Dusenberry. Daniel Garcia, Executive Director, went through the emergency safety protocols for the in-person meeting participants. Mr. Dusenberry went through the web conference protocol. Ms. Salpi Ortiz took attendance.

The following Board Members (B) or Alternates (A) were present:

Anaheim: Dukku Lee (B)
Azusa: Tikan Singh (B)
Banning: Fred Lyn (B)
Burbank: Mandip Samra (B)
Cerritos:
Colton: Charles Berry (B)
Glendale:
IID:
LADWP: Ashkan Nassiri (A)
Pasadena:
Riverside: David Garcia (B)
Vernon: Todd Dusenberry (B)

1. NOTICE/AGENDA AND OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Mr. Dusenberry noted that the meeting was noticed and posted as required under the Brown Act. Mr. Dusenberry invited comments from the public. There were no public comments. Mr. Dusenberry noted that Item 8, the Project Development Report, is being taken off the calendar today.

2. APPOINTMENT OF OFFICER – ASSISTANT SECRETARY

Due to the retirement of Peter Huynh, it is recommended that the Board appoint John Equina as Assistant Secretary for SCPPA effective May 1st. Danny Garcia will continue to serve as the other Assistant Secretary of SCPPA.

Moved by: Ashkan Nassiri, *Los Angeles Department of Water & Power*

Seconded: Charles Berry, *Colton Electric Utility*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	<i>X</i>			
Azusa	<i>X</i>			
Banning	<i>X</i>			
Burbank	<i>X</i>			
Cerritos				<i>X</i>
Colton	<i>X</i>			
Glendale				<i>X</i>
IID				<i>X</i>
LADWP	<i>X</i>			
Pasadena				<i>X</i>
Riverside	<i>X</i>			
Vernon	<i>X</i>			

3. EXECUTIVE DIRECTOR REPORT

A. Working Group Update

Mr. Garcia provided an update on the Strategic Plan discussions with the Executive Working Group (EWG), noting that the meeting was very productive. He thanked the EWG members for their time and encouraged the full Board to continue engaging in the Strategic Plan discussions.

Mr. Garcia also recapped the recent tour of the Palo Verde Nuclear Generating Station in Arizona, which included SCPPA staff and member representatives. He described the tour as an excellent learning experience and highlighted the valuable engagement around the future of nuclear energy.

B. Presentation by Randy Howard, Northern California Power Agency

Mr. Randy Howard, General Manager of the Northern California Power Agency (NCPA), gave a presentation on NCPA's Inter-Agency Resource Plan (IARP) and their ongoing efforts. He specifically highlighted their engagement in hydrogen initiatives, additional collaborative activities, and the Pathways Initiative. Mr. Howard answered questions from the Board of Directors.

4. CONSENT CALENDAR

A. Minutes of the Board of Directors Meeting

- Regular Meeting Minutes: March 20, 2025

B. Receive and File:

1. FY 24-25 Q2 Budget-to-Actual Variance Report
2. Finance Committee Meeting Minutes: March 3, 2025
3. Monthly Investment Report: February 2025
4. SCPA A&G Budget Comparison Report: February 2025
5. FY 24-25 Q2 Financial Report
6. 2024 San Juan Reclamation Annual Funding Status Report
7. 2024 San Juan Decommissioning Annual Funding Status Report
8. Palo Verde Report: March 2025
9. Magnolia Power Project Operations Report: March 2025
10. Federal Legislative Report: March 2025

C. Resolution 2025-012

Approval of Amendment No. 3 to a Master Professional Services Agreement with Eagle Systems International, Inc DBA Synergy Companies to increase the Not-to-Exceed Amount by \$4,000,000 and add additional energy efficiency measures

D. Resolution 2025-013

Approval of Amendment No. 1 to the Phase II Renewable Agreement between the Authority and the City of Colton to increase the Not-to-Exceed Amount by \$250,000

Moved by: Dukku Lee, *Anaheim Public Utilities*

Seconded: Charles Berry, *Colton Electric Utility*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Cerritos				X
Colton	X			
Glendale				X
IID				X
LADWP	X			
Pasadena				X
Riverside	X			
Vernon	X			

5. CHIEF FINANCIAL & ADMINISTRATIVE OFFICER

A. Resolution 2025-014

Authorizing the refunding of Canyon Power Project, Refunding Revenue Bonds, 2020 Series A (Fixed Rate Bonds) and 2020 Series C (Fixed Tender Bonds-Term Rate Mode), approving the execution and delivery of documents and agreements associated with said Bonds

Ms. Aileen Ma, Chief Financial & Administrative Officer, presented Resolution 2025-014 to the Board for consideration and approval.

Moved by: Dukku Lee, *Anaheim Public Utilities*

Seconded: Ashkan Nassiri, *Los Angeles Department of Water & Power*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Cerritos				X
Colton	X			
Glendale				X
IID				X
LADWP	X			
Pasadena				X
Riverside	X			
Vernon	X			

6. ASSET MANAGEMENT REPORT

A. FY 24-25 Q2 Budget-to-Actual Variance Report

Mr. Charles Guss, Senior Asset Manager, presented the FY 24-25 Q2 Budget-to-Actual Variance report to the Board.

B. Resolution 2025-015

Approval of a Professional Service Agreement with Power Engineers Inc. for a High-Voltage Direct Current Upgrade Feasibility Study for the Mead-Adelanto Project

C. Resolution 2025-016

Approval of a Funding Agreement with Startrans I, Inc, and/or Startrans I.O., LLC to fund a High-Voltage Direct Current Upgrade Feasibility Study for the Mead-Adelanto Project

Mr. Guss presented Resolutions 2025-015 and 2025-016 to the Board for consideration and approval.

Moved by: Scott Lesch, *Riverside Public Utilities*

Seconded: Dukku Lee, *Anaheim Public Utilities*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank			X Abstained from voting	
Cerritos				X
Colton	X			
Glendale				X
IID				X
LADWP	X			
Pasadena				X
Riverside	X			
Vernon	X			

7. PROGRAM DEVELOPMENT REPORT

A. Resolution 2025-017

Approval of a Master Professional Services Agreement to EvGateway for Electric Vehicle Charging Station Demand Management Support Services

B. Resolution 2025-018

Approval of a Master Professional Services Agreement to Livingston Energy Group d/b/a Lynkwell for Electric Vehicle Charging Station Demand Management Support Services

C. Resolution 2025-020

Approval of a Master Professional Services Agreement with Zevtron LLC, for Electric Vehicle Charging Station Demand Management Support Services

Mr. Brandon Czworniak presented Resolutions 2025-017, 2025-018 and 2025-020 to the Board for consideration and approval.

Moved by: Charles Berry, *Colton Electric Utility*

Seconded: Fred Lyn, *Banning Electric Utility*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	<i>X</i>			
Azusa	<i>X</i>			
Banning	<i>X</i>			
Burbank	<i>X</i>			
Cerritos				<i>X</i>
Colton	<i>X</i>			
Glendale				<i>X</i>
IID				<i>X</i>
LADWP	<i>X</i>			
Pasadena				<i>X</i>
Riverside			<i>X Abstained from voting</i>	
Vernon	<i>X</i>			

8. Project Development Report – Item was removed from calendar

A. Update regarding SCPPA's 2025 Q1/Q2 Request for Proposals for Renewable Energy Resources and Energy Storage Solutions

9. LEGAL

A. Resolution 2025-019

Approval of Amended Conflict of Interest Code

Mr. Armando Arballo, Assistant General Counsel, presented Resolution 2025-019 to the Board for consideration and approval.

Moved by: Mandip Samra, *Burbank Water & Power*

Seconded: David Garcia, *Riverside Public Utilities*

Ms. Ortiz took a Roll Call vote:

	Yes	No	Present, Not Voting	Absent
Anaheim	<i>X</i>			
Azusa	<i>X</i>			
Banning	<i>X</i>			
Burbank	<i>X</i>			
Cerritos				<i>X</i>
Colton	<i>X</i>			
Glendale				<i>X</i>
IID				<i>X</i>
LADWP	<i>X</i>			
Pasadena				<i>X</i>
Riverside	<i>X</i>			
Vernon	<i>X</i>			

10. GOVERNMENT AFFAIRS REPORT

C. Federal Issues Update, Including Tax-Exempt Municipal Bonds and Department of Energy Program Cuts

Mr. De Bernardo provided a Federal Issues Update, noting that recent attention has been centered on the Tax Bill. He reported that Republicans passed a budget plan that sets the stage for a filibuster-proof tax reform package. He also provided updates on tax-exempt municipal bonds and proposed cuts to Department of Energy programs.

A. State Regulatory Update, including Advanced Clean Fleets, State Audit of Investor-Owned Utility Energy Efficiency Programs, and Assembly Bill 1373 Central Procurement

Ms. Elisabeth de Jong, Government Affairs Manager, presented a state regulatory update including Advanced Clean Fleets, State Audit of Investor-Owned Utility Energy Efficiency Programs, and Assembly Bill 1373 Central Procurement. Ms. De Jong answered questions from the Board.

B. State Legislative Update, including Permitting Reform Report, Pathways Initiative Bill, Wildfire-Related Bills, and Other Energy-related Bills

Ms. Natalie Seitzman, Government Affairs Manager, provided a state legislative update, which included the Permitting Reform Report, the Pathways Initiative bill, wildfire-related legislation, and other energy-related bills.

11. BOARD MEMBER COMMENTS

A. Opportunity for Board Members to bring up informational items or request that an item be added to a future Board Agenda.

There were no informational items raised, nor items suggested to be added to a future Board Agenda.

12. ADJOURNMENT

Mr. Dusenberry adjourned the meeting at 1:12 p.m.

Respectfully Submitted,

Daniel E Garcia
Executive Director



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT

GLENDORA, CA 91740

(626) 793-9364 – FAX: (626) 793-9461

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MINUTES OF THE REGULAR MEETING OF THE FINANCE COMMITTEE OF SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

The meeting of the Finance Committee was held on **April 7, 2025**, at the SCPPA Glendora office and by teleconference from Imperial Irrigation District. The meeting commenced at 10:30 A.M. and adjourned at 11:43 A.M.

Mr. Corbi (Committee Chair) took attendance. **Committee members/Alternate Committee members present for the Finance Committee Meeting were:** Brian Beelner (*Anaheim*); Daniel Smith (*Azusa*); Jim Steffens (*Banning*); Joseph Lillio (*Burbank*); Ren Zhang (*Colton-joined at 10:38 am*); David Davis (*Glendale*); Belen Valenzuela (*IID-Teleconference*); Peter Huynh (*LADWP*); Herman Leung (*Pasadena*); Kristina Bernal (*Riverside*); and Richard Corbi (*Vernon*).

Others attendees were: Rita Rivera (*Riverside-Teleconference*); Victor Hsu (*Norton Rose Fulbright*); Mike Berwanger (*PFM Financial Advisors*), Louise Houghton, and Jim Carbone (*PFM Financial Advisors-Teleconference*); John Equina, Grace Mao and Francisco Olivares-Ortiz (*LADWP/SCPPA-LA*); Houbert Yousef (*LADWP/SCPPA-LA-Teleconference*); Aileen Ma, Charles Guss, Christine Godinez and Anna Mendoza (*SCPPA*); Daniel Garcia (*SCPPA-Teleconference*)

1. Opportunity for the Public to Address the Committee

Mr. Corbi invited any members of the public to provide comments. No public comments were made.

2. Consent Calendar

Mr. Corbi presented the Consent Calendar to the Committee for consideration. The Committee recommended forwarding the following report to the Board of Directors (Board) for receipt and filing.

- A. Minutes of the March 3, 2025 Finance Committee meeting
- B. Investment Report for the month ended February 28, 2025
- C. Administrative & General Expense (A&G) Budget Comparison Report for the month ended February 28, 2025

Moved By: Richard Corbi

Seconded By: David Davis

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton				X
Glendale	X			
IID			X	
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

3. Financial Statements

Ms. Mao presented the Financial Statements for the quarter ended December 31, 2024 to the Committee for review and consideration. The Committee recommended forwarding the Financial Statements to the Board for receipt and filing.

Moved By: Brian Beelner
Seconded By: Richard Corbi

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton				X
Glendale	X			
IID			X	
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

4. Project Budget Comparison Report

Mr. Guss presented the Project Budget Comparison Report for the quarter ended December 31, 2024 to the Committee for review and consideration. The Committee recommended forwarding the report to the Board for receipt and filing.

Moved By: Richard Corbi

Seconded By: Jim Steffens

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton	X			
Glendale	X			
IID	X			
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

5. San Juan Reclamation and Decommissioning Annual Funding Status Reports

Ms. Ma presented the 2024 San Juan Reclamation and Decommissioning Annual Funding Status Reports to the Committee for review. The Committee recommended forwarding the reports to the Board for receipt and filing.

Moved By: Richard Corbi

Seconded By: David Davis

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton	X			

Glendale	X			
IID	X			
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

6. Southern Transmission System (STS) Renewal Project Revenue Bonds

Mr. Berwanger provided the Committee with an update on the financing plan for the issuance of the third tranche of revenue bonds for the STS Renewal Project and responded to Committee member questions.

7. Renewable Energy Prepayment

Mr. Berwanger provided the Committee with an update on the anticipated schedule of the proposed financing of a new renewable energy prepayment and responded to Committee member questions.

8. Canyon Power Project Refunding Revenue Bonds

Mr. Beelner provided the Committee with an update on the refinancing of the Canyon Power Project outstanding Refunding Revenue Bonds. The Committee reviewed and recommended to the Board the adoption of a Resolution authorizing the issuance of refunding revenue bonds and various agreements relating to the refunding revenue bonds.

Moved By: Brian Beelner

Seconded By: Richard Corbi

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
Anaheim	X			
Azusa	X			
Banning	X			
Burbank	X			
Colton	X			
Glendale	X			
IID	X			
LADWP	X			
Pasadena	X			
Riverside	X			
Vernon	X			

9. Market and Variable Rate Demand Obligation (VRDO) Update

Mr. Berwanger provided the Committee with a market update and VRDO status report.

10. Unsolicited Proposals

Mr. Berwanger provided the Committee with a summary of unsolicited proposals received from investment bankers.

11. Fiscal Year 2025-26 Budget

Mr. Guss presented the proposed budget for fiscal year 2025-26 related to projects and addressed questions from the Committee regarding the project budgets. Ms. Ma presented the proposed budget for fiscal year 2025-26 for administrative and general expenses (A&G) and responded to questions and comments from the Committee about the A&G budget.

The Committee was asked to review the proposed budgets for projects and A&G after the meeting and submit any questions or comments by April 18, 2025. The final proposed budget will then be presented to the Committee at the May Finance Committee meeting.

12. Committee Member and Staff Comments

The Committee members and staff were given the opportunity to bring up informational items and/or suggest topics for future Committee meetings. No new topics were suggested.

**THE NEXT FINANCE COMMITTEE MEETING
WILL BE MAY 5, 2025.**



Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364

April 30, 2025

Mr. Daniel E Garcia
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, California 91740

Dear Mr. Garcia:

Enclosed is the **March 2025 Investment Report** for the Palo Verde, Southern Transmission System (STS), Southern Transmission System Renewal, San Juan, Magnolia Power, Natural Gas, Natural Gas Prepaid, Mead-Adelanto, Mead-Phoenix, Don A. Campbell/Wild Rose Geothermal, Don A. Campbell 2 Geothermal, Canyon Power, Pebble Springs Wind, Tieton Hydropower, MWD Hydro, Linden Wind, Clean Energy, Milford Wind I, Milford Wind II, Windy Point/Flats, Ameresco, Apex Power, Copper Mountain Solar 3, Columbia 2 Solar, Eland 1, Eland 2, Heber 1 Geothermal, Ormat No. Nevada Geothermal, Ormesa Geothermal, ARP – Loyaltan Biomass, Springbok 1 Solar, Springbok 2 Solar, Springbok 3 Solar, Kingbird Solar, Summer Solar, Astoria 2 Solar, Antelope Big Sky Ranch, Antelope DSR 1, Antelope DSR 2, Puente Hills Landfill Gas, Whitegrass No. 1 Geothermal, Star Peak Geothermal, Desert Harvest II, Roseburg Biomass, Red Cloud Wind, Coso Geothermal, Mammoth Casa Diablo IV, and Daggett Solar Power 2 Projects; and for the Project Stabilization, San Juan Mine Reclamation Trust, San Juan Decommissioning Trust, and the SCPPA Decommissioning Trust Funds. The Portfolios for the Projects and Funds included in the Investment Report are in compliance with the SCPPA Investment Policy.

During the month of March, the Investment Group coordinated variable debt service payments of \$416,272 for the Magnolia Power, Linden Wind and Canyon Power Projects. Net swap payments of \$96,113 were made in accordance with the Interest Swap agreements for Canyon Power, Magnolia Power, and Natural Gas Prepaid Projects. On March 3, a fixed interest payment of \$14.8 million was made on the Clean Energy Project bonds. The net commodity swap receipt for the Natural Gas Prepaid Project was \$969,649.

\$207.3 million cash and maturities were invested in the various SCPPA project trust funds. Assets managed by the Investment Group for these funds had a market value of \$1.26 billion as of March 31, 2025, with an average yield of 4.27%. Total interest earned on the project funds for the month was \$4.7 million and year to date was \$51.8 million.

Based upon anticipated expenditures for each Project and required receipts from each Participant, SCPPA believes that it will be able to meet all its expenditure requirements for the next six months.

Sincerely,

GRACE MAO

Manager of Finance
Los Angeles Department of Water & Power

The Members of Southern California Public Power Authority work together to power sustainable communities.



Monthly Investment Report

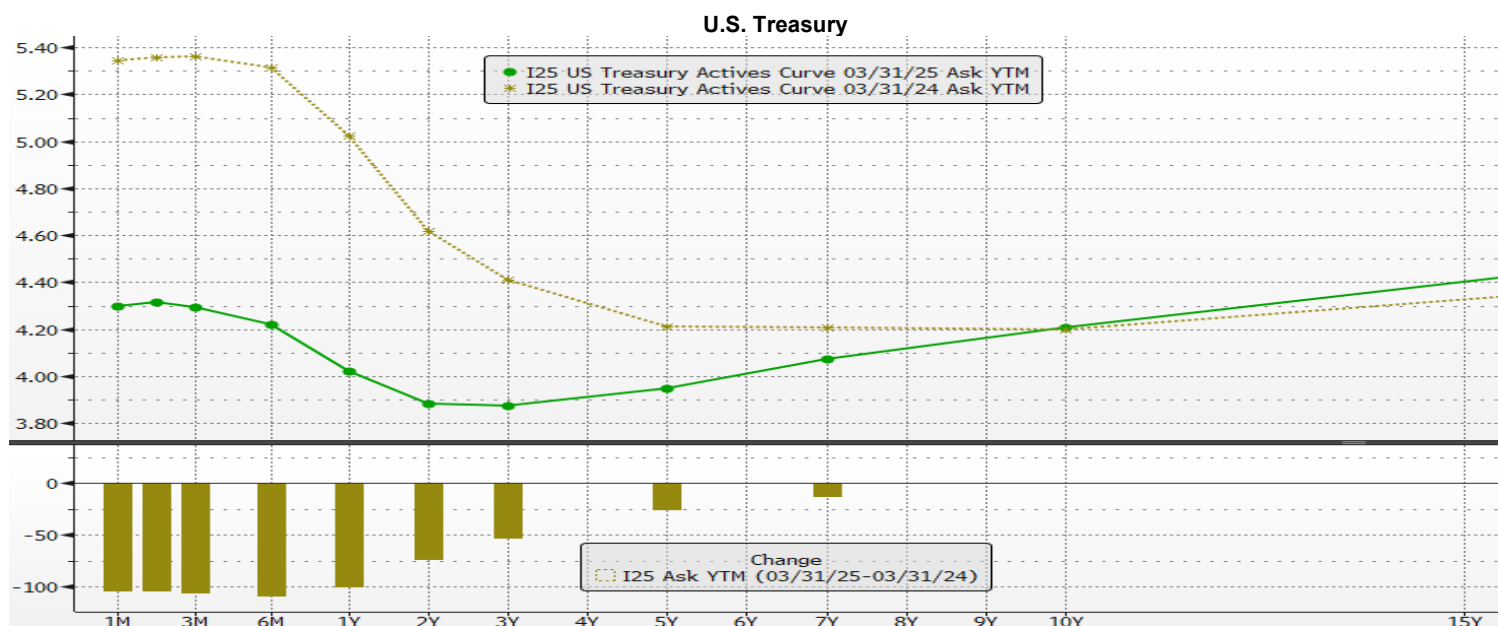
March 31, 2025

Projects	Portfolio Yield	Investment Cost	Carrying Value	Market Value	Portfolio Life ²	Cost of Capital ³
Palo Verde	4.40%	33,059,088	33,149,822	33,150,604	0.24	N/A
San Juan	4.44%	1,696,978	1,701,282	1,701,151	0.09	N/A
Magnolia	4.44%	64,171,918	64,512,439	64,507,233	0.18	2.97%
STS	4.37%	28,596,298	28,752,287	28,749,615	0.27	4.70%
STS Renewal	4.46%	412,848,104	414,490,185	414,361,056	0.92	4.01%
Mead-Phoenix	4.32%	2,890,569	2,901,082	2,900,550	0.10	2.53%
Mead-Adelanto	4.30%	3,986,321	3,999,221	3,998,690	0.09	2.53%
Natural Gas	4.16%	51,283,546	51,313,389	51,279,761	0.36	6.06%
Natural Gas Prepaid ¹	4.85%	23,142,559	23,142,559	23,143,266	9.09	5.09%
Canyon Power	4.40%	24,969,624	25,101,342	25,091,695	0.18	2.74%
Apex Power	4.35%	37,462,749	37,665,994	37,655,150	0.39	4.32%
SCPPA Decomm Trust Fund	3.73%	198,330,488	198,518,451	196,765,094	1.18	N/A
Project Stabilization Fund	4.56%	151,410,472	151,732,706	151,741,518	0.74	N/A
Tieton	4.34%	4,687,926	4,720,223	4,720,223	0.20	2.67%
Clean Energy	4.85%	13,878,281	13,878,281	13,878,281	4.81	N/A
Linden Wind	4.40%	13,092,293	13,119,154	13,114,135	0.65	3.15%
Milford Wind 1	4.34%	13,300,466	13,365,066	13,364,956	0.23	5.08%
Milford Wind 2	4.32%	8,365,397	8,420,115	8,419,565	0.20	1.05%
Windy Point Flats	4.33%	30,824,709	31,007,318	31,005,251	0.17	3.55%
Pwr Purchase Agreements Combined	3.81%	125,700,407	126,075,110	126,047,008	0.07	N/A
San Juan Reclaim Trust Fund	3.97%	17,716,129	17,801,582	17,758,012	0.43	N/A
San Juan Decomm Trust Fund	4.37%	2,361,131	2,362,670	2,361,731	0.23	N/A

¹ Weighted average remaining portfolio life for NG Prepaid includes GICs with AGL.

² In years

³ Cost of capital as of January 31, 2024 as provided by PFM.



Tenor	125 Ask YTM US Treasury Actives Curve 03/31/25	125 Ask YTM US Treasury Actives Curve 03/29/24	125 Ask YTM (Change) 03/31/25-03/29/24
1M	4.298	5.345	-104.70
2M	4.315	5.356	-104.20
3M	4.294	5.362	-106.80
6M	4.221	5.315	-109.40
1Y	4.020	5.024	-100.40
2Y	3.883	4.620	-73.70
3Y	3.874	4.409	-53.40
5Y	3.950	4.212	-26.30



Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364

April 30, 2025

Mr. Daniel E Garcia
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, California 91740

Dear Mr. Garcia:

Enclosed is the **March 2025 Quarterly Investment Report** for the Palo Verde, Southern Transmission System, Southern Transmission System Renewal, San Juan, Magnolia Power, Natural Gas, Natural Gas Prepaid, Mead-Adelanto, Mead-Phoenix, Canyon Power, Pebble Springs Wind, Tieton Hydropower, MWD Hydro, Milford Wind I, Milford Wind II, Linden Wind, Windy Point/Flats, Apex Power, Ameresco, Clean Energy Project, Don A. Campbell – Wild Rose Geothermal, Don A. Campbell 2 Geothermal, Copper Mountain Solar 3, Columbia 2 Solar, Eland Solar 1, Eland Solar 2, Heber 1 Geothermal, Ormat Nevada Geothermal, Ormesa Geothermal, Star Peak Geothermal, ARP – Loyaltan Biomass, Daggett Solar Power 2, Springbok 1 Solar, Springbok 2 Solar, Springbok 3 Solar, Kingbird Solar, Summer Solar, Astoria 2 Solar, Antelope Big Sky Ranch Solar, Antelope DSR 1, Antelope DSR 2, Puente Hills Landfill Gas, Whitegrass No. 1 Geothermal, Star Peak Geothermal, Desert Harvest II, Roseburg Biomass, Coso Geothermal, Red Cloud Wind, and Mammoth Casa Diablo IV Projects; and for the SCPPA Decommissioning Trust (Palo Verde), San Juan Mine Reclamation Trust, San Juan Decommissioning Trust, and Project Development Funds. The SCPPA Investment Policy (“Investment Policy”) requires the submission of a quarterly investment report to the Executive Director and the SCPPA Board.

The Project portfolios are managed in accordance with the Investment Policy, the California Government Code (“Code”), Indentures of Trust, and instruments governing financial arrangements entered into by SCPPA to finance and operate projects.

All investment transactions have been executed in accordance with the Investment Policy and guidelines. The project portfolios are in compliance with the limits established in the Investment Policy and the Code.

Please contact me at 213-367-3076 if you have any questions relating to the report.

Sincerely,

GRACE MAO

Manager of Finance

Los Angeles Department of Water & Power

The Members of Southern California Public Power Authority work together to power sustainable communities.



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

	GENERATION				
	PALO VERDE	SAN JUAN	MAGNOLIA	CANYON POWER	APEX POWER
I. PORTFOLIO PERFORMANCE					
A. PORTFOLIO YIELD					
Portfolio Yield to Maturity	4.40%	4.44%	4.44%	4.40%	4.35%
B. RETURN ON ASSETS					
Total Earnings (Yr-to-Date)	\$ 1,296,933	\$ 96,727	\$ 2,492,195	\$ 499,559	\$ 1,410,553
Rate of Return (Yr-to-Date)	5.12%	5.35%	4.32%	2.88%	5.14%
C. COMPARISON TO BUDGET					
Budgeted Earnings (Yr-to-Date)	\$ 1,080,000	\$ -	\$ 2,106,000	\$ 450,000	\$ 1,080,000
Actual Net Earnings (Yr-to-Date)	\$ 1,357,918	\$ 98,057	\$ 2,566,539	\$ 715,729	\$ 1,139,693
Over/(Under) Budget	\$ 277,918	\$ 98,057	\$ 460,539	\$ 265,729	\$ 59,693
II. PORTFOLIO STRUCTURE					
Carrying Value of Assets Held	\$ 33,149,822	\$ 1,701,282	\$ 64,512,439	\$ 25,101,342	\$ 37,665,994
Market Value of Assets Held	\$ 33,150,604	\$ 1,701,151	\$ 64,507,233	\$ 25,091,695	\$ 37,655,150
Market Value Cushion/(Shortfall)	\$ 782	\$ (131)	\$ (5,206)	\$ (9,647)	\$ (10,844)
Weighted Average Portfolio Life	0.24	0.09	0.18	0.18	0.39

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

GENERATION					
	PALO VERDE	SAN JUAN	MAGNOLIA	CANYON POWER	APEX POWER
III. PORTFOLIO COMPOSITION					
A: MARKET SECTOR (At Cost)					
AGENCY DISCOUNT NOTES	29.12%	29.12%	27.29%	43.75%	57.77%
BANKERS ACCEPTANCE	0.00%	0.00%	0.00%	0.00%	0.00%
BANK DEPOSITS	0.00%	0.00%	0.00%	0.00%	0.00%
COMMERCIAL PAPER	0.00%	0.00%	7.65%	22.80%	0.00%
GUARANTEED INVESTMENT CERTIFICATE	0.00%	0.00%	0.00%	0.00%	0.00%
MEDIUM TERM CORP. NOTES	0.00%	0.00%	0.00%	0.00%	0.00%
MONEY MARKET FUNDS	10.97%	12.08%	11.16%	6.97%	4.80%
MUNICIPAL BONDS	0.00%	0.00%	1.35%	0.00%	0.00%
SUPRANATIONALS	0.00%	0.00%	0.00%	0.00%	0.00%
NEGOTIABLE CDS	0.00%	0.00%	0.00%	0.00%	0.00%
US AGENCIES	55.68%	29.46%	20.66%	8.62%	20.82%
US TREASURIES	4.23%	29.34%	31.89%	17.86%	16.61%
	100.00%	100.00%	100.00%	100.00%	100.00%
B: DEALER COVERAGE (At Cost)					
ACADEMY SECURITIES	0.00%	0.00%	0.00%	0.00%	0.00%
AIG	0.00%	0.00%	0.00%	0.00%	0.00%
BANK OF NEW YORK MELLON	10.98%	0.00%	0.00%	0.00%	0.00%
CASTLEOAK SECURITIES	21.04%	29.35%	15.75%	0.00%	0.00%
DAIWA CAPITAL MARKETS	0.00%	0.00%	0.00%	0.00%	0.00%
FALCON SQUARE	4.23%	0.00%	16.23%	22.14%	0.00%
FHN FINANCIAL	11.10%	29.46%	0.00%	0.00%	0.00%
FIRST INTERSTATE BANK	0.00%	0.00%	0.00%	0.00%	0.00%
GREAT PACIFIC SECURITIES	6.04%	0.00%	2.59%	4.61%	6.13%
J ARON	0.00%	0.00%	0.00%	0.00%	0.00%
MASSMUTUAL LIFE INSURANCE	0.00%	0.00%	0.00%	0.00%	0.00%
MIZUHO SECURITIES	12.10%	0.00%	3.89%	0.00%	2.67%
MULTI-BANK SECURITIES	0.00%	0.00%	2.81%	0.00%	31.60%
OPPENHEIMER & CO.	0.00%	0.00%	13.90%	26.82%	0.00%
PIPER SANDLER	0.00%	0.00%	0.00%	0.00%	0.00%
PNC	0.00%	0.00%	18.10%	16.24%	4.75%
RAMIREZ & CO.	19.39%	0.00%	0.00%	0.00%	2.67%
RAYMOND JAMES	0.00%	29.11%	0.00%	0.00%	0.00%
SOCIETE GENERALE	0.00%	0.00%	0.00%	0.00%	0.00%
STIFEL	0.00%	0.00%	6.16%	0.00%	11.86%
UBS FINANCIAL	15.12%	0.00%	8.06%	23.22%	26.18%
US BANCORP	0.00%	0.00%	1.35%	0.00%	9.34%
U.S. BANK	0.00%	12.08%	11.16%	6.97%	4.80%
WELLS FARGO BANK	0.00%	0.00%	0.00%	0.00%	0.00%
	100.00%	100.00%	100.00%	100.00%	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

GREEN POWER						
	TIETON HYDRO	CLEAN ENERGY	MILFORD 1 WIND	MILFORD 2 WIND	LINDEN WIND	WINDY POINT/ WINDY FLATS
I. PORTFOLIO PERFORMANCE						
A. PORTFOLIO YIELD						
Portfolio Yield to Maturity	4.34%	4.85%	4.34%	4.32%	4.40%	4.33%
B. RETURN ON ASSETS						
Total Earnings (Yr-to-Date)	\$ 149,078	\$ 723,686	\$ 528,257	\$ 236,412	\$ 475,146	\$ 657,608
Rate of Return (Yr-to-Date)	3.99%	5.30%	3.64%	3.02%	6.61%	3.03%
C. COMPARISON TO BUDGET						
Budgeted Earnings (Yr-to-Date)	\$ 72,000	\$ -	\$ 531,000	\$ 225,000	\$ 180,000	\$ 486,000
Actual Net Earnings (Yr-to-Date)	\$ 190,283	\$ 704,427	\$ 734,184	\$ 336,371	\$ 262,799	\$ 675,172
Over/(Under) Budget	\$ 118,283	\$ 704,427	\$ 203,184	\$ 111,371	\$ 82,799	\$ 189,172
II. PORTFOLIO STRUCTURE						
Carrying Value of Assets Held	\$ 4,720,223	\$ 13,878,281	\$ 13,365,066	\$ 8,420,115	\$ 13,119,154	\$ 31,007,318
Market Value of Assets Held	\$ 4,720,223	\$ 13,878,281	\$ 13,364,956	\$ 8,419,565	\$ 13,114,135	\$ 31,005,251
Market Value Cushion/(Shortfall)	\$ -	\$ -	\$ (110)	\$ (550)	\$ (5,019)	\$ (2,067)
Weighted Average Portfolio Life	0.20	4.81	0.23	0.20	0.65	0.17

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

GREEN POWER						
	TIETON HYDRO	CLEAN ENERGY	MILFORD 1 WIND	MILFORD 2 WIND	LINDEN WIND	WINDY POINT/ WINDY FLATS
III. PORTFOLIO COMPOSITION						
A: MARKET SECTOR (At Cost)						
AGENCY DISCOUNT NOTES	79.94%	0.00%	50.92%	66.41%	47.01%	67.14%
BANKERS ACCEPTANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BANK DEPOSITS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
COMMERCIAL PAPER	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
GUARANTEED INVESTMENT CERTIFICA	0.00%	88.79%	0.00%	0.00%	0.00%	0.00%
MEDIUM TERM CORP. NOTES	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MONEY MARKET FUNDS	20.06%	11.21%	6.42%	6.48%	14.80%	3.17%
MUNICIPAL BONDS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
SUPRANATIONALS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
NEGOTIABLE CDS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
US AGENCIES	0.00%	0.00%	16.54%	10.88%	38.19%	8.11%
US TREASURIES	0.00%	0.00%	26.12%	16.23%	0.00%	21.58%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
B: DEALER COVERAGE (At Cost)						
ACADEMY SECURITIES	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
AIG	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BANK OF NEW YORK MELLON	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CASTLEOAK SECURITIES	0.00%	0.00%	11.15%	0.00%	0.00%	0.00%
DAIWA CAPITAL MARKETS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
FALCON SQUARE	0.00%	0.00%	14.97%	0.00%	0.00%	0.00%
FHN FINANCIAL	0.00%	0.00%	0.00%	9.85%	0.00%	7.87%
FIRST INTERSTATE BANK	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
GREAT PACIFIC SECURITIES	0.00%	0.00%	9.02%	10.88%	0.00%	8.11%
J ARON	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MASSMUTUAL LIFE INSURANCE	0.00%	64.13%	0.00%	0.00%	0.00%	0.00%
MIZUHO SECURITIES	0.00%	0.00%	7.52%	0.00%	0.00%	0.00%
MULTI-BANK SECURITIES	71.54%	0.00%	43.51%	33.48%	11.31%	26.92%
OPPENHEIMER & CO.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
PIPER SANDLER	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
PNC	0.00%	0.00%	0.00%	22.17%	30.39%	32.22%
RAMIREZ & CO.	0.00%	0.00%	0.00%	0.00%	30.55%	0.00%
RAYMOND JAMES	0.00%	0.00%	0.00%	0.00%	5.30%	0.00%
SOCIETE GENERALE	0.00%	24.66%	0.00%	0.00%	0.00%	0.00%
STIFEL	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
UBS FINANCIAL	8.40%	0.00%	7.41%	0.00%	0.00%	0.00%
US BANCORP	0.00%	0.00%	0.00%	17.13%	7.64%	21.71%
U.S. BANK	20.06%	11.21%	6.42%	6.48%	14.80%	3.17%
WELLS FARGO BANK	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

	TRANSMISSION				NATURAL GAS	
	SOUTHERN TRANSMISSION SYSTEM	SOUTHERN TRANSMISSION SYSTEM RENEWAL	MEAD PHOENIX	MEAD ADELANTO	PINEDALE/ BARNETT	PREPAID
I. PORTFOLIO PERFORMANCE						
A. PORTFOLIO YIELD						
Portfolio Yield to Maturity	4.37%	4.46%	4.32%	4.30%	4.16%	4.85%
B. RETURN ON ASSETS						
Total Earnings (Yr-to-Date)	\$ 648,683	\$ 23,746,930	\$ 102,562	\$ 117,502	\$ 1,810,015	\$ 813,061
Rate of Return (Yr-to-Date)	2.65%	4.92%	3.70%	3.74%	4.73%	4.83%
C. COMPARISON TO BUDGET						
Budgeted Earnings (Yr-to-Date)	\$ 621,000	\$ -	\$ 108,000	\$ 108,000	\$ 103,500	\$ 648,000
Actual Net Earnings (Yr-to-Date)	\$ 1,075,015	\$ 67,954	\$ 114,063	\$ 133,106	\$ 130,768	\$ 684,292
Over/(Under) Budget	\$ 454,015	\$ 67,954	\$ 6,063	\$ 25,106	\$ 27,268	\$ 36,292
II. PORTFOLIO STRUCTURE						
Carrying Value of Assets Held	\$ 28,752,287	\$ 414,490,185	\$ 2,901,082	\$ 3,999,221	\$ 51,313,389	\$ 23,142,559
Market Value of Assets Held	\$ 28,749,615	\$ 414,361,056	\$ 2,900,550	\$ 3,998,690	\$ 51,279,761	\$ 23,143,266
Market Value Cushion/(Shortfall)	\$ (2,672)	\$ (129,129)	\$ (532)	\$ (531)	\$ (33,628)	\$ 707
Weighted Average Portfolio Life	0.27	0.92	0.10	0.09	0.35	9.09

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

	TRANSMISSION				NATURAL GAS	
	SOUTHERN TRANSMISSION SYSTEM	SOUTHERN TRANSMISSION SYSTEM RENEWAL	MEAD PHOENIX	MEAD ADELANTO	PINEDALE/ BARNETT	PREPAID
III. PORTFOLIO COMPOSITION						
A: MARKET SECTOR (At Cost)						
AGENCY DISCOUNT NOTES	68.68%	38.42%	34.90%	31.21%	0.97%	0.00%
BANKERS ACCEPTANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BANK DEPOSITS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
COMMERCIAL PAPER	0.00%	0.00%	0.00%	0.00%	2.11%	0.00%
GUARANTEED INVESTMENT CERTIFICATE	0.00%	0.00%	0.00%	0.00%	0.00%	73.76%
MEDIUM TERM CORP. NOTES	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MONEY MARKET FUNDS	4.17%	4.32%	47.80%	56.25%	15.23%	21.92%
MUNICIPAL BONDS	0.00%	0.00%	0.00%	0.00%	1.41%	0.00%
SUPRANATIONALS	3.49%	14.37%	0.00%	0.00%	3.72%	0.00%
NEGOTIABLE CDS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
US AGENCIES	12.24%	28.95%	17.30%	12.54%	74.05%	4.32%
US TREASURIES	11.42%	13.94%	0.00%	0.00%	2.51%	0.00%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
B: DEALER COVERAGE (At Cost)						
ACADEMY SECURITIES	0.00%	5.98%	0.00%	0.00%	0.00%	0.00%
AIG	0.00%	0.00%	0.00%	0.00%	0.00%	41.54%
BANK OF NEW YORK MELLON	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CASTLEOAK SECURITIES	3.50%	8.39%	0.00%	0.00%	6.84%	0.00%
DAIWA CAPITAL MARKETS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
FALCON SQUARE	0.00%	10.80%	0.00%	0.00%	0.00%	0.00%
FHN FINANCIAL	0.00%	12.10%	0.00%	0.00%	0.00%	0.00%
FIRST INTERSTATE BANK	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
GREAT PACIFIC SECURITIES	0.00%	0.00%	0.00%	0.00%	12.23%	0.00%
J ARON	0.00%	0.00%	0.00%	0.00%	0.00%	32.22%
MASSMUTUAL LIFE INSURANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MIZUHO SECURITIES	1.75%	0.00%	17.30%	12.54%	1.95%	4.32%
MULTI-BANK SECURITIES	72.90%	0.00%	34.90%	31.21%	3.72%	0.00%
OPPENHEIMER & CO.	6.99%	5.97%	0.00%	0.00%	6.98%	0.00%
PIPER SANDLER	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
PNC	0.00%	0.00%	0.00%	0.00%	4.87%	0.00%
RAMIREZ & CO.	0.00%	4.82%	0.00%	0.00%	19.50%	0.00%
RAYMOND JAMES	0.00%	4.82%	0.00%	0.00%	3.75%	0.00%
SOCIETE GENERALE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
STIFEL	0.00%	0.00%	0.00%	0.00%	16.16%	0.00%
UBS FINANCIAL	8.95%	0.00%	0.00%	0.00%	5.85%	0.00%
US BANCORP	1.74%	0.00%	0.00%	0.00%	2.92%	21.92%
U.S. BANK	4.17%	39.94%	47.80%	56.25%	15.23%	0.00%
WELLS FARGO BANK	0.00%	7.18%	0.00%	0.00%	0.00%	0.00%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

POWER PURCHASE AGREEMENTS & MISCELLANEOUS					
	POWER PURCHASE AGREEMENTS (COMBINED)	SCPPA DECOMM. TRUST FUND	PROJECT DEVELOPMENT FUND	SAN JUAN MINE RECLAMATION TRUST FUND	SAN JUAN DECOMM. TRUST FUND
I. PORTFOLIO PERFORMANCE					
A. PORTFOLIO YIELD					
Portfolio Yield to Maturity	3.81%	3.73%	0.00%	3.97%	4.37%
B. RETURN ON ASSETS					
Total Earnings (Yr-to-Date)	\$ 3,198,716	\$ 5,404,634	\$ -	\$ 599,249	\$ 118,570
Rate of Return (Yr-to-Date)	3.86%	3.74%	0.00%	4.33%	4.59%
C. COMPARISON TO BUDGET					
Budgeted Earnings (Yr-to-Date)	\$ 1,836,000	\$ 4,125,000	\$ -	\$ -	\$ -
Actual Net Earnings (Yr-to-Date)	\$ 3,325,730	\$ 5,260,405		\$ 614,504	\$ 144,560
Over/(Under) Budget	\$ 1,489,730	\$ 1,135,405	\$ -	\$ 614,504	\$ 144,560
II. PORTFOLIO STRUCTURE					
Carrying Value of Assets Held	\$ 126,075,110	\$ 198,518,451	\$ -	\$ 17,801,582	\$ 2,362,670
Market Value of Assets Held	\$ 126,047,007	\$ 196,765,094	\$ -	\$ 17,758,012	\$ 2,361,731
Market Value Cushion/(Shortfall)	\$ (28,103)	\$ (1,753,357)	\$ -	\$ (43,570)	\$ (939)
Weighted Average Portfolio Life	0.07	1.18	0.00	0.43	0.23

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
INVESTMENT PORTFOLIO REPORT
For the Quarter Ending March 31, 2025

POWER PURCHASE AGREEMENTS & MISCELLANEOUS					
	POWER PURCHASE AGREEMENTS (COMBINED)	SCPPA DECOMM. TRUST FUND	PROJECT DEVELOPMENT FUND	SAN JUAN MINE RECLAMATION TRUST FUND	SAN JUAN DECOMM. TRUST FUND
III. PORTFOLIO COMPOSITION					
A: MARKET SECTOR (At Cost)					
AGENCY DISCOUNT NOTES	51.90%	0.00%	0.00%	0.00%	0.00%
BANKERS ACCEPTANCE	0.00%	0.00%	0.00%	0.00%	0.00%
BANK DEPOSITS	18.47%	0.00%	0.00%	0.00%	0.00%
COMMERCIAL PAPER	0.00%	0.00%	0.00%	0.00%	0.00%
GUARANTEED INVESTMENT CERTIFICATES	0.00%	0.00%	0.00%	0.00%	0.00%
MEDIUM TERM CORP. NOTES	0.00%	5.95%	0.00%	0.00%	0.00%
MONEY MARKET FUNDS	10.20%	1.11%	0.00%	4.34%	32.31%
MUNICIPAL BONDS	0.00%	2.49%	0.00%	0.00%	0.00%
SUPRANATIONALS	7.94%	0.00%	0.00%	16.71%	33.81%
NEGOTIABLE CDS	0.00%	0.00%	0.00%	0.00%	0.00%
US AGENCIES	0.00%	90.45%	0.00%	39.90%	33.88%
US TREASURIES	11.49%	0.00%	0.00%	39.05%	0.00%
	100.00%	100.00%	0.00%	100.00%	100.00%
B: DEALER COVERAGE (At Cost)					
ACADEMY SECURITIES	22.39%	0.66%	0.00%	0.00%	0.00%
AIG	0.00%	0.00%	0.00%	0.00%	0.00%
BANK OF NEW YORK MELLON	2.05%	0.00%	0.00%	0.00%	0.00%
CASTLEOAK SECURITIES	20.99%	1.51%	0.00%	0.00%	33.81%
DAIWA CAPITAL MARKETS	0.00%	0.00%	0.00%	0.00%	0.00%
FALCON SQUARE	0.00%	0.00%	0.00%	0.00%	0.00%
FHN FINANCIAL	3.95%	2.27%	0.00%	39.05%	0.00%
FIRST INTERSTATE BANK	0.00%	0.00%	0.00%	0.00%	0.00%
GREAT PACIFIC SECURITIES	0.00%	13.63%	0.00%	16.93%	0.00%
J ARON	0.00%	0.00%	0.00%	0.00%	0.00%
MASSMUTUAL LIFE INSURANCE	0.00%	0.00%	0.00%	0.00%	0.00%
MIZUHO SECURITIES	0.00%	8.21%	0.00%	0.00%	33.88%
MULTI-BANK SECURITIES	14.62%	7.71%	0.00%	0.00%	0.00%
OPPENHEIMER & CO.	0.00%	6.43%	0.00%	16.71%	0.00%
PIPER SANDLER	0.00%	0.00%	0.00%	0.00%	0.00%
PNC	0.00%	1.21%	0.00%	0.00%	0.00%
RAMIREZ & CO.	0.00%	9.10%	0.00%	0.00%	0.00%
RAYMOND JAMES	9.37%	15.19%	0.00%	0.00%	0.00%
SOCIETE GENERALE	0.00%	0.00%	0.00%	0.00%	0.00%
STIFEL	0.00%	10.28%	0.00%	0.00%	0.00%
UBS FINANCIAL	0.00%	5.48%	0.00%	22.97%	0.00%
US BANCORP	0.00%	11.97%	0.00%	0.00%	0.00%
U.S. BANK	8.15%	1.11%	0.00%	4.34%	32.31%
WELLS FARGO BANK	18.47%	5.24%	0.00%	0.00%	0.00%
	100.00%	100.00%	0.00%	100.00%	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PROJECT PORTFOLIO PERFORMANCE
For the Quarter Ending March 31, 2025

	PORTFOLIO YIELD TO MATURITY		
	<i>Jan-25</i>	<i>Feb-25</i>	<i>Mar-25</i>
<i>PALO VERDE</i>	4.53%	4.39%	4.40%
<i>SAN JUAN</i>	4.42%	4.41%	4.44%
<i>MAGNOLIA</i>	4.50%	4.45%	4.44%
<i>CANYON POWER</i>	4.42%	4.41%	4.40%
<i>APEX POWER</i>	4.39%	4.36%	4.35%
<i>TIETON HYDRO</i>	4.35%	4.35%	4.34%
<i>CLEAN ENERGY</i>	4.86%	4.51%	4.85%
<i>MILFORD 1 WIND</i>	4.37%	4.34%	4.34%
<i>MILFORD 2 WIND</i>	4.31%	4.32%	4.32%
<i>LINDEN WIND</i>	4.62%	4.45%	4.40%
<i>WINDY POINT/WINDY FLATS</i>	4.32%	4.33%	4.33%
<i>SOUTHERN TRANSMISSION SYSTEM</i>	4.37%	4.37%	4.37%
<i>SOUTHERN TRANSMISSION SYSTEM RENEWAL</i>	4.52%	4.47%	4.46%
<i>MEAD PHOENIX</i>	4.35%	4.34%	4.32%
<i>MEAD ADELANTO</i>	4.35%	4.33%	4.30%
<i>NATURAL GAS</i>	4.57%	4.58%	4.16%
<i>NATURAL GAS PREPAID</i>	4.82%	4.84%	4.85%
<i>PWR PURCHASE AGREEMENTS COMBINED</i>	3.83%	3.80%	3.81%
<i>SCPPA DECOMMISSIONING TRUST FUND</i>	3.74%	3.75%	3.73%
<i>SAN JUAN MINE RECLAMATION TRUST</i>	4.00%	3.98%	3.97%
<i>SAN JUAN DECOMMISSIONING TRUST</i>	4.38%	4.38%	4.37%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

PORTFOLIO ASSET BREAKDOWN

For the Quarter Ending March 31, 2025

	GENERATION									
	PALO VERDE		SAN JUAN		MAGNOLIA		CANYON POWER		APEX POWER	
	\$	%	\$	%	\$	%	\$	%	\$	%
<i>Agency Discount Notes</i>	\$ 9,625,776	29.12%	\$ 494,013	29.12%	\$ 17,508,003	27.29%	\$ 10,924,651	43.75%	\$ 21,645,396	57.77%
<i>Bankers Acceptance</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Bank Deposits</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Commercial Paper</i>	\$ -	0.00%	\$ -	0.00%	\$ 4,908,167	7.65%	\$ 5,693,473	22.80%	\$ -	0.00%
<i>Guaranteed Investment Certificates</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Medium Term Corp. Notes</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Money Market Funds</i>	\$ 3,628,104	10.97%	\$ 205,070	12.08%	\$ 7,162,319	11.16%	\$ 1,740,401	6.97%	\$ 1,796,689	4.80%
<i>Municipal Bonds</i>	\$ -	0.00%	\$ -	0.00%	\$ 867,010	1.35%	\$ -	0.00%	\$ -	0.00%
<i>Supranationals</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Negotiable CDs</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>US Agencies</i>	\$ 18,406,186	55.68%	\$ 500,000	29.46%	\$ 13,259,588	20.66%	\$ 2,152,670	8.62%	\$ 7,799,750	20.82%
<i>US Treasuries</i>	\$ 1,399,022	4.23%	\$ 497,895	29.34%	\$ 20,466,831	31.89%	\$ 4,458,429	17.86%	\$ 6,220,914	16.61%
TOTALS	\$ 33,059,088	100.00%	\$ 1,696,978	100.00%	\$ 64,171,918	100.00%	\$ 24,969,624	100.00%	\$ 37,462,749	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PORTFOLIO ASSET BREAKDOWN
For the Quarter Ending March 31, 2025

GREEN POWER																		
	TIETON HYDRO		CLEAN ENERGY		MILFORD 1 WIND		MILFORD 2 WIND		LINDEN WIND		WINDY POINT/ WINDY FLATS							
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%						
Agency Discount Notes	\$	3,747,493	79.94%	\$	-	0.00%	\$	6,772,045	50.92%	\$	5,555,411	66.41%	\$	6,154,040	47.01%	\$	20,695,413	67.14%
Bankers Acceptance	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
Bank Deposits	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
Commercial Paper	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
Guaranteed Investment Certificates	\$	-	0.00%	\$	12,322,647	88.79%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
Medium Term Corp. Notes	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
Money Market Funds	\$	940,433	20.06%	\$	1,555,634	11.21%	\$	853,929	6.42%	\$	542,336	6.48%	\$	1,938,253	14.80%	\$	978,034	3.17%
Municipal Bonds	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
Supranationals	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
Negotiable CDs	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
US Agencies	\$	-	0.00%	\$	-	0.00%	\$	2,200,000	16.54%	\$	910,000	10.88%	\$	5,000,000	38.19%	\$	2,500,000	8.11%
US Treasuries	\$	-	0.00%	\$	-	0.00%	\$	3,474,492	26.12%	\$	1,357,650	16.23%	\$	-	0.00%	\$	6,651,262	21.58%
TOTALS	\$	4,687,926	100.00%	\$	13,878,281	100.00%	\$	13,300,466	100.00%	\$	8,365,397	100.00%	\$	13,092,293	100.00%	\$	30,824,709	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PORTFOLIO ASSET BREAKDOWN

For the Quarter Ending March 31, 2025

	TRANSMISSION								NATURAL GAS			
	SOUTHERN TRANSMISSION SYSTEM		SOUTHERN TRANSMISSION SYSTEM RENEWAL		MEAD PHOENIX		MEAD ADELANTO		PINEDALE/ BARNETT		PREPAID	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
<i>Agency Discount Notes</i>	\$ 19,641,336	68.68%	\$ 158,644,305	38.42%	\$ 1,008,928	34.90%	\$ 1,244,007	31.21%	\$ 497,362	0.97%	\$ -	0.00%
<i>Bankers Acceptance</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Bank Deposits</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Commercial Paper</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,079,797	2.11%	\$ -	0.00%
<i>Guaranteed Investment Certificates</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 17,069,674	73.76%
<i>Medium Term Corp. Notes</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Money Market Funds</i>	\$ 1,192,684	4.17%	\$ 17,845,872	4.32%	\$ 1,381,641	47.80%	\$ 2,242,314	56.25%	\$ 7,813,019	15.23%	\$ 5,072,885	21.92%
<i>Municipal Bonds</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 725,000	1.41%	\$ -	0.00%
<i>Supranationals</i>	\$ 997,757	3.49%	\$ 59,309,458	14.37%	\$ -	0.00%	\$ -	0.00%	\$ 1,908,558	3.72%	\$ -	0.00%
<i>Negotiable CDs</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>US Agencies</i>	\$ 3,500,000	12.24%	\$ 119,512,919	28.95%	\$ 500,000	17.30%	\$ 500,000	12.54%	\$ 37,974,300	74.05%	\$ 1,000,000	4.32%
<i>US Treasuries</i>	\$ 3,264,521	11.42%	\$ 57,535,550	13.94%	\$ -	0.00%	\$ -	0.00%	\$ 1,285,510	2.51%	\$ -	0.00%
TOTALS	\$ 28,596,298	100.00%	\$ 412,848,104	100.00%	\$ 2,890,569	100.00%	\$ 3,986,321	100.00%	\$ 51,283,546	100.00%	\$ 23,142,559	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PORTFOLIO ASSET BREAKDOWN

For the Quarter Ending March 31, 2025

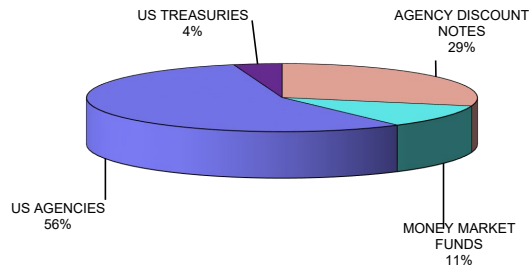
POWER PURCHASE AGREEMENTS & MISCELLANEOUS											
	PWR PURCHASE AGREEMENTS (COMBINED)		SCPPA DECOMMISSIONING TRUST FUND		PROJECT DEVELOPMENT FUND		SAN JUAN MINE RECLAMATION TRUST FUND		SAN JUAN DECOMMISSIONING TRUST FUND		
	\$	%	\$	%	\$	%	\$	%	\$	%	
<i>Agency Discount Notes</i>	\$ 65,238,872	51.90%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>Bankers Acceptance</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>Bank Deposits</i>	\$ 23,214,265	18.47%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>Commercial Paper</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>Guaranteed Investment Certificates</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>Medium Term Corp. Notes</i>	\$ -	0.00%	\$ 11,797,394	5.95%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>Money Market Funds</i>	\$ 12,826,689	10.20%	\$ 2,202,156	1.11%	\$ -	0.00%	\$ 768,443	4.34%	\$ 762,925	32.31%	
<i>Municipal Bonds</i>	\$ -	0.00%	\$ 4,942,340	2.49%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>Supranationals</i>	\$ 9,977,569	7.94%	\$ -	0.00%	\$ -	0.00%	\$ 2,959,867	16.71%	\$ 798,206	33.81%	
<i>Negotiable CDs</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
<i>US Agencies</i>	\$ -	0.00%	\$ 179,388,598	90.45%	\$ -	0.00%	\$ 7,069,250	39.90%	\$ 800,000	33.88%	
<i>US Treasuries</i>	\$ 14,443,012	11.49%	\$ -	0.00%	\$ -	0.00%	\$ 6,918,569	39.05%	\$ -	0.00%	
TOTALS	\$ 125,700,407	100.00%	\$ 198,330,488	100.00%	\$ -	0.00%	\$ 17,716,129	100.00%	\$ 2,361,131	100.00%	

SCPPA PORTFOLIO ASSET BREAKDOWN

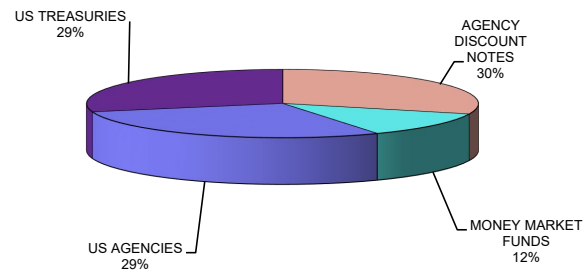
March 31, 2025

GENERATION

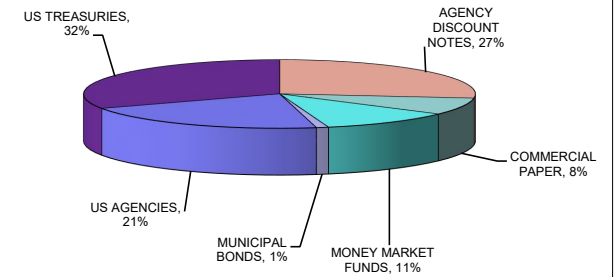
PALO VERDE



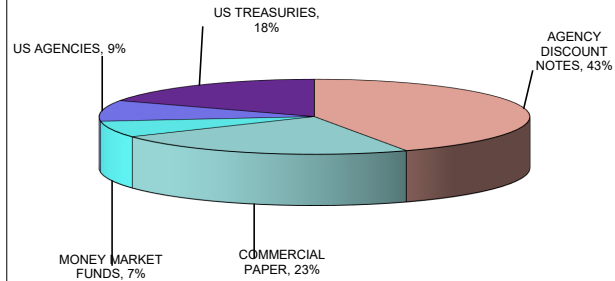
SAN JUAN



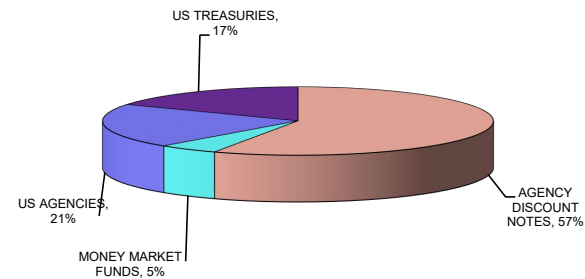
MAGNOLIA



CANYON POWER



APEX POWER

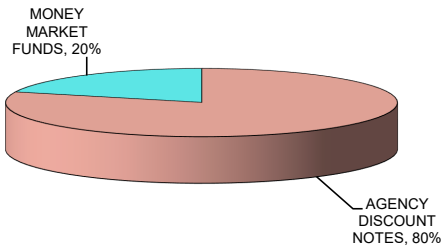


SCPPA PORTFOLIO ASSET BREAKDOWN

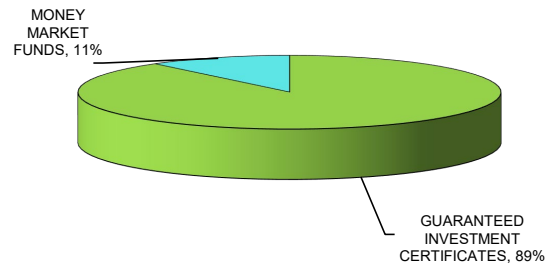
March 31, 2025

GREEN POWER

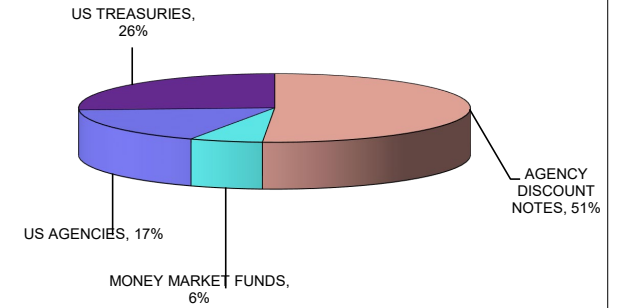
TIETON HYDRO



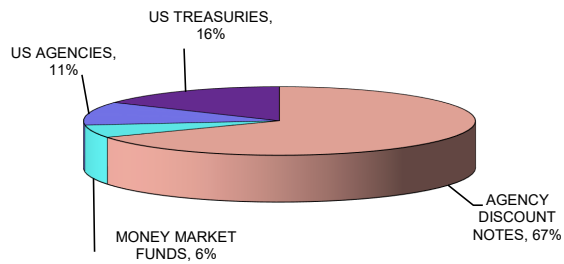
CLEAN ENERGY



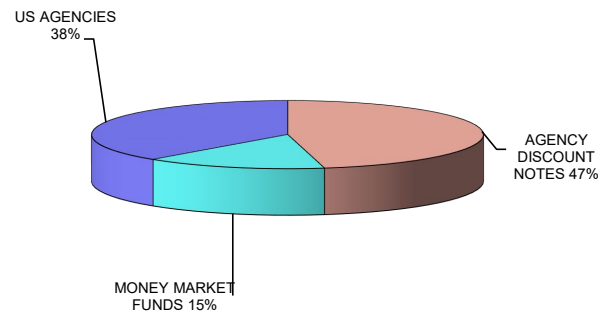
MILFORD 1 WIND



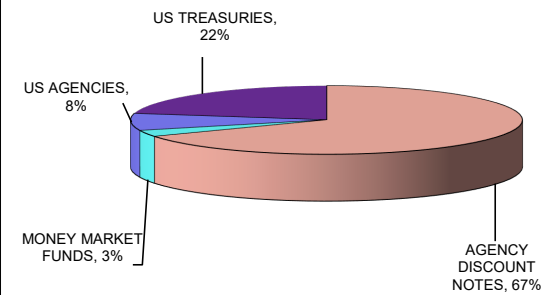
MILFORD 2 WIND



LINDEN WIND

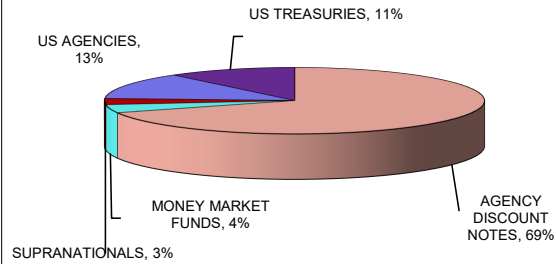


WINDY POINT/WINDY FLATS

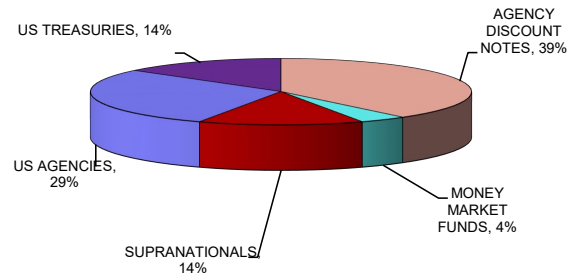


SCPPA PORTFOLIO ASSET BREAKDOWN
March 31, 2025
TRANSMISSION & NATURAL GAS

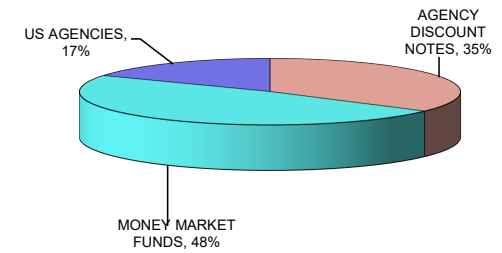
SOUTHERN TRANSMISSION SYSTEM



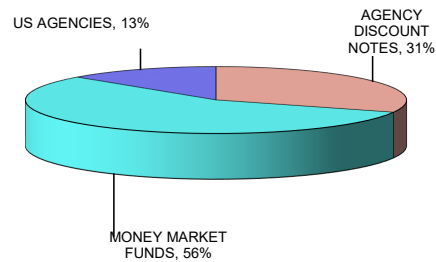
SOUTHERN TRANSMISSION SYSTEM RENEWAL



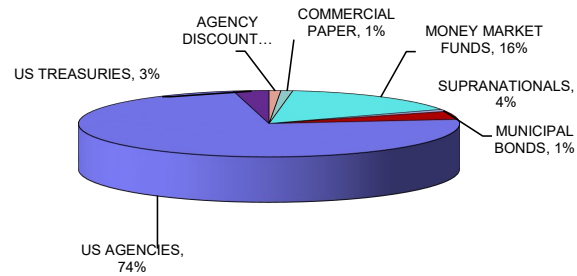
MEAD PHOENIX



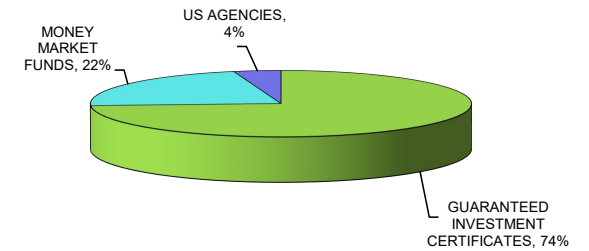
MEAD ADELANTO



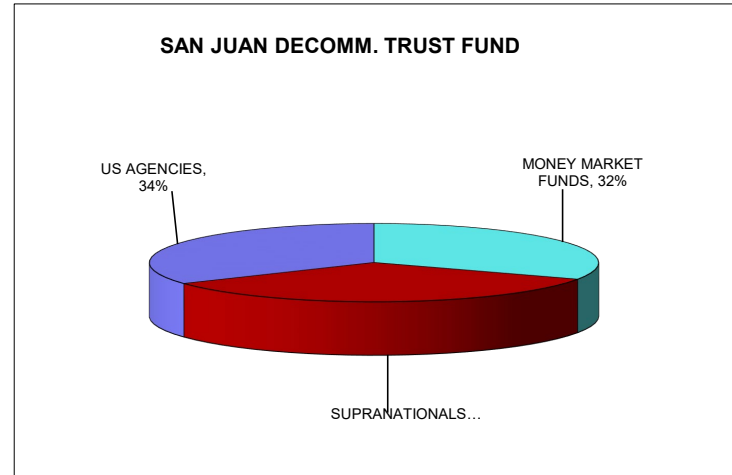
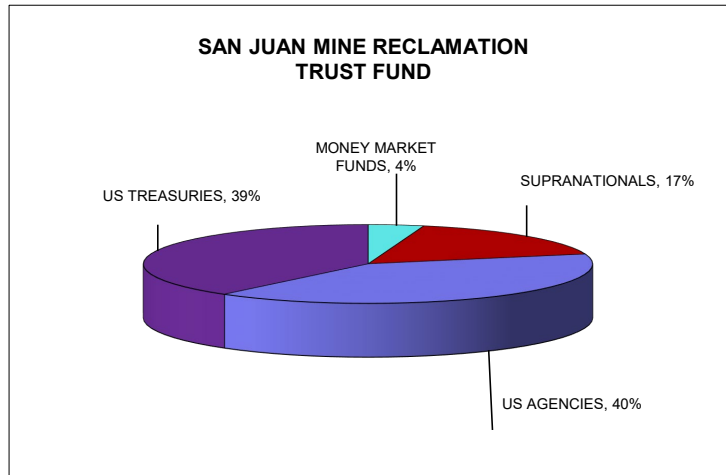
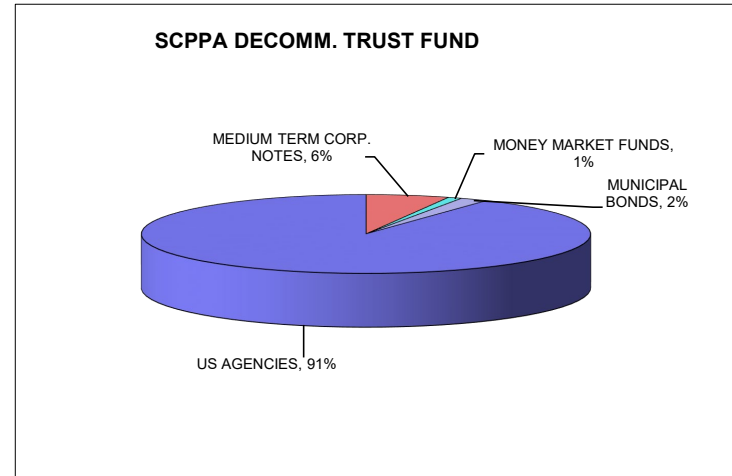
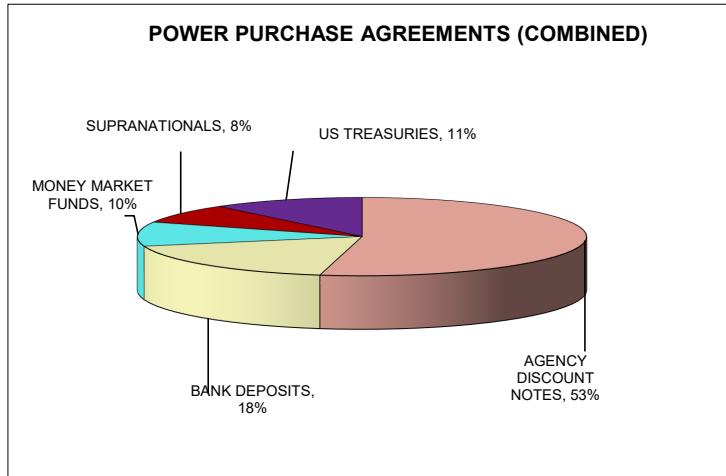
PINEDALE / BARNETT



PREPAID



SCPPA PORTFOLIO ASSET BREAKDOWN
March 31, 2025
POWER PURCHASE AGREEMENTS & MISCELLANEOUS



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PORTFOLIO MATURITY COMPOSITION
As of March 31, 2025

	GENERATION															
	PALO VERDE				SAN JUAN				MAGNOLIA				CANYON POWER		APEX POWER	
	\$		%		\$		%		\$		%		\$		%	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%		
Less Than 3 Mos.	\$	14,652,902	44.33%	\$	1,196,978	70.54%	\$	35,139,901	54.76%	\$	14,975,927	59.97%	\$	19,107,872	51.00%	
3 Mos ≤ X < 6 Mos.	\$	-	0.00%	\$	-	0.00%	\$	17,404,577	27.12%	\$	8,991,027	36.01%	\$	12,355,127	32.98%	
6 Mos ≤ X < 1 Yr.	\$	4,000,000	12.10%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	1,000,000	2.67%	
1 Yr. ≤ X < 2 Yrs.	\$	13,406,186	40.55%	\$	500,000	29.46%	\$	8,760,430	13.65%	\$	1,002,670	4.02%	\$	4,999,750	13.35%	
2 Yrs. ≤ X < 3 Yrs.	\$	1,000,000	3.02%	\$	-	0.00%	\$	2,867,010	4.47%	\$	-	0.00%	\$	-	0.00%	
3 Yrs. ≤ X < 5 Yrs.	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	
≥ 5 Yrs.	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	
TOTALS	\$	33,059,088	100.00%	\$	1,696,978	100.00%	\$	64,171,918	100.00%	\$	24,969,624	100.00%	\$	37,462,749	100.00%	

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PORTFOLIO MATURITY COMPOSITION
As of March 31, 2025

	GREEN POWER																	
	TIETON HYDRO			CLEAN ENERGY			MILFORD 1 WIND			MILFORD 2 WIND			LINDEN WIND			WINDY POINT/ WINDY FLATS		
	\$	%		\$	%		\$	%		\$	%		\$	%		\$	%	
Less Than 3 Mos.	\$	940,433	20.06%	\$	1,555,634	11.21%	\$	2,845,275	21.39%	\$	2,034,664	24.32%	\$	8,092,293	61.81%	\$	12,618,334	40.94%
3 Mos ≤ X < 6 Mos.	\$	3,747,493	79.94%	\$	-	0.00%	\$	9,455,191	71.09%	\$	6,330,733	75.68%	\$	-	0.00%	\$	18,206,375	59.06%
6 Mos ≤ X < 1 Yr.	\$	-	0.00%	\$	-	0.00%	\$	1,000,000	7.52%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
1 Yr. ≤ X < 2 Yrs.	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	5,000,000	38.19%	\$	-	0.00%
2 Yrs. ≤ X < 3 Yrs.	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
3 Yrs. ≤ X < 5 Yrs.	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
≥ 5 Yrs.	\$	-	0.00%	\$	12,322,647	88.79%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%
TOTALS	\$	4,687,926	100.00%	\$	13,878,281	100.00%	\$	13,300,466	100.00%	\$	8,365,397	100.00%	\$	13,092,293	100.00%	\$	30,824,709	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PORTFOLIO MATURITY COMPOSITION

As of March 31, 2025

	TRANSMISSION								NATURAL GAS									
	SOUTHERN TRANSMISSION SYSTEM		SOUTHERN TRANSMISSION SYSTEM RENEWAL		MEAD PHOENIX		MEAD ADELANTO		PINEDALE/ BARNETT		PREPAID							
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%						
Less Than 3 Mos.	\$	2,688,044	9.40%	\$	235,799,635	57.11%	\$	1,381,641	47.80%	\$	2,242,314	56.25%	\$	10,320,891	20.13%	\$	5,072,885	21.92%
3 Mos ≤ X < 6 Mos.	\$	22,408,254	78.36%	\$	27,089,192	6.56%	\$	1,508,928	52.20%	\$	1,244,007	31.21%	\$	2,988,355	5.83%	\$	-	0.00%
6 Mos ≤ X < 1 Yr.	\$	500,000	1.75%	\$	22,851,348	5.54%	\$	-	0.00%	\$	500,000	12.54%	\$	7,000,000	13.65%	\$	1,000,000	4.32%
1 Yr. ≤ X < 2 Yrs.	\$	3,000,000	10.49%	\$	43,001,692	10.42%	\$	-	0.00%	\$	-	0.00%	\$	22,974,300	44.80%	\$	-	0.00%
2 Yrs. ≤ X < 3 Yrs.	\$	-	0.00%	\$	84,106,237	20.37%	\$	-	0.00%	\$	-	0.00%	\$	4,500,000	8.77%	\$	-	0.00%
3 Yrs. ≤ X < 5 Yrs.	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	3,500,000	6.82%	\$	-	0.00%
≥ 5 Yrs.	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	\$	17,069,674	73.76%
TOTALS	\$	28,596,298	100.00%	\$	412,848,104	100.00%	\$	2,890,569	100.00%	\$	3,986,321	100.00%	\$	51,283,546	100.00%	\$	23,142,559	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

PORTFOLIO MATURITY COMPOSITION

As of March 31, 2025

POWER PURCHASE AGREEMENTS & MISCELLANEOUS

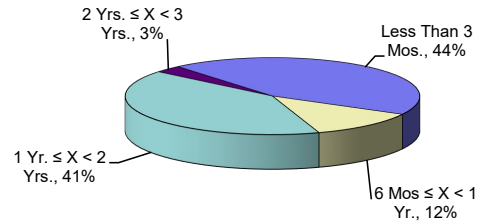
	POWER PURCHASE AGREEMENTS (COMBINED)		SCPPA DECOMMISSIONING TRUST FUND		PROJECT DEVELOPMENT FUND		SAN JUAN MINE RECLAMATION TRUST FUND		SAN JUAN DECOMMISSIONING TRUST FUND	
	\$	%	\$	%	\$	%	\$	%	\$	%
<i>Less Than 3 Mos.</i>	\$ 114,416,308	91.02%	\$ 2,202,157	1.11%	\$ -	0.00%	\$ 3,728,310	21.04%	\$ 1,561,131	66.12%
<i>3 Mos. ≤ X < 6 Mos.</i>	\$ 11,284,099	8.98%	\$ 7,097,394	3.58%	\$ -	0.00%	\$ 1,449,975	8.18%	\$ -	0.00%
<i>6 Mos. ≤ X < 1 Yr.</i>	\$ -	0.00%	\$ 10,539,958	5.31%	\$ -	0.00%	\$ 1,993,750	11.25%	\$ 800,000	33.88%
<i>1 Yr. ≤ X < 2 Yrs.</i>	\$ -	0.00%	\$ 46,649,350	23.52%	\$ -	0.00%	\$ 10,544,094	59.52%	\$ -	0.00%
<i>2 Yrs. ≤ X < 3 Yrs.</i>	\$ -	0.00%	\$ 20,398,290	10.28%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>3 Yrs. ≤ X < 5 Yrs.</i>	\$ -	0.00%	\$ 102,409,810	51.64%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>≥ 5 Yrs.</i>	\$ -	0.00%	\$ 9,033,529	4.55%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
TOTALS	\$ 125,700,407	100.00%	\$ 198,330,488	100.00%	\$ -	0.00%	\$ 17,716,129	100.00%	\$ 2,361,131	100.00%

SCPPA PORTFOLIO MATURITY COMPOSITON

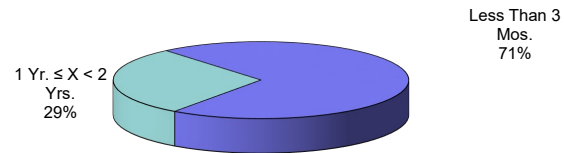
March 31, 2025

GENERATION

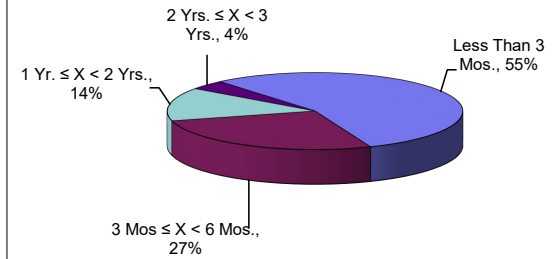
PALO VERDE



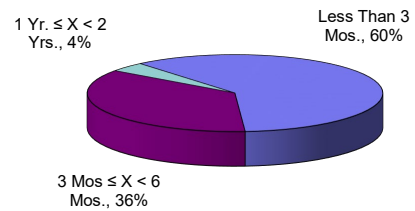
SAN JUAN



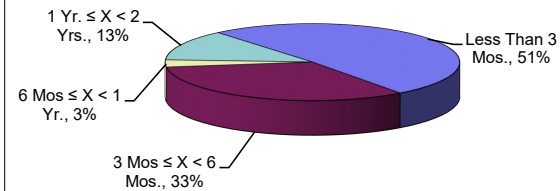
MAGNOLIA



CANYON POWER



APEX POWER

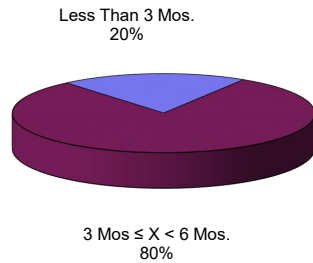


SCPPA PORTFOLIO MATURITY COMPOSITION

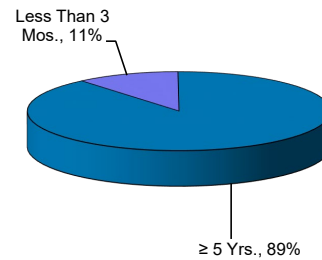
March 31, 2025

GREEN POWER

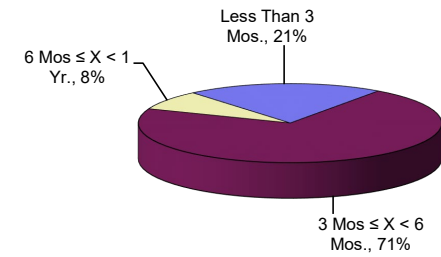
TIETON HYDRO



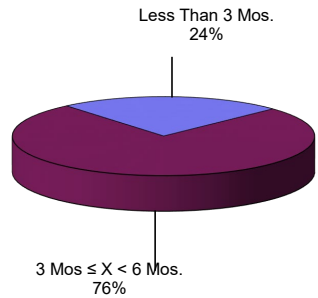
CLEAN ENERGY



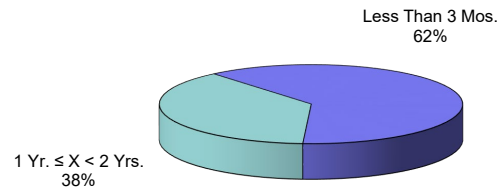
MILFORD 1 WIND



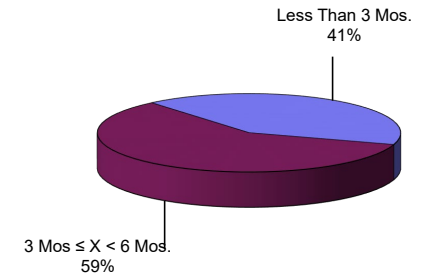
MILFORD 2 WIND



LINDEN WIND

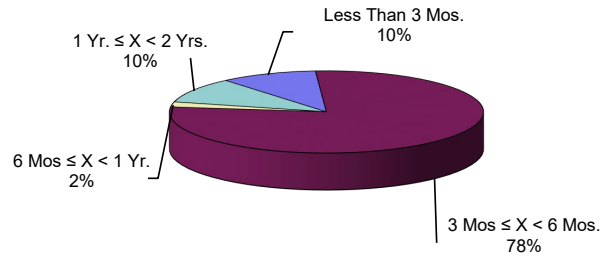


WINDY POINT / WINDY FLATS

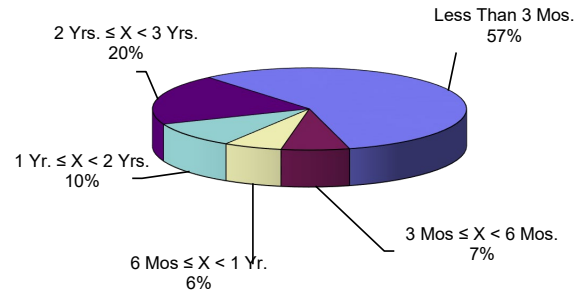


SCPPA PORTFOLIO MATURITY COMPOSITON
March 31, 2025
TRANSMISSION & NATURAL GAS

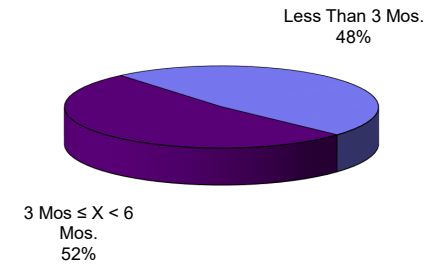
SOUTHERN TRANSMISSION SYSTEM



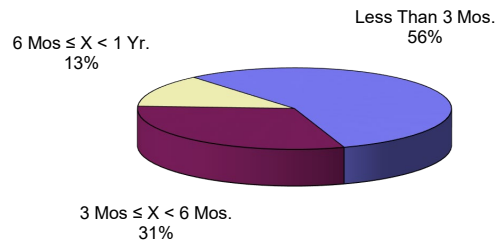
SOUTHERN TRANSMISSION SYSTEM RENEWAL



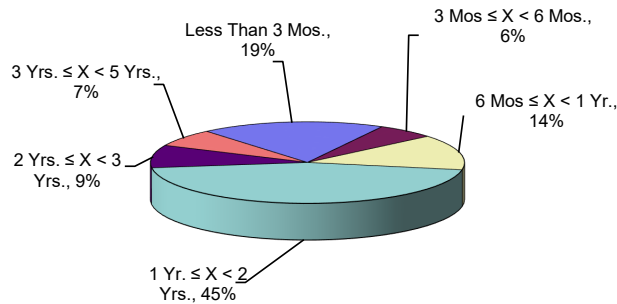
MEAD PHOENIX



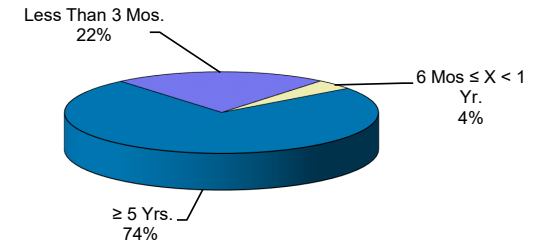
MEAD ADELANTO



PINEDALE/BARNETT

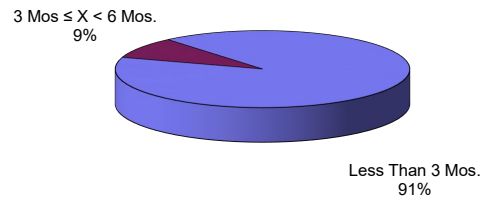


NATURAL GAS PREPAID

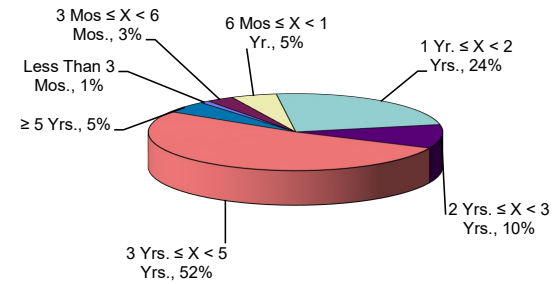


SCPPA PORTFOLIO MATURITY COMPOSITION
March 31, 2025
POWER PURCHASE AGREEMENTS & MISCELLANEOUS

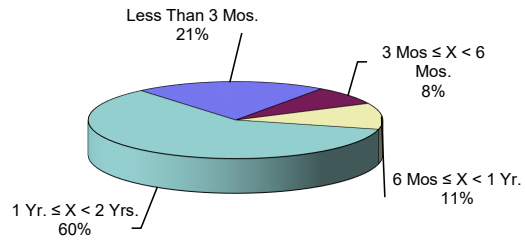
**POWER PURCHASE AGREEMENTS
(COMBINED)**



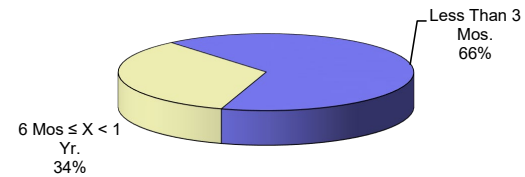
**SCPPA DECOMMISSIONING
TRUST FUND**



**SAN JUAN MINE RECLAMATION TRUST
FUND**



**SAN JUAN DECOMMISSIONING TRUST
FUND**



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
BROKER/DEALER COVERAGE
As of March 31, 2025

GENERATION

	PALO VERDE		SAN JUAN		MAGNOLIA		CANYON POWER		APEX POWER	
	\$	%	\$	%	\$	%	\$	%	\$	%
<i>Academy Securities</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>AIG</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Bank of New York Mellon</i>	\$ 3,628,104	10.98%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>CastleOak Securities</i>	\$ 6,956,497	21.04%	\$ 497,895	29.35%	\$ 10,096,525	15.75%	\$ -	0.00%	\$ -	0.00%
<i>Daiwa Capital Markets</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Falcon Square</i>	\$ 1,399,022	4.23%	\$ -	0.00%	\$ 10,414,643	16.23%	\$ 5,529,695	22.14%	\$ -	0.00%
<i>FHN Financial</i>	\$ 3,669,279	11.10%	\$ 500,000	29.46%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>First Interstate Bank</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Great Pacific Securities</i>	\$ 1,996,600	6.04%	\$ -	0.00%	\$ 1,664,180	2.59%	\$ 1,150,000	4.61%	\$ 2,299,751	6.13%
<i>J Aron</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>MassMutual Life Insurance</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Mizuho Securities</i>	\$ 4,000,000	12.10%	\$ -	0.00%	\$ 2,499,158	3.89%	\$ -	0.00%	\$ 1,000,000	2.67%
<i>Multi-Bank Securities</i>	\$ -	0.00%	\$ -	0.00%	\$ 1,802,662	2.81%	\$ -	0.00%	\$ 11,839,459	31.60%
<i>Oppenheimer & Co.</i>	\$ -	0.00%	\$ -	0.00%	\$ 8,918,847	13.90%	\$ 6,696,143	26.82%	\$ -	0.00%
<i>Piper Sandler</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>PNC</i>	\$ -	0.00%	\$ -	0.00%	\$ 11,616,537	18.10%	\$ 4,054,887	16.24%	\$ 1,779,408	4.75%
<i>Ramirez & Co.</i>	\$ 6,409,586	19.39%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,000,000	2.67%
<i>Raymond James</i>	\$ -	0.00%	\$ 494,013	29.11%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Societe Generale</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Stifel</i>	\$ -	0.00%	\$ -	0.00%	\$ 3,955,413	6.16%	\$ -	0.00%	\$ 4,441,506	11.86%
<i>UBS - Financial</i>	\$ 5,000,000	15.12%	\$ -	0.00%	\$ 5,174,624	8.06%	\$ 5,798,498	23.22%	\$ 9,805,936	26.18%
<i>US Bancorp</i>	\$ -	0.00%	\$ -	0.00%	\$ 867,010	1.35%	\$ -	0.00%	\$ 3,500,000	9.34%
<i>U.S. Bank</i>	\$ -	0.00%	\$ 205,070	12.08%	\$ 7,162,319	11.16%	\$ 1,740,401	6.97%	\$ 1,796,689	4.80%
<i>Wells Fargo Bank</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
TOTALS	\$ 33,059,088	100.00%	\$ 1,696,978	100.00%	\$ 64,171,918	100.00%	\$ 24,969,624	100.00%	\$ 37,462,749	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
BROKER/DEALER COVERAGE

As of March 31, 2025

GREEN POWER												
	TIETON HYDRO		CLEAN ENERGY		MILFORD 1 WIND		MILFORD 2 WIND		LINDEN WIND		WINDY POINT/ WINDY FLATS	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
<i>Academy Securities</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>AIG</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Bank of New York Mellon</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>CastleOak Securities</i>	\$ -	0.00%	\$ -	0.00%	\$ 1,483,146	11.15%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Daiwa Capital Markets</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Falcon Square</i>	\$ -	0.00%	\$ -	0.00%	\$ 1,991,346	14.97%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>FHN Financial</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 824,257	9.85%	\$ -	0.00%	\$ 2,424,286	7.87%
<i>First Interstate Bank</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Great Pacific Securities</i>	\$ -	0.00%	\$ -	0.00%	\$ 1,200,000	9.02%	\$ 910,000	10.88%	\$ -	0.00%	\$ 2,500,000	8.11%
<i>J Aron</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>MassMutual Life Insurance</i>	\$ -	0.00%	\$ 8,900,000	64.13%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Mizuho Securities</i>	\$ -	0.00%	\$ -	0.00%	\$ 1,000,000	7.52%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Multi-Bank Securities</i>	\$ 3,353,606	71.54%	\$ -	0.00%	\$ 5,786,425	43.51%	\$ 2,800,803	33.48%	\$ 1,480,925	11.31%	\$ 8,299,272	26.92%
<i>Oppenheimer & Co.</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Piper Sandler</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>PNC</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,854,772	22.17%	\$ 3,978,900	30.39%	\$ 9,931,838	32.22%
<i>Ramirez & Co.</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 4,000,000	30.55%	\$ -	0.00%
<i>Raymond James</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 694,215	5.30%	\$ -	0.00%
<i>Societe Generale</i>	\$ -	0.00%	\$ 3,422,647	24.66%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Stifel</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>UBS - Financial</i>	\$ 393,887	8.40%	\$ -	0.00%	\$ 985,620	7.41%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>US Bancorp</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,433,229	17.13%	\$ 1,000,000	7.64%	\$ 6,691,279	21.71%
<i>U.S. Bank</i>	\$ 940,433	20.06%	\$ 1,555,634	11.21%	\$ 853,929	6.42%	\$ 542,336	6.48%	\$ 1,938,253	14.80%	\$ 978,034	3.17%
<i>Wells Fargo Bank</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
TOTALS	\$ 4,687,926	100.00%	\$ 13,878,281	100.00%	\$ 13,300,466	100.00%	\$ 8,365,397	100.00%	\$ 13,092,293	100.00%	\$ 30,824,709	100.00%

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

BROKER/DEALER COVERAGE

As of March 31, 2025

	TRANSMISSION								NATURAL GAS			
	SOUTHERN TRANSMISSION SYSTEM		SOUTHERN TRANSMISSION SYSTEM RENEWAL		MEAD PHOENIX		MEAD ADELANTO		PINEDALE/ BARNETT		PREPAID	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
<i>Academy Securities</i>	\$ -	0.00%	\$ 24,666,333	5.98%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>AIG</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 9,613,000	41.54%
<i>Bank of New York Mellon</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>CastleOak Securities</i>	\$ 997,757	3.50%	\$ 34,649,347	8.39%	\$ -	0.00%	\$ -	0.00%	\$ 3,500,000	6.84%	\$ -	0.00%
<i>Daiwa Capital Markets</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Falcon Square</i>	\$ -	0.00%	\$ 44,601,639	10.80%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>FHN Financial</i>	\$ -	0.00%	\$ 49,951,000	12.10%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>First Interstate Bank</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 50	0.00%	\$ -	0.00%
<i>Great Pacific Securities</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 6,274,300	12.23%	\$ -	0.00%
<i>J Aron</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 7,456,674	32.22%
<i>MassMutual Life Insurance</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Mizuho Securities</i>	\$ 500,000	1.75%	\$ -	0.00%	\$ 500,000	17.30%	\$ 500,000	12.54%	\$ 1,000,000	1.95%	\$ 1,000,000	4.32%
<i>Multi-Bank Securities</i>	\$ 20,847,991	72.90%	\$ -	0.00%	\$ 1,008,928	34.90%	\$ 1,244,007	31.21%	\$ 1,908,558	3.72%	\$ -	0.00%
<i>Oppenheimer & Co.</i>	\$ 2,000,000	6.99%	\$ 24,665,556	5.97%	\$ -	0.00%	\$ -	0.00%	\$ 3,579,797	6.98%	\$ -	0.00%
<i>Piper Sandler</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>PNC</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 2,497,362	4.87%	\$ -	0.00%
<i>Ramirez & Co.</i>	\$ -	0.00%	\$ 19,889,550	4.82%	\$ -	0.00%	\$ -	0.00%	\$ 10,000,000	19.50%	\$ -	0.00%
<i>Raymond James</i>	\$ -	0.00%	\$ 19,889,550	4.82%	\$ -	0.00%	\$ -	0.00%	\$ 1,925,000	3.75%	\$ -	0.00%
<i>Societe Generale</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Stifel</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 8,285,510	16.16%	\$ -	0.00%
<i>UBS - Financial</i>	\$ 2,560,263	8.95%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 3,000,000	5.85%	\$ -	0.00%
<i>US Bancorp</i>	\$ 497,603	1.74%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,500,000	2.92%	\$ 5,072,885	21.92%
<i>U.S. Bank</i>	\$ 1,192,684	4.17%	\$ 164,894,341	39.94%	\$ 1,381,641	47.80%	\$ 2,242,314	56.25%	\$ 7,812,969	15.23%	\$ -	0.00%
<i>Wells Fargo Bank</i>	\$ -	0.00%	\$ 29,640,788	7.18%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
TOTALS	\$ 28,596,298	100.00%	\$ 412,848,104	100.00%	\$ 2,890,569	100.00%	\$ 3,986,321	100.00%	\$ 51,283,546	100.00%	\$ 23,142,559	100.00%

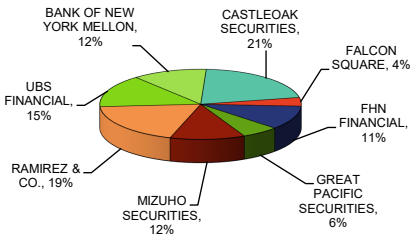
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
BROKER/DEALER COVERAGE
As of March 31, 2025

POWER PURCHASE AGREEMENTS & MISCELLANEOUS

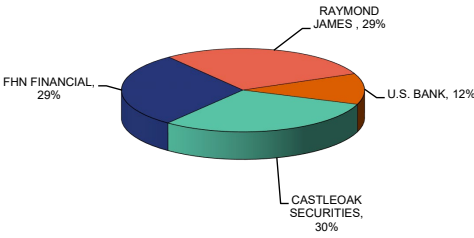
	POWER PURCHASE AGREEMENTS (COMBINED)		SCPPA DECOMMISSIONING TRUST FUND		PROJECT DEVELOPMENT FUND		SAN JUAN MINE RECLAMATION TRUST FUND		SAN JUAN DECOMMISSIONING TRUST FUND	
	\$	%	\$	%	\$	%	\$	%	\$	%
<i>Academy Securities</i>	\$ 28,147,891	22.39%	\$ 1,300,000	0.66%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>AIG</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Bank of New York Mellon</i>	\$ 2,577,444	2.05%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>CastleOak Securities</i>	\$ 26,388,681	20.99%	\$ 3,000,000	1.51%	\$ -	0.00%	\$ -	0.00%	\$ 798,206	33.81%
<i>Daiwa Capital Markets</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Falcon Square</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>FHN Financial</i>	\$ 4,971,246	3.95%	\$ 4,500,000	2.27%	\$ -	0.00%	\$ 6,918,569	39.05%	\$ -	0.00%
<i>First Interstate Bank</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Great Pacific Securities</i>	\$ -	0.00%	\$ 27,037,859	13.63%	\$ -	0.00%	\$ 2,999,250	16.93%	\$ -	0.00%
<i>J Aron</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>MassMutual Life Insurance</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Mizuho Securities</i>	\$ -	0.00%	\$ 16,288,538	8.21%	\$ -	0.00%	\$ -	0.00%	\$ 800,000	33.88%
<i>Multi-Bank Securities</i>	\$ 18,374,458	14.62%	\$ 15,295,950	7.71%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Oppenheimer & Co.</i>	\$ -	0.00%	\$ 12,744,050	6.43%	\$ -	0.00%	\$ 2,959,867	16.71%	\$ -	0.00%
<i>Piper Sandler</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>PNC</i>	\$ -	0.00%	\$ 2,400,000	1.21%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Ramirez & Co.</i>	\$ -	0.00%	\$ 18,047,995	9.10%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Raymond James</i>	\$ 11,777,177	9.37%	\$ 30,135,550	15.19%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Societe Generale</i>	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>Stifel</i>	\$ -	0.00%	\$ 20,393,700	10.28%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>UBS - Financial</i>	\$ -	0.00%	\$ 10,860,000	5.48%	\$ -	0.00%	\$ 4,070,000	22.97%	\$ -	0.00%
<i>US Bancorp</i>	\$ -	0.00%	\$ 23,740,940	11.97%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
<i>U.S. Bank</i>	\$ 10,249,245	8.15%	\$ 2,202,156	1.11%	\$ -	0.00%	\$ 768,443	4.34%	\$ 762,925	32.31%
<i>Wells Fargo Bank</i>	\$ 23,214,265	18.47%	\$ 10,383,750	5.24%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
TOTALS	\$ 125,700,407	100.00%	\$ 198,330,488	100.00%	\$ -	0.00%	\$ 17,716,129	100.00%	\$ 2,361,131	100.00%

SCPPA
PORTFOLIO BROKER/DEALER COVERAGE
March 31, 2025
GENERATION

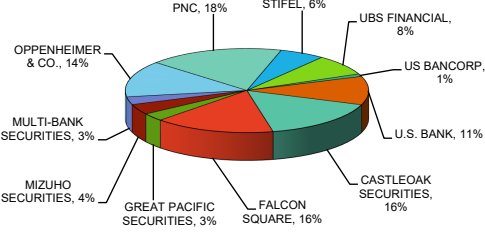
PALO VERDE



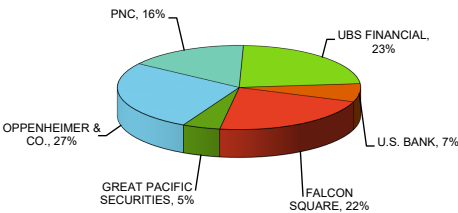
SAN JUAN



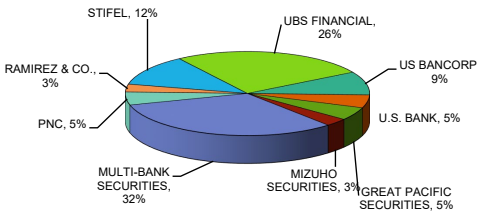
MAGNOLIA



CANYON POWER

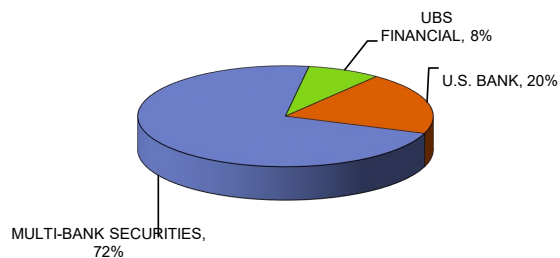


APEX POWER

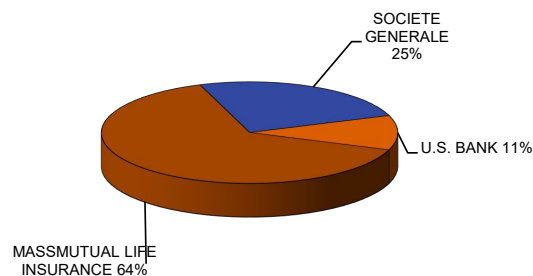


SCPPA
PORTFOLIO DEALER/BROKER COVERAGE
March 31, 2025
GREEN POWER

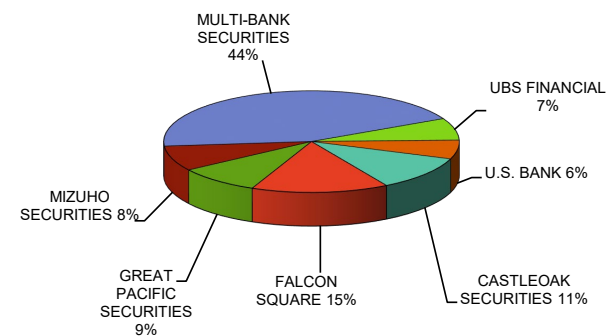
TIETON



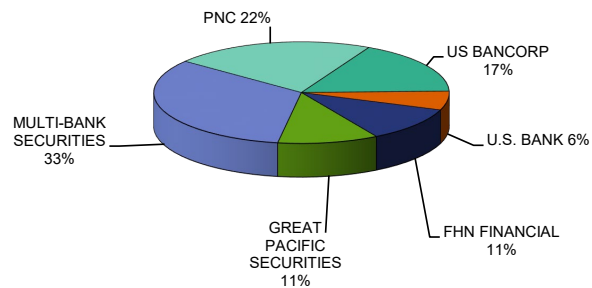
CLEAN ENERGY



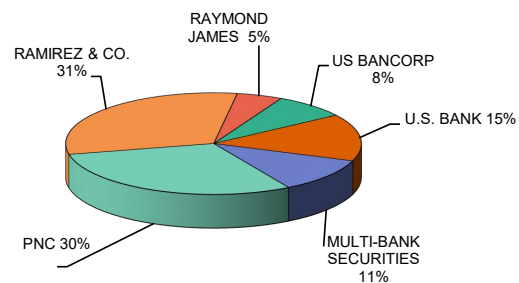
MILFORD 1 WIND



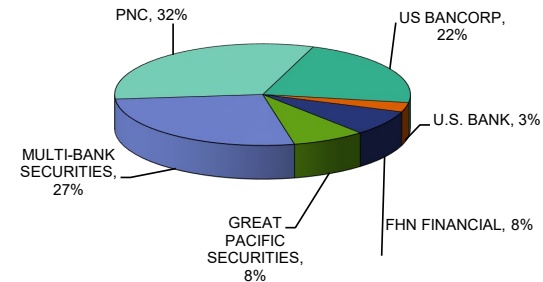
MILFORD 2 WIND



LINDEN WIND

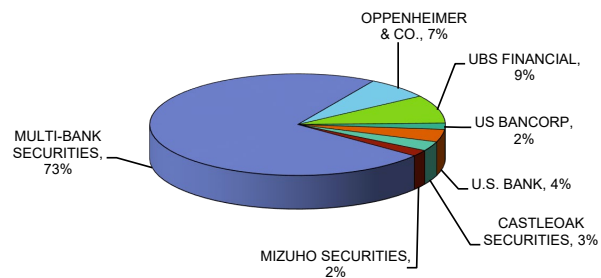


WINDY POINT/WINDY FLATS

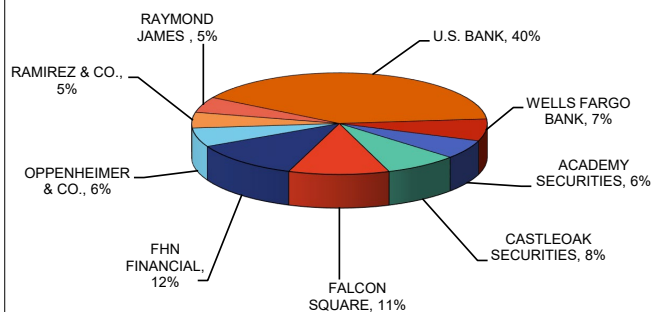


SCPPA
PORTFOLIO DEALER/BROKER COVERAGE
March 31, 2025
TRANSMISSION & NATURAL GAS

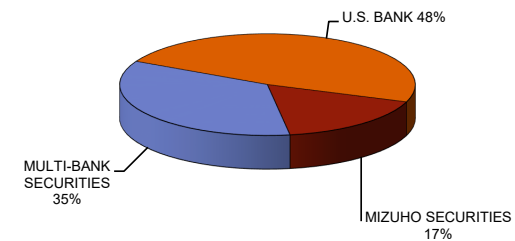
SOUTHERN TRANSMISSION SYSTEM



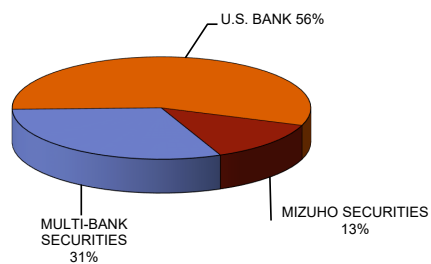
SOUTHERN TRANSMISSION SYSTEM RENEWAL



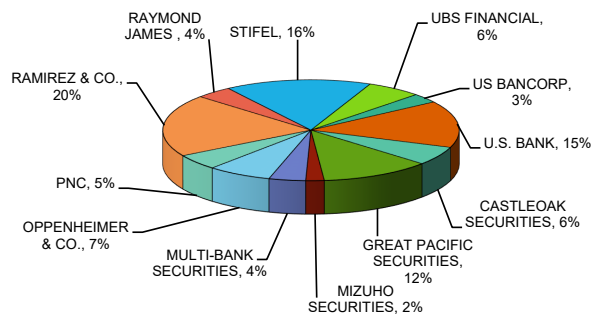
MEAD PHOENIX



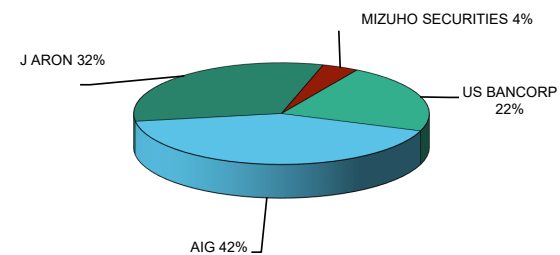
MEAD ADELANTO



PINEDALE/BARNETT

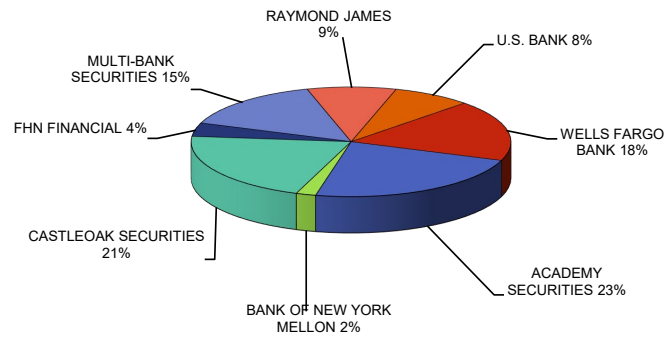


NATURAL GAS PREPAID

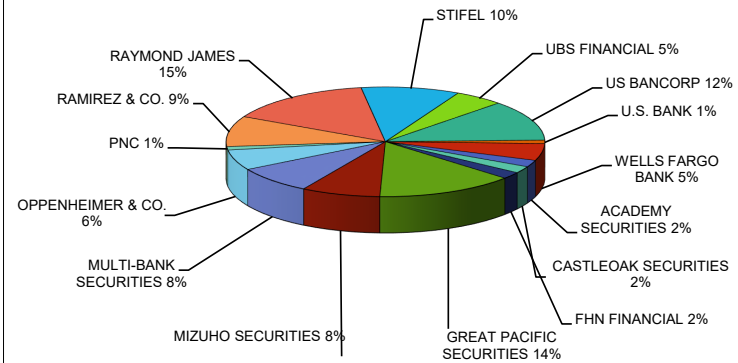


SCPPA
PORTFOLIO DEALER/BROKER COVERAGE
March 31, 2025
POWER PURCHASE AGREEMENTS & MISCELLANEOUS

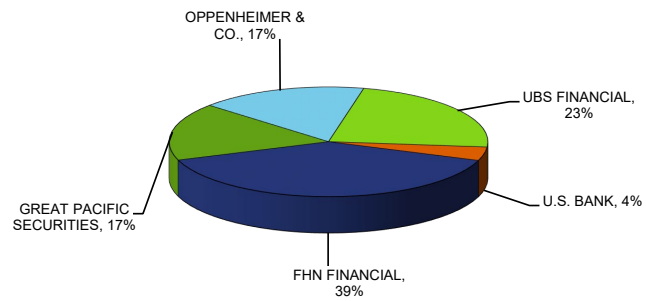
POWER PURCHASE AGREEMENTS (COMBINED)



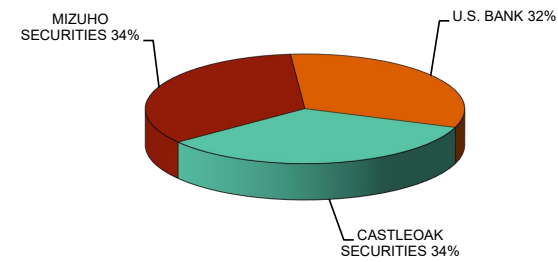
SCPPA DECOMMISSIONING TRUST FUND



SAN JUAN MINE RECLAMATION TRUST FUND



SAN JUAN DECOMMISSIONING TRUST FUND





SCPPA

**Palo Verde Project
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / CASH										
SYS427381	427381	01100	SCPPA	0.00	100.0000000	0.00	1.370			
SYS223508	223508	01101	SCPPA	0.00	100.0000000	0.00	4.430			
SYS427357	427357	03100	SCPPA	0.00	100.0000000	0.00				
SYS427354	427354	04100	SCPPA	0.00	100.0000000	0.00				
SYS427378	427378	05100	SCPPA	0.00	100.0000000	0.00	1.370			
SYS223505	223505	05101	SCPPA	1,040,479.73	100.0000000	1,040,479.73	4.220			
SYS427372	427372	06100	SCPPA	0.00	100.0000000	0.00	1.370			
SYS223504	223504	06101	SCPPA	1,145,772.14	100.0000000	1,145,772.14	4.220			
SYS427360	427360	07100	SCPPA	0.00	100.0000000	0.00	1.540			
SYS427363	427363	08100	SCPPA	0.00	100.0000000	0.00	1.370			
SYS223501	223501	08101	SCPPA	16,785.48	100.0000000	16,785.48	4.220			
SYS427369	427369	09100	SCPPA	0.00	100.0000000	0.00	1.370			
SYS223503	223503	09101	SCPPA	542,787.69	100.0000000	542,787.69	4.220			
SYS427366	427366	10100	SCPPA	0.00	100.0000000	0.00	1.370			
SYS223502	223502	10101	SCPPA	882,279.18	100.0000000	882,279.18	4.220			
SYS889261	889261	20081	SCPPA	0.00	100.0000000	0.00	0.850			
SYS889291	889291	20082	SCPPA	0.00	100.0000000	0.00	0.850			
SYS427251	427251	20930	SCPPA	0.00	100.0000000	0.00				
SYS427269	427269	20961	SCPPA	0.00	100.0000000	0.00	0.010			
SYS427339	427339	20962	SCPPA	0.00	100.0000000	0.00				
SYS427302	427302	20963	SCPPA	0.00	100.0000000	0.00				
SYS327190	327190	20971	SCPPA	0.00	100.0000000	0.00				
SYS327194	327194	20972	SCPPA	0.00	100.0000000	0.00				
SYS327215	327215	20991	SCPPA	0.00	100.0000000	0.00				
SYS889260	889260	21081	SCPPA	0.00	100.0000000	0.00	0.010			
SYS889290	889290	21082	SCPPA	0.00	100.0000000	0.00	0.740			
SYS427254	427254	21930	SCPPA	0.00	100.0000000	0.00				
SYS427266	427266	21961	SCPPA	0.00	100.0000000	0.00				
SYS427326	427326	21962	SCPPA	0.00	100.0000000	0.00				
SYS427239	427239	21963	SCPPA	0.00	100.0000000	0.00				
SYS327187	327187	21970	SCPPA	0.00	100.0000000	0.00				
SYS327191	327191	21971	SCPPA	0.00	100.0000000	0.00				
SYS327195	327195	21972	SCPPA	0.00	100.0000000	0.00				
SYS327214	327214	21991	SCPPA	0.00	100.0000000	0.00				

**Palo Verde Project
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / CASH										
SYS889263	889263	22081	SCPPA	0.00	100.0000000	0.00	0.850			
SYS889293	889293	22082	SCPPA	0.00	100.0000000	0.00	0.850			
SYS427263	427263	22961	SCPPA	0.00	100.0000000	0.00				
SYS427323	427323	22962	SCPPA	0.00	100.0000000	0.00				
SYS427293	427293	22963	SCPPA	0.00	100.0000000	0.00				
SYS327216	327216	22991	SCPPA	0.00	100.0000000	0.00				
SYS889264	889264	23081	SCPPA	0.00	100.0000000	0.00	0.850			
SYS889294	889294	23082	SCPPA	0.00	100.0000000	0.00	0.850			
SYS427330	427330	23962	SCPPA	0.00	100.0000000	0.00				
SYS427305	427305	23963	SCPPA	0.00	100.0000000	0.00				
SYS327192	327192	23971	SCPPA	0.00	100.0000000	0.00				
SYS327196	327196	23972	SCPPA	0.00	100.0000000	0.00				
SYS327217	327217	23991	SCPPA	0.00	100.0000000	0.00				
SYS427260	427260	24930	SCPPA	0.00	100.0000000	0.00				
SYS327197	327197	24972	SCPPA	0.00	100.0000000	0.00				
SYS889269	889269	25081	SCPPA	0.00	100.0000000	0.00	0.010			
SYS889299	889299	25082	SCPPA	0.00	100.0000000	0.00				
SYS327203	327203	25971	SCPPA	0.00	100.0000000	0.00				
SYS327198	327198	25972	SCPPA	0.00	100.0000000	0.00				
SYS327219	327219	25991	SCPPA	0.00	100.0000000	0.00				
SYS327181	327181	26871	SCPPA	0.00	100.0000000	0.00				
SYS327184	327184	26891	SCPPA	0.00	100.0000000	0.00				
SYS327183	327183	27871	SCPPA	0.00	100.0000000	0.00				
SYS327186	327186	27891	SCPPA	0.00	100.0000000	0.00				
SYS889296	889296	28082	SCPPA	0.00	100.0000000	0.00				
Subtotal				3,628,104.22		3,628,104.22				
Federal Agency Coupon Securities										
31424WRJ3	24250	05101	Farmer Mac Medium Term Note	4,000,000.00	100.0000000	4,000,000.00	4.400	11/21/2025		
3133ERWJ6	24260	06101	Farm Credit Note	2,000,000.00	99.8300000	1,996,600.00	4.330	10/07/2026	04/07/2025	100.0000000
3130B3FH1	24249	06101	Federal Home Loan Note	4,000,000.00	100.0000000	4,000,000.00	4.625	10/23/2026	04/23/2025	100.0000000
3133ERXE6	24248	09101	Farm Credit Note	4,414,000.00	99.9000000	4,409,586.00	4.290	10/15/2026	10/15/2025	100.0000000
3130B3VR1	24255	09101	Federal Home Loan Note	1,000,000.00	100.0000000	1,000,000.00	4.500	11/20/2026	11/20/2025	100.0000000
3130B4SM4	24267	09101	Federal Home Loan Note	1,000,000.00	100.0000000	1,000,000.00	4.450	07/30/2027	01/30/2026	100.0000000
3130B5BA5	24271	09101	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.500	02/26/2027	08/26/2025	100.0000000
Subtotal				18,414,000.00		18,406,186.00				

**Palo Verde Project
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Disc. -Amortizing										
313385DU7	24266	05101	Fed Home Loan Discount Note	1,500,000.00	99.2749447	1,489,124.17	4.210	04/01/2025		
313397FJ5	24270	05101	Freddie Mac Discount Note	1,200,000.00	99.1696942	1,190,036.33	4.210	05/09/2025		
313385DU7	24264	06101	Fed Home Loan Discount Note	2,500,000.00	99.2749444	2,481,873.61	4.210	04/01/2025		
313397FJ5	24269	06101	Freddie Mac Discount Note	2,500,000.00	99.1696944	2,479,242.36	4.210	05/09/2025		
313385DU7	24263	10101	Fed Home Loan Discount Note	2,000,000.00	99.2749445	1,985,498.89	4.210	04/01/2025		
			Subtotal	9,700,000.00		9,625,775.36				
Treasury Discounts -Amortizing										
912797NT0	24272	10101	U.S. Treasury Bill	1,400,000.00	99.9301664	1,399,022.33	4.190	04/01/2025		
			Subtotal	1,400,000.00		1,399,022.33				
			Total	33,142,104.22		33,059,087.91				



**San Juan Power Project
Investments by All Types
Active Investments
March 31, 2025**

SCPPA

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS94613010	94613010	01000	SCPPA	0.00	100.0000000	0.00	2.254			
SYS94434280	94434280	01021	SCPPA	0.00	100.0000000	0.00				
SYS94613011	94613011	02000	SCPPA	0.00	100.0000000	0.00	2.254			
SYS94434281	94434281	02021	SCPPA	0.00	100.0000000	0.00				
SYS214089000	214089000	02200	SCPPA	205,070.31	100.0000000	205,070.31	4.220			
SYS94613013	94613013	03000	SCPPA	0.00	100.0000000	0.00				
SYS78939900	789399000	03005	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94434283	94434283	03021	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94471500	94471500	03022	SCPPA	0.00	100.0000000	0.00				
SYS213264000	213264000	03141	SCPPA	0.00	100.0000000	0.00	0.450			
SYS94613018	94613018	04000	SCPPA	0.00	100.0000000	0.00				
SYS78939901	789399001	04005	SCPPA	0.00	100.0000000	0.00	0.150			
SYS94434288	94434288	04021	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94471501	94471501	04022	SCPPA	0.00	100.0000000	0.00				
SYS94613014	94613014	06000	SCPPA	0.00	100.0000000	0.00	2.282			
SYS94613016	94613016	08100	SCPPA	0.00	100.0000000	0.00	2.254			
SYS94613012	94613012	10000	SCPPA	0.00	100.0000000	0.00	0.150			
SYS94613017	94613017	13000	SCPPA	0.00	100.0000000	0.00				
SYS78939902	789399002	25005	SCPPA	0.00	100.0000000	0.00	0.150			
SYS94434289	94434289	25021	SCPPA	0.00	100.0000000	0.00				
SYS94471502	94471502	25022	SCPPA	0.00	100.0000000	0.00				
SYS213264002	213264002	25141	SCPPA	0.00	100.0000000	0.00				
Subtotal				205,070.31		205,070.31				
Federal Agency Coupon Securities										
3130B3QH9	22435	02200	FHLB	500,000.00	100.0000000	500,000.00	4.700	11/19/2026	05/19/2025	100.0000000
Subtotal				500,000.00		500,000.00				
Federal Agency Disc. -Amortizing										
313385FF80	22437	02200	Fed Home Loan Discount Note	500,000.00	98.8026260	494,013.13	4.185	05/06/2025		
Subtotal				500,000.00		494,013.13				

San Juan Power Project
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Treasury Discounts -Amortizing										
912797ND5	22438	02200	US TREASURY BILL	500,000.00	99.5790000	497,895.00	4.210	05/01/2025		
			Subtotal	500,000.00		497,895.00				
			Total	1,705,070.31		1,696,978.44				



**Magnolia Project
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS94634400	94634400	01031	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS94634500	94634500	01032	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS94634403	94634403	02031	Southern California Public Pow	1,302,883.75	100.0000000	1,302,883.75	4.220			
SYS94634502	94634502	02032	Southern California Public Pow	766,932.63	100.0000000	766,932.63	4.220			
SYS94634401	94634401	03031	Southern California Public Pow	0.00	100.0000000	0.00	4.440			
SYS94634504	94634504	03032	Southern California Public Pow	7,607.44	100.0000000	7,607.44	4.220			
SYS103851000	103851000	03061	Southern California Public Pow	0.00	100.0000000	0.00	0.243			
SYS11221000	112421000	03071	Southern California Public Pow	0.00	100.0000000	0.00				
SYS132144000	132144000	03091	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS132145000	132145000	03092	Southern California Public Pow	0.00	100.0000000	0.00	0.893			
SYS155947000	155947000	03111	Southern California Public Pow	0.00	100.0000000	0.00	3.860			
SYS227835000	227835000	03171	Southern California Public Pow	0.00	100.0000000	0.00	2.300			
SYS271550000	271550000	03201	Southern California Public Pow	34,585.31	100.0000000	34,585.31	4.220			
SYS270651000	270651000	03203	Southern California Public Pow	503,805.43	100.0000000	503,805.43	4.220			
SYS94634402	94634402	04031	Southern California Public Pow	0.00	100.0000000	0.00	4.440			
SYS94634506	94634506	04032	Southern California Public Pow	23,852.14	100.0000000	23,852.14	4.220			
SYS103851001	103851001	04061	Southern California Public Pow	0.00	100.0000000	0.00	0.150			
SYS11221001	112421001	04071	Southern California Public Pow	0.00	100.0000000	0.00				
SYS132144001	132144001	04091	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS132145001	132145001	04092	Southern California Public Pow	0.00	100.0000000	0.00	0.933			
SYS155947001	155947001	04111	Southern California Public Pow	0.00	100.0000000	0.00	3.860			
SYS227835001	227835001	04171	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS271550001	271550001	04201	Southern California Public Pow	0.00	100.0000000	0.00	2.300			
SYS270651001	270651001	04203	Southern California Public Pow	0.00	100.0000000	0.00	0.020			
SYS94634405	94634405	06031	Southern California Public Pow	1,522,648.92	100.0000000	1,522,648.92	4.220			
SYS94634505	94634505	06032	Southern California Public Pow	317,577.01	100.0000000	317,577.01	4.220			
SYS94634406	94634406	08031	Southern California Public Pow	0.00	100.0000000	0.00	4.440			
SYS94634509	94634509	08032	Southern California Public Pow	0.00	100.0000000	0.00	4.440			
SYS209746000	209746000	09031	Southern California Public Pow	960,235.05	100.0000000	960,235.05	4.220			
SYS209746001	209746001	09032	Southern California Public Pow	531,272.44	100.0000000	531,272.44	4.220			
SYS94634404	94634404	10031	Southern California Public Pow	738,667.89	100.0000000	738,667.89	4.220			
SYS94634503	94634503	10032	Southern California Public Pow	206,187.30	100.0000000	206,187.30	4.220			
SYS209746002	209746002	12031	Southern California Public Pow	66,960.53	100.0000000	66,960.53	4.220			
SYS209746003	209746003	12032	Southern California Public Pow	144,379.42	100.0000000	144,379.42	4.220			

**Magnolia Project
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS94634408	94634408	13031	Southern California Public Pow	0.00	100.0000000	0.00	4.440			
SYS94634507	94634507	13032	Southern California Public Pow	0.00	100.0000000	0.00	0.100			
SYS94634407	94634407	15031	Southern California Public Pow	0.00	100.0000000	0.00	0.150			
SYS94634508	94634508	15032	Southern California Public Pow	0.00	100.0000000	0.00				
SYS112421004	112421004	15071	Southern California Public Pow	0.00	100.0000000	0.00				
SYS270651004	270651004	15203	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS270651005	270651005	16203	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS270651006	270651006	17203	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS270651002	270651002	18203	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS112421003	112421003	20071	Southern California Public Pow	0.00	100.0000000	0.00				
SYS132144002	132144002	20091	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS132145002	132145002	20092	Southern California Public Pow	0.00	100.0000000	0.00	0.933			
SYS270651009	270651009	20203	Southern California Public Pow	34,723.60	100.0000000	34,723.60	4.220			
SYS94634409	94634409	25031	Southern California Public Pow	0.00	100.0000000	0.00	0.150			
SYS94634510	94634510	25032	Southern California Public Pow	0.00	100.0000000	0.00				
SYS271550002	271550002	25201	Southern California Public Pow	0.00	100.0000000	0.00	2.300			
SYS270651008	270651008	25203	Southern California Public Pow	0.00	100.0000000	0.00	2.300			
SYS270651003	270651003	27203	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS789567000	789567000	90031	Southern California Public Pow	0.00	100.0000000	0.00				
Subtotal				7,162,318.86		7,162,318.86				
Local Agency Investment Funds										
SYS1	1	13031	Local Agency Investment Fund	0.00	100.0000000	0.00				
Subtotal				0.00		0.00				
Commercial Paper Disc. -Amortizing										
62479LU110	1671	03201	MUFG BANK LTD/NY CP	1,000,000.00	98.1633330	981,633.33	4.350	07/01/2025		
62479LU110	1672	03203	MUFG BANK LTD/NY CP	4,000,000.00	98.1633332	3,926,533.33	4.350	07/01/2025		
Subtotal				5,000,000.00		4,908,166.66				
Federal Agency Coupon Securities										
3133ERFD8	1597	06031	FEDERAL FARM CREDIT BANK	1,500,000.00	99.9663000	1,499,494.50	5.125	05/22/2025		
3133ER4Y4	1683	06031	FEDERAL FARM CREDIT BANK	2,000,000.00	99.9900000	1,999,800.00	4.490	02/26/2027	08/26/2025	100.0000000
3133ERFD8	1598	09031	FEDERAL FARM CREDIT BANK	1,000,000.00	99.9663000	999,663.00	5.125	05/22/2025		
3133ETBD8	1691	09031	FEDERAL FARM CREDIT BANK	1,500,000.00	100.0000000	1,500,000.00	4.400	03/26/2027	06/26/2025	100.0000000
3133EREX5	1673	10031	FEDERAL FARM CREDIT BANK	4,000,000.00	100.2670000	4,010,680.00	5.230	05/20/2026	05/20/2025	100.0000000

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**Magnolia Project
Investments by All Types
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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Coupon Securities										
3133ER4Y4	1684	12031	FEDERAL FARM CREDIT BANK	500,000.00	99.9900000	499,950.00	4.490	02/26/2027	08/26/2025	100.0000000
3134HA6J7	1675	12031	Freddie Mac Note	2,000,000.00	100.0000000	2,000,000.00	4.750	02/14/2028	08/14/2025	100.0000000
3135GAWM9	1642	12031	FANNIE MAE	750,000.00	100.0000000	750,000.00	4.350	10/15/2026	07/15/2025	100.0000000
Subtotal				13,250,000.00		13,259,587.50				
Federal Agency Disc. -Amortizing										
313385DU70	1667	02031	Fed Home Loan Discount Note	5,000,000.00	99.2866388	4,964,331.94	4.210	04/01/2025		
313385HP400	1656	03201	Fed Home Loan Discount Note	500,000.00	97.4412080	487,206.04	4.245	07/01/2025		
313385HP400	1662	03201	Fed Home Loan Discount Note	700,000.00	97.8929586	685,250.71	4.145	07/01/2025		
313385HP400	1681	03201	Fed Home Loan Discount Note	610,000.00	98.5619443	601,227.86	4.175	07/01/2025		
313385HP400	1657	03203	Fed Home Loan Discount Note	350,000.00	97.4412086	341,044.23	4.245	07/01/2025		
313385HP400	1663	03203	Fed Home Loan Discount Note	1,000,000.00	97.8929580	978,929.58	4.145	07/01/2025		
313385HP400	1682	03203	Fed Home Loan Discount Note	1,000,000.00	98.5619440	985,619.44	4.175	07/01/2025		
313385HP400	1680	04032	Fed Home Loan Discount Note	850,000.00	98.5619447	837,776.53	4.175	07/01/2025		
313385DU70	1668	06031	Fed Home Loan Discount Note	2,000,000.00	99.2866390	1,985,732.78	4.210	04/01/2025		
313385HP400	1655	09031	Fed Home Loan Discount Note	1,000,000.00	97.4412080	974,412.08	4.245	07/01/2025		
313385DU70	1669	09031	Fed Home Loan Discount Note	4,700,000.00	99.2866389	4,666,472.03	4.210	04/01/2025		
Subtotal				17,710,000.00		17,508,003.22				
Treasury Discounts -Amortizing										
912797PC5	1670	02031	U.S. Treasury Bill	4,000,000.00	98.8853333	3,955,413.33	4.180	05/06/2025		
912797ND5	1677	02031	U.S. Treasury Bill	1,500,000.00	99.2452780	1,488,679.17	4.180	05/01/2025		
912797PL5	1678	02031	U.S. Treasury Bill	4,000,000.00	98.8648333	3,954,593.33	4.170	06/03/2025		
912797PU5	1686	02031	U.S. Treasury Bill	4,200,000.00	98.8764167	4,152,809.50	4.170	07/01/2025		
912797ND5	1685	02032	U.S. Treasury Bill	2,000,000.00	99.5790000	1,991,580.00	4.210	05/01/2025		
912797PU5	1688	03032	U.S. Treasury Bill	430,000.00	98.8764163	425,168.59	4.170	07/01/2025		
912797PU5	1689	03201	U.S. Treasury Bill	550,000.00	98.8764164	543,820.29	4.170	07/01/2025		
912797PU5	1690	03203	U.S. Treasury Bill	500,000.00	98.8764160	494,382.08	4.170	07/01/2025		
912797PL5	1679	06031	U.S. Treasury Bill	2,500,000.00	98.8648332	2,471,620.83	4.170	06/03/2025		
912797PU5	1687	06031	U.S. Treasury Bill	1,000,000.00	98.8764170	988,764.17	4.170	07/01/2025		
Subtotal				20,680,000.00		20,466,831.29				
Municipal Bonds										
13067WRE4	1496	06031	CALIFORNIA ST MUNI	1,000,000.00	86.7010000	867,010.00	1.160	12/01/2027		
Subtotal				1,000,000.00		867,010.00				

**Magnolia Project
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
GIC										
SYS12A	12	03031	AIG	0.00	100.0000000	0.00	1.821			
SYS14B	14	03032	AIG	0.00	100.0000000	0.00	1.640			
SYS457	457	04061	FSA CAPITAL MANAGEMENT	0.00	100.0000000	0.00	4.922			
SYS48	48	13031	AIG	0.00	100.0000000	0.00	1.911			
SYS13A	13	13032	AIG	0.00	100.0000000	0.00	1.640			
Subtotal				0.00		0.00				
Total				64,802,318.86		64,171,917.53				



SCPPA

**Canyon Power Project
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS135060000	135060000	01091	SCPPA	0.00	100.0000000	0.00	4.430			
SYS135060010	135060010	01101	SCPPA	0.00	100.0000000	0.00				
SYS135060020	135060020	01102	SCPPA	0.00	100.0000000	0.00	2.282			
SYS135060003	135060003	02091	SCPPA	840,537.53	100.0000000	840,537.53	4.220			
SYS135060001	135060001	03091	SCPPA	0.00	100.0000000	0.00				
SYS135060013	135060013	03101	SCPPA	0.00	100.0000000	0.00	1.976			
SYS135060023	135060023	03102	SCPPA	0.00	100.0000000	0.00	0.450			
SYS242313000	242313000	03161	SCPPA	0.00	100.0000000	0.00	3.860			
SYS251113000	251113000	03171	SCPPA	0.00	100.0000000	0.00	0.060			
SYS223308000	223308000	03181	SCPPA	0.00	100.0000000	0.00	0.030			
SYS220045000	220045000	03182	SCPPA	0.00	100.0000000	0.00	0.170			
SYS135060002	135060002	03191	SCPPA	0.00	100.0000000	0.00				
SYS270412000	270412000	03201	SCPPA	3,029.19	100.0000000	3,029.19	4.220			
SYS246814000	246814000	03202	SCPPA	45,215.51	100.0000000	45,215.51	4.220			
SYS276670000	276670000	03203	SCPPA	143,435.14	100.0000000	143,435.14	4.220			
SYS219853000	219853000	03221	SCPPA	151,922.61	100.0000000	151,922.61	4.220			
SYS135060012	135060012	04101	SCPPA	0.00	100.0000000	0.00	0.060			
SYS135060022	135060022	04102	SCPPA	0.00	100.0000000	0.00	0.450			
SYS242313001	242313001	04161	SCPPA	0.00	100.0000000	0.00				
SYS251113001	251113001	04171	SCPPA	0.00	100.0000000	0.00	0.450			
SYS223308001	223308001	04181	SCPPA	0.00	100.0000000	0.00	0.060			
SYS220045001	220045001	04182	SCPPA	0.00	100.0000000	0.00	0.060			
SYS270412001	270412001	04201	SCPPA	0.00	100.0000000	0.00				
SYS246814001	246814001	04202	SCPPA	0.00	100.0000000	0.00				
SYS276670001	276670001	04203	SCPPA	0.00	100.0000000	0.00				
SYS219853301	219853301	04221	SCPPA	0.00	100.0000000	0.00	4.950			
SYS135060005	135060005	06091	SCPPA	0.00	100.0000000	0.00				
SYS135060007	135060007	08091	SCPPA	469,370.18	100.0000000	469,370.18	4.220			
SYS135060004	135060004	10091	SCPPA	0.00	100.0000000	0.00				
SYS135060008	135060008	13091	SCPPA	0.00	100.0000000	0.00	4.950			
SYS135060011	135060011	13101	SCPPA	0.00	100.0000000	0.00	0.150			
SYS135060021	135060021	13102	SCPPA	0.00	100.0000000	0.00	0.060			
SYS135060006	135060006	15091	SCPPA	0.00	100.0000000	0.00				
SYS276670005	276670005	16203	SCPPA	0.00	100.0000000	0.00				

**Canyon Power Project
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS276670006	276670006	18203	SCPPA	0.00	100.0000000	0.00				
SYS276670003	276670003	19203	SCPPA	0.00	100.0000000	0.00				
SYS135060009	135060009	25091	SCPPA	0.00	100.0000000	0.00				
SYS135060014	135060014	25101	SCPPA	0.00	100.0000000	0.00	0.150			
SYS135060024	135060024	25102	SCPPA	0.00	100.0000000	0.00	0.150			
SYS242313002	242313002	25161	SCPPA	0.00	100.0000000	0.00	0.250			
SYS251113002	251113002	25171	SCPPA	0.00	100.0000000	0.00	0.877			
SYS223308003	223308003	25181	SCPPA	0.00	100.0000000	0.00	2.282			
SYS220045002	220045002	25182	SCPPA	0.00	100.0000000	0.00	2.282			
SYS270412002	270412002	25201	SCPPA	0.00	100.0000000	0.00	5.010			
SYS246814002	246814002	25202	SCPPA	0.00	100.0000000	0.00	5.010			
SYS276670002	276670002	25203	SCPPA	0.00	100.0000000	0.00	5.010			
SYS219853002	219853002	25221	SCPPA	0.00	100.0000000	0.00	5.200			
SYS276670004	276670004	27203	SCPPA	0.00	100.0000000	0.00				
SYS219853004	219853004	28203	SCPPA	86,890.62	100.0000000	86,890.62	4.220			
Subtotal				1,740,400.78		1,740,400.78				
Commercial Paper Disc. -Amortizing										
62479LU11	449	03202	MUFG Bank CP	4,000,000.00	98.1633330	3,926,533.32	4.350	07/01/2025		
62479LU11	448	03221	MUFG Bank CP	1,800,000.00	98.1633328	1,766,939.99	4.350	07/01/2025		
Subtotal				5,800,000.00		5,693,473.31				
Federal Agency Coupon Securities										
3130B3GP2	438	03202	Federal Home Loan Note	1,150,000.00	100.0000000	1,150,000.00	4.260	07/01/2025		
3133EREX5	450	08091	Farm Credit Note	1,000,000.00	100.2670000	1,002,670.00	5.230	05/20/2026		
Subtotal				2,150,000.00		2,152,670.00				
Federal Agency Disc. -Amortizing										
313385DU7	447	02091	Fed Home Loan Discount Note	3,000,000.00	99.2866390	2,978,599.17	4.210	04/01/2025		
313397FB2	456	02091	Freddie Mac Discount Note	2,500,000.00	99.5683332	2,489,208.33	4.200	05/02/2025		
313397FB2	455	03201	Freddie Mac Discount Note	450,000.00	99.2515556	446,632.00	4.210	05/02/2025		
313397FB2	458	03201	Freddie Mac Discount Note	230,000.00	99.5683348	229,007.17	4.200	05/02/2025		
313385HP40	442	03202	Fed Home Loan Discount Note	1,100,000.00	97.3879027	1,071,266.93	4.255	07/01/2025		
313385HP40	446	03202	Fed Home Loan Discount Note	1,100,000.00	97.8443055	1,076,287.36	4.150	07/01/2025		
313397FB2	454	03202	Freddie Mac Discount Note	1,250,000.00	99.2515552	1,240,644.44	4.210	05/02/2025		
313397FB2	457	03202	Freddie Mac Discount Note	1,100,000.00	99.5683336	1,095,251.67	4.200	05/02/2025		

**Canyon Power Project
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Disc. -Amortizing										
313397FB2	453	03221	Freddie Mac Discount Note	300,000.00	99.2515567	297,754.67	4.210	05/02/2025		
			Subtotal	11,030,000.00		10,924,651.74				
Treasury Discounts -Amortizing										
912797ND5	451	02091	U.S. Treasury Bill	2,500,000.00	99.2452776	2,481,131.94	4.180	05/01/2025		
912797PL5	452	02091	U.S. Treasury Bill	2,000,000.00	98.8648335	1,977,296.67	4.170	06/03/2025		
			Subtotal	4,500,000.00		4,458,428.61				
			Total	25,220,400.78		24,969,624.44				



APEX POWER PROJECT
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
208566000	208566000	01100	U S Bank	0.00	100.0000000	0.00	4.270			
208566001	208566001	02100	U S Bank	1,177,652.64	100.0000000	1,177,652.64	4.220			
SYS208682000	208682000	02200	US Bank Natl Assoc	0.00	100.0000000	0.00	5.010			
208566004	208566004	03141	U S Bank	0.00	100.0000000	0.00	5.180			
SYS238316000	238316000	03241	U S Bank	56,383.82	100.0000000	56,383.82	4.220			
208566006	208566006	04141	U S Bank	0.00	100.0000000	0.00	5.180			
208566007	208566007	06100	U S Bank	432,785.16	100.0000000	432,785.16	4.220			
208566009	208566009	08100	U S Bank	0.00	100.0000000	0.00	0.050			
208566002	208566002	10100	U S Bank	0.00	100.0000000	0.00	0.030			
208566010	208566010	13141	U S Bank	0.00	100.0000000	0.00	5.010			
208566011	208566011	13142	U S Bank	0.00	100.0000000	0.00	0.020			
208566008	208566008	17100	U S Bank	129,867.79	100.0000000	129,867.79	4.220			
208566012	208566012	25141	U S Bank	0.00	100.0000000	0.00	0.030			
208566013	208566013	25142	U S Bank	0.00	100.0000000	0.00	0.030			
238316001	238316001	25243	U S Bank	0.00	100.0000000	0.00	4.270			
Subtotal				1,796,689.41		1,796,689.41				
Federal Agency Coupon Securities										
3130B3GP2	456	03241	Federal Home Loan Note	1,800,000.00	100.0000000	1,800,000.00	4.260	07/01/2025		
3134HAR39	462	06100	Freddie Mac Note	1,000,000.00	100.0000000	1,000,000.00	4.520	12/17/2026		
3133ER7J4	481	17100	FED FARM CREDIT	500,000.00	99.9500000	499,750.00	4.080	03/17/2027	03/17/2026	100.0000000
3130B53F3	474	17100	Federal Home Loan Note	3,500,000.00	100.0000000	3,500,000.00	4.400	02/19/2027	02/19/2026	100.0000000
31424WRJ3	460	17100	Farmer Mac	1,000,000.00	100.0000000	1,000,000.00	4.400	11/21/2025		
Subtotal				7,800,000.00		7,799,750.00				
Federal Agency Disc. -Amortizing										
313385EE2	465	02100	Fed Home Loan Discount Note	3,000,000.00	98.7283330	2,961,849.99	4.200	04/11/2025		
313397DU2	475	02100	FREDDIE MAC DISCOUNT NOTE	1,000,000.00	99.6127080	996,127.08	4.225	04/01/2025		
313397FE6	476	02100	FREDDIE MAC DISCOUNT NOTE	2,000,000.00	99.2164720	1,984,329.44	4.210	05/05/2025		
313397GJ4	477	02100	FREDDIE MAC DISCOUNT NOTE	2,500,000.00	98.8956252	2,472,390.63	4.185	06/02/2025		
313385HP40	459	03241	Fed Home Loan Discount Note	1,800,000.00	97.3791667	1,752,825.00	4.250	07/01/2025		
313385HP40	467	03241	Fed Home Loan Discount Note	1,850,000.00	97.8150000	1,809,577.50	4.140	07/01/2025		

APEX POWER PROJECT
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Disc. -Amortizing										
313385HP40	473	03241	Fed Home Loan Discount Note	3,400,000.00	98.2541109	3,340,639.77	4.135	07/01/2025		
313385HP40	479	03241	Fed Home Loan Discount Note	1,900,000.00	98.5619442	1,872,676.94	4.175	07/01/2025		
313385EE2	466	06100	Fed Home Loan Discount Note	2,000,000.00	98.7283330	1,974,566.66	4.200	04/11/2025		
313397FE6	478	06100	FREDDIE MAC DISCOUNT NOTE	2,500,000.00	99.2164724	2,480,411.81	4.210	05/05/2025		
Subtotal				21,950,000.00		21,645,394.82				
Treasury Discounts -Amortizing										
912797PC5	471	02100	US TREASURY BILL	2,500,000.00	98.8853328	2,472,133.32	4.180	05/06/2025		
912797LN5	472	02100	US TREASURY BILL	2,000,000.00	98.4686530	1,969,373.06	4.145	06/12/2025		
912797PU5	480	03241	US TREASURY BILL	1,800,000.00	98.8560000	1,779,408.00	4.160	07/01/2025		
Subtotal				6,300,000.00		6,220,914.38				
Total				37,846,689.41		37,462,748.61				



TIETON
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS135130000	135130000	01100	Southern California Public Pow	0.00	100.0000000	0.00	4.740			
SYS135130001	135130001	02100	Southern California Public Pow	85,587.96	100.0000000	85,587.96	4.220			
SYS889320	889320	02200	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130006	135130006	03091	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130007	135130007	03092	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130020	135130020	03101	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS135130030	135130030	03102	Southern California Public Pow	266,203.25	100.0000000	266,203.25	4.220			
SYS277989000	277989000	03201	Southern California Public Pow	119,354.35	100.0000000	119,354.35	4.220			
SYS135130021	135130021	04101	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS135130031	135130031	04102	Southern California Public Pow	50,474.60	100.0000000	50,474.60	4.220			
SYS277989001	277989001	04201	Southern California Public Pow	0.00	100.0000000	0.00	0.030			
SYS135130003	135130003	06100	Southern California Public Pow	418,812.30	100.0000000	418,812.30	4.220			
SYS135130005	135130005	08100	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS135130002	135130002	10100	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130008	135130008	13091	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130010	135130010	13092	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130004	135130004	17100	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130009	135130009	25091	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130011	135130011	25092	Southern California Public Pow	0.00	100.0000000	0.00				
SYS135130022	135130022	25101	Southern California Public Pow	0.00	100.0000000	0.00	0.100			
SYS135130032	135130032	25102	Southern California Public Pow	0.00	100.0000000	0.00				
SYS277989002	277989002	25201	Southern California Public Pow	0.00	100.0000000	0.00	0.020			
Subtotal				940,432.46		940,432.46				
Federal Agency Disc. -Amortizing										
313385HP40	169	03102	Fed Home Loan Discount Note	1,700,000.00	98.0586670	1,666,997.34	4.160	07/01/2025		
313385HP40	172	03102	Fed Home Loan Discount Note	300,000.00	98.4716667	295,415.00	4.200	07/01/2025		
313385HP40	171	03201	Fed Home Loan Discount Note	100,000.00	98.0586700	98,058.67	4.160	07/01/2025		
313385HP40	173	03201	Fed Home Loan Discount Note	100,000.00	98.4716700	98,471.67	4.200	07/01/2025		
313385HP40	170	04102	Fed Home Loan Discount Note	1,620,000.00	98.0586667	1,588,550.40	4.160	07/01/2025		
Subtotal				3,820,000.00		3,747,493.08				
Total				4,760,432.46		4,687,925.54				



CLEAN ENERGY PROJECT
Investments by All Types
Active Investments
March 31, 2025

SCPPA

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/CASH										
SYS236663007	236663007	01400	Southern California Public PoS	3,866.73	100.0000000	3,866.73	4.220			
SYS236663008	236663008	02400	Southern California Public PoS	114,544.06	100.0000000	114,544.06	4.220			
SYS236663000	236663000	03241	Southern California Public PoS	0.00	100.0000000	0.00	4.250			
SYS236663001	236663001	03242	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663003	236663003	04241	Southern California Public PoS	0.00	100.0000000	0.00	4.270			
SYS236663009	236663009	08400	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663004	236663004	13241	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663005	236663005	15241	Southern California Public PoS	82,773.08	100.0000000	82,773.08	4.220			
SYS236663017	236663017	20240	Southern California Public PoS	1,354,449.94	100.0000000	1,354,449.94	4.220			
SYS236663002	236663002	26241	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663010	236663010	27241	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663014	236663014	27242	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663015	236663015	28240	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663006	236663006	29241	Southern California Public PoS	0.00	100.0000000	0.00	4.270			
SYS236663011	236663011	30241	Southern California Public PoS	0.00	100.0000000	0.00				
SYS236663019	236663019	31240	Southern California Public PoS	0.00	100.0000000	0.00				
Subtotal				1,555,633.81		1,555,633.81				
GIC										
9AMGGDX1	10	03241	SOCIETE GENERALE	3,422,646.77	100.0000000	3,422,646.77	4.797	08/30/2030		
9AMGGCDY9	09	04241	MASSMUTUAL	5,900,000.00	100.0000000	5,900,000.00	4.880	08/31/2030		
9AMGGCDY	12	29241	MASSMUTUAL	3,000,000.00	100.0000000	3,000,000.00	4.880	08/31/2030		
Subtotal				12,322,646.77		12,322,646.77				
Total				13,878,280.58		13,878,280.58				



SCPPA

**Milford Wind 1
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS136003000	136003000	01100	Southern California Public Pow	0.00	100.0000000	0.00	5.240			
SYS136003001	136003001	02100	Southern California Public Pow	101,128.47	100.0000000	101,128.47	4.220			
SYS135142000	135142000	02200	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS136003003	136003003	03101	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS254944000	254944000	03191	Southern California Public Pow	116,159.61	100.0000000	116,159.61	4.220			
SYS136003004	136003004	04101	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
SYS254944001	254944001	04191	Southern California Public Pow	0.00	100.0000000	0.00				
SYS136003005	136003005	06100	Southern California Public Pow	0.00	100.0000000	0.00				
SYS136003007	136003007	08100	Southern California Public Pow	500,061.66	100.0000000	500,061.66	4.220			
SYS136003002	136003002	10100	Southern California Public Pow	136,579.23	100.0000000	136,579.23	4.220			
SYS136003008	136003008	13100	Southern California Public Pow	0.00	100.0000000	0.00	0.100			
SYS136003006	136003006	17100	Southern California Public Pow	0.00	100.0000000	0.00				
SYS136003009	136003009	25101	Southern California Public Pow	0.00	100.0000000	0.00				
SYS254944002	254944002	25191	Southern California Public Pow	0.00	100.0000000	0.00	0.060			
Subtotal				853,928.97		853,928.97				
Federal Agency Coupon Securities										
3130B3GP2	412	03191	Federal Home Loan Note	1,200,000.00	100.0000000	1,200,000.00	4.260	07/01/2025		
31424WRJ3	414	08100	FARMER MAC	1,000,000.00	100.0000000	1,000,000.00	4.400	11/21/2025		
Subtotal				2,200,000.00		2,200,000.00				
Federal Agency Disc. -Amortizing										
313385HP40	413	03191	Fed Home Loan Discount Note	1,300,000.00	97.4412077	1,266,735.70	4.245	07/01/2025		
313385HP40	419	03191	Fed Home Loan Discount Note	4,600,000.00	98.2541111	4,519,689.11	4.135	07/01/2025		
313385HP40	421	03191	Fed Home Loan Discount Note	1,000,000.00	98.5619440	985,619.44	4.175	07/01/2025		
Subtotal				6,900,000.00		6,772,044.25				
Treasury Discounts -Amortizing										
912797PU5	422	03191	US Treasury Bill	1,500,000.00	98.8764167	1,483,146.25	4.170	07/01/2025		
912797MV6	420	10100	US Treasury Bill	2,000,000.00	99.5673055	1,991,346.11	4.210	04/03/2025		
Subtotal				3,500,000.00		3,474,492.36				

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Milford Wind 1
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
				Total	13,453,928.97	13,300,465.58				



SCPPA

Milford Wind 2
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
149687000	149687000	01100	U S Bank	0.00	100.0000000	0.00	4.430			
149687008	149687008	02100	US BANK	527,902.33	100.0000000	527,902.33	4.220			
SYS146180000	146180000	02200	US BANK	0.00	100.0000000	0.00	0.150			
SYS220099000	220099000	02300	Southern California Public Pow	0.00	100.0000000	0.00				
149687002	149687002	03111	US BANK	0.00	100.0000000	0.00	3.860			
223739000	223739000	03211	US BANK	14,433.68	100.0000000	14,433.68	4.220			
149687003	149687003	04111	US BANK	0.00	100.0000000	0.00	0.020			
223739001	223739001	04211	US BANK	0.00	100.0000000	0.00	0.020			
149687004	149687004	06100	US BANK	0.00	100.0000000	0.00	0.100			
149687006	149687006	08100	US BANK	0.00	100.0000000	0.00	0.150			
149687001	149687001	10100	US BANK	0.00	100.0000000	0.00	0.060			
149687007	149687007	13111	US BANK	0.00	100.0000000	0.00	0.100			
149687005	149687005	15100	US BANK	0.00	100.0000000	0.00	0.150			
149687009	149687009	25111	US BANK	0.00	100.0000000	0.00	0.100			
223739002	223739002	25211	US BANK	0.00	100.0000000	0.00	0.020			
Subtotal				542,336.01		542,336.01				
Federal Agency Coupon Securities										
3130B3GP2	245	03211	Federal Home Loan Note	910,000.00	100.0000000	910,000.00	4.260	07/01/2025		
Subtotal				910,000.00		910,000.00				
Federal Agency Disc. -Amortizing										
313385FH4	253	02100	Fed Home Loan Discount Note	1,000,000.00	99.4725000	994,725.00	4.220	05/08/2025		
313385HP40	243	03211	Fed Home Loan Discount Note	850,000.00	96.9714447	824,257.28	3.880	07/01/2025		
313385HP40	247	03211	Fed Home Loan Discount Note	860,000.00	97.3791675	837,460.84	4.250	07/01/2025		
0313385HP4	250	03211	Fed Home Loan Discount Note	2,000,000.00	98.1670830	1,963,341.66	4.150	07/01/2025		
313385HP40	252	03211	Fed Home Loan Discount Note	950,000.00	98.4869442	935,625.97	4.190	07/01/2025		
Subtotal				5,660,000.00		5,555,410.75				
Treasury Discounts -Amortizing										
912797MV6	251	02100	US Treasury Bill	500,000.00	99.5205280	497,602.64	4.210	04/03/2025		
912797PU5	254	03211	US Treasury Bill	870,000.00	98.8560000	860,047.20	4.160	07/01/2025		

Milford Wind 2
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
				Subtotal	1,370,000.00	1,357,649.84				
				Total	8,482,336.01	8,365,396.60				



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**Linden Wind
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS134623000	134623000	01100	SCPPA	0.00	100.0000000	0.00	4.430			
SYS134623023	134623023	01102	SCPPA	0.00	100.0000000	0.00	5.180			
SYS134623001	134623001	02100	SCPPA	710,278.84	100.0000000	710,278.84	4.220			
SYS134623003	134623003	03091	SCPPA	0.00	100.0000000	0.00	0.100			
SYS134623011	134623011	03101	SCPPA	0.00	100.0000000	0.00	0.030			
SYS134623021	134623021	03102	SCPPA	0.00	100.0000000	0.00	5.210			
SYS258187000	258187000	03201	SCPPA	0.00	100.0000000	0.00	5.210			
SYS277838000	277838000	03301	SCPPA	573,219.47	100.0000000	573,219.47	4.220			
SYS134623010	134623010	04101	SCPPA	0.00	100.0000000	0.00	0.060			
SYS134623020	134623020	04102	SCPPA	0.00	100.0000000	0.00	5.210			
SYS258187001	258187001	04201	SCPPA	0.00	100.0000000	0.00	4.440			
SYS134623004	134623004	06100	SCPPA	0.00	100.0000000	0.00				
SYS134623006	134623006	08100	SCPPA	615,574.56	100.0000000	615,574.56	4.220			
SYS134623002	134623002	10100	SCPPA	0.00	100.0000000	0.00				
SYS134623008	134623008	13100	SCPPA	0.00	100.0000000	0.00	0.243			
SYS134623012	134623012	13101	SCPPA	0.00	100.0000000	0.00	0.100			
SYS134623005	134623005	17100	SCPPA	0.00	100.0000000	0.00				
SYS134623007	134623007	25091	SCPPA	0.00	100.0000000	0.00	0.100			
SYS134623013	134623013	25101	SCPPA	0.00	100.0000000	0.00	0.100			
SYS134623022	134623022	25102	SCPPA	0.00	100.0000000	0.00	0.150			
SYS258187002	258187002	25201	SCPPA	0.00	100.0000000	0.00	0.020			
SYS277838002	277838002	25301	SCPPA	0.00	100.0000000	0.00	4.250			
SYS277838005	277838005	27301	SCPPA	39,179.88	100.0000000	39,179.88	4.220			
Subtotal				1,938,252.75		1,938,252.75				
Federal Agency Coupon Securities										
3130B53F3	291	08100	Federal Home Loan Note	1,000,000.00	100.0000000	1,000,000.00	4.400	02/19/2027	02/19/2026	100.0000000
3134HA4N0	290	08100	Freddie Mac Note	4,000,000.00	100.0000000	4,000,000.00	4.530	01/22/2027		
Subtotal				5,000,000.00		5,000,000.00				
Federal Agency Disc. -Amortizing										
313385EE2	287	02100	Fed Home Loan Discount Note	1,500,000.00	98.7283333	1,480,925.00	4.200	04/11/2025		

Linden Wind
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Disc. -Amortizing										
313384DX10	289	02100	Fed Home Loan Discount Note	700,000.00	99.1736389	694,215.47	4.190	04/04/2025		
313385FH4	292	02100	Fed Home Loan Discount Note	4,000,000.00	99.4725000	3,978,900.00	4.220	05/08/2025		
			Subtotal	6,200,000.00		6,154,040.47				
Total				13,138,252.75		13,092,293.22				



SCPPA

Windy Point Flats
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS142547000	142547000	01100	SCPPA	0.00	100.0000000	0.00	4.570			
SYS142547001	142547001	02100	SCPPA	891,337.18	100.0000000	891,337.18	4.220			
SYS135279000	135279000	02200	SCPPA	0.00	100.0000000	0.00	4.430			
SYS142547003	142547003	03101	SCPPA	0.00	100.0000000	0.00	0.060			
SYS256788000	256788000	03201	SCPPA	0.00	100.0000000	0.00	5.220			
SYS276239000	276239000	03301	SCPPA	53,941.45	100.0000000	53,941.45	4.220			
SYS142547004	142547004	04101	SCPPA	0.00	100.0000000	0.00	0.060			
SYS256788001	256788001	04201	SCPPA	0.00	100.0000000	0.00	0.020			
SYS276239001	276239001	04301	SCPPA	0.00	100.0000000	0.00				
SYS142547005	142547005	06100	SCPPA	0.00	100.0000000	0.00	0.060			
SYS142547007	142547007	08100	SCPPA	32,755.36	100.0000000	32,755.36	4.220			
SYS142547002	142547002	10100	SCPPA	0.00	100.0000000	0.00	0.060			
SYS142547008	142547008	13101	SCPPA	0.00	100.0000000	0.00	2.161			
SYS142547006	142547006	15100	SCPPA	0.00	100.0000000	0.00				
SYS142547009	142547009	25101	SCPPA	0.00	100.0000000	0.00				
SYS256788002	256788002	25201	SCPPA	0.00	100.0000000	0.00	0.020			
SYS276239002	276239002	25301	SCPPA	0.00	100.0000000	0.00	4.740			
SYS276239003	276239003	55301	SCPPA	0.00	100.0000000	0.00	5.240			
Subtotal				978,033.99		978,033.99				
Federal Agency Coupon Securities										
3130B3GP2	393	03301	Federal Home Loan Note	2,500,000.00	100.0000000	2,500,000.00	4.260	07/01/2025		
Subtotal				2,500,000.00		2,500,000.00				
Federal Agency Disc. -Amortizing										
313385FH4	403	02100	Fed Home Loan Discount Note	7,500,000.00	99.4725000	7,460,437.50	4.220	05/08/2025		
313385HP400	389	03301	Fed Home Loan Discount Note	2,500,000.00	96.9714444	2,424,286.11	3.880	07/01/2025		
313385HP400	395	03301	Fed Home Loan Discount Note	2,480,000.00	97.3791669	2,415,003.34	4.250	07/01/2025		
313385HP400	398	03301	Fed Home Loan Discount Note	2,500,000.00	97.8150000	2,445,375.00	4.140	07/01/2025		
313385HP400	400	03301	Fed Home Loan Discount Note	3,500,000.00	98.2541109	3,438,893.88	4.135	07/01/2025		
313385HP400	402	03301	Fed Home Loan Discount Note	2,550,000.00	98.4869443	2,511,417.08	4.190	07/01/2025		
Subtotal				21,030,000.00		20,695,412.91				

Windy Point Flats
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Treasury Discounts -Amortizing										
912797MV6	401	02100	U.S. Treasury Bill	4,200,000.00	99.5205279	4,179,862.17	4.210	04/03/2025		
912797PU5	404	03301	U.S. Treasury Bill	2,500,000.00	98.8560000	2,471,400.00	4.160	07/01/2025		
			Subtotal	6,700,000.00		6,651,262.17				
			Total	31,208,033.99		30,824,709.07				



**Southern Transmission System
Investments by All Types
Active Investments
March 31, 2025**

SCPPA

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS94601590	94601590	01100	SCPPA	0.00	100.0000000	0.00	4.430			
SYS94601591	94601591	02100	SCPPA	503,892.25	100.0000000	503,892.25	4.220			
SYS94601592	94601592	03100	SCPPA	0.00	100.0000000	0.00				
SYS94601597	94601597	07100	SCPPA	643,401.90	100.0000000	643,401.90	4.220			
SYS129606005	129606005	12082	SCPPA	0.00	100.0000000	0.00				
SYS130010000	130010000	12082	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94415721	94415721	20001	SCPPA	0.00	100.0000000	0.00	0.100			
SYS123323001	123323001	20008	SCPPA	0.00	100.0000000	0.00	2.282			
SYS94427921	94427921	20011	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94467701	94467701	20022	SCPPA	0.00	100.0000000	0.00	0.100			
SYS129606001	129606001	20082	SCPPA	0.00	100.0000000	0.00	0.100			
SYS129990001	129990001	20091	SCPPA	0.00	100.0000000	0.00	2.017			
SYS145542001	145542001	20111	SCPPA	0.00	100.0000000	0.00	2.282			
SYS158879001	158879001	20121	SCPPA	0.00	100.0000000	0.00	2.017			
SYS204499001	204499001	20131	SCPPA	0.00	100.0000000	0.00	3.860			
SYS243243001	243243001	20151	SCPPA	0.00	100.0000000	0.00	5.220			
SYS230820002	230820002	20153	SCPPA	35,969.95	100.0000000	35,969.95	4.220			
SYS269363002	269363002	20171	SCPPA	0.00	100.0000000	0.00	5.220			
SYS277021001	277021001	20181	SCPPA	0.00	100.0000000	0.00	5.220			
SYS94611121	94611121	20920	SCPPA	0.00	100.0000000	0.00	5.010			
SYS94415720	94415720	21001	SCPPA	0.00	100.0000000	0.00				
SYS123323000	123323000	21008	SCPPA	0.00	100.0000000	0.00	2.282			
SYS94427920	94427920	21011	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94467700	94467700	21022	SCPPA	0.00	100.0000000	0.00				
SYS129606000	129606000	21082	SCPPA	0.00	100.0000000	0.00				
SYS129990000	129990000	21091	SCPPA	0.00	100.0000000	0.00	2.282			
SYS145542000	145542000	21111	SCPPA	0.00	100.0000000	0.00	2.282			
SYS158879000	158879000	21121	SCPPA	0.00	100.0000000	0.00	2.282			
SYS204499000	204499000	21131	SCPPA	0.00	100.0000000	0.00	0.020			
SYS243243000	243243000	21151	SCPPA	0.00	100.0000000	0.00	4.950			
SYS230820000	230820000	21153	SCPPA	0.00	100.0000000	0.00	5.220			
SYS269363000	269363000	21171	SCPPA	0.00	100.0000000	0.00	4.950			
SYS277021000	277021000	21181	SCPPA	0.00	100.0000000	0.00	4.950			
SYS94611120	94611120	21920	SCPPA	0.00	100.0000000	0.00	2.282			

Southern Transmission System
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS94415723	94415723	22001	SCPPA	0.00	100.0000000	0.00	0.100			
SYS123323003	123323003	22008	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94427923	94427923	22011	SCPPA	0.00	100.0000000	0.00	0.100			
SYS129606003	129606003	22082	SCPPA	0.00	100.0000000	0.00				
SYS129990003	129990003	22091	SCPPA	0.00	100.0000000	0.00				
SYS145542003	145542003	22111	SCPPA	0.00	100.0000000	0.00	0.100			
SYS204499003	204499003	22131	SCPPA	0.00	100.0000000	0.00	0.010			
SYS243243003	243243003	22151	SCPPA	0.00	100.0000000	0.00				
SYS230820003	230820003	22153	SCPPA	0.00	100.0000000	0.00				
SYS269363003	269363003	22171	SCPPA	0.00	100.0000000	0.00				
SYS277021003	277021003	22181	SCPPA	0.00	100.0000000	0.00				
SYS94611123	94611123	22920	SCPPA	0.00	100.0000000	0.00				
SYS123323004	123323004	23008	SCPPA	0.00	100.0000000	0.00	2.282			
SYS94427924	94427924	23011	SCPPA	0.00	100.0000000	0.00	0.100			
SYS94467704	94467704	23022	SCPPA	0.00	100.0000000	0.00	0.100			
SYS129606004	129606004	23082	SCPPA	0.00	100.0000000	0.00	2.284			
SYS129990004	129990004	23091	SCPPA	0.00	100.0000000	0.00	2.282			
SYS145542004	145542004	23111	SCPPA	0.00	100.0000000	0.00	2.017			
SYS158879004	158879004	23121	SCPPA	0.00	100.0000000	0.00	2.017			
SYS204499004	204499004	23131	SCPPA	0.00	100.0000000	0.00	3.860			
SYS243243004	243243004	23151	SCPPA	0.00	100.0000000	0.00	5.220			
SYS230820004	230820004	23153	SCPPA	9,420.28	100.0000000	9,420.28	4.220			
SYS269363004	269363004	23171	SCPPA	0.00	100.0000000	0.00	5.220			
SYS277021004	277021004	23181	SCPPA	0.00	100.0000000	0.00	5.220			
SYS94611124	94611124	23920	SCPPA	0.00	100.0000000	0.00	0.080			
SYS94415722	94415722	24001	SCPPA	0.00	100.0000000	0.00				
SYS94427922	94427922	24011	SCPPA	0.00	100.0000000	0.00				
SYS129606002	129606002	24082	SCPPA	0.00	100.0000000	0.00				
SYS129990002	129990002	24091	SCPPA	0.00	100.0000000	0.00				
SYS145542002	145542002	24111	SCPPA	0.00	100.0000000	0.00	2.260			
SYS204499002	204499002	24131	SCPPA	0.00	100.0000000	0.00	0.010			
SYS243243002	243243002	24151	SCPPA	0.00	100.0000000	0.00				
SYS230820001	230820001	24153	SCPPA	0.00	100.0000000	0.00				
SYS269363001	269363001	24171	SCPPA	0.00	100.0000000	0.00				
SYS277021002	277021002	24181	SCPPA	0.00	100.0000000	0.00				
SYS94611122	94611122	24920	SCPPA	0.00	100.0000000	0.00	4.440			
SYS123323005	123323005	25008	SCPPA	0.00	100.0000000	0.00				
SYS129606006	129606006	25082	SCPPA	0.00	100.0000000	0.00				

**Southern Transmission System
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS129990005	129990005	25091	SCPPA	0.00	100.0000000	0.00				
SYS145542005	145542005	25111	SCPPA	0.00	100.0000000	0.00	0.100			
SYS158879005	158879005	25121	SCPPA	0.00	100.0000000	0.00	0.040			
SYS204499005	204499005	25131	SCPPA	0.00	100.0000000	0.00				
SYS243243005	243243005	25151	SCPPA	0.00	100.0000000	0.00				
SYS230820005	230820005	25153	SCPPA	0.00	100.0000000	0.00				
SYS269363005	269363005	25171	SCPPA	0.00	100.0000000	0.00	0.762			
SYS277021005	277021005	25181	SCPPA	0.00	100.0000000	0.00	2.282			
Subtotal				1,192,684.38		1,192,684.38				
Federal Agency Coupon Securities										
3130B2JH9	23082	07100	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.500	08/20/2026	05/20/2025	100.0000000
3130B3FT5	23089	07100	Federal Home Loan Note	500,000.00	100.0000000	500,000.00	4.500	11/24/2025	04/24/2025	100.0000000
3134HA2S1	23094	07100	Freddie Mac Note	1,000,000.00	100.0000000	1,000,000.00	4.650	01/14/2027		
Subtotal				3,500,000.00		3,500,000.00				
Federal Agency Disc. -Amortizing										
313385HP400	23095	20153	Fed Home Loan Discount Note	17,400,000.00	98.1670830	17,081,072.44	4.150	07/01/2025		
313385HP400	23098	20153	Fed Home Loan Discount Note	2,600,000.00	98.4716669	2,560,263.34	4.200	07/01/2025		
Subtotal				20,000,000.00		19,641,335.78				
Treasury Discounts -Amortizing										
912797MV6	23096	07100	U.S. Treasury Bill	500,000.00	99.5205280	497,602.64	4.210	04/03/2025		
912797PU5	23100	20153	U.S. Treasury Bill	2,800,000.00	98.8185000	2,766,918.00	4.170	07/01/2025		
Subtotal				3,300,000.00		3,264,520.64				
Supranationals Discount Note										
459515EC2	23099	02100	WB Intl Finance Corp DN	1,000,000.00	99.7756940	997,756.94	4.250	04/09/2025		
Subtotal				1,000,000.00		997,756.94				
Total				28,992,684.38		28,596,297.74				



SCPPA

**STS Renewal Project
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
268036000	268036000	01100	SCPPA	0.00	100.0000000	0.00	4.430			
SYS232221000	232221000	01200	SCPPA	13,950,002.01	100.0000000	13,950,002.01	4.220			
SYS268036004	268036004	02100	SCPPA	98,086.18	100.0000000	98,086.18	4.220			
SYS268036007	268036007	03231	SCPPA	1,518,408.01	100.0000000	1,518,408.01	4.220			
SYS271834001	271834001	03232	SCPPA	1,207,537.24	100.0000000	1,207,537.24	4.220			
SYS232221001	232221001	03241	SCPPA	540,875.73	100.0000000	540,875.73	4.220			
SYS268036009	268036009	04231	SCPPA	0.00	100.0000000	0.00				
SYS271834003	271834003	04232	SCPPA	0.00	100.0000000	0.00				
SYS232221003	232221003	04241	SCPPA	0.00	100.0000000	0.00				
SYS268036016	268036016	05231	SCPPA	0.00	100.0000000	0.00	5.220			
SYS271834004	271834004	05232	SCPPA	0.00	100.0000000	0.00	5.240			
SYS232221004	232221004	05233	SCPPA	0.00	100.0000000	0.00	4.570			
SYS268036013	268036013	06100	SCPPA	0.00	100.0000000	0.00				
SYS268036008	268036008	06231	SCPPA	0.01	100.0000000	0.01	4.220			
SYS271834002	271834002	06232	SCPPA	0.00	100.0000000	0.00	4.430			
SYS232221002	232221002	06233	SCPPA	328,180.75	100.0000000	328,180.75	4.220			
SYS232221005	232221005	06234	SCPPA	174,336.40	100.0000000	174,336.40	4.220			
SYS268036014	268036014	08100	SCPPA	0.00	100.0000000	0.00				
SYS268036015	268036015	09100	SCPPA	0.00	100.0000000	0.00				
SYS268036005	268036005	10100	SCPPA	0.00	100.0000000	0.00				
SYS268036002	268036002	11231	SCPPA	23,513.15	100.0000000	23,513.15	4.220			
SYS271834000	271834000	11232	SCPPA	4,932.85	100.0000000	4,932.85	4.220			
Subtotal				17,845,872.33		17,845,872.33				

Federal Agency Coupon Securities

3135GAY39	106	01200	Federal National Mtg Assn	30,000,000.00	100.0000000	30,000,000.00	5.000	10/30/2029		
SLG9E2UP1	62	06233	STATE & LOCAL GOVERNMENT SERIE	12,601,900.00	100.0000000	12,601,900.00	5.170	07/01/2025		
SLG9E2UC9	63	06233	STATE & LOCAL GOVERNMENT SERIE	10,137,074.00	100.0000000	10,137,074.00	5.060	01/01/2026		
SLG9E2UR7	64	06233	STATE & LOCAL GOVERNMENT SERIE	9,672,632.00	100.0000000	9,672,632.00	4.960	07/01/2026		
SLG9E2US5	65	06233	STATE & LOCAL GOVERNMENT SERIE	9,064,646.00	100.0000000	9,064,646.00	4.870	01/01/2027		
SLG9E2UT3	66	06233	STATE & LOCAL GOVERNMENT SERIE	8,728,299.00	100.0000000	8,728,299.00	4.800	07/01/2027		
SLG9E2UU0	67	06233	STATE & LOCAL GOVERNMENT SERIE	8,662,396.00	100.0000000	8,662,396.00	4.750	01/01/2028		
SLG9E2UV8	68	06233	STATE & LOCAL GOVERNMENT SERIE	5,764,453.00	100.0000000	5,764,453.00	4.700	07/01/2028		

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**STS Renewal Project
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Coupon Securities										
SLG9E2UT3	57	06234	STATE & LOCAL GOVERNMENT SERIE	5,219,959.00	100.0000000	5,219,959.00	4.800	07/01/2027		
SLG9E2UU0	58	06234	STATE & LOCAL GOVERNMENT SERIE	11,779,496.00	100.0000000	11,779,496.00	4.750	01/01/2028		
SLG9E2UV8	59	06234	STATE & LOCAL GOVERNMENT SERIE	7,882,064.00	100.0000000	7,882,064.00	4.700	07/01/2028		
			Subtotal	119,512,919.00		119,512,919.00				
Federal Agency Disc. -Amortizing										
313385DX1	117	01200	FEDERAL HOME LOAN DISCOUNT NOT	25,000,000.00	98.6871111	24,671,777.78	4.220	04/04/2025		
313385EB8	118	01200	FEDERAL HOME LOAN DISCOUNT NOT	25,000,000.00	98.6418333	24,660,458.33	4.215	04/08/2025		
313385FF8	119	01200	FEDERAL HOME LOAN DISCOUNT NOT	30,000,000.00	98.8026250	29,640,787.50	4.185	05/06/2025		
313385EJ1	122	01200	FEDERAL HOME LOAN DISCOUNT NOT	20,000,000.00	99.7059028	19,941,180.56	4.235	04/15/2025		
313385FG6	123	01200	FEDERAL HOME LOAN DISCOUNT NOT	20,000,000.00	99.4477500	19,889,550.00	4.230	05/07/2025		
313385FG6	124	01200	FEDERAL HOME LOAN DISCOUNT NOT	20,000,000.00	99.4477500	19,889,550.00	4.230	05/07/2025		
313397EE7	121	01200	Freddie Mac Discount Note	20,000,000.00	99.7550000	19,951,000.00	4.200	04/11/2025		
			Subtotal	160,000,000.00		158,644,304.17				
Treasury Coupon Securities										
SLG9E14A5	5	06231	STATE & LOCAL GOVERNMENT SERIE	5,305,237.00	100.0000000	5,305,237.00	4.120	07/01/2025		
SLG9E14B3	6	06231	STATE & LOCAL GOVERNMENT SERIE	4,607,654.00	100.0000000	4,607,654.00	3.960	01/01/2026		
SLG9E14C1	7	06231	STATE & LOCAL GOVERNMENT SERIE	4,440,646.00	100.0000000	4,440,646.00	3.860	07/01/2026		
SLG9E14D9	8	06231	STATE & LOCAL GOVERNMENT SERIE	4,322,528.00	100.0000000	4,322,528.00	3.770	01/01/2027		
SLG9E14E7	9	06231	STATE & LOCAL GOVERNMENT SERIE	2,171,795.00	100.0000000	2,171,795.00	3.710	07/01/2027		
SLG9E1670	14	06232	STATE & LOCAL GOVERNMENT SERIE	9,182,055.00	100.0000000	9,182,055.00	3.960	07/01/2025		
SLG9E1688	15	06232	STATE & LOCAL GOVERNMENT SERIE	8,106,620.00	100.0000000	8,106,620.00	3.800	01/01/2026		
SLG9E1696	16	06232	STATE & LOCAL GOVERNMENT SERIE	7,843,205.00	100.0000000	7,843,205.00	3.700	07/01/2026		
SLG9E16A3	17	06232	STATE & LOCAL GOVERNMENT SERIE	7,658,035.00	100.0000000	7,658,035.00	3.620	01/01/2027		
SLG9E16B1	18	06232	STATE & LOCAL GOVERNMENT SERIE	3,897,775.00	100.0000000	3,897,775.00	3.560	07/01/2027		
			Subtotal	57,535,550.00		57,535,550.00				
Supranational Discount Notes										
459053DX9	115	01200	INTERNATIONAL BANK RECONSTRUCT	25,000,000.00	98.6653333	24,666,333.33	4.290	04/04/2025		
459053DX9	116	01200	INTERNATIONAL BANK RECONSTRUCT	25,000,000.00	98.6622220	24,665,555.50	4.300	04/04/2025		
459515EC2	120	01200	INTERNATIONAL FINANCE CORP DN	10,000,000.00	99.7756944	9,977,569.44	4.250	04/09/2025		
			Subtotal	60,000,000.00		59,309,458.27				
Total				414,894,341.33		412,848,103.77				



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**2016 Mead Phoenix
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS243104000	243104000	01100	SCPPA	0.00	100.0000000	0.00	5.240			
SYS243104001	243104001	02100	SCPPA	345,942.23	100.0000000	345,942.23	4.220			
SYS243104007	243104007	03161	SCPPA	389,582.20	100.0000000	389,582.20	4.220			
SYS243104008	243104008	04161	SCPPA	0.00	100.0000000	0.00	2.282			
SYS243104003	243104003	06100	SCPPA	138,491.87	100.0000000	138,491.87	4.220			
SYS243104004	243104004	08100	SCPPA	6,472.55	100.0000000	6,472.55	4.220			
SYS243104002	243104002	10100	SCPPA	0.00	100.0000000	0.00	2.282			
SYS243104005	243104005	13100	SCPPA	0.00	100.0000000	0.00	0.243			
SYS243104006	243104006	25161	SCPPA	0.00	100.0000000	0.00	1.061			
Subtotal				880,488.85		880,488.85				
Federal Agency Disc. -Amortizing										
313385HP40	31	03161	Federal Home Loan Discount Not	380,000.00	97.4412079	370,276.59	4.245	07/01/2025		
313385HP40	32	03161	Federal Home Loan Discount Not	650,000.00	98.2541108	638,651.72	4.135	07/01/2025		
Subtotal				1,030,000.00		1,008,928.31				
Total				1,910,488.85		1,889,417.16				



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**89 Mead Phoenix
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS94627705	94627705	01100P	US Bank	0.00	100.0000000	0.00	5.240			
SYS94627726	94627726	02100P	US Bank	172.45	100.0000000	172.45	4.220			
SYS94627692	94627692	03100P	US Bank	0.00	100.0000000	0.00	0.100			
SYS94627693	94627693	04100P	US Bank	0.00	100.0000000	0.00	0.100			
SYS94627715	94627715	05100P	US Bank	500,979.42	100.0000000	500,979.42	4.220			
SYS94627716	94627716	05101P	US Bank	0.00	100.0000000	0.00	0.100			
SYS94627699	94627699	13100P	US Bank	0.00	100.0000000	0.00	0.150			
SYS94627733	94627733	16100P	US Bank	0.00	100.0000000	0.00	5.230			
Subtotal				501,151.87		501,151.87				
GIC - PNB										
SYS110	110	16100P	Pittsburg National Bank	0.00	100.0000000	0.00	7.350			
Subtotal				0.00		0.00				
Federal Agency Coupon Securities										
3130B3FT5	98184	05100P	FEDERAL HOME LOAN BANK	500,000.00	100.0000000	500,000.00	4.500	11/24/2025	04/24/2025	100.0000000
Subtotal				500,000.00		500,000.00				
Total				1,001,151.87		1,001,151.87				



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**2016 Mead Adelanto
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS245470000	245470000	01100	SCPPA	0.00	100.0000000	0.00	5.230			
SYS245470001	245470001	02100	SCPPA	47,869.45	100.0000000	47,869.45	4.220			
SYS245470007	245470007	03161	SCPPA	476,584.81	100.0000000	476,584.81	4.220			
SYS245470008	245470008	04161	SCPPA	0.00	100.0000000	0.00	1.752			
SYS245470003	245470003	06100	SCPPA	660,475.21	100.0000000	660,475.21	4.220			
SYS245470004	245470004	08100	SCPPA	13,069.66	100.0000000	13,069.66	4.220			
SYS245470002	245470002	10100	SCPPA	0.00	100.0000000	0.00	1.752			
SYS245470005	245470005	13100	SCPPA	0.00	100.0000000	0.00	0.245			
SYS245470006	245470006	25161	SCPPA	0.00	100.0000000	0.00	0.858			
Subtotal				1,197,999.13		1,197,999.13				
Federal Agency Disc. -Amortizing										
313385HP40	35	03161	Fed Home Loan Discount Note	470,000.00	97.4412085	457,973.68	4.245	07/01/2025		
313385HP40	36	03161	Fed Home Loan Discount Note	800,000.00	98.2541112	786,032.89	4.135	07/01/2025		
Subtotal				1,270,000.00		1,244,006.57				
Total				2,467,999.13		2,442,005.70				



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89 Mead Adelanto
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS94627701	94627701	01100A	US Bank	0.00	100.0000000	0.00	5.230			
SYS94627717	94627717	02100A	US Bank	42,490.90	100.0000000	42,490.90	4.220			
SYS94627683	94627683	03100A	US Bank	0.00	100.0000000	0.00	0.100			
SYS94627684	94627684	04100A	US Bank	0.00	100.0000000	0.00	0.100			
SYS94627706	94627706	05100A	US Bank	1,001,824.05	100.0000000	1,001,824.05	4.220			
SYS94627707	94627707	05101A	US Bank	0.00	100.0000000	0.00				
SYS94627695	94627695	13100A	US Bank	0.00	100.0000000	0.00				
SYS94627728	94627728	16100A	US Bank	0.00	100.0000000	0.00	5.230			
Subtotal				1,044,314.95		1,044,314.95				
GIC - PNB										
SYS101	101	03100A	Pittsburg National Bank	0.00	100.0000000	0.00				
SYS102	102	04100A	Pittsburg National Bank	0.00	100.0000000	0.00				
SYS111	111	05101A	Pittsburg National Bank	0.00	100.0000000	0.00	7.350			
SYS103	103	13100A	Pittsburg National Bank	0.00	100.0000000	0.00	0.001			
SYS109	109	16100A	Pittsburg National Bank	0.00	100.0000000	0.00	7.350			
Subtotal				0.00		0.00				
Federal Agency Coupon Securities										
3130B3FT5	294	05100A	FEDERAL HOME LOAN BANK	500,000.00	100.0000000	500,000.00	4.500	11/24/2025	04/24/2025	100.0000000
Subtotal				500,000.00		500,000.00				
Total				1,544,314.95		1,544,314.95				



SCPPA

**Natural Gas Texas
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS790066000	790066000	01051	Southern California Public Pow	0.00	100.0000000	0.00	0.150			
SYS120905000	120905000	01081	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS120906000	120906000	01085	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS120907000	120907000	01086	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS790341004TX	790341014	02050	Southern California Public Pow	887.01	100.0000000	887.01	4.220			
SYS790066001	790066001	02051	Southern California Public Pow	0.00	100.0000000	0.00	0.150			
SYS790341015	790341015	02052	Southern California Public Pow	0.00	100.0000000	0.00				
SYS790341006TX	790341016	02053	Southern California Public Pow	778,861.19	100.0000000	778,861.19	4.220			
SYS790341017	790341017	02054	Southern California Public Pow	0.00	100.0000000	0.00				
SYS790341019TX	790341019	02055	Southern California Public Pow	516,297.39	100.0000000	516,297.39	4.220			
SYS120905002	120905002	02081	Southern California Public Pow	391,115.10	100.0000000	391,115.10	4.220			
SYS120906002	120906002	02085	Southern California Public Pow	229,158.48	100.0000000	229,158.48	4.220			
SYS120907002	120907002	02086	Southern California Public Pow	69,821.69	100.0000000	69,821.69	4.220			
SYS790066002	790066002	03051	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120905001	120905001	03081	Southern California Public Pow	10,118.79	100.0000000	10,118.79	4.220			
SYS120906001	120906001	03085	Southern California Public Pow	8,916.05	100.0000000	8,916.05	4.220			
SYS120907001	120907001	03086	Southern California Public Pow	7,502.47	100.0000000	7,502.47	4.220			
SYS790341010	790341010	06050	Southern California Public Pow	0.51	100.0000000	0.51	4.220			
SYS790341001	790341011	06052	Southern California Public Pow	0.00	100.0000000	0.00				
SYS790341012	790341012	06053	Southern California Public Pow	223,626.43	100.0000000	223,626.43	4.220			
SYS790341003	790341013	06054	Southern California Public Pow	0.00	100.0000000	0.00	0.100			
SYS790341008TX	790341008	06055	Southern California Public Pow	0.00	100.0000000	0.00	0.100			
SYS120905003	120905003	10081	Southern California Public Pow	51.05	100.0000000	51.05	4.220			
SYS120906003	120906003	10085	Southern California Public Pow	6,628.30	100.0000000	6,628.30	4.220			
SYS120907003	120907003	10086	Southern California Public Pow	20,372.68	100.0000000	20,372.68	4.220			
SYS790066004	790066004	13051	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120905004	120905004	13081	Southern California Public Pow	356,205.26	100.0000000	356,205.26	4.220			
SYS120906004	120906004	13085	Southern California Public Pow	480,564.85	100.0000000	480,564.85	4.220			
SYS120907004	120907004	13086	Southern California Public Pow	627,312.66	100.0000000	627,312.66	4.220			
Subtotal				3,727,439.91		3,727,439.91				

Commercial Paper Disc. -Amortizing

62479LU11	490	03081	MUFG Union Bank CP	700,000.00	98.1633329	687,143.33	4.350	07/01/2025		
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**Natural Gas Texas
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Commercial Paper Disc. -Amortizing										
62479LU11	491	03085	MUFG Union Bank CP	400,000.00	98.1633325	392,653.33	4.350	07/01/2025		
			Subtotal	1,100,000.00		1,079,796.66				
Federal Agency Coupon Securities										
3130B4TK7	495	06053	Federal Home Loan Note	500,000.00	100.0000000	500,000.00	4.250	01/30/2026	04/30/2025	100.0000000
3130B4TK7	492	13081	Federal Home Loan Note	4,000,000.00	100.0000000	4,000,000.00	4.250	01/30/2026	04/30/2025	100.0000000
3130B55H7	496	13081	Federal Home Loan Note	3,500,000.00	100.0000000	3,500,000.00	5.000	02/27/2030	02/27/2026	100.0000000
3130B5N95	501	13081	Federal Home Loan Note	1,500,000.00	100.0000000	1,500,000.00	4.500	03/24/2027	06/24/2025	100.0000000
3134H1Z48	464	13081	Freddie Mac Note	5,500,000.00	99.5400000	5,474,700.00	4.750	06/12/2026	06/12/2025	100.0000000
3134HAR39	485	13081	Freddie Mac Note	5,000,000.00	100.0000000	5,000,000.00	4.520	12/17/2026	06/17/2025	100.0000000
3134HA4N0	488	13081	Freddie Mac Note	1,000,000.00	100.0000000	1,000,000.00	4.530	01/22/2027	07/24/2025	100.0000000
3133ETBD8	503	13085	Federal Farm Credit Bank	1,200,000.00	100.0000000	1,200,000.00	4.400	03/26/2027	06/26/2025	100.0000000
3130B4TK7	493	13085	Federal Home Loan Note	500,000.00	100.0000000	500,000.00	4.250	01/30/2026	04/30/2025	100.0000000
3130B5J25	497	13085	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.750	03/17/2028	06/17/2025	100.0000000
3130B5HQ4	498	13085	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.500	03/12/2027	06/12/2025	100.0000000
3134HAR39	486	13085	Freddie Mac Note	3,000,000.00	100.0000000	3,000,000.00	4.520	12/17/2026	06/17/2025	100.0000000
3134HBCL3	502	13085	Freddie Mac Note	2,500,000.00	100.0000000	2,500,000.00	4.500	03/24/2028		
3135GAWM9	479	13085	Federal National Mortgage Asso	1,000,000.00	100.0000000	1,000,000.00	4.350	10/15/2026	07/15/2025	100.0000000
3133ER7J4	500	13086	Federal Farm Credit Bank	800,000.00	99.9500000	799,600.00	4.080	03/17/2027	03/17/2026	100.0000000
3130B4TK7	494	13086	Federal Home Loan Note	500,000.00	100.0000000	500,000.00	4.250	01/30/2026	04/30/2025	100.0000000
3130B5HQ4	499	13086	Federal Home Loan Note	1,000,000.00	100.0000000	1,000,000.00	4.500	03/12/2027	06/12/2025	100.0000000
3134HAR39	487	13086	Freddie Mac Note	1,000,000.00	100.0000000	1,000,000.00	4.520	12/17/2026	06/17/2025	100.0000000
			Subtotal	36,500,000.00		36,474,300.00				
Treasury Discounts -Amortizing										
912797PC5	489	13081	US Treasury Bill	800,000.00	98.8853325	791,082.66	4.180	05/06/2025		
			Subtotal	800,000.00		791,082.66				
Supranational Discount Note										
459053HP2	504	03081	Intl Bank Recon & Devt DN	585,000.00	98.8890291	578,500.82	4.210	07/01/2025		
459053HP2	505	03085	Intl Bank Recon & Devt DN	365,000.00	98.8890274	360,944.95	4.210	07/01/2025		
459053HP2	506	03086	Intl Bank Recon & Devt DN	260,000.00	98.8890269	257,111.47	4.210	07/01/2025		
			Subtotal	1,210,000.00		1,196,557.24				
Municipal Bonds										

**Natural Gas Texas
Investments by All Types
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Municipal Bonds										
68607V5K7	462	13085	Oregon St Dept of Admin Svcs L	325,000.00	100.0000000	325,000.00	5.338	04/01/2025		
68607V5K7	463	13086	Oregon St Dept of Admin Svcs L	400,000.00	100.0000000	400,000.00	5.338	04/01/2025		
			Subtotal	725,000.00		725,000.00				
				Total	44,062,439.91	43,994,176.47				



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**Natural Gas Wyoming
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS790066000	790066000	01051	Southern California Public Pow	0.00	100.0000000	0.00	3.860			
SYS120905005	120905005	01081	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS120906005	120906005	01085	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS120907005	120907005	01086	Southern California Public Pow	0.00	100.0000000	0.00	4.430			
SYS790341004	790341004	02050	Southern California Public Pow	1,760.63	100.0000000	1,760.63	4.220			
SYS790066001	790066001	02051	Southern California Public Pow	0.00	100.0000000	0.00				
SYS790341005	790341005	02052	Southern California Public Pow	176,349.16	100.0000000	176,349.16	4.220			
SYS790341006	790341006	02053	Southern California Public Pow	512,196.19	100.0000000	512,196.19	4.220			
SYS790341007	790341007	02054	Southern California Public Pow	576,417.68	100.0000000	576,417.68	4.220			
SYS790341009	790341009	02055	Southern California Public Pow	386,092.62	100.0000000	386,092.62	4.220			
SYS120905007	120905007	02081	Southern California Public Pow	486,591.24	100.0000000	486,591.24	4.220			
SYS120906007	120906007	02085	Southern California Public Pow	169,729.94	100.0000000	169,729.94	4.220			
SYS120907007	120907007	02086	Southern California Public Pow	60,836.64	100.0000000	60,836.64	4.220			
SYS790066002	790066002	03051	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120905006	120905006	03081	Southern California Public Pow	11,203.63	100.0000000	11,203.63	4.220			
SYS120906006	120906006	03085	Southern California Public Pow	4,339.67	100.0000000	4,339.67	4.220			
SYS120907006	120907006	03086	Southern California Public Pow	128,550.81	100.0000000	128,550.81	4.220			
SYS120905010	120905010	05081	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120906010	120906010	05085	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120907010	120907010	05086	Southern California Public Pow	0.00	100.0000000	0.00				
SYS790341000	790341000	06050	Southern California Public Pow	50.29	100.0000000	50.29	4.220			
SYS790341001	790341001	06052	Southern California Public Pow	26.46	100.0000000	26.46	4.220			
SYS790341002	790341002	06053	Southern California Public Pow	157,984.31	100.0000000	157,984.31	4.220			
SYS790341003	790341003	06054	Southern California Public Pow	308.83	100.0000000	308.83	4.220			
SYS790341008	790341008	06055	Southern California Public Pow	0.00	100.0000000	0.00	0.020			
SYS790066003	790066003	08051	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120905011	120905011	08081	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120906011	120906011	08085	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120907011	120907011	08086	Southern California Public Pow	0.00	100.0000000	0.00				
SYS120905008	120905008	10081	Southern California Public Pow	25,326.80	100.0000000	25,326.80	4.220			
SYS120906008	120906008	10085	Southern California Public Pow	7,059.34	100.0000000	7,059.34	4.220			
SYS120907008	120907008	10086	Southern California Public Pow	14,827.78	100.0000000	14,827.78	4.220			
SYS790066004	790066004	13051	Southern California Public Pow	0.00	100.0000000	0.00	1.786			
SYS120905009	120905009	13081	Southern California Public Pow	666,513.78	100.0000000	666,513.78	4.220			

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**Natural Gas Wyoming
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS120906009	120906009	13085	Southern California Public Pow	472,856.48	100.0000000	472,856.48	4.220			
SYS120907009	120907009	13086	Southern California Public Pow	226,506.78	100.0000000	226,506.78	4.220			
SYS790066005	790066005	15051	Southern California Public Pow	0.00	100.0000000	0.00				
			Subtotal	4,085,529.06		4,085,529.06				
Federal Agency Coupon Securities										
31424WRJ3	878	02054	FARMER MAC	1,000,000.00	100.0000000	1,000,000.00	0.400	11/21/2025		
3130B4TK7	881	13081	Federal Home Loan Note	500,000.00	100.0000000	500,000.00	4.250	01/30/2026	04/30/2025	100.0000000
			Subtotal	1,500,000.00		1,500,000.00				
Federal Agency Disc. -Amortizing										
313385FH4	882	02054	Fed Home Loan Discount Note	500,000.00	99.4725000	497,362.50	4.220	05/08/2025		
			Subtotal	500,000.00		497,362.50				
Treasury Discounts -Amortizing										
912797PC5	880	02054	US Treasury Bill	500,000.00	98.8853320	494,426.66	4.180	05/06/2025		
			Subtotal	500,000.00		494,426.66				
Supranational Discount Note										
459053HP2	883	03081	INTERNATIONAL BANK RECONSTRUCT	510,000.00	98.8890275	504,334.04	4.210	07/01/2025		
459053HP2	884	03085	INTERNATIONAL BANK RECONSTRUCT	210,000.00	98.8890286	207,666.96	4.210	07/01/2025		
			Subtotal	720,000.00		712,001.00				
			Total	7,305,529.06		7,289,319.22				



SCPPA

**Natural Gas Prepay
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS118639007	118639007	01071	Southern California Public Pow	0.00	100.0000000	0.00	4.740			
SYS118639010	118639010	01072	Southern California Public Pow	0.00	100.0000000	0.00	4.740			
SYS118639011	118639011	01073	Southern California Public Pow	0.00	100.0000000	0.00	4.740			
SYS118639008	118639008	01075	Southern California Public Pow	0.00	100.0000000	0.00	5.240			
SYS118639009	118639009	01076	Southern California Public Pow	0.00	100.0000000	0.00	4.740			
SYS118639018	118639018	02070	Southern California Public Pow	97.83	100.0000000	97.83	4.220			
SYS118639013	118639013	02071	Southern California Public Pow	219,320.61	100.0000000	219,320.61	4.220			
SYS118639016	118639016	02072	Southern California Public Pow	370,675.76	100.0000000	370,675.76	4.220			
SYS118639017	118639017	02073	Southern California Public Pow	238,044.51	100.0000000	238,044.51	4.220			
SYS118639014	118639014	02075	Southern California Public Pow	41,721.20	100.0000000	41,721.20	4.220			
SYS118639015	118639015	02076	Southern California Public Pow	86,820.91	100.0000000	86,820.91	4.220			
SYS118639019	118639019	03070	Southern California Public Pow	1,723,311.29	100.0000000	1,723,311.29	4.220			
SYS118639021	118639021	04071	Southern California Public Pow	0.00	100.0000000	0.00				
SYS118639024	118639024	04072	Southern California Public Pow	0.00	100.0000000	0.00				
SYS118639025	118639025	04073	Southern California Public Pow	0.00	100.0000000	0.00				
SYS118639022	118639022	04075	Southern California Public Pow	0.00	100.0000000	0.00				
SYS118639023	118639023	04076	Southern California Public Pow	0.00	100.0000000	0.00				
SYS118639026	118639026	08071	Southern California Public Pow	622,496.10	100.0000000	622,496.10	4.220			
SYS118639029	118639029	08072	Southern California Public Pow	652,784.26	100.0000000	652,784.26	4.220			
SYS118639030	118639030	08073	Southern California Public Pow	896,645.70	100.0000000	896,645.70	4.220			
SYS118639027	118639027	08075	Southern California Public Pow	33.11	100.0000000	33.11	4.220			
SYS118639028	118639028	08076	Southern California Public Pow	220,903.02	100.0000000	220,903.02	4.220			
SYS118639001	118639001	09071	Southern California Public Pow	0.00	100.0000000	0.00	5.230			
SYS118639004	118639004	09072	Southern California Public Pow	0.00	100.0000000	0.00	5.240			
SYS118639005	118639005	09073	Southern California Public Pow	0.00	100.0000000	0.00	5.240			
SYS118639002	118639002	09075	Southern California Public Pow	0.00	100.0000000	0.00	5.230			
SYS118639003	118639003	09076	Southern California Public Pow	0.00	100.0000000	0.00	5.240			
SYS118639000	118639000	13070	Southern California Public Pow	0.00	100.0000000	0.00	4.440			
SYS118639031	118639031	15070	Southern California Public Pow	0.00	100.0000000	0.00	0.150			
SYS118639020	118639020	26070	Southern California Public Pow	0.00	100.0000000	0.00				
SYS118639006	118639006	27070	Southern California Public Pow	0.00	100.0000000	0.00				
SYS118639012	118639012	28070	Southern California Public Pow	30.77	100.0000000	30.77	4.220			
Subtotal				5,072,885.07		5,072,885.07				

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**Natural Gas Prepay
Investments by All Types
March 31, 2025**

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Coupon Securities										
31424WRJ3	162	08071	FARMER MAC	500,000.00	100.0000000	500,000.00	4.400	11/21/2025		
31424WRJ3	163	08072	FARMER MAC	500,000.00	100.0000000	500,000.00	4.400	11/21/2025		
			Subtotal	1,000,000.00		1,000,000.00				
GIC										
SYS10	10	03070	AMERICAN GENERAL LIFE	0.00	100.0000000	0.00	4.926	11/01/2038		
9AMGGBWK0	31	03070	J ARON	7,456,674.15	100.0000000	7,456,674.15	4.926	10/31/2035		
SYS1	1	09071	AMERICAN GENERAL LIFE	1,576,532.00	100.0000000	1,576,532.00	5.036	11/01/2038		
SYS4	4	09072	AMERICAN GENERAL LIFE	2,182,151.00	100.0000000	2,182,151.00	5.036	11/01/2038		
SYS5	5	09073	AMERICAN GENERAL LIFE	1,586,145.00	100.0000000	1,586,145.00	5.036	11/01/2038		
SYS2	2	09075	AMERICAN GENERAL LIFE	3,181,903.00	100.0000000	3,181,903.00	5.036	11/01/2038		
SYS3	3	09076	AMERICAN GENERAL LIFE	1,086,269.00	100.0000000	1,086,269.00	5.036	11/01/2038		
			Subtotal	17,069,674.15		17,069,674.15				
			Total	23,142,559.22		23,142,559.22				



MWD HYDRO PROJECT
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS4187512363	4187512363	19001	Southern California Public Pow	0.00	100.0000000	0.00	0.100			
SYS13110960	13110960	19002	Southern California Public Pow	0.00	100.0000000	0.00				
Subtotal				0.00		0.00				
Total				0.00		0.00				



Mammoth Casa Diablo IV
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
4942647025	4942647025	02100	Wells Fargo	2,150,394.20	100.0000000	2,150,394.20				
Subtotal				2,150,394.20		2,150,394.20				
Total				2,150,394.20		2,150,394.20				



SCPPA

**Don A Campbell aka Wild Rose
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
366173	366173	02200	Southern California Public Pow	885,386.36	100.0000000	885,386.36	4.220			
Subtotal				885,386.36		885,386.36				
Supranational Discount Note										
459515EC2	104	02200	INTERNATIONAL FINANCE CORP DN	1,500,000.00	99.7756947	1,496,635.42	4.250	04/09/2025		
Subtotal				1,500,000.00		1,496,635.42				
Total				2,385,386.36		2,382,021.78				



SCPPA

Don A Campbell 2
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS639484	639484	02200	SCPPA	875,381.87	100.0000000	875,381.87	4.220			
			Subtotal	875,381.87		875,381.87				
Supranational Discount Note										
45915EC2	118	02200	INTERNATIONAL FINANCE CORP DN	1,800,000.00	99.7756944	1,795,962.50	4.250	04/09/2025		
			Subtotal	1,800,000.00		1,795,962.50				
			Total	2,675,381.87		2,671,344.37				



SCPPA

**Heber 1 Geothermal
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS226327000	226327000	02200	SCPPA	806,680.60	100.0000000	806,680.60	4.220			
			Subtotal	806,680.60		806,680.60				
Federal Agency Disc. -Amortizing										
313385FG6	146	02200	Federal Home Loan Discount Nt	1,600,000.00	99.4477500	1,591,164.00	4.230	05/07/2025		
313589DX8	144	02200	Fannie Mae Discount Note	1,000,000.00	99.4941520	994,941.52	4.235	04/04/2025		
			Subtotal	2,600,000.00		2,586,105.52				
Supranational Discount Notes										
459515EC2	145	02200	WB Intl Finance Corp DN	2,000,000.00	99.7756945	1,995,513.89	4.250	04/09/2025		
			Subtotal	2,000,000.00		1,995,513.89				
			Total	5,406,680.60		5,388,300.01				



SCPPA

ORMESA
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS230687000	230687000	02200	SCPPA	795,166.49	100.0000000	795,166.49	4.220			
			Subtotal	795,166.49		795,166.49				
Supranationals Discount Notes										
459515EC2	81	02200	INTERNATIONAL FINANCE CORP DN	2,200,000.00	99.7756945	2,195,065.28	4.250	04/09/2025		
			Subtotal	2,200,000.00		2,195,065.28				
			Total	2,995,166.49		2,990,231.77				



SCPPA

Ormat NV
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS258687000	258687000	02200	USBank	888,398.91	100.0000000	888,398.91	4.220			
Subtotal				888,398.91		888,398.91				
Federal Agency Disc. -Amortizing										
313385FF8	97	02200	Federal Home Loan DN	3,600,000.00	98.8026250	3,556,894.50	4.185	05/06/2025		
313385GN0	98	02200	Federal Home Loan DN	3,600,000.00	98.4515550	3,544,255.98	4.160	06/06/2025		
313384DX1	96	02200	Federal Home Loan Bank	3,800,000.00	99.1736387	3,768,598.27	4.190	04/04/2025		
313589DX8	99	02200	Fannie Mae Discount Note	1,500,000.00	99.4941520	1,492,412.28	4.235	04/04/2025		
Subtotal				12,500,000.00		12,362,161.03				
Treasury Discounts -Amortizing										
912797LN5	100	02200	U.S. Treasury Bill	2,900,000.00	99.0369693	2,872,072.11	4.177	06/12/2025		
912797PU5	101	02200	U.S. Treasury Bill	2,500,000.00	98.8185000	2,470,462.50	4.170	07/01/2025		
Subtotal				5,400,000.00		5,342,534.61				
Total				18,788,398.91		18,593,094.55				



Coso Geothermal
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
4123907354	4123907354	02100	Wells Fargo	2,363,072.50	100.0000000	2,363,072.50				
Subtotal				2,363,072.50		2,363,072.50				
Total				2,363,072.50		2,363,072.50				



SCPPA

**Pebble Springs Wind Project
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS889330	889330	02200	Southern California Public Pow	816,676.24	100.0000000	816,676.24	4.220			
			Subtotal	816,676.24		816,676.24				
Federal Agency Disc. -Amortizing										
313385FG6	173	02091	Fed Home Loan Discount Note	2,200,000.00	99.4477500	2,187,850.50	4.230	05/07/2025		
313385ED4	172	02200	Fed Home Loan Discount Note	2,300,000.00	99.4249304	2,286,773.40	4.225	04/10/2025		
			Subtotal	4,500,000.00		4,474,623.90				
			Total	5,316,676.24		5,291,300.14				



AMERESCO
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS4124901158	4124901158	02200	Wells Fargo Bank	476,337.68	100.0000000	476,337.68				
Subtotal				476,337.68		476,337.68				
Total				476,337.68		476,337.68				



SCPPA

Copper Mountain Solar 3
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
209282000	209282000	02200	U S Bank	739,747.27	100.0000000	739,747.27	4.220			
			Subtotal	739,747.27		739,747.27				
Federal Agency Disc. -Amortizing										
313385ED4	155	02200	Fed Home Loan Discount Note	1,500,000.00	99.4249307	1,491,373.96	4.225	04/10/2025		
313385FG6	157	02200	Fed Home Loan Discount Note	2,200,000.00	99.4477500	2,187,850.50	4.230	05/07/2025		
			Subtotal	3,700,000.00		3,679,224.46				
Supranational Discount Note										
459515EC2	156	02200	INTERNATIONAL FINANCE COR DISC	2,500,000.00	99.7756944	2,494,392.36	4.250	04/09/2025		
			Subtotal	2,500,000.00		2,494,392.36				
			Total	6,939,747.27		6,913,364.09				



Columbia 2 Solar
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS4129135521	4129135521	19002	SCPPA	810,585.79	100.0000000	810,585.79				
Subtotal				810,585.79		810,585.79				
Total				810,585.79		810,585.79				



STAR PEAK GEOTHERMAL ESCROW
Investments by All Types
Active Investments
March 31, 2025

SCPPA

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/CASH										
4326010964	4326010964	02100	WELLS FARGO	110,032.52	100.0000000	110,032.52				
Subtotal				110,032.52		110,032.52				
Total				110,032.52		110,032.52				



Star Peak Geothermal Project
Investments by All Types
Active Investments
March 31, 2025

SCPPA

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/CASH										
SYS4943311985	4943311985	02100	Wells Fargo	2,411,228.76	100.0000000	2,411,228.76				
Subtotal				2,411,228.76		2,411,228.76				
Total				2,411,228.76		2,411,228.76				



SCPPA

**Springbok 1 Solar
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS225374000	225374000	02200	SCPPA	893,023.72	100.0000000	893,023.72	4.220			
			Subtotal	893,023.72		893,023.72				
Federal Agency Disc. -Amortizing										
313385FG6	103	02200	Federal Home Loan Discount Not	2,700,000.00	99.4477500	2,685,089.25	4.230	05/07/2025		
313589DX8	102	02200	Fannie Mae Discount Note	2,000,000.00	99.4941520	1,989,883.04	4.235	04/04/2025		
			Subtotal	4,700,000.00		4,674,972.29				
			Total	5,593,023.72		5,567,996.01				



SCPPA

**Springbok 2 Solar
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS250988000	250988000	02200	SCPPA	889,608.08	100.0000000	889,608.08	4.220			
			Subtotal	889,608.08		889,608.08				
Federal Agency Disc. -Amortizing										
313385DX1	122	02200	Federal Home Loan Discnt Note	1,500,000.00	99.1736393	1,487,604.59	4.190	04/04/2025		
313589FE8	123	02200	Fannie Mae Discount Note	1,600,000.00	99.1315281	1,586,104.45	4.225	05/05/2025		
			Subtotal	3,100,000.00		3,073,709.04				
Treasury Discounts -Amortizing										
912797LN5	124	02200	U.S. Treasury Bill	2,800,000.00	99.0369693	2,773,035.14	4.177	06/12/2025		
			Subtotal	2,800,000.00		2,773,035.14				
			Total	6,789,608.08		6,736,352.26				



SCPPA

**Springbok 3 Solar
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS270509000	270509000	02200	SCPPA	834,078.89	100.0000000	834,078.89	4.220			
			Subtotal	834,078.89		834,078.89				
Federal Agency Disc. -Amortizing										
313385ED4	79	02200	Fed Home Loan Discount Note	1,200,000.00	99.4249308	1,193,099.17	4.225	04/10/2025		
313385FG6	80	02200	Fed Home Loan Discount Note	1,800,000.00	99.4477500	1,790,059.50	4.230	05/07/2025		
			Subtotal	3,000,000.00		2,983,158.67				
			Total	3,834,078.89		3,817,237.56				



SCPPA

**ARP Loyalton Escrow
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS268682000	268682000	91200	US Bank National Association	490,196.35	100.0000000	490,196.35				
Subtotal				490,196.35		490,196.35				
Total				490,196.35		490,196.35				



SCPPA

ARP Loyaltan Biomass Project
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
264264000	264264000	02200	SCPPA	433,635.18	100.0000000	433,635.18	4.220			
236044000	236044000	02300	SCPPA	93.85	100.0000000	93.85	4.220			
Subtotal				433,729.03		433,729.03				
Federal Agency Disc. -Amortizing										
313385FG6	75	02200	Fed Home Loan Discount Note	8,500,000.00	99.4477500	8,453,058.75	4.230	05/07/2025		
Subtotal				8,500,000.00		8,453,058.75				
Total				8,933,729.03		8,886,787.78				



DAGGETT SOLAR POWER 2
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/CASH										
4944020015	4944020015	02100	WELLS FARGO	1,843,372.20	100.0000000	1,843,372.20				
Subtotal				1,843,372.20		1,843,372.20				
Total				1,843,372.20		1,843,372.20				



Desert Harvest II
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS4961884814	4961884814	02100	Wells Fargo	479,805.07	100.0000000	479,805.07				
Subtotal				479,805.07		479,805.07				
Total				479,805.07		479,805.07				



Kingbird Solar
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS4122556657	4122556657	02100	Wells Fargo	988,492.60	100.0000000	988,492.60				
Subtotal				988,492.60		988,492.60				
Total				988,492.60		988,492.60				



Summer Solar
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS4988703146	4988703146	02100	Wells Fargo	1,479,015.86	100.0000000	1,479,015.86				
Subtotal				1,479,015.86		1,479,015.86				
Total				1,479,015.86		1,479,015.86				



Astoria 2 Solar
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS4708085477	4708085477	02100	Wells Fargo Bank	3,328,932.84	100.0000000	3,328,932.84				
Subtotal				3,328,932.84		3,328,932.84				
Total				3,328,932.84		3,328,932.84				



Antelope Big Sky Ranch
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS4988703138	4988703138	02100	Wells Fargo	1,061,586.29	100.0000000	1,061,586.29				
Subtotal				1,061,586.29		1,061,586.29				
Total				1,061,586.29		1,061,586.29				



Antelope DSR 1 Solar
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS4708085485	4708085485	02100	Wells Fargo	2,690,256.32	100.0000000	2,690,256.32				
Subtotal				2,690,256.32		2,690,256.32				
Total				2,690,256.32		2,690,256.32				



**Antelope DSR 2 Solar
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS4708085493	4708085493	02100	Wells Fargo	263,070.33	100.0000000	263,070.33				
Subtotal				263,070.33		263,070.33				
Total				263,070.33		263,070.33				



SCPPA

ELAND SOLAR 1
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/CASH										
SYS235735000	235735000	02300	SCPPA	954,678.18	100.0000000	954,678.18	4.220			
Subtotal				954,678.18		954,678.18				
Federal Agency Disc. -Amortizing										
313385FF8	11	02300	Fed Home Loan Discount Note	3,000,000.00	98.8026250	2,964,078.75	4.185	05/06/2025		
313385EE2	6	02300	Fed Home Loan Discount Note	4,000,000.00	98.2861390	3,931,445.56	4.345	04/11/2025		
313385GN0	8	02300	Fed Home Loan Discount Note	4,000,000.00	98.4515550	3,938,062.20	4.160	06/06/2025		
313589FE8	12	02300	Fannie Mae Discount Note	3,300,000.00	99.1315279	3,271,340.42	4.225	05/05/2025		
Subtotal				14,300,000.00		14,104,926.93				
Treasury Discounts -Amortizing										
912797PU5	13	02300	U.S. Treasury	5,000,000.00	98.8185000	4,940,925.00	4.170	07/01/2025		
Subtotal				5,000,000.00		4,940,925.00				
Total				20,254,678.18		20,000,530.11				



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ELAND SOLAR 2
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/CASH										
272284000	272284000	02200	SCPPA	1,623,404.99	100.0000000	1,623,404.99	4.220			
			Subtotal	1,623,404.99		1,623,404.99				
Federal Agency Disc. -Amortizing										
313589DX8	4	02200	Fannie Mae Discount Note	1,000,000.00	99.4941520	994,941.52	4.235	04/04/2025		
313589FE8	5	02200	Fannie Mae Discount Note	1,900,000.00	99.1315279	1,883,499.03	4.225	05/05/2025		
			Subtotal	2,900,000.00		2,878,440.55				
Treasury Discounts -Amortizing										
912797LN5	6	02200	U.S. Treasury	1,400,000.00	99.0369693	1,386,517.57	4.177	06/12/2025		
			Subtotal	1,400,000.00		1,386,517.57				
			Total	5,923,404.99		5,888,363.11				



Puente Hills Landfill Gas
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS4708085501	4708085501	02100	Wells Fargo	1,998,540.91	100.0000000	1,998,540.91				
Subtotal				1,998,540.91		1,998,540.91				
Total				1,998,540.91		1,998,540.91				



White Grass Geothermal Project
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS4066482449	4066482449	02100	Wells Fargo Bank	759,541.18	100.0000000	759,541.18				
Subtotal				759,541.18		759,541.18				
Total				759,541.18		759,541.18				



SCPPA

Roseburg Biomass Project
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS266352000	266352000	02200	SCPPA	35,035.20	100.0000000	35,035.20	4.220			
SYS257344000	257344000	02300	SCPPA	437.10	100.0000000	437.10	4.220			
Subtotal				35,472.30		35,472.30				
Total				35,472.30		35,472.30				



SCPPA

**Red Cloud Wind
Investments by All Types
Active Investments
March 31, 2025**

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS266527000	266527000	02200	SCPPA	865,060.70	100.0000000	865,060.70	4.220			
			Subtotal	865,060.70		865,060.70				
Federal Agency Disc. -Amortizing										
313385FG6	45	02200	Federal Home Loan Discount	2,500,000.00	99.4477500	2,486,193.75	4.230	05/07/2025		
313589DX8	44	02200	Fannie Mae Discount Note	3,500,000.00	99.4941520	3,482,295.32	4.235	04/04/2025		
			Subtotal	6,000,000.00		5,968,489.07				
			Total	6,865,060.70		6,833,549.77				



SCPPA - Decom. Trust Fund
Investments by All Types
Active Investments
March 31, 2025

SCPPA

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Cash/MMIA Accounts										
SYS94607571	94607571	17001	US Bank	694,890.70	100.0000000	694,890.70	4.220			
SYS94607572	94607572	17002	US Bank	173,948.89	100.0000000	173,948.89	4.220			
SYS94607573	94607573	17003	US Bank	193,607.85	100.0000000	193,607.85	4.220			
SYS94607574	94607574	18000	US Bank	0.00	100.0000000	0.00				
SYS94607575	94607575	18001	US Bank	221,620.93	100.0000000	221,620.93	4.220			
SYS94607576	94607576	18002	US Bank	230,470.67	100.0000000	230,470.67	4.220			
SYS94607577	94607577	18003	US Bank	687,617.51	100.0000000	687,617.51	4.220			
Subtotal				2,202,156.55		2,202,156.55				
Equity Linked Notes										
SYS357	357	18001	AIG Matched Funding Corp	0.00	100.0000000	0.00				
SYS358	358	18002	AIG Matched Funding Corp	0.00	100.0000000	0.00				
Subtotal				0.00		0.00				
Medium Term Corporate Notes										
89236TMV4	1762	17003	Toyota Motor Credit Corp	4,000,000.00	100.0000000	4,000,000.00	4.550	10/29/2027		
06055JJV2	1771	18001	BancAmerica	1,300,000.00	100.0000000	1,300,000.00	5.200	02/26/2030		
06048WX39	1690	18002	BancAmerica	4,404,000.00	99.8500000	4,397,394.00	4.000	08/22/2025		
91159XBQ7	1772	18003	US Bank Commercial Paper	2,100,000.00	100.0000000	2,100,000.00	5.100	03/24/2030		
Subtotal				11,804,000.00		11,797,394.00				
Federal Agency Coupon Securities										
3130AP4Q5	1670	17001	Federal Home Loan Note	4,000,000.00	100.0000000	4,000,000.00	1.500	09/30/2026	06/30/2025	100.0000000
3130APJD8	1674	17001	Federal Home Loan Note	2,750,000.00	99.9200000	2,747,800.00	1.500	10/28/2026	04/28/2025	100.0000000
3130B0YP8	1732	17001	Federal Home Loan Note	3,200,000.00	100.0000000	3,200,000.00	5.250	04/23/2029	04/23/2026	100.0000000
3130B2N50	1745	17001	Federal Home Loan Note	5,000,000.00	100.0000000	5,000,000.00	4.450	09/12/2029	09/12/2025	100.0000000
3130B2NT8	1746	17001	Federal Home Loan Note	2,500,000.00	100.0000000	2,500,000.00	4.010	09/12/2029	03/12/2026	100.0000000
3130B2NT8	1747	17001	Federal Home Loan Note	3,000,000.00	100.0000000	3,000,000.00	4.010	09/12/2029	03/12/2026	100.0000000
3130B2N68	1750	17001	Federal Home Loan Note	3,000,000.00	100.0000000	3,000,000.00	4.700	09/12/2030	09/12/2025	100.0000000
3134H14Q3	1733	17001	Freddie Mac Note	300,000.00	99.4000000	298,200.00	4.650	07/02/2029	07/02/2025	100.0000000
3134HAGR8	1744	17001	Freddie Mac Note	4,000,000.00	99.3500000	3,974,000.00	4.000	08/28/2028	05/28/2025	100.0000000
3134HATZ6	1755	17001	Freddie Mac Note	1,000,000.00	100.0000000	1,000,000.00	4.700	10/26/2029	10/28/2025	100.0000000

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Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Coupon Securities										
31422X5U2	1702	17001	Farmer Mac Medium Term Note	5,000,000.00	100.0000000	5,000,000.00	5.100	08/07/2028		
3130ANZY9	1669	17002	Federal Home Loan Note	5,000,000.00	100.0000000	5,000,000.00	1.100	09/29/2026		
3130APSP1	1678	17002	Federal Home Loan Note	3,200,000.00	100.0000000	3,200,000.00	1.430	11/23/2026	05/23/2025	100.0000000
3130AQLK6	1683	17002	Federal Home Loan Note	2,900,000.00	100.0000000	2,900,000.00	2.500	01/28/2027	04/28/2025	100.0000000
3130B23N3	1740	17002	Federal Home Loan Note	500,000.00	100.0000000	500,000.00	5.200	07/30/2029	07/30/2025	100.0000000
3134GWZV1	1671	17002	Freddie Mac Note	7,500,000.00	98.4500000	7,383,750.00	0.650	10/22/2025		
3134H14Q3	1734	17002	Freddie Mac Note	600,000.00	99.4000000	596,400.00	4.650	07/02/2029	07/02/2025	100.0000000
3134HAKQ5	1748	17002	Freddie Mac Note	4,000,000.00	100.0000000	4,000,000.00	4.320	09/12/2029	09/12/2025	100.0000000
3134HATB9	1753	17002	Freddie Mac Note	3,000,000.00	99.8650000	2,995,950.00	4.250	10/15/2027	10/15/2025	100.0000000
3134HATZ6	1756	17002	Freddie Mac Note	800,000.00	100.0000000	800,000.00	4.700	10/26/2029	10/28/2025	100.0000000
3134HAZH90	1763	17002	Freddie Mac Note	4,800,000.00	99.9750000	4,798,800.00	5.000	11/15/2029		
3134HBEK3	1776	17002	Freddie Mac Note	4,600,000.00	100.0000000	4,600,000.00	4.600	03/24/2028		
3133ENBK5	1675	17003	Farm Credit Note	5,400,000.00	99.4750000	5,371,650.00	1.140	10/20/2026		
3133EPRN7	1716	17003	Farm Credit Note	200,000.00	99.8500000	199,700.00	5.050	07/28/2028	07/28/2025	100.0000000
3133ERYJ4	1757	17003	Farm Credit Note	3,000,000.00	100.0000000	3,000,000.00	4.360	10/28/2027	10/28/2025	100.0000000
3130AHX32	1575	17003	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	2.050	01/27/2027		
3130B0B24	1724	17003	Federal Home Loan Note	4,600,000.00	100.0000000	4,600,000.00	5.000	02/27/2029	02/27/2026	100.0000000
3130B0L49	1727	17003	Federal Home Loan Note	4,000,000.00	100.0000000	4,000,000.00	5.250	03/19/2029	09/19/2025	100.0000000
3130B2GN9	1743	17003	Federal Home Loan Note	5,000,000.00	100.0000000	5,000,000.00	4.700	08/21/2029	08/21/2025	100.0000000
3130B2NM3	1749	17003	Federal Home Loan Note	1,000,000.00	100.0000000	1,000,000.00	4.920	09/17/2029		
3130B44J7	1765	17003	Federal Home Loan Note	3,000,000.00	100.0000000	3,000,000.00	4.620	12/26/2028	12/26/2025	100.0000000
3134H14Q3	1735	17003	Freddie Mac Note	200,000.00	99.4000000	198,800.00	4.650	07/02/2029	07/02/2025	100.0000000
3134HATZ6	1758	17003	Freddie Mac Note	3,200,000.00	100.0000000	3,200,000.00	4.700	10/26/2029	10/28/2025	100.0000000
3134HBEK3	1777	17003	Freddie Mac Note	860,000.00	100.0000000	860,000.00	4.600	03/24/2028		
31424WCD2	1715	18001	Farmer Mac	3,160,000.00	99.8800000	3,156,208.00	4.900	11/20/2025		
31424WTK8	1767	18001	Farmer Mac	3,039,000.00	99.8200000	3,033,529.80	5.350	01/15/2032	01/15/2026	100.0000000
3133EPRN7	1717	18001	Farm Credit Note	1,800,000.00	99.8500000	1,797,300.00	5.050	07/28/2028	07/28/2025	100.0000000
3130B2B95	1742	18001	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.700	08/13/2029	08/13/2025	100.0000000
3130B2N68	1751	18001	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.700	09/12/2030	09/12/2025	100.0000000
3130B34U4	1754	18001	Federal Home Loan Note	2,500,000.00	100.0000000	2,500,000.00	4.125	10/05/2029	10/05/2026	100.0000000
3130B3GP2	1759	18001	Federal Home Loan Note	2,700,000.00	100.0000000	2,700,000.00	4.260	07/01/2025		
3130B4Q38	1768	18001	Federal Home Loan Note	2,400,000.00	100.0000000	2,400,000.00	4.750	01/28/2030	01/28/2026	100.0000000
3134H1GJ6	1714	18001	Freddie Mac Note	3,440,000.00	99.9750000	3,439,140.00	5.500	10/16/2028	04/16/2025	100.0000000
3134H14Q3	1736	18001	Freddie Mac Note	600,000.00	99.4000000	596,400.00	4.650	07/02/2029	07/02/2025	100.0000000
3133EPRN7	1718	18002	Farm Credit Note	1,600,000.00	99.8500000	1,597,600.00	5.050	07/28/2028	07/28/2025	100.0000000
3130APJN6	1672	18002	Federal Home Loan Note	7,600,000.00	99.9000000	7,592,400.00	2.050	10/27/2026		
3130APJN6	1676	18002	Federal Home Loan Note	2,450,000.00	99.9000000	2,447,550.00	2.050	10/27/2026		
3130AQHU0	1680	18002	Federal Home Loan Note	3,000,000.00	99.8750000	2,996,250.00	2.250	01/19/2027		

Portfolio SCTF
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SCPPA - Decom. Trust Fund
Investments by All Types
March 31, 2025

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CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
Federal Agency Coupon Securities										
3130B23N3	1741	18002	Federal Home Loan Note	1,800,000.00	100.0000000	1,800,000.00	5.200	07/30/2029	07/30/2025	100.0000000
3130B2N68	1752	18002	Federal Home Loan Note	1,000,000.00	100.0000000	1,000,000.00	4.700	09/12/2030	09/12/2025	100.0000000
3134H14Q3	1737	18002	Freddie Mac Note	400,000.00	99.4000000	397,600.00	4.650	07/02/2029	07/02/2025	100.0000000
3134HA4Z3	1769	18002	Freddie Mac Note	2,500,000.00	99.4950000	2,487,375.00	4.500	01/30/2030	01/30/2026	100.0000000
3135GAZ79	1764	18002	Fannie Mae Note	2,000,000.00	100.0000000	2,000,000.00	5.000	11/15/2029	08/15/2025	100.0000000
31424WCF7	1720	18003	Farmer Mac	4,000,000.00	100.0000000	4,000,000.00	5.000	11/27/2028	11/27/2026	100.0000000
31424WUC4	1770	18003	Farmer Mac	3,000,000.00	100.0000000	3,000,000.00	5.000	01/28/2030	01/28/2026	100.0000000
3133EPRN7	1719	18003	Farm Credit Note	1,470,000.00	99.8500000	1,467,795.00	5.050	07/28/2028	07/28/2025	100.0000000
3130APJD8	1677	18003	Federal Home Loan Note	8,400,000.00	99.9250000	8,393,700.00	1.500	10/28/2026	04/28/2025	100.0000000
3130B44J7	1766	18003	Federal Home Loan Note	3,800,000.00	100.0000000	3,800,000.00	4.620	12/26/2028	12/26/2025	100.0000000
3130B5PR3	1773	18003	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.300	03/25/2030	03/25/2027	100.0000000
3134H1ML4	1723	18003	Freddie Mac Note	5,000,000.00	99.2500000	4,962,500.00	4.500	12/19/2028		
3134H1G56	1731	18003	Freddie Mac Note	2,600,000.00	100.0000000	2,600,000.00	5.500	04/17/2029	04/17/2025	100.0000000
3134H14Q3	1738	18003	Freddie Mac Note	300,000.00	99.4000000	298,200.00	4.650	07/02/2029	07/02/2025	100.0000000
Subtotal				179,669,000.00		179,388,597.80				
Municipal Bonds										
13068XNL9	1760	17001	California ST Public WKS	3,000,000.00	99.4610000	2,983,830.00	4.140	11/01/2027		
13077DHQ8	1774	17002	State of California	500,000.00	96.3900000	481,950.00	2.622	11/01/2027		
13077DHQ8	1775	17003	State of California	500,000.00	96.3900000	481,950.00	2.622	11/01/2027		
13068XNL9	1761	18001	California ST Public WKS	1,000,000.00	99.4610000	994,610.00	4.140	11/01/2027		
Subtotal				5,000,000.00		4,942,340.00				
Total				198,675,156.55		198,330,488.35				



SCPPA

San Juan Reclamation Trust
Investments by All Types
Active Investments
March 31, 2025

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA / Cash										
SYS200137000	200137000	17001	SCPPA	768,443.28	100.0000000	768,443.28	4.220			
			Subtotal	768,443.28		768,443.28				
Federal Agency Coupon Securities										
3133ERXE6	100	17001	Farm Credit Note	3,000,000.00	99.9750000	2,999,250.00	4.290	10/15/2026	10/15/2025	100.0000000
3130B4NX5	105	17001	Federal Home Loan Note	2,000,000.00	100.0000000	2,000,000.00	4.500	10/30/2026	04/30/2025	100.0000000
3130AQL6	83	17001	Federal Home Loan Note	2,070,000.00	100.0000000	2,070,000.00	2.500	01/28/2027	04/28/2025	100.0000000
			Subtotal	7,070,000.00		7,069,250.00				
Treasury Coupon Securities										
91282CGA3	102	17001	U.S. Treasury Note / Bond	2,000,000.00	99.6875000	1,993,750.00	4.000	12/15/2025		
91282CGV70	103	17001	U.S. Treasury Note / Bond	3,500,000.00	99.2812500	3,474,843.75	3.750	04/15/2026		
			Subtotal	5,500,000.00		5,468,593.75				
Treasury Discounts -Amortizing										
912797MH7	101	17001	U.S. Treasury Bill	1,500,000.00	96.6650000	1,449,975.00	4.140	09/04/2025		
			Subtotal	1,500,000.00		1,449,975.00				
Supranationals Discount Note										
459053DX9	104	17001	INTERNATIONAL BANK RECONSTRUCT	3,000,000.00	98.6622220	2,959,866.66	4.300	04/04/2025		
			Subtotal	3,000,000.00		2,959,866.66				
			Total	17,838,443.28		17,716,128.69				



San Juan Decommissioning Trust
Investments by All Types
Active Investments
March 31, 2025

SCPPA

CUSIP	Investment #	Fund	Issuer	Par Value	Purchase Price	Remaining Cost	Current Rate	Maturity Date	Call Date	Call Price
MMIA/Cash										
SYS217041000	217041000	17001	SCPPA	762,925.23	100.0000000	762,925.23	4.220			
			Subtotal	762,925.23		762,925.23				
Federal Agency Coupon Securities										
3130B3FT5	24	17001	Federal Home Loan Bank	800,000.00	100.0000000	800,000.00	4.500	11/24/2025		
			Subtotal	800,000.00		800,000.00				
Supranational Discount Notes										
459515EC2	27	17001	INTERNATIONAL FINANCE CORP DN	800,000.00	99.7756950	798,205.56	4.250	04/09/2025		
			Subtotal	800,000.00		798,205.56				
			Total	2,362,925.23		2,361,130.79				



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
GLEN DORA, CA 91740
(626) 793-9364 – FAX: (626) 793-9461
WWW.SCPPA.ORG

MEMO

To: SCPPA Finance Committee

From: Aileen Ma, Chief Financial & Administrative Officer

Date: May 5, 2025

Re: **FY 2024-25 Administrative & General (A&G) Expense Budget to Actual Comparison Report – March 2025**

As of March 31, 2025, total A&G expenditures were \$7,188,952, which was \$532,422 or 6.9% under the year-to-date budget.

Total Indirect A&G expenditures were \$3,958,968, which was \$269,874 or 6.4% under budget. The under budget was primarily due to the timing of expenditures and invoices from vendors and consultants and savings in salaries and employee benefits due to personnel vacancies. The under budget was partially offset by:

- Higher than expected office building costs for utilities and maintenance expenses.
- Additional Information Technology (IT) services.
- Higher than expected office expenses.
- Increases in premiums for worker's compensation and liability insurance.

Total Direct A&G expenditures were \$3,229,984, which was \$262,548 or 7.5% under budget. The under budget was primarily due to the timing of expenditures for legal services and trustee fees and savings in agent billable costs due to personnel vacancy. The under budget was partially offset by:

- Other professional services for audit expenses relating to the Magnolia Power Project and Tieton Hydropower Project Operating Agents.
- Slightly higher audit fees for SCPPA's fiscal year 2023-24 financial report due to the addition of the Clean Energy Project to the financial report. While the audit fees for the Clean Energy Project were not included in the A&G budget, the audit fees were included in the Clean Energy Project's fiscal year 2024-25 project budget that was approved by the SCPPA Board of Directors on September 19, 2024.
- Additional rating agency fees related to the Southern Transmission System (STS) project.

Southern California Public Power Authority
FY 2024-25 Administrative & General (A&G) Expense Budget to Actual
March 31, 2025

	ANNUAL BUDGET FY 2024-2025	YTD BUDGET 03/31/2025	YTD ACTUAL 03/31/2025	Under / (Over) Budget	% Variance
Salaries	\$ 3,039,700	\$ 2,279,776	\$ 2,219,512	\$ 60,264	2.6%
Employee Benefits	838,300	671,350	600,007	71,343	10.6%
Office Building Costs	154,590	115,947	131,099	(15,152)	-13.1%
Office Equipment and IT	110,290	90,259	92,339	(2,080)	-2.3%
Office Expenses	61,400	46,649	51,726	(5,077)	-10.9%
Insurance	164,000	151,451	162,626	(11,175)	-7.4%
Meeting Expense	37,500	28,125	26,110	2,015	7.2%
Travel and Conferences	52,000	38,998	25,300	13,698	35.1%
Staff Training/Development	26,000	19,499	7,374	12,125	62.2%
Memberships and Dues	26,010	3,182	2,907	275	8.6%
Subscriptions	20,760	16,479	12,370	4,109	24.9%
Gov't Affairs (Sacramento Office)	184,530	128,544	119,591	8,953	7.0%
Legislative Advocacy	368,000	284,751	284,202	549	0.2%
Regulatory Advocacy	220,000	165,001	144,370	20,631	12.5%
General Legal Services	140,000	105,002	45,050	59,953	57.1%
Auditing Services	4,930	4,930	4,930	-	0.0%
Consulting & Other Services	69,500	52,124	11,257	40,867	78.4%
Financial Advisor	90,000	67,500	60,000	7,500	11.1%
Budget Contingency	140,190	-	-	-	0.0%
Subtotal	\$ 5,747,700	\$ 4,269,567	\$ 4,000,770	\$ 268,797	6.3%
Glendora Project Accounting - Direct A&G	(54,300)	(40,725)	(41,802)	1,077	-2.6%
TOTAL INDIRECT A&G	\$ 5,693,400	\$ 4,228,842	\$ 3,958,968	\$ 269,874	6.4%
Outside Counsels	\$ 456,000	\$ 342,000	\$ 191,251	\$ 150,749	44.1%
Auditing Services	365,260	365,260	370,070	(4,810)	-1.3%
Consulting & Other Services	35,500	26,626	30,072	(3,446)	-12.9%
Project Travel Costs	18,350	13,763	3,501	10,262	74.6%
WREGIS Fees	18,160	13,621	8,028	5,593	41.1%
Agent Billable Costs	3,074,300	2,305,725	2,200,860	104,865	4.5%
Trustee Fees	335,750	251,813	224,401	27,412	10.9%
Rating Agency Fees	150,500	133,000	160,000	(27,000)	-20.3%
Subtotal	\$ 4,453,820	\$ 3,451,808	\$ 3,188,182	\$ 263,625	7.6%
Glendora Project Accounting	54,300	40,725	41,802	(1,077)	-2.6%
TOTAL DIRECT A&G	\$ 4,508,120	\$ 3,492,533	\$ 3,229,984	\$ 262,548	7.5%
TOTAL A&G EXPENSES	\$ 10,201,520	\$ 7,721,375	\$ 7,188,952	\$ 532,422	6.9%

SCPPA BOARD MEETING
PALO VERDE NUCLEAR GENERATING STATION
STATUS REPORT

Plant Operations - Following is the status of the plant as of May 6th, 2025:

- Unit 1 is in planned Outage.
- Unit 2 is operating at full power and is in its 176th day of continuous operation.
- Unit 3 is operating at full power and is in its 10th day of continuous operation.

Through April 2025, the year-to-date maximum dependable capacity factor of the station is as follows:

	Capacity Factor
Unit 1	72.4%
Unit 2	99.6%
Unit 3	97.3%
Station	89.8%

Budget:

Through March 2025, the year-to-date cost report is summarized as follows:

(In \$millions)

Year-to-Date	Budget	Actual	Variance
O&M	165.10	165.28	0.19
Capital	56.08	58.08	2.00
Fuel	71.46	67.75	(3.71)
Total	292.63	291.11	(1.53)

The year-end budget projection is as follows:

Year-End	Budget	Forecast	Variance
O&M	770.00	770.00	0.00
Capital	300.00	299.99	0.00
Fuel	213.38	213.38	0.00
Total	1,283.38	1,283.37	0.01

Developments:

- Unit 1 undergoing planned outage the entire month of April 2025. Planned major work includes visual inspections, steam generator testing, pressurizer thermowell replacements, cooling equipment replacement/maintenance, main turbine inspection/overhauls. Projected finish date 5/12/2025.
- Unit 3 experienced forced outage for repairs to the generator disconnect on 4/25 through 4/26. Downtime was 31.9 hours. RTS 4/26/2025. Hot spot was identified on 'A' Phase of PL980 Motor Operated Disconnect while SRP performed quarterly thermography scan.

MAGNOLIA POWER PLANT OPERATIONS REPORT April 2025

Reporting Period

April 1-30, 2025

Workforce Safety Statistics

- There were zero (0) lost time accidents this month and zero (0) year-to-date (YTD).
- There were zero (0) reportable incidents in April and zero (0) YTD.

Plant Performance Information

- **Availability:** 16.5% in April, 77.8% fiscal year-to-date (FYTD), and 53.1% YTD.
(A table showing monthly plant availability for the past sixteen months is attached.)
- **Unit Capacity Factor (240 MW):** 10.0% in April, 61.8% FYTD, and 39.0% YTD.
- **Fired Factored Hours:** 118.7 hours in April 2025.
- **Plant Starts (5 starts/month allowed):** Four (4) starts used during April.
- **Plant Operating Hours (8,322 hours/year allowed):** 1,528.8 hours YTD.
- **Statistics:** Details are provided on the attached monthly production report entitled "Year-to-Date Summary of Statistics FY2024-25 & CY2025".

Plant Outage Summary and Other Information

- MPP was shut down on February 28, 2025, to perform a minor inspection, combustion turbine rotor replacement, boiler inspection and balance of plant maintenance.
- The combustion turbine "green rotor run-in" procedure was completed on April 19, 2025.
- Due to a substation fault and loss of auxiliary power, the April 22, 2025 start-up was delayed until April 25, 2025. During the April 25, 2025 start-up, the steam turbine tripped due to bearing vibration. The plant was successfully restarted the next day, April 26, 2025.
- Post-outage emissions tuning was completed on Monday, April 28, 2025.
- Post-outage performance testing was completed on Tuesday, April 29, 2025.
- A table entitled "Outage Summary" is attached which shows all the outages that have occurred over the past twelve (12) months. The "2024-2028 Scheduled Inspection Plan" is also attached showing the calendar for future planned outages at MPP.
- There were no instances of stranded energy in April 2025 (a table showing stranded energy by month is attached).

Quarterly Budget Information

- A summary of the budget performance is tabulated below, and a detailed report entitled “MPP Operations Report (Preliminary) for the Year-to-Date March 31, 2025” is attached. Please note budget performance does not include items that are budgeted directly by SCPPA (i.e., debt service and natural gas transport).

(Fiscal) Year to Date	(In Millions)		
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
O&M	23.2	19.5	3.7
Capital	<u>0.8*</u>	<u>2.7</u>	<u>(1.9)</u>
Total	\$24.0	\$22.2	\$1.8

*Does not include funds that were budgeted in previous fiscal years and carried over into the current fiscal year.

MAGNOLIA MONTHLY PRODUCTION REPORT

Year-to-Date Summary of Statistics

FY2024-25 & CY2025

		2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025		
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD	YTD
<u>ENERGY</u>															
Combustion Turbine (Gross)	MWH	101,587	97,251	74,870	91,470	88,203	65,874	90,622	68,769	0	10,442			689,088	169,833
Steam Turbine	MWH	61,116	61,303	50,222	56,523	54,119	39,910	55,391	46,999	0	7,624			433,206	110,015
Plant Generation (Gross)	MWH	162,702	158,554	125,092	147,994	142,322	105,783	146,013	115,769	0	18,066			1,122,295	279,848
Plant Auxiliaries (Unit Aux.)	MWH	5,490	5,461	4,550	5,314	5,025	3,611	5,046	4,533	0	764			39,794	10,343
Plant Auxiliaries (Reserve)	MWH	7	6	335	6	6	785	7	54	360	1,490			3,056	1,911
Plant Generation (Net)	MWH	157,212	153,093	120,542	142,680	137,297	102,172	140,967	111,236	0	17,302			1,082,501	269,505
Capacity Factor (240 MW Net)	%	88.0%	85.7%	69.8%	79.9%	79.5%	57.2%	78.9%	69.0%	0.0%	10.0%			61.8%	39.0%
<u>THERMAL EFFICIENCY</u>															
Combustion Turbine (Gross)	BTU/KWh	11,419	11,611	12,230	11,825	11,832	11,801	11,811	12,674	0	14,029			11,894	12,297
Total Plant (Gross)	BTU/KWh	7,214	7,274	7,471	7,312	7,333	7,360	7,337	7,533	0	8,109			7,356	7,468
Total Plant (Net)	BTU/KWh	7,466	7,533	7,753	7,585	7,602	7,620	7,599	7,840	0	8,467			7,627	7,754
<u>AVAILABILITY</u>															
Hours in the Month	Hours	744.0	744.0	720.0	744.0	720.0	744.0	744.0	672.0	744.0	720.0			7,296.0	2880.0
Plant Operating Hours	Hours	744.0	744.0	656.5	744.0	720.0	538.3	744.0	666.0	0.0	118.7			5,675.5	1528.8
Duct Burner Operating Hours	Hours	110.8	203.7	106.3	7.4	0.2	21.7	2.9	1.4	0.0	0.0			454.5	4.3
Plant Availability	%	100.0%	100.0%	91.2%	100.0%	100.0%	72.3%	100.0%	99.1%	0.0%	16.5%			77.8%	53.1%
Offline yet Available Hours	Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Planned Outage Hours	Hours	0.0	0.0	60.0	0.0	0.0	205.7	0.0	6.0	744.0	510.0			1,525.7	1,260.0
Forced Outage Hours	Hours	0.0	0.0	3.5	0.0	0.0	0.0	0.0	0.0	0.0	91.3			94.7	91.3
Forced Outage	%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	12.7%			1.3%	3.2%
Total Hours Offline	Hours	0.0	0.0	63.5	0.0	0.0	205.7	0.0	6.0	744.0	601.3			1,620.5	1,351.2
Forced Derated Hours	Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
(FFH) From Peak Power	Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0
Total Factored Fired Hours	Hours	744.0	744.0	656.5	744.0	720.0	538.3	744.0	666.0	0.0	118.7			5,675.5	1,528.8
(FFH) Before Next Inspection	Hours	4,215	3,471	2,815	2,071	1,351	813	69	32,000	32,000	31,881			-	-
Estimated Date of Next Major Outage														Feb 2029	
<u>FUEL USAGE AND QUALITY</u>															
Combustion Turbine	DTH	1,159,967	1,129,164	915,688	1,081,607	1,043,654	777,406	1,070,339	871,576	0	146,494			8,195,895	2,088,409
Duct Burner	DTH	13,812	24,152	18,933	595	14	1,118	888	481	0	0			59,993	1,369
Duct Burner	MMSCF	13.2	23.0	18.0	0.6	0.0	1.1	0.8	0.5	0.0	0.0			57	1
Duct Burner Fuel Remaining	MMSCF	538.4	515.4	497.4	496.8	496.8	495.7	554.2	553.7	553.7	553.7			-	-
Total Plant Usage	DTH	1,173,779	1,153,316	934,622	1,082,202	1,043,668	778,524	1,071,227	872,057	0.0	146,494			8,255,888	2,089,778
Gas BTU (HHV)	BTU/SCF	1,027	1,031	1,026	1,031	1,031	1,024	1,033	1,040	0	1,050			929	781

Magnolia Power Plant - Outage Summary

Outages During the Reporting Period April 1-30, 2025				
Outage Type	Start Date/Time	End Date/Time	Hours	Comments
PO	4/1/25 12:00 AM	4/22/25 6:00 AM	510.00	Minor Inspection/Rotor Replacement
OMC	4/22/25 6:00 AM	4/25/25 6:30 AM	72.50	MPP power outage due to Burbank 34.5 kV bus fault
FO	4/25/25 11:53 AM	4/26/25 6:39 AM	18.77	ST bearing vibration

Summary of Outages During the Past Twelve Months				
Outage Type	Start Date	End Date	Hours	Cause
PO	June 21, 2024	June 24, 2024	60.4	CT water wash
PO	September 20, 2024	September 23, 2024	60.00	CT water wash
FO	September 23, 2024	September 23, 2024	3.48	CT fuel valve solenoid failure
PO	December 8, 2024	December 17, 2024	205.73	CT water wash
PO	February 28, 2025	March 1, 2025	5.98	Minor Inspection/Rotor Replacement
PO	March 1, 2025	April 1, 2025	744.00	Minor Inspection/Rotor Replacement

Outage Type Legend
RS - Reserve Shutdown
PO - Planned Outage
FO - Forced Outage
OMC - Outside of Management Control

Magnolia Power Plant - Availability Summary Table

Monthly	Quarterly	Semi-Annually	Annually		
Jan-24 100.0%	Q1 '24 93.9%	H1 '24 95.6%	Yr '24 94.7%		
Feb-24 100.0%					
Mar-24 82.1%					
Apr-24 100.0%	Q2 '24 97.2%				
May-24 100.0%					
Jun-24 91.6%					
Jul-24 100.0%	Q3 '24 97.1%	H2 '24 93.9%			
Aug-24 100.0%					
Sep-24 91.2%					
Oct-24 100.0%	Q4 '24 90.7%				
Nov-24 100.0%					
Dec-24 72.3%					
Jan-25 100.0%	Q1 '25 65.3%				
Feb-25 99.1%					
Mar-25 0.0%					
Apr-25 16.5%					



Magnolia Power Project

2025-2029

Scheduled Inspection Plan with 32K Hardware

Offline Water Wash 


Hot Gas Path / Minor Inspection 

Major Inspection 

As of May 1st, 2025

Total Fired Time

144,973.0 Hours

Total Fired Hours PROJECTED ANNUALLY	2025 (7,380 Hours)	2026 (8,448 Hours)	2027 (8,448 Hours)	2028 (8,472 Hours)	2029 (6,588 Hours)
INSPECTIONS	73 144,837 Hrs 3	76	80	84	88 3
Water Wash 90 Day Intervals Every 2,160 Hours	February 2025 Offline 6:00 PM 2/28/2025 Online 6:00 AM 4/21/2025 Minor Inspection/Rotor Rep./Boiler Inspection	January 2026 Offline 6:00 PM 1/23/2026 Online 6:00 AM 1/29/2026 CT Borescope/Boiler Inspection	February 2027 Offline 6:00 PM 2/5/2027 Online 6:00 AM 2/11/2027 CT Borescope/Boiler Inspection	February 2028 Offline 6:00 PM 2/4/2028 Online 6:00 AM 2/10/2028 CT Borescope/Boiler Inspection	February 2029 Offline 6:00 PM 2/2/2029 Online 6:00 AM 4/30/2029 Major Inspection/Boiler Inspection
Hot Gas Path / Minor Inspection Every 32,000 Hours Last HGP @ 144,837 Hrs	74 July 2025 Offline 6:00 PM 7/18/2025 Online 6:00 AM 7/21/2025	77 May 2026 Offline 6:00 PM 5/1/2026 Online 6:00 AM 5/04/2026	81 May 2027 Offline 6:00 PM 5/7/2027 Online 6:00 AM 5/10/2027	85 May 2028 Offline 6:00 PM 5/5/2028 Online 6:00 AM 5/8/2028	89 July 2029 Offline 6:00 PM 7/27/2029 Online 6:00 AM 7/30/2029
Major Inspection Every 64,000 Hours Last Major @ 112,229 Hrs	75 October 2025 Offline 6:00 PM 10/17/2025 Online 6:00 AM 10/20/2025	78 July 2026 Offline 6:00 PM 07/31/2026 Online 6:00 AM 08/03/2026	82 August 2027 Offline 6:00 PM 8/6/2027 Online 6:00 AM 8/9/2027	86 August 2028 Offline 6:00 PM 8/4/2028 Online 6:00 AM 8/7/2028	90 October 2029 Offline 6:00 PM 10/26/2029 Online 6:00 AM 10/29/2029
Upcoming Inspections  Major Inspection Boiler Inspection 02/2/2029-04/30/2029		79 November 2026 Offline 6:00 PM 11/06/2026 Online 6:00 AM 11/09/2026	83 November 2027 Offline 6:00 PM 11/5/2027 Online 6:00 AM 11/8/2027	87 November 2028 Offline 6:00 PM 11/3/2028 Online 6:00 AM 11/6/2028	
All future dates are estimates based on run hours and are subject to change.					
End Of Year Totals	150,853 Hours	159,301 Hours	167,749 Hours	176,221 Hours	184,669 Hours

Stranded Energy Monthly Report

Month	Participant	Energy (MWh)
May-24	-	-
Jun-24	-	-
Jul-24	-	-
Aug-24	-	-
Sep-24	-	-
Oct-24	-	-
Nov-24	-	-
Dec-24	-	-
Jan-25	-	-
Feb-25	-	-
Mar-25	-	-
Apr-25	-	-

MPP Operations Report
For the Year-to-Date March 31, 2025

	MTD FY 24-25			YTD FY 24-25			FY 24-25 (12 Months)	
	Budget FY 24-25	Actual FY 24-25	(Over) / Under	Budget FY 24-25	Actual FY 24-25	(Over) / Under	Budget FY 24-25	Remaining Funds
<u>OPERATING AND MAINTENANCE EXPENSES</u>								
Generation Expenses								
Boiler Chemicals	5,209	8,047	(2,838)	46,884	19,306	27,578	62,512	43,206
CEMS Gases	2,786	-	2,786	25,071	-	25,071	33,428	33,428
Classroom Instruction Training	4,826	-	4,826	43,433	49,996	(6,563)	57,910	7,914
Consultants	7,083	74,977	(67,894)	63,750	99,354	(35,604)	85,000	(14,354)
Cooling Tower Chemicals	31,500	9,494	22,006	283,500	263,338	20,162	378,000	114,662
Demineralized Water	25,185	19,577	5,608	226,669	170,848	55,821	302,225	131,377
Emissions Control Chemicals	9,923	21,180	(11,257)	89,303	28,083	61,219	119,070	90,987
Environmental Compliance	2,125	1,363	762	19,125	22,612	(3,487)	25,500	2,888
Labor	643,038	514,629	128,409	5,787,344	4,494,072	1,293,272	7,716,458	3,222,386
Lubrication and Gases	7,506	2,648	4,857	67,550	58,939	8,611	90,067	31,128
Materials	2,122	1,273	850	19,102	14,331	4,770	25,469	11,138
Private Contractual Services	4,890	-	4,890	44,014	550	43,464	58,685	58,135
Recycled Water	155,229	22,513	132,716	1,397,064	1,426,034	(28,970)	1,862,752	436,718
Sewer Charges	127	51	76	1,146	459	687	1,528	1,069
Waste Material	1,353	-	1,353	12,177	2,824	9,353	16,236	13,412
ZLD Chemicals	91,735	24,686	67,049	825,615	849,224	(23,609)	1,100,820	251,596
ZLD Consultants	16,783	15,383	1,401	151,051	153,525	(2,474)	201,401	47,876
ZLD Labor	122,484	110,389	12,094	1,102,352	1,011,383	90,968	1,469,802	458,419
ZLD Materials	708	-	708	6,368	-	6,368	8,490	8,490
ZLD Waste Material	41,845	58,471	(16,626)	376,605	667,173	(290,568)	502,140	(165,033)
Subtotal Generation Expenses	1,176,458	884,682	291,776	10,588,120	9,332,050	1,256,069	14,117,493	4,785,443
Misc Power Generation Expenses								
Consultants	1,667	-	1,667	15,000	18,800	(3,800)	20,000	1,200
Equipment	-	-	-	-	-	-	-	-
Labor	-	-	-	-	-	-	-	-
Utilities	31,250	21,755	9,495	281,250	166,092	115,158	375,000	208,908
Subtotal Misc Power Generation Expenses	32,917	21,755	11,162	296,250	184,892	111,358	395,000	210,108
Site Lease	35,918	35,918	0	323,266	323,266	0	431,021	107,755
Maintenance of Generation Plant								
Classroom Instruction Training	5,060	-	5,060	45,543	11,880	33,663	60,724	48,844
Consultants	12,500	7,428	5,072	112,500	28,077	84,423	150,000	121,923
GE Service Agreement and Repairs	166,428	-	166,428	1,497,850	-	1,497,850	1,997,133	1,997,133
Lubrication/Gases	9,088	3,028	6,060	81,791	45,970	35,820	109,054	63,084
Materials, Expenses & Other Plant Maintenance	160,319	110,379	49,940	1,442,871	903,783	539,088	1,108,290	204,507
Private Contractual Services	25,000	94,011	(69,011)	225,000	247,159	(22,159)	300,000	52,841
Standard Labor - Electrical	102,614	367,280	(264,667)	910,273	887,823	22,450	1,213,697	325,874
Standard Labor - Instrument Controls	119,976	429,423	(309,447)	1,044,695	1,018,930	25,765	1,392,927	373,997
Standard Labor - Mechanical	248,120	888,083	(639,963)	2,281,416	2,225,150	56,267	3,041,888	816,739
ZLD Labor - Electrical	4,662	-	4,662	41,960	30,948	11,013	55,947	25,000
ZLD Labor - Instrument Controls	4,742	-	4,742	42,681	31,479	11,202	56,908	25,429
ZLD Labor - Mechanical	133,886	-	133,886	1,204,971	888,720	316,251	1,606,628	717,909
ZLD Materials, Expenses & Other Plant Maintenance	23,409	1,290	22,119	210,681	156,852	53,829	280,908	124,056
Subtotal Maintenance of Generation Plant	1,015,804	1,900,923	(885,120)	9,142,232	6,476,769	2,665,463	11,374,105	4,897,336
System Control & Load Dispatching								
Software, Online Feeds	21,307	3,681	17,626	191,762	179,484	12,278	255,683	76,199
ECC Labor for MPP	19,535	15,631	3,904	175,811	154,693	21,117	234,414	79,721
Subtotal System Control & Load Dispatching	40,841	19,311	21,530	367,573	334,177	33,396	490,097	155,920
Station & Local Network Expenses (69kV lines)	6,901	2,258	4,643	62,105	30,184	31,921	82,806	52,622
Administrative & General Expenses								
Property/Liability Insurance	-	-	-	1,863,353	1,705,436	157,917	1,863,353	157,917
Regulatory Expense	36,917	1,586	35,330	332,250	1,049,379	(717,129)	443,000	(606,379)
Regulatory Professional Services	17,917	-	17,917	161,250	4,059	157,191	215,000	210,941
Transportation/Vehicle Allow.	2,964	2,600	363	26,672	23,403	3,269	35,562	12,159
Subtotal Administrative & General Expenses	57,797	4,187	53,610	2,383,525	2,782,276	(398,752)	2,566,915	(225,361)
Capital Plan	93,169	7,772	85,397	838,525	2,780,439	(1,941,915)	1,118,033	(1,662,406)
TOTAL OPERATING AND MAINTENANCE EXPENSES	\$ 2,459,805	\$ 2,876,806	\$ (417,001)	\$ 24,001,594	\$ 22,244,054	\$ 1,757,540	\$ 30,565,470	\$ 8,321,416

TO: Southern California Public Power Authority
FROM: TFG
RE: Federal Legislative Report
DATE: May 6, 2025

April 2025 Federal Report

This legislative report covers activities related to appropriations, energy, and environment as well as telecommunication and cybersecurity issues from April 1 through April 30, 2025.

Executive Summary

Congressional Calendar. The House and Senate were in session for the first half of April.

FY 2026 Appropriations. The Trump Administration has released the first installment of its FY 26 budget proposal, covering proposed discretionary spending cuts and increases. This action allows the Appropriations Committees in the House and Senate to begin the development of the 12 individual bills governing the funding of the various departments and agencies.

Energy and Environment. Among other actions this month, the House took the first steps toward eliminating air pollution related waivers granted to the state of California; and, DOE's GRID office has been hit especially hard by the DOGE related, or inspired, reductions in staffing – putting future GRIP grants on an uncertain path.

Telecommunications and Cybersecurity. There has been much activity on the telecom and cyber front, including introduction of legislation that would ensure the Cybersecurity and Infrastructure Security Agency would be insulated from cuts to its personnel and budget under legislation introduced in the House by Rep. Norma Torres (D-CA). The Protecting America's Cybersecurity Act ([H.R. 3026](#)) would protect CISA from cost-cutting by the White House Department – not a real federal department -- of Government Efficiency (DOGE)

FY 2026 Appropriations Process

The White House Office of Management and Budget (OMB) has released the Trump administration's "[skinny](#)" budget for Fiscal Year (FY) 2026, which begins on October 1, 2025. The full-scale FY26 budget, which will cover all of the budgetary details for every federal department and agency, will likely be publicly released in late May or early June.

The FY26 budget document outlines significant proposed cuts across many parts of the federal government, including:

Department of Homeland Security:

- Reduces non-disaster Federal Emergency Management Agency (FEMA) Grant Programs, such as Targeting Violence and Terrorism Prevention and the National Domestic Preparedness Consortium. **-\$646 Million**
- Eliminates the Shelter and Services Grant Program. **-\$650 Million**
- Eliminates most cybersecurity support for state and local governments by refocusing the Cybersecurity and Infrastructure Security Agency to work exclusively on federal network defense and critical infrastructure security. **-\$491 Million**

Department of Energy:

- Cuts the Agency budget from the enacted FY 2025 budget by 9.4%. **-\$4.7 Billion**
- Cuts Infrastructure Investment and Jobs Act (IIJA) funding for electric vehicles, charging stations, battery storage, etc., with statement that currently funded projects would not be impacted, only unobligated funds. **-\$15.247 Billion**
- Cuts the Office of Energy Efficiency and Renewable Energy (EERE). **-\$2.572 Billion**
- The Office of Science would be redirected away from climate change research and towards AI, quantum computing, fusion energy and critical minerals. **-\$1.148 Billion**

Environmental Protection Agency:

- Reduces the EPA's budget from \$9.1 Billion (FY 2025) to \$4.2 Billion, a 54.5% cut.
- Cuts 89% (**\$2.5 billion**) of federal funding for the Clean Water and Drinking Water SRF Funds.
- Cuts funding from 16 different Categorical Grants. **-\$1 Billion**
- Cuts federal contributions to the Hazardous Substance Superfund Program. **-\$254 Million**
- Cuts federal funding to the Agency's Office of Research and Development. **-\$235 Million**
- Eliminates the Agency's Environmental Justice Program. **-\$100 Million**
- Eliminates the Atmospheric Protection Program. **-\$100 Million**
- Eliminates the Diesel Emissions Reduction Act (DERA) Grants. **-\$90 Million**

Department of the Interior:

- Reduces DOI's budget from \$16.8 billion (FY 2025) to \$11.7 billion, a 30.5% cut.
- Eliminates DOI's renewable energy programs, including all onshore and offshore wind leasing and permitting - **\$80 Million**

House and Senate Appropriations subcommittees are holding FY26 budget oversight hearings beginning the week of May 5, with markups of the twelve respective FY26 appropriations bills at the subcommittee and full committee levels occurring during June and July 2025, following the release of the detailed FY26 proposed budget in late May.

In early April, the House and Senate Appropriations Committees released their updated FY26 "Community Project Funding" ([CPF](#))/"Congressionally Directed Spending" ([CDS](#)) (i.e., earmark request) guidance and submission deadlines for all participating House and Senate offices. All of the CPF/CDS accounts made available in FY25 to local and state governments, public entities, and non-profit organizations are made available again in FY26. House offices [will again be capped](#) at submitting a total of fifteen FY26 CPF requests (across all accounts) for projects located within their respective congressional district. The biggest change in FY26 (relative to FYs 2022-25) is from Senate Appropriations Committee Chair Susan Collins (R-ME): all participating senators (regardless of how large or small the population is in their state) will now face a [maximum cap](#) on how many total CDS requests

they are permitted to submit to the committee for consideration by spending bill (and in some instances, by individual account).

House offices face CPF submission deadlines of May 2nd and May 23rd (depending on CPF account), while Senate offices face CDS submission deadlines between May 9th and June 4th (depending on CDS account). All participating House and Senate offices are required to publicly post all submitted FY26 CPF/CDS requests within three weeks after submitting them to the House and Senate Appropriations Committees (i.e., between late May and late June 2025). Lists of approved FY26 CPF and CDS requests by the House and Senate Appropriations Committees will likely be publicly released as each respective FY26 markup occurs in June and July.

Energy and Environment

Congressional Action on California Air Waivers Is Looming

Senate Republicans are weighing options as they explore ways to reject California's plans to phase out gasoline-powered vehicles by 2035 and other related mandates. Recently, the parliamentarian -- Senate's very powerful "procedural gatekeeper" -- ruled that Biden administration waivers for three vehicle pollution standards are not considered federal regulations, and therefore, federal lawmakers can't nullify them under Congressional Review Act (CRA) [procedures](#). The CRA allows Congress, among other matters, to repeal newly issued rules by simple majority. Republicans have reportedly been interested in use it against the California waivers.

The question is will Majority Leader John Thune (R-S.D.) agree with ignoring the parliamentarian? The answer is yet to be determined, though there is widespread recognition that Senator Thune is a Senate institutionalist, and it is unlikely -- though not impossible -- that he would go against the parliamentarian. That said, Republicans in both the House and Senate have introduced three CRA resolutions against the Biden waivers. While the Senate has until May to vote on them House action will come fast and furious. The House has passed three related CRA resolutions: [H.J. Res. 87](#), which seeks to stop California's efforts to require truck manufacturers to sell zero-emission trucks; [H.J. Res. 88](#), which overturns the EPA's waiver that permits California to ban the sale of gas-powered cars by 2025; and [H.J. Res. 89](#), that targets EPA's decision to allow the state to tighten nitrogen oxide engine emission standards.

We will continue to monitor action in the House and Senate.

Layoffs at DOE Hit Clean Energy Programs Hard — Especially GRIP

More than 3,500 staffers are preparing to leave the Energy Department in coming days -- according to recent press reports -- thus gutting offices tasked with doling out billions of dollars tied to the climate and bipartisan infrastructure laws. While not official, these reports are consistent with the administration's intent, and previous actions, leaving little doubt DOE was, and will be, hit hard. This, in addition to previous reports indicate that more than 3,200 DOE staffers opted to take the Trump administration's [offer for a deferred resignation](#), a figure that the agency has yet to confirm. However, it is believed that 3,500 breaks down in part as follows: **Roughly 70 percent at the Grid Deployment Office (GDO) -- home of the GRIP**

Grant program -- took the offer, while about 66 percent of the workforce in the Office of State and Community Energy Programs – which among other things, provides technical assistance and funding to states, tribes, local governments to assist them in developing and implementing clean energy programs -- is leaving early. The same deep departures are hitting DOE's Office of Manufacturing and Energy Supply Chains, or MESC, which works to bolster U.S. energy manufacturing deployment and supply chain security (*think efforts to build domestic production of transformers*). **More than 50 percent of MESC's** workforce opted to quit. In addition, reportedly 50 percent of the staff in DOE's Loan Programs Office opted to leave. Those offices saw some of the largest percentages of departures, raising questions about whether there will be adequate staffing to distribute funds. For example, Office of Clean Energy Demonstrations – (OCED), -- which reportedly saw a 77 percent reduction in staffing through buyouts -- was allocated more than \$25 billion, under the bipartisan infrastructure law among other statutes, including funds for hydrogen hubs, carbon capture and battery projects.

Budget Reconciliation and SCPPA Priorities

The House and Senate have both passed their very different versions of the budget framework -- known as a Budget Resolution -- which only has to be agreed upon by the House and Senate and does not go to the president for signature. Negotiations between the two chambers are ongoing to address the differences between the two resolutions.

Passage of an agreed upon resolution is a critical first step in advancing a budget reconciliation bill (called that because the legislation implementing the resolution serves to "reconcile" differences in revenues and outlay levels set by the resolution). The reconciliation legislation -- an amalgam of bills from various committees (tax writers, energy committee etc.) -- is rolled into one bill and requires a simple majority in both chambers as opposed to the usual 60 in the Senate. While the White House and GOP congressional leaders are very eager to complete work on the resolution and the reconciliation bill by Memorial Day, there are simply too many legislative steps and multiple levels of negotiation for that date to be realistic achieved. Therefore the date remains "up in the air." That said, efforts to ensure SCPPA's overarching priorities in reconciliation, including protection of tax-exempt municipal bond and the Inflation Reduction Act's clean energy incentives, will require continued active engagement with Capitol Hill.

GOP's Internal IRA Energy Credits Repeal Debate Continues

The Ways and Means Committee's budget reconciliation tax bill, currently under development, was jump started by the passage of the House and Senate budget resolutions. All indications are that the committee's GOP members, who have met several times in recent weeks to in an ongoing effort to iron out details of the GOP's multi-trillion-dollar tax-cut package, are accelerating internal negotiations regarding the scope of repealing the Inflation Reduction Act (IRA) energy tax credits. In particular, they are working through each provision to determine which components to keep based on the views of the broader conference. The sense is that Republicans are going through a checklist for each credit and asking themselves: What's the support for it in the conference; what does it contribute to the broader Trump agenda of keeping prices in check and advancing U.S. manufacturing and broader supply chains; and what's the cost?

Of note, the sensitivity of those conversations are heightened by the letter signed by 21 Republicans — whose districts have drawn billions in new investments because of the IRA — urging the House leadership to resist efforts to significantly weaken or repeal the incentives. Although, members who signed the letter have not said much publicly about how far they'd go to defend the credits. Their ultimate choice may be whether to face anger from President Trump, or to risk a backlash at home from constituents who could lose their jobs if Republicans gut the IRA-supported economic development projects. Conventional wisdom in DC is that Republicans are going to have a hard time coalescing around which subsidies to cut, due to the popularity of several of them. For example, the IRA's clean electricity production and investment tax credits, which are designed to be technology neutral, could benefit emerging technologies supported by Republicans like advanced nuclear and geothermal that are needed to meet growing power demand.

Markup of the House Ways and Means Reconciliation bill, is tentatively set for the week of May 12th.

Telecommunications and Cybersecurity

Telecommunications

FCC Commissioner Nomination: On April 30, the Senate Commerce, Science, and Transportation Committee approved by a [21-7 vote](#) President Trump's nominations of former committee staffer Olivia Trusty to serve the remainder of former Chairwoman Jessica Rosenworcel's term, ending June 30 of this year, and to serve an additional full term ending June 30, 2030. However, several Democratic senators who voted for Ms. Trusty's nomination in committee, including ranking member Maria Cantwell (D-WA), said they would not vote for the nomination on the floor if it were not paired with a Democratic nominee. Ms. Trusty is currently a staff member on the Senate Armed Services Committee, chaired by former Commerce Committee Chair Roger Wicker (R-MS). Ms. Trusty was a policy director at the Senate Commerce Committee when Sen. Wicker was its chair. He returned to the committee today to move her nominations. Trusty's nomination will now go to the full Senate.

NTIA Nomination: On April 9, the Senate Commerce, Science, and Transportation Committee [voted 16-12](#) to advance the nomination of Arielle Roth to head the National Telecommunications and Information Administration. John Fetterman (D-PA) switched his vote from no to yes by proxy after the fact, with every other Democrat opposing her nomination. Roth's nomination will now go to the full Senate.

BEAD Proposal Extension: The National Telecommunications and Information Administration (NTIA) has given states and territories an extra 90 days to submit their final BEAD (Broadband Equity, Access, and Deployment) Program proposals. Previously, the deadline for each jurisdictional entity was 365 days from NTIA's approval of the entity's initial proposal. With the [waiver](#), each entity's deadline for submitting a final proposal is 455 days from NTIA's approval of the entity's initial proposal. The notice of programmatic waiver extending the deadlines attributes the action to the comprehensive review of the BEAD Program that NTIA is conducting "to remove unnecessary rules and mandates, to improve efficiency, take a more technology-neutral approach, cut unnecessary red tape, and streamline deployment," NTIA said. States and territories will need additional time to implement those changes in their final proposals, it added.

Broadband Permitting Bill: Rep. Lizzie Fletcher (D-TX) has introduced legislation ([H.R. 2975](#)) that would require the NTIA to establish a competitive grant program to help local governments efficiently review and approve zoning and permitting applications for broadband infrastructure projects. The Broadband Incentives for Communities Act stresses the burdens on states of reviewing zoning and permitting requests related to the BEAD Program. Grants would be issued to entities that submit an application and demonstrate readiness for broadband infrastructure deployment. Localities that have implemented policies to enable fiber and wireless deployment would be permitted to impose fees that are limited to actual and reasonable costs while other localities would be permitted to charge uniform and reasonable fees that are published in advance.

Cybersecurity

NIST Cyber Incident Response Guidance: The National Institute of Standards and Technology (NIST) released guidance for organizations on incorporating cybersecurity incident response recommendations and considerations throughout their cybersecurity risk management activities, as described in the NIST

Cybersecurity Framework (CSF) 2.0. The updated publication, [NIST SP 800-61r3](#), says incorporating incident response recommendations as provided in CSF 2.0 can help organizations prepare for incidents, reduce the number and impact of incidents, and improve the efficiency and effectiveness of their incident detection, response, and recovery activities. NIST encourages organizations to utilize online resources in conjunction with the publication to access additional information on implementing the recommendations.

Cyber Sharing Reauthorization Bill: Sens. Gary Peters (D-MI), ranking member of the Senate Homeland Security and Governmental Affairs Committee, and Mike Rounds (R-SD) chairman of the Senate Armed Services Committee's cybersecurity subcommittee introduced the Cybersecurity Information Sharing Extension Act ([S. 1337](#)), which would reauthorize the Cybersecurity Information Sharing Act of 2015 for another 10 years. The 2015 law, which expires on September 30, 2025, was a consequential act by Congress that established the first formal cyber threat information-sharing regime in the federal

government. It sought to encourage the private sector to voluntarily share information about cybersecurity vulnerabilities and attacks with the federal government by establishing a secure portal at the Department of Homeland Security and immunizing private-sector entities from legal liability that might stem from their information-sharing activities.

Anti-DOGE Cyber Legislation: The Cybersecurity and Infrastructure Security Agency would be insulated from cuts to its personnel and budget under legislation introduced in the House by Rep. Norma Torres (D-CA). The Protecting America's Cybersecurity Act ([H.R. 3026](#)) would protect CISA from cost-cutting by the White House Department of Government Efficiency (DOGE), Rep. Torres said in a [news release](#). Although official numbers haven't been released, reports suggest that DOGE's cost-cutting led to the firing of 130 of CISA's cybersecurity personnel. A federal court later ordered their reinstatement, but they were placed on paid administrative leave, according to reports



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
GLEN DORA, CA 91740
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WWW.SCPPA.ORG

MINUTES OF THE REGULAR MEETING OF THE INVESTMENT COMMITTEE OF SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

The meeting of the Investment Committee was held on **May 5, 2025**, at the SCPPA Glendora office, 1160 Nicole Court, Glendora, CA 91740. The meeting commenced at 9:30 A.M. and adjourned at 9:46 A.M.

Committee members present and participating were: Todd Dusenberry (*Vernon*); John Equina (*LADWP*); Joseph Lillio (*Burbank*); Daniel Garcia and Aileen Ma (*SCPPA*).

Others participating were: Grace Mao and Houbert Yousef-Zadeh (*LADWP/SCPPA-LA*); and Christine Godinez, Armando Arballo, and Anna Mendoza (*SCPPA*).

The following were the business matters transacted by the Committee:

1. Opportunity for the Public to Address the Committee

Mr. Dusenberry invited comments from the public. There were no public comments.

2. Investment Policy

The Committee reviewed the proposed updates to the Investment Policy and moved to recommend that the Board of Directors adopt the updated policy.

Moved By: Joseph Lillio
Seconded By: John Equina

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
SCPPA Board President/Designee (<i>Vernon</i>)	X			
LADWP Assistant CFO/Treasurer	X			
Finance Committee Member (<i>Burbank</i>)	X			
SCPPA Executive Director	X			
SCPPA CFO	X			

3. Investment Brokers/Dealers Review

The Committee reviewed the current list of authorized investment brokers/dealers and the services that were provided by these brokers/dealers in calendar year 2024.

4. Future Agenda Topics

Mr. Dusenberry invited the Committee members to suggest topics for future Committee meetings; no topics were suggested.

5. Meeting Minutes

The Committee reviewed a draft of minutes of the May 5, 2025, meeting that were prepared during the course of the meeting. The Committee moved to approve these Minutes of the May 5, 2025, meeting with the addition of the time of adjournment and the below-referenced vote.

Moved By: Joseph Lillio
Seconded By: Aileen Ma

The following roll call vote was taken:

	Yes	No	Present, Not Voting	Absent
SCPPA Board President/Designee (Vernon)	X			
LADWP Assistant CFO/Treasurer	X			
Finance Committee Member (Burbank)	X			
SCPPA Executive Director	X			
SCPPA CFO	X			

**THE NEXT SCHEDULED
INVESTMENT COMMITTEE MEETING WILL BE TBD**



AGENDA ITEM STAFF REPORT

MEETING DATE:

May 15, 2025

RESOLUTION NUMBER:

2025-021

SUBJECT:

Amendment No. 3 to Professional Services Agreement with PFM Financial Advisors LLC

DISCUSSION:

☐

OR

CONSENT:

☒

Select the appropriate box(es):

FROM:

Finance ☒
 Project Development ☐
 Program Development ☐
 Regulatory/Legislative ☐
 Project Administration ☐
 Legal ☐
 Executive Director ☐

METHOD OF SELECTION:

Competitive ☒
 Cooperative Purchase ☐
 Sole Source ☐
 Other ☐

Other (Please describe):

MEMBER PARTICIPATION:

Sponsoring Member: N/A

Other Members Potentially Participating: N/A

Approved by Executive Director:

Signed by:

DAE0F3A6ECDE496...

RECOMMENDATION:

Approve Amendment No. 3 to the Professional Services Agreement ("Agreement") with PFM Financial Advisors LLC to increase the not-to-exceed amount for the Agreement from \$2,400,000 to \$2,900,000.

BACKGROUND:

SCPPA currently has a Professional Services Agreement (“Agreement”) with PFM Financial Advisors LLC (“PFM”) for municipal advisory services. The Agreement was for a term of three years and was amended to extend the Agreement for another three years to February 20, 2026.

DISCUSSION:

The Agreement has a not-to-exceed amount of \$2,400,000 for the six-year term. The Agreement provides for a fixed monthly retainer fee for a base level of general municipal advisory services, fixed transaction-based fees for the refunding of existing project debt and new credit facilities, and the negotiation of mutually agreed fees for other financing transactions and non-routine work.

In recent years, SCPPA has been very active with financing transactions, including refinancings, for generation and transmission projects. Within this Agreement period, PFM has advised and assisted SCPPA with 16 financing transactions. These transactions have achieved debt service savings, mitigated risks, reduced power supply costs, and advanced priorities for Member project participants.

The amount spent to date on the Agreement is approximately \$2.1 million for all services provided by PFM, including monthly general municipal advisory services. From now until February 20, 2026, there are a few financings being contemplated, including the proposed renewable energy prepayment. SCPPA staff is recommending increasing the not-to-exceed amount by \$500,000, from \$2,400,000 to \$2,900,000, to allow sufficient coverage for potential financing transactions through the end of the Agreement term.

- **Selection Method:**

PFM was selected as the firm to provide municipal advisory services from a Request for Proposals that SCPPA had issued in September 2019.

- **SCPPA’s Authority:**

In accordance with the California Joint Exercise of Powers Act and the SCPPA Joint Powers Agreement, SCPPA is authorized to contract for municipal advisory services to provide for the financing of generation and transmission projects.

FISCAL IMPACT:

Fees for monthly retainer are included in SCPPA’s annual Administrative and General expense budget. Debt financing related fees will be paid primarily with bond proceeds as part of the cost of issuance. All other transaction-specific fees and professional services will be allocated to the related project as they arise.

ATTACHEMENTS:

1. Resolution No. 2025-021
2. Amendment No. 3 to the Professional Services Agreement with PFM Financial Advisors LLC

RESOLUTION NO. 2025-021

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND PFM FINANCIAL ADVISORS, LLC TO INCREASE THE AGREEMENT'S NOT-TO-EXCEED AMOUNT, AND AUTHORIZING CERTAIN RELATED ACTION

WHEREAS, the Southern California Public Power Authority ("SCPPA" or "the Authority") was created by its members ("Members") pursuant to provisions contained in the Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended from time to time, for the purpose of jointly and cooperatively undertaking the planning, financing, development, acquisition, construction, improvement, betterment, operation, and maintenance of projects for the generation or transmission of electric energy, including the development and implementation of systems and frameworks for the acquisition and delivery of secure, long-term reliable supplies of renewable electric energy; and

WHEREAS, the Authority has the need from time to time for municipal advisory services in connection with the financing and refinancing of its projects (the "Services"); and

WHEREAS, on February 20, 2020, following a competitive solicitation process, the Authority entered into a three-year Professional Services Agreement ("Agreement") with PFM Financial Advisors, LLC ("PFM") for the Services, with an option to extend the Agreement for an additional three years, and for an amount not to exceed \$1,800,000; and

WHEREAS, the Authority and PFM subsequently entered into Amendment No. 1 to the Agreement to amend the Agreement's insurance requirements, and Amendment No. 2 to extend the term of the Agreement through February 20, 2026 and to increase the not-to-exceed amount of the Agreement to \$2,400,000; and

WHEREAS, the Authority and PFM desire to enter into Amendment No. 3 to the Agreement to increase the not-to-exceed amount of the Agreement by \$500,000, for a new total not-to-exceed amount of \$2,900,000, to cover anticipated Services.

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

1. The Executive Director is authorized and directed to execute Amendment No. 3 to the Agreement.
2. The President, Vice President, Secretary, any Assistant Secretary, Executive Director and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and

things necessary or proper for carrying out the transactions contemplated by this Resolution.

3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority on this 15th day of May 2025.

TODD DUSENBERRY
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public
Power Authority

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
PFM FINANCIAL ADVISORS LLC**

This Amendment No. 3 (“Amendment”) to the Professional Services Agreement between the Southern California Public Power Authority (“SCPPA”) and PFM Financial Advisors LLC (“Consultant”), dated February 20, 2020, (“Agreement”) is made and entered into by the Parties as of May 15, 2025, to increase the not to exceed amount set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for good and valuable consideration, the Parties agree as follows:

1. The total amount of compensation and reimbursement under the Agreement, as provided in Exhibit B of the Agreement, shall be increased from two million four hundred thousand dollars (\$2,400,000) to a new total not to exceed amount of two million nine hundred thousand dollars (\$2,900,000). Consultant shall provide notice to SCPPA prior to and upon reaching the not to exceed amount. Any services provided by Consultant in excess of this authorization, and without prior execution of an amendment to the Agreement by the Parties, shall be at Consultant’s sole risk and without payment.

Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The Parties may execute this Amendment by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Amendment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes, to the extent provided under applicable law, including California’s Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Amendment No. 3 to the Professional Services Agreement between Southern California Public Power Authority and Consultant on behalf of the Party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
DANIEL E GARCIA
Executive Director

Approved as to Legal Form:

CHRISTINE A. GODINEZ
General Counsel

and;

PFM FINANCIAL ADVISORS LLC

By:

MICHAEL BERWANGER
Managing Director



AGENDA ITEM STAFF REPORT

MEETING DATE:

May 15, 2025

RESOLUTION NUMBER:

2025-022

SUBJECT:

Amendment No. 2 to the Master Professional Services Agreement with K2 Design and Fabrication

DISCUSSION:

☐

OR

CONSENT:

☒

Select the appropriate box(es):

FROM:

Finance

☐

Project Development

☐

Program Development

☒

Regulatory/Legislative

☐

Project Administration

☐

Legal

☐

Executive Director

☐

METHOD OF SELECTION:

Competitive

☒

Cooperative Purchase

☐

Sole Source

☐

Other

☐

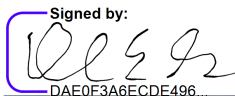
Other (Please describe):

MEMBER PARTICIPATION:

Sponsoring Member: Anaheim, Burbank, Colton

Other Members Potentially Participating: Other Members may participate as their needs dictate

Approved by Executive Director:

Signed by: 
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RECOMMENDATION:

Approve Amendment No. 2 to the Master Professional Services Agreement ("Agreement" or "MPSA") with K2 Fabrication, Inc. DBA K2 Design and Fabrication ("K2") to extend the term of the Agreement by three years and to update the fee schedule.

BACKGROUND:

K2 Design and Fabrication is a full-service exhibit production company based in Henderson, Nevada. Founded in 2002, the company specializes in creating custom exhibits, trade show rentals, customer experience centers, and mobile marketing solutions.

SCPPA was authorized to enter into a Master Professional Services Agreement with K2 through Resolution 2022-105. The Agreement provided the design, procurement, and installation of energy efficiency educational displays to promote the benefits of renewable energy sources like wind and solar as well as the benefits of SCPPA Members' energy efficiency programs. The term of the Agreement is three years with an option for SCPPA to extend for an additional three-year term.

SCPPA was authorized to enter into Amendment No.1 to the Master Professional Services Agreement through Resolution 2022-1125 to increase the not to exceed amount to \$3,000,000.

The purpose of proposed Amendment No. 2 to the Master Professional Services Agreement with K2 is to extend the term for the final 3 years, pursuant to Section 10 of the Agreement, and to update pricing as a result of rising costs of labor and materials.

Three SCPPA Members – Anaheim, Burbank, and Colton – have entered into Task Orders with K2 through SCPPA's 2022 MPSA. The K2 MPSA is currently set to expire in June 2025, and the three Members wish to continue using K2's services.

DISCUSSION:

SCPPA staff recommends that SCPPA extend the current MPSA with K2 by three years with the proposed bill rate updates discussed below. Through the Customer Programs Working Group, the three SCPPA Members that started using K2's services in 2023 requested the extension of K2's MPSA. Extending K2's MPSA would also allow other SCPPA Members to use their service to design, procure, and install energy efficiency education displays for their organization.

While the current MPSA with K2 authorizes the SCPPA Executive Director to extend the contract by one three-year term, K2 has requested a fee schedule update to account for their various cost increases, which would require SCPPA Board of Directors approval:

Item	Current Amount	Item	Proposed Amount
Warehouse	\$ 95.00	Warehouse	\$ 113.00
Production	\$ 99.00	Production	\$ 115.00
CAD Services	\$ 135.00	CAD Services	\$ 155.00
Graphic Design	\$ 135.00	Graphic Design	\$ 155.00
Project Management	\$ 135.00	Project Management	\$ 155.00
Storage (per Cu. Ft.)	\$ 0.25	Storage (per Cu. Ft.)	\$ 0.35

- **Scope of Services:**

K2's scope includes, but is not limited to, the following core services:

Plan, design, install, and maintain exhibits and/or interactive displays, in like quality and style to existing exhibits and/or displays, to demonstrate utility programs and services including, but not limited to:

- Exhibits – Exhibits for tradeshow, mobile marketing, business briefing centers, education centers, museums and similar environments. The scope includes kiosks, interactive exhibits and displays, and meeting rooms. The Exhibits/Displays will include, but not be limited to, information on/demonstration of the following categories/types:
 - Energy efficiency/conservation measures and technologies implemented by customers/Members
 - Load management measures and technologies
 - Customer engagement and outreach
 - Smart Grid applications to improve electric system operations
 - Renewable Energy Resources
- Design Services – Design services based on client input of requirements for the intended use and activation; 3D renderings of exhibit space.
- Fabrication – Custom fabrication based on design specifications. Fabrication services include production drawings, physical build and applicable set-up drawings; Provide all related hardware, replacements, software, support and warranties for materials used in exhibits/displays; Provide all related programming software to operate or use the exhibit/display materials; Provide internet service as necessary to operate or use the exhibit/display materials

- **Selection Method:**

SCPPA issued a competitive solicitation for Design, Procurement, and Installation Services on November 8, 2021. The submittal deadline for the RFP was December 9, 2021.

A total of two (2) proposals were received and evaluated by staff at SCPPA, Burbank, Colton, and Los Angeles based on product/service offering, fees and cost competitiveness of product/service offering, qualifications, experience, skills required to provide the required services, demonstration of project management abilities, and references.

Evaluators requested presentations from the respondents for clarification and demonstration purposes of their proposal offering. The scores for the presentations were combined into the original proposal evaluation.

K2 was selected as the most qualified and cost-effective firm out of respondents to SCPPA's competitive solicitation.

- **SCPPA's Authority:**

SCPPA has the authority to execute this Agreement in accordance with the California Joint Exercise of Powers Act, the SCPPA Joint Powers Agreement and the provisions of Section 9615 of the California Public Utilities Code ("Section 9615"). The SCPPA Joint Powers Agreement provides SCPPA with the authority to develop, finance, construct, operate and maintain electric

energy generation and transmission projects. SCPPA's ability to exercise this right is supplemented by the requirements of Section 9615 which requires that each local publicly owned electric utility, in procuring energy, "shall first acquire all available energy efficiency and demand reduction resources that are cost effective, reliable and feasible." As a local publicly owned utility, as that term is defined by the California Public Utilities Code, SCPPA and its Members are subject to the requirements of Section 9615. This Agreement for the design, procurement, and installation of energy efficiency educational displays will help satisfy the energy efficiency and demand reduction requirements of Section 9615 by providing direct public engagement that educates customers on energy efficiency and demand reduction.

FISCAL IMPACT:

The MPSA has a not-to-exceed amount of three-million dollars (\$3,000,000.00). No additional funding will be required for this Amendment.

There is de minimis impact on SCPPA's Administrative and General budget outside of staff time to administer the Agreement.

Participating Members will have committed in writing to paying for any and all services procured from K2 under the Agreement pursuant to separate Task Orders to be signed by each SCPPA Member that elects to receive such services from K2.

ATTACHMENTS:

1. Resolution No. 2025-022
2. MPSA Amendment No. 2

RESOLUTION NO. 2025-022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND K2 FABRICATION, INC. DBA K2 DESIGN AND FABRICATION TO EXTEND THE TERM OF THE AGREEMENT AND UPDATE THE RATE SHEET PROVIDED IN EXHIBIT B OF THE AGREEMENT

WHEREAS, the Southern California Public Power Authority (“SCPPA” or “the Authority”) owns interests in various generation and transmission projects, the output or services of which has been sold to Members of the Authority (“Members”); and

WHEREAS, certain Members are engaged in the generation, transmission, and distribution of electrical energy to retail customers, including assisting such customers with the efficient use of said energy; and

WHEREAS, SCPPA's ability to exercise this right is supplemented by the requirements of Section 9615 of the California Public Utilities Code ("Section 9615") which requires that each local publicly owned electric utility, in procuring energy, “shall first acquire all available energy efficiency and demand reduction resources that are cost effective, reliable and feasible”; and

WHEREAS, as a local publicly owned utility, as that term is defined by the California Public Utilities Code, SCPPA and its members are subject to the requirements of Section 9615; and

WHEREAS, to satisfy the requirements of Section 9615, SCPPA issued a competitive solicitation for services related to the design, procurement, and installation of energy efficiency educational displays to promote the benefits of renewable energy sources like wind and solar as well as the benefits of SCPPA Members’ energy efficiency programs (the “Services”); and

WHEREAS, after the conclusion of the competitive solicitation, the SCPPA Board adopted Resolution 2022-105, pursuant to which SCPPA executed a Master Professional Services Agreement (the “Agreement”) with K2 Fabrication, Inc. DBA K2 Design and Fabrication (“Consultant”) to provide the Services; and

WHEREAS, on May 18, 2023, the SCPPA Board adopted Resolution 2021-125, pursuant to which SCPPA executed Amendment No. 1 to the Agreement to increase the contract not to exceed amount from five hundred thousand USD (\$500,000) to three million USD (\$3,000,000); and

WHEREAS, the parties now desire to extend the term of the Agreement for one (1) additional term of three (3) years and increase the costs for Services provided pursuant to the Agreement.

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

1. The Executive Director is authorized and directed to execute Amendment No. 2 to the Agreement.
2. The President, Vice President, Secretary, any Assistant Secretary, Executive Director and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.
3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 15th day of May 2025.

PRESIDENT
TODD DUSENBERRY
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
DANIEL E GARCIA
Southern California Public
Power Authority

**AMENDMENT NO. 2
TO THE MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
K2 FABRICATION, INC. DBA K2 DESIGN AND FABRICATION**

This Amendment No. 2 to the Master Professional Services Agreement between the Southern California Public Power Authority ("SCPPA") and the K2 Fabrication, Inc. DBA K2 Design and Fabrication ("Consultant") (the "Agreement"), is made and entered into this 15th day of May 2025.

WHEREAS, on June 16, 2022, the SCPPA Board of Directors adopted Resolution 2022-105 to authorize SCPPA to execute the Agreement; and

WHEREAS, on September 15, 2022, SCPPA Board of Directors adopted Resolution 2022-125 to authorize SCPPA to execute Amendment No. 1 to the Agreement to increase the contract not to exceed amount from five hundred thousand dollars (\$500,000) to three million dollars (\$3,000,000); and

WHEREAS, SCPPA and Contractor desire to extend the term of the Agreement for one (1) additional term of three (3) years and increase the price for services provided in the Exhibit B of the Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for good and valuable consideration, the Parties agree as follows:

1. Exhibit B of the Agreement shall be superseded and replaced with Exhibit 1 of this Amendment No. 2 to the Agreement.
2. The term of the Agreement shall be extended for one (1) additional term of three (3) years so that the Agreement shall expire on June 15, 2028.
3. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Amendment No. 2 to the Agreement on behalf of the party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
DANIEL E GARCIA
Executive Director

Approved as to Legal Form:

ARMANDO V. ARBALLO
Assistant General Counsel

and;

K2 FABRICATION, INC. DBA K2 DESIGN AND FABRICATION

By: _____
NAME (IN CAPS)
Title

EXHIBIT 1

COMPENSATION SCHEDULE AND HOURLY FEES

In no event shall SCPPA's payment obligations to Consultant for all Services performed or for any other reason exceed **three million USD (\$3,000,000.00)**.

Projects are quoted per project based on design criteria and support requirements and based on the hourly rates provided below.

K2 Design and Fabrication Rate Sheet

Item	2025-2028
Warehouse	\$ 113.00
Production	\$ 115.00
CAD Services	\$ 155.00
Graphic Design	\$ 155.00
Project Management	\$ 155.00
Storage (per Cu. Ft.)	\$ 0.35

All travel must be preapproved in writing by SCPPA or the applicable Participating Member. As a public agency, SCPPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.



AGENDA ITEM STAFF REPORT

MEETING DATE:

May 15, 2025

RESOLUTION NUMBER:

2025-075

SUBJECT:

Revised SCPPA Investment Policy

DISCUSSION:
☐
OR
CONSENT:
☒
Select the appropriate box(es):
FROM:

Finance

☒

Project Development

☐

Program Development

☐

Regulatory/Legislative

☐

Project Administration

☐

Legal

☐

Executive Director

☐
METHOD OF SELECTION:

Competitive

☐

Cooperative Purchase

☐

Sole Source

☐

Other

☐
Other (Please describe):

N/A

MEMBER PARTICIPATION:

Sponsoring Member: N/A

Other Members Potentially Participating: N/A

Approved by Executive Director:

Signed by:

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RECOMMENDATION:

Approve Resolution No. 2025-075 adopting the revised SCPPA Investment Policy.

BACKGROUND:

The SCPPA Investment Policy ("Policy") provides overall direction in the form of policies, guidelines and procedures regarding cash management and investment activities. The Policy was last updated on May 16, 2024 with the Board of Directors ("Board") approval of Resolution No. 2024-071. Per the

Policy, the Investment Policy shall be reviewed at least once a year “to ensure its consistency with the overall objectives of safety, liquidity, and yield/return, as well as its relevance to current law and financial and economic trends.”

DISCUSSION:

The proposed updates reflect minor clerical and clarification changes on pages 6, 7, 8, 10, 11, and 12 of the Policy. A copy of the Policy showing the proposed revisions in the redlined form accompanies this Staff Report.

The proposed revised Investment Policy was reviewed by the Investment Committee on May 5, 2025, and presented to the Finance Committee on May 5, 2025. The Investment Committee recommended that the Board approve the revised Policy.

- **SCPPA's Authority:**

In accordance with the California Joint Exercise of Powers Act and the SCPPA Joint Powers Agreement, SCPPA is authorized to maintain policies and guidelines to manage funds and other financial assets in the course of conducting the activities of its generation and transmission projects.

FISCAL IMPACT: There is no fiscal impact in revising the SCPPA Investment Policy.

ATTACHMENTS:

1. Resolution No. 2025-075
2. Revised SCPPA Investment Policy

RESOLUTION NO. 2025-075

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY APPROVING AND ADOPTING A REVISED INVESTMENT POLICY FOR THE AUTHORITY

WHEREAS, the Southern California Public Power Authority (“the Authority” or “SCPPA”) was created in 1980 pursuant to the Joint Exercise of Powers Act (California Government Code § 6500 *et seq.* (the “Act”)), by its Members for the purpose of jointly undertaking the planning, financing, development, acquisition, construction, improvement, betterment, operation, and maintenance of projects for the generation or transmission of electric energy, including the development, acquisition and delivery of secure, long-term reliable supplies of renewable conventional electric energy; and

WHEREAS, the Authority manages funds and other financial assets on behalf of its Members in the course of conducting the activities for which it was formed; and

WHEREAS, it is necessary and desirable that the Authority have a written policy to provide guidance and direction to the appropriate personnel with respect to the management and investment of such funds and financial assets; and

WHEREAS, pursuant to Resolution No. 2024-071, the Board of Directors (Board) approved a revised Investment Policy; and

WHEREAS, the Investment Policy provides in relevant part that it “shall be reviewed at least once a year to ensure its consistency with the overall objectives of safety, liquidity, and yield/return, as well as its relevance to current law and financial and economic trends;” and

WHEREAS, the proposed 2025 revisions to the Investment Policy were reviewed by the Investment Committee on May 5, 2025, and presented to the Finance Committee on May 5, 2025, and the Investment Committee recommended that the Board approve such revisions.

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

1. The Board hereby approves the revised Investment Policy in the form presented to the Board in connection with its consideration of this matter.
2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION No. 2025-075 is approved and adopted by the Authority this 15th day of May 2025.

TODD DUSENBERRY
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public
Power Authority



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

INVESTMENT POLICY

Approved by Resolution No. 202~~45-XXX071~~ at the May 16, 202~~54~~, meeting of the Board of Directors of the Southern California Public Power Authority.

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APPENDICES:

APPENDIX A - DELEGATION OF AUTHORITY

APPENDIX B - GUIDELINES AND PROCEDURES ON BROKER SELECTION

SCPPA INVESTMENT POLICY

I. INTRODUCTION

The Southern California Public Power Authority's ("SCPPA") Investment Policy ("Investment Policy") provides overall direction in the form of policies, guidelines, and procedures regarding cash management and investment activities.

This Investment Policy has been reviewed by the Finance Committee, recommended for SCPPA Board of Directors ("Board") approval by the Investment Committee, and adopted by the Board. It is intended that this document act as a reference source for use by investment personnel, the Investment Committee, management, and both internal and external auditors. The Investment Policy, guidelines, and accounting controls were developed over time to ensure consistent investment practices, increased control, and establishment of audit trails.

II. INVESTMENT AUTHORITY/SCOPE

SCPPA's investment function operates within a legal framework established by Sections 6509.5 and 53600 et seq. of the California Government Code (the "Code"), Indentures of Trust, instruments governing financial arrangements entered into by SCPPA to finance and operate Projects, and this Investment Policy. The Indentures of Trust authorize the establishment of specific Project funds and accounts, specify how monies are to be applied, and name third party Trustees.

This Investment Policy applies to all financial assets held by SCPPA in Project funds and accounts, the Project Stabilization Fund, Decommissioning Trust Funds, Reclamation Trust Funds, Prepayment accounts, Power Purchase Agreement accounts, and any other funds unless otherwise exempted ("Investment Funds"). Certain investment vehicles not referred to herein, such as guaranteed rate investment agreements, flexible repurchase agreements or debt service forward agreements, may only be entered into upon approval of the Board.

In addition to the Investment Policy, certain funds must also adhere to other governing documents, such as criteria and standards developed by the Palo Verde Nuclear Generating Station's Termination Funding Committee, the San Juan Mine Reclamation Trust Investment Committee, and the San Juan Decommissioning Trust Investment Committee.

Funds available for investment include proceeds from bonds and notes sales, billing payments from SCPPA participants, maturities of previous investments, interest earnings, exchanges of securities and net swap receipts. Funds are managed and invested on a separate accounting basis and principal and earnings are credited and allocated to designated funds or accounts as outlined in each Project's Indenture of Trust, or in Board Resolution 2016-084, which amended and superseded Resolution 1996-7 for the establishment of the Project Stabilization Fund, or other governing documents, as applicable.

Any reference herein to portfolio shall mean a separate portfolio for each Project that includes the total of Project cash, cash equivalents, and securities held in Project funds or accounts created by an Indenture of Trust for the issuance of bonds or notes. For investment activity and reporting purposes, the Project Stabilization Fund, the Palo Verde Project Decommissioning Trust Funds, the San Juan Mine Reclamation Trust Fund, and the San Juan Decommissioning Trust Fund are considered separate Project portfolios apart from the Projects to which they are related.

III. DELEGATION OF AUTHORITY TO AUTHORIZED REPRESENTATIVES

The Authorized Representatives of the Authority for purposes of investing Authority funds shall be those employees of the Los Angeles Department of Water and Power (LADWP) as designated by the Authority's Board of Directors. Such employees are listed in paragraph 1(a) of Appendix A, which is attached hereto and incorporated by this reference as though set forth in full.

No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the LADWP Assistant CFO and Treasurer. Only persons authorized by the Authority's Board of Directors can invest the monies in the Project Funds.

IV. INVESTMENT OBJECTIVES

All financial assets should be invested prudently to earn a reasonable return prior to specific application of funds. Investments shall be made with precision and care considering the probable safety of the capital as well as probable income to be derived. SCPPA will administer an investment program that will ensure the accomplishment of three specific objectives. These objectives are ranked below in order of importance.

1. Safety

SCPPA's first objective is to preserve the portfolio's value by establishing a system of controls that are adequate to protect against fraud or mismanagement and by instituting prudent practices to manage portfolio risk.

Investments shall be undertaken in a manner which first seeks to ensure the preservation of principal in the portfolio. The LADWP's SCPPA Investment Manager shall evaluate or cause to have evaluated each potential investment, seeking both quality in issuer and in underlying security or collateral, and shall diversify the portfolio to reduce exposure to loss.

2. Liquidity

SCPPA's second objective is to ensure that investments are consistent with each individual Project Fund's cash needs, and allow rapid conversion to cash without substantial loss in value. Liquidity may be achieved by either matching the investment horizon of financial assets with the cash flow requirements of the Project funds, and/or purchasing investments that are readily marketable.

3. Yield/Return

SCPPA's third objective is to achieve the maximum yield/return without compromising the safety and liquidity of principal.

V. INVESTMENT COMMITTEE

The Investment Committee ("Committee") shall consist of the President of SCPPA or his/her designee (who shall be the chair of the Investment Committee), the LADWP Assistant CFO and Treasurer or his/her designee, the Executive Director of SCPPA, or his/her designee, a member of the Finance Committee appointed by the Executive Director, and the SCPPA Chief Financial Officer.

The Committee shall meet on an as needed basis (but not less frequently than annually) to approve revisions to the Investment Policy (if any), to determine general investment strategies, and to monitor investment results.

The Committee meetings may include, but are not limited to, discussions of such topics as: 1) the overall economic and market outlook; 2) the diversification and maturity structure of the current investment portfolio; 3) potential risks to SCPPA's funds; 4) current status of all authorized brokers and dealers; and 5) the yield/return achieved on the investment portfolio.

The Committee shall oversee the active management of each Project portfolio; review internal controls; review Investment Policy, guidelines and procedural changes; establish its own rules of procedure; and perform such other duties as may be assigned to it through the Investment Policy or upon motion by the Board.

VI. STANDARD OF CARE

Investment personnel shall use the "Prudent Investor" standard when investing monies in the Investment Funds. This standard shall be applied in the context of managing all aspects of the Investment Funds.

The Code Section 53600.3 states that

"... all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds

pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

VII. INTERNAL CONTROLS

The LADWP Assistant CFO and Treasurer shall establish a system of internal controls to provide reasonable assurance that the Investment Funds’ objectives are met and to ensure that the Investment Funds’ assets are protected from fraud, loss, theft, and misuse. This system of internal controls shall be reviewed by SCPPA’s external auditors. The LADWP Assistant CFO and Treasurer shall also be responsible for ensuring that all investment transactions comply with the Investment Policy, and shall ensure that investment guidelines and procedures are updated as required to include explicit delegation of authority to persons or positions responsible for investment transactions.

An independent public accounting firm audits SCPPA activities annually, including reviews of investment transactions and procedures. LADWP’s internal audit staff conducts periodic audits as well. LADWP’s SCPPA Accounting Section independently verifies investment transactions by accounting for fund balances and reconciling monthly bank statements.

VIII. INVESTMENT OF FUNDS

A. AUTHORIZED INVESTMENTS

The investment of SCPPA’s Investment Funds is governed by California Government Code Sections 53600 through 53686. Additional limitations may be imposed from SCPPA’s evolving investment practices.

While each Project shall comply with its own governing documents and seek to comply with the Investment Policy’s percentage limitations on a stand-alone basis, if practical, compliance with the percentage limitations established in this Investment Policy will be evaluated on a combined basis across all funds invested under this Investment Policy. Percentage limitations on the purchase of securities apply at the time of purchase. Long-term credit ratings, where shown, specify the minimum credit rating category required at purchase without regard to modifiers (+/- or 1, 2, 3) ~~modifiers~~, if any. For split-rated securities, the security’s or issuer’s highest applicable rating issued by a nationally-recognized statistical

rating organization (“NRSRO”) will be used for determining the security’s compliance with this Investment Policy.

Should an investment percentage-of-portfolio limitation be exceeded due to an incident such as fluctuation in portfolio size, the affected securities may be held to maturity to avoid realizing losses.

Investment instruments authorized for the Investment Funds are as follows:

1. **U.S. GOVERNMENT SECURITIES** such as U.S. Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category, although a five-year maturity limitation is applicable except for investments in the Debt Service Reserve Funds and the Decommissioning Trust Funds, which may be extended to 15 years.
2. **FEDERAL AGENCY AND UNITED STATES GOVERNMENT SPONSORED ENTERPRISE OBLIGATIONS** including participations or other instruments guaranteed as to principal and interest by federal agencies such as the Government National Mortgage Association (“GNMA”), the Small Business Administration (“SBA”), and the Tennessee Valley Authority (“TVA”); or U.S. government-sponsored enterprises, such as the Federal Farm Credit Bank (“FFCB”), the Federal Home Loan Bank (“FHLB”), the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Association (“FHLMC”), and the Federal Agricultural Mortgage Corporation (“FAMC”). There is no percentage limitation of the portfolio that can be invested in this category. A five-year maturity limitation is applicable except for investments in the Debt Service Reserve Funds and Decommissioning Trust Funds, which may be extended to 15 years.
3. **REPURCHASE AGREEMENTS** that specify terms and conditions consistent with the Code may be transacted with banks and broker dealers. The maturity of the repurchase agreements shall not exceed 92 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the trustee bank/custodian and shall not be allowed to fall below 102% of the value of the repurchase agreement. A Public Securities Association (“PSA”) Master Repurchase Agreement is required between SCPPA and the broker dealer or financial institution for all repurchase agreements transacted. Purchases of repurchase agreements may not exceed 50% of the cost value of the portfolio. A maximum of 10% of the portfolio may be invested in any one issuer name.
4. **NEGOTIABLE CERTIFICATES OF DEPOSITS** issued by nationally or state-chartered banks, state or federal savings associations, a state or federal credit union or a federally-licensed or state-licensed branch of foreign bank

(Yankee CDs) of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by at least two NRSROs. Purchases of negotiable certificates of deposit may not exceed 30% of the cost value of the portfolio. A maximum of 10% of the portfolio may be invested in any one issuer name. A maturity limitation of one year is applicable.

5. **BANKER’S ACCEPTANCES** also known as bills of exchange or time drafts drawn on and accepted by commercial banks of “prime” quality of the highest ranking or of the highest letter and number rating (i.e., A-1, P-1, F-1, etc.) as provided for by at least two NRSROs. Purchases of banker’s acceptances may not exceed 180 days to maturity or 40% of the cost value of the portfolio. A maximum of 10% of the portfolio may be invested in any one issuer name. For Yankee Bankers Acceptances, only those of the highest credit rating (i.e., A-1+, P-1, F-1+, etc.) by at least two NRSROs may be purchased.
6. **COMMERCIAL PAPER** of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by at least two NRSROs. To be eligible for purchase, the entity that issues the commercial paper shall meet all of the following conditions in either paragraph (i.) or paragraph (ii.) below:
 - i. The entity must meet the following criteria:
 1. Is organized and operating in the United States as a general corporation, and
 2. Has total assets in excess of \$500,000,000, and
 3. Has debt other than commercial paper, if any, that is rated “A” or higher, or the equivalent, by a NRSRO.
 - ii. Or, the entity must meet the following criteria:
 1. Is organized within the United States as a special purpose corporation, trust, or limited liability company, and
 2. Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bonds, and
 3. Has commercial paper that is rated “A-1” or higher, or the equivalent, by at least two NRSROs.

Purchases of eligible commercial paper may not exceed 270 days to maturity. Purchases of commercial paper may not exceed 40%¹ of the cost value of the portfolio. A maximum of 10% of the portfolio may be invested in any one issuer name.

7. **SHARES OF BENEFICIAL INTEREST ~~/–~~ MONEY MARKET FUNDS** may be purchased as allowed under the Code. Purchases of eligible shares of

¹ Effective January 1, 2026, 40% is decreased to 25% in accordance with Section 53601(h) of the Code.

beneficial interest and money market funds may not exceed 20% of the cost value of the portfolio. A maximum of 10% of the portfolio may be invested in shares of beneficial interest issued by any one diversified management company that is not a money market fund.

8. **MEDIUM TERM CORPORATE NOTES (MTNs)** issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S. with a maximum remaining maturity of five years or less may be purchased. Securities eligible for investment shall be rated in a rating category of “A” or its equivalent or better by a NRSRO. Purchases of medium-term notes may not exceed 30% of the cost value of the portfolio. A maximum of 10% of the portfolio may be invested in any one issuer name.
9. **MORTGAGE-BACKED AND ASSET-BACKED OBLIGATIONS** rated in a rating category of “AA” or its equivalent or better by a NRSRO. Purchases of these securities may not exceed 20% of the cost value of the portfolio and are limited to a maturity of no longer than five years. A maximum of 10% of the portfolio may be invested in any one issuer name.
10. **CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)** is a State of California managed investment pool which may be used up to the maximum permitted by California State law. Funds may be deposited in LAIF whenever permitted by policies established by the State Treasurer.
11. **STATE OF CALIFORNIA OBLIGATIONS** such as warrants, treasury notes, or bonds, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State with a maximum remaining maturity of five years or less may be purchased. Securities eligible for investment shall be rated in a rating category of “A” or its equivalent or better by a NRSRO at the time of purchase. There is no percentage limitation of the portfolio that can be invested in this category except that a maximum of 10% of the cost value of the portfolio may be invested in any one issuer of the State, department, board, agency, or authority of the State.
12. **CALIFORNIA LOCAL AGENCY OBLIGATIONS** such as notes, warrants, or bonds, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency with a maximum remaining maturity of five years or less may be purchased. Securities eligible for investment shall be rated in a rating category of “A” or its equivalent or better by a NRSRO at the time of purchase. Authorized investments in this category include securities issued by SCPA if allowed by Federal legislation without tax consequences. Purchases of obligations

issued by any SCPPA member agencies, if allowed by Federal legislation without tax consequences, shall only be permitted to be purchased under certain circumstances with prior approval of the SCPPA Finance Committee. There is no percentage limitation of the portfolio that can be invested in this category. Investments in securities issued by SCPPA may be purchased up to a maximum of 20% of the cost value of the portfolio. For all other California local agency obligations, a maximum of 10% of the cost value of the portfolio may be invested in any one issuer.

13. **STATE (OTHER THAN CALIFORNIA) OBLIGATIONS** such as notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California, with a maximum remaining maturity of five years or less may be purchased. Securities eligible for investment shall be rated in a rating category of “A” or its equivalent or better by a NRSRO at the time of purchase. There is no percentage limitation of the portfolio that can be invested in this category except that a maximum of 10% of the cost value of the portfolio may be invested in obligations issued by any one state.
14. **SUPRANATIONALS** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank ~~of~~for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments shall be rated “AA” or better, or the equivalent, by a NRSRO. Purchases of supranationals may not exceed 30% of the cost value of the portfolio. A maximum of 10% of the portfolio may be invested in any one issuer name.
15. **PLACEMENT SERVICE DEPOSITS** placed through a deposit placement service that meet the requirements of Code Section 53601.8 may be purchased. For certificates of deposits placed through this section, the maximum term shall be one year or less. Purchases of Placement Service Deposits may not exceed 30% of the cost value of the portfolio. A maximum of 10% of the cost value of the portfolio may be submitted to any one private sector entity that assists with the placement of deposits.

The following table summarizes investment parameters, by instrument, that have been established for SCPPA's Investment Funds.

TABLE 1
ELIGIBLE SECURITIES AND LIMITATIONS

Instrument	Maximum Maturity	Maximum Concentration	
		By Category	By Issuer
U.S. Government Securities	5 years; 15 years for Debt Service Reserve Funds and Decommissioning Trust Funds	100%	100%
Federal Agency and U.S. Government Sponsored Enterprise Obligations	5 years; 15 years for Debt Service Reserve Funds and Decommissioning Trust Funds	100%	100%
Repurchase Agreements	92 days	50%	10%
Negotiable CDs	1 year	30%	10%
Banker's Acceptances	180 days	40%	10%
Commercial Paper	270 days	40% ²	10%
Shares of Beneficial Interest/Money Market Funds	N/A	<u>20%</u> / 20%	<u>10%</u> / 20%
Medium Term Corporate Notes	5 years	30%	10%
Mortgage-Backed and Asset-Backed Obligations	5 years	20%	10%
California Local Agency Investment Fund	As established by the State Treasurer		
State of California Obligations (Maximum of 10% may be invested in any one issuer)	5 years	100%	10%
California Local Agency Obligations	5 years	100%	10%*
State (Other than California) Obligations	5 years	100%	10%
Supranationals	5 years	30%	10%
Placement Service Deposits	For CDs: 1 year, Deposits: N/A	30%	10%

*For California local agency obligations, a maximum of 10% may be invested in any one issuer, except for obligations issued by SCPPA, in which a maximum of 20% may be invested, if allowed by Federal legislation without tax consequences.

² Effective January 1, 2026, 40% is decreased to 25% in accordance with Section 53601(h) of the Code.

B. MAXIMUM MATURITIES

The maximum maturity for permissible investments is five years, unless otherwise specified in the Code. However, investments may be purchased with a remaining maturity of greater than five years provided the SCPPA Board grants express authority to make the investment at least three months prior to purchase.

The maturity limitation for investment in United States Treasury, Federal Agency, and Government Sponsored Enterprise securities in the Project Debt Service Reserve Funds and the Palo Verde Project Decommissioning Trust Funds is 15 years. All other Project investments, excluding long-term commitments or agreements approved by the SCPPA Board, are restricted to five years or less as set forth herein.

An investment's term or remaining maturity shall be measured from the settlement date to final maturity. Unless otherwise allowed under the Code, a security purchased shall not have a forward settlement date exceeding 45 days from the time of investment.

C. PROHIBITED INVESTMENTS

No investment shall be authorized that has the possibility of returning a zero or negative yield if held to maturity, except as allowed under the Code, prior to January 1, 2026, for U.S. Government Securities pursuant to Section 53601.6 of the Code, in the event of, and for the duration of, a period of negative market interest rates. Prohibited investments include, but are not limited to, inverse floaters, range notes, or interest-only strips derived from a pool of mortgages.

D. EQUITY-LINKED NOTES (ELNS)

An ELN is a debt obligation of the U.S. Treasury, an Agency, or a corporate issuer that provides a return that is tied to the performance of a particular stock index or basket of stocks such as the Standard & Poor's 500, the Dow Jones Industrial Average or NASDAQ. Little or no semiannual coupon is paid. At maturity, the principal is repaid plus a return based on the performance of the chosen index. This return is referred to as the Supplemental Redemption Amount. The Supplemental Redemption Amount may be zero, but cannot be less than zero.

ELNs are categorized as medium-term corporate notes and are subject to the constraints set forth in the Government Code. Investments in ELNs are restricted to 5 percent of the cost of the Decommissioning Trust Funds' portfolio. In addition, investment in any one issuer may not exceed 5 percent of the cost of the portfolio. The total invested in any one issuer shall not exceed 5 percent of the issuer's net worth.

At a minimum, a guaranteed rate of return of 1 percent shall be required for this type of note. The equity participation rate shall be adjusted to achieve this minimum requirement

ELNs may only be purchased for the Decommissioning Trust Funds.

E. INTEREST EARNINGS

All moneys earned and collected from investments authorized in this investment policy shall remain in the individual Project Funds or accounts.

F. PORTFOLIO MANAGEMENT ACTIVITY

SCPPA's investment program shall seek to augment returns consistent with the intent of this policy, identified risk limitations, and prudent investment principles. These objectives may be achieved through the use of any strategies and/or combination of strategies listed below.

Active Portfolio Management. The portfolio yield may be enhanced with limited and calculated increases in risk through active fund and cash flow management taking advantage of current economic and interest rate trends.

Portfolio Maturity Management. Investment personnel shall evaluate current and expected interest rate yields and necessary cash flow requirements when structuring the maturity composition of the portfolio. It is recognized that in normal market conditions, longer maturities produce higher yields. However, securities with longer maturities also experience greater price fluctuations when interest rate levels change.

Exchange of Securities. A security swap involves switching one security for another and is entered into for a variety of reasons. Swaps are executed to increase portfolio yield, to lengthen or shorten maturities or duration, to take a profit, or to improve investment quality.

SCPPA may take advantage of security swap opportunities to improve the overall portfolio yield. A swap that improves the portfolio yield may be selected even if the transaction results in an accounting loss. Documentation of swaps will be included in SCPPA's permanent investment file documents. Under no circumstances shall a swap be used solely for purposes of speculation. Any such exchange shall be simultaneous (same day execution of sale and purchase) and shall be approved by the LADWP Assistant CFO and Treasurer. Realized gains and losses from such exchange shall be reported to the SCPPA Board monthly.

Competitive Bidding. Competitive bidding is required for all investment transactions except for new issue securities, securities bought directly from the issuer, and liquidation to reduce future losses on securities of companies with financial difficulties that are or are expected to experience rapidly declining market value. When competitive bidding is required, at least three bidders must be contacted for the purchase and sale of any security. When competitive bidding is not required, the price of the trade should be compared to an independent financial source to verify current market pricing, and such pricing must be documented for auditing purposes.

G. COLLATERAL REQUIREMENTS

Security collateral is required for investments in repurchase agreements. Repurchase agreements executed with approved brokers or dealers must be collateralized with either U.S. Government Securities, or Federal Agency and U.S. Government Sponsored Enterprise obligations.

In order to reduce market risk, the market value of the collateral (principal and accrued interest) shall be at least 102 percent of the repurchase agreement. Since the market value of the underlying securities is subject to daily market fluctuations, investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day. Use of mortgage-backed securities for collateral is not permitted with the exception of securities lending transactions. The applicable custodian/trustee shall be responsible for monitoring the collateral for compliance with the above requirements.

H. LIMIT MARKET EROSION

The longer the maturity of securities, the greater the market price volatility. Therefore, it is the general policy of SCPPA to limit the potential effects from erosion in market values by adhering to the guidelines below.

- All immediate and anticipated liquidity requirements will be addressed before purchasing any investments.
- Maturity dates for investments will coincide with significant cash flow requirements where possible.
- All long-term securities will be purchased with the intent to hold investments to maturity under then prevailing economic conditions. However, SCPPA may sell or trade a security prior to maturity if prevailing economic conditions make it advantageous to do so.

I. DIVERSIFICATION

Assets held in the Investment Funds shall be diversified to minimize the risk of loss resulting from an over-concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

J. SAFEKEEPING

All securities purchased shall be delivered against payment and held in safekeeping pursuant to a safekeeping agreement with a third-party custodian/trustee. All financial institutions which provide safekeeping services for SCPPA shall be required to provide safekeeping receipts and ongoing reports to verify securities taken into possession. The only exceptions to the foregoing shall be collateralized and/or insured time deposits, LAIF, and money market funds since these securities are non-deliverable. Evidence of each of these investments shall be maintained by the custodian/trustee.

Securities held in custody for SCPPA shall be independently audited on an annual basis to verify investment holdings. Any exceptions to this safekeeping policy must be approved by the LADWP Assistant CFO Treasurer in writing and included in reports to the Board and the Investment Committee.

K. RISKS

SCPPA recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Project diversification is employed as a means to control risks in addition to prudent selection of securities by investment personnel.

No individual investment transaction shall be undertaken which jeopardizes the capital position of any Project portfolio. In the event of a default or downgrade below the minimum criteria set forth in the Investment Policy of a specific issuer, the LADWP's SCPPA Investment Manager shall proceed to immediately evaluate the security for possible liquidation.

IX. AUTHORIZED BROKERS/DEALERS

The LADWP Assistant CFO and Treasurer shall maintain a list of broker/dealers authorized to provide investment services to SCPPA. An authorized broker or dealer must acknowledge in writing to the LADWP Assistant CFO and Treasurer that the broker has received and read a copy of this Investment Policy before conducting trades on behalf of SCPPA. All brokers or dealers will be selected based upon an evaluation of their credentials as outlined in Appendix B attached hereto and made a part hereof as though set forth in full.

X. SECURITIES LENDING

The LADWP Assistant CFO and Treasurer is authorized to engage an agent or agents to perform securities lending activities for the Projects or allow trustee/custodian banks to subcontract for such services. Securities lending shall be governed by separate SCPPA securities lending policies, procedures, and guidelines.

XI. REPORTING

The LADWP Investment Manager shall submit monthly and quarterly investment reports to the SCPPA Executive Director and the SCPPA Finance Committee.

1. Monthly Investment Reports

The monthly report summarizes total investment cost, carrying value, market value, portfolio yield, duration to maturity, and the weighted average cost of borrowed capital for each Project portfolio. The report also provides a comparative current vs. one-year historical yield curve for U.S. Treasuries maturing within one month to five years.

Funds held and invested in the Project Stabilization Fund shall be reported monthly to the individual participating members.

2. Quarterly Investment Reports

The quarterly report shall be provided to the Executive Director and the Board in accordance with the Code Section 53646. The quarterly report shall contain statements indicating the compliance of the portfolios to this Investment Policy and the ability of the portfolios to meet their expenditure requirements for the next six months.

The quarterly report, in addition to the summary level information provided in the monthly report format, includes current yield vs. yield to maturity, dollar and percentage return on investments, budgeted vs. actual earnings, investments' carrying value vs. market value, weighted-average portfolio life, and portfolio duration to maturity. Composition of each Project portfolio shall be shown by security type, by dealer coverage, and time remaining for security types.

Excluded from portfolio performance calculations in the quarterly report are investments of bond proceeds in escrow funds relating to refundings of Project bonds. After the retirement of the refunded bonds on their respective call dates, the escrowed funds will be spent and the accounts will be closed.

3. Annual Reports

An annual funding status report (AFSR) is prepared for the Palo Verde Project Decommissioning Trust Funds and submitted to the Termination Funding Committee as required by the Palo Verde Arizona Nuclear Power Project Participation Agreement. After approval by the Termination Funding Committee, the AFSR will be submitted to the Finance Committee for information.

An AFSR is prepared for the San Juan Project Mine Reclamation Trust Fund and submitted to the Mine Reclamation Investment Committee as required by the Mine Reclamation Investment Committee Manual. After approval and by the Mine Reclamation Investment Committee, the AFSR will be submitted to the Finance Committee for information.

An AFSR is prepared for the San Juan Project Decommissioning Trust Fund and submitted to the Decommissioning Investment Committee as required by the Decommissioning Investment Committee Manual. After approval by the Decommissioning Investment Committee, the AFSR will be submitted to the Finance Committee for information.

XII. POLICY ADMINISTRATION AND REVIEW

The Investment Policy shall be reviewed at least once a year to ensure its consistency with the overall objectives of safety, liquidity, and yield/return, as well as its relevance to current law and financial and economic trends. Any amendments to the Investment Policy shall be forwarded to the Board for approval and adoption through a Board Resolution.

Any changes or amendments to the Code resulting from legislative action by the State of California shall be deemed incorporated in the Investment Policy and shall supersede any and all previous applicable language. The Investment Policy will be revised to reflect such changes or amendments during its next submittal to the Board for approval.

INVESTMENT GUIDELINES

1. AUTHORIZATION AND RECORDS RETENTION

- a. In order to be eligible to enter into any transactions, all brokers and/or dealers must be approved as an authorized broker/dealer by the Investment Committee.
- b. Investment personnel shall maintain a listing of all institutions approved as brokers and/or dealers.
- c. Investment transactions (buys, sells, and exchanges) shall be made by means of a bid process in accordance with the competitive bidding requirements established in the Investment Policy. Records of all offers/bids shall be maintained by investment personnel and recorded on an Investment Worksheet.
- d. All payments and withdrawals from the funds (except revenue and debt service funds) require dual authorization of SCPPA officers and LADWP representatives in the form of a requisition. However, investment of participants' remittances, proceeds from bond/note sales, reinvestment of maturing or sold securities, and interest income are not subject to the requisition authorization requirements.

2. OVERSIGHT

- a. All investment transactions will be reviewed monthly by LADWP's Investment Manager for control purposes.
- b. Independent verification shall be performed by LADWP's SCPPA Accounting Section in connection with their reconciliation of monthly bank statements and fund balances.

INVESTMENT PROCEDURES

Investment personnel shall comply with the following Investment Procedures:

1. PRELIMINARY ANALYSIS AND PREPARATION

- a. Periodically review portfolio and discuss investment objectives, constraints, strategy, and cash flow needs with the LADWP's SCPPA Investment Manager and/or the LADWP Investment Manager.
- b. Study and review, on a continuing basis, the Wall Street Journal, Bloomberg's analyses of securities performance, current financial literature, and consult with investment experts concerning interest rate projections and events that may result in possible market changes.
- c. Communicate with SCPPA Accounting personnel to determine the timing and amount of expenditure requisitions on a weekly basis.
- d. Communicate with the respective custodian/trustee bank concerning receipt of participants' payments on a continuous basis.
- e. Perform cash flow analyses and review disbursement projections on a weekly basis. Discuss any unanticipated changes with appropriate personnel.
- f. Communicate with the respective custodian/trustee bank to confirm receipt of requisition(s) and agree upon amount(s) to be disbursed and the specific fund(s) and securities involved.

2. INVESTMENT ACTIVITIES

- a. Review portfolio printout for maturing investments daily.
- b. Consider all factors listed in the preliminary analysis and preparation section to determine the amount and term of the investment.
- c. To the extent practicable, contact at least three investment firms to obtain investment rates.
- d. Review description of investment offers/bids and calculated yield in Bloomberg before making final investment decisions.
- e. Record all offers/bids received on the respective daily Investment Worksheet for documentation purposes.
- f. Select broker/dealer with best offer or bid.

- g. Record transaction and winning offer/bid on the respective Investment Worksheet.
- h. Finalize purchase or sale with firm and confirm wire instructions.
- i. Print yield analysis and security description in Bloomberg.
- j. Receive trade confirmation ticket from broker/dealer through Bloomberg and review for accuracy.
- k. Attach Bloomberg printouts, confirmation, and other supporting documents to Investment Worksheet.
- l. Fax or email the Investment Worksheet to the respective Trustee. Details of each purchase or sale transaction shall include:
 - (1) Broker/dealer Name
 - (2) Type of Transaction
 - (3) Security Description
 - (4) Amounts (Par, Cost, Accrued Interest, if any)
 - (5) Fund and Account Numbers
 - (6) Maturity Date
 - (7) Settlement Date
 - (8) Rates
 - (9) Wire Instructions
- m. Input all required information into the portfolio management software. Data entry shall include:
 - (1) Investment Worksheet Reference Number
 - (2) Account Number
 - (3) Type of Security
 - (4) CUSIP
 - (5) Issuer
 - (6) Date of Purchase
 - (7) Issue Date
 - (8) Maturity Date
 - (9) Purchase Price
 - (10) Yield to Maturity/Call
 - (11) Coupon Rate
 - (12) Income Due on Interest Payment Dates
 - (13) Inter-fund Transfers of Income
 - (14) Accrued Interest Purchased
 - (15) Par Amount
 - (16) Cost
 - (17) Premium [Discount]
 - (18) Credit Rating

(19) Last Date Interest was Paid immediately prior to purchase
(20) Broker Information

- n. Print purchase/sale Tickets (Trade Ticket) and attach to Investment Worksheet.
- o. Compare electronic trade confirmation received from Broker with the Trade Tickets generated from Bloomberg and the portfolio management software to ensure correctness.
- p. Forward copy of Investment Worksheets, Trade Tickets and a copy of portfolio monthly to the LADWP's SCPPA Accounting Manager for review.
- q. Confirm weekly transactions/activities and account balance with the respective Trustee Bank's record.
- r. Reconcile total investment portfolio with monthly bank statement.
- s. Prepare monthly investment report and/or quarterly report which summarize portfolio yield, investment cost, carrying value, market value, portfolio life, and cost of capital by Project. The monthly report shall also include net payments and receipts on the outstanding swap agreements, and the market value, interest earned, and the average yield on the total funds managed by the SCPPA Investment Group. In addition, the quarterly report shall include current yield vs. yield to maturity, dollar and percentage return on investments, budgeted vs. actual interest earnings, investments' carrying value vs. market value, weighted-average portfolio life, and portfolio duration to maturity. Composition of each Project portfolio shall be shown by security type, by dealer coverage, and time remaining for security types. (See Section XI, Reporting)
- t. Submit monthly and/or quarterly report to the LADWP's Manager of Investments and Investor Relations and for review and approval.
- u. Submit approved monthly and/or quarterly report with signed cover letter to the SCPPA Executive Director.

RESOLUTION NO. 2024-072**RESOLUTION DESIGNATING AUTHORIZED
AUTHORITY REPRESENTATIVES FOR THE SOUTHERN
CALIFORNIA PUBLIC POWER AUTHORITY**

WHEREAS, the Southern California Public Power Authority (“the Authority”) in its Resolution No. 1993-8 provided in one place the designation of Authorized Authority Representatives; and from time to time, the Authority has updated such designation via subsequent Resolutions; and

WHEREAS, the Authority most recently designated Authorized Authority Representatives in its Resolution No. 2020-015; and

WHEREAS, the Authority desires to further update the designation of Authorized Authority Representatives.

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

1. The following are hereby designated as Authorized Authority Representatives:
 - (a) Each of the following employees of the Department of Water and Power of the City of Los Angeles (the “Department”), acting individually, shall be an Authorized Authority Representative for the purpose of executing and providing investment instructions to any trustee, fiscal agent or other person or entity:
 - i. Chief Financial Officer
 - ii. Assistant Chief Financial Officer and Treasurer
 - iii. Principal Utility Accountant, Manager of Finance
 - iv. Senior Utility Accountant, LADWP Investment Manager
 - v. Principal Utility Accountant, LADWP Debt Manager
 - vi. Senior Utility Accountant, SCPPA Investment Manager
 - vii. Senior Utility Accountant, LADWP Assistant Investment Manager
 - viii. Utility Accountant/Senior Utility Accountant, Assistant SCPPA Investment Manager
 - (b) Each of the following officers of the Authority or employees of the Department shall be an Authorized Authority Representative for the purpose of executing and filing Authority requisitions and payment requests submitted by the Department as Fiscal Agent of the Authority with any trustee, fiscal agent or other person or entity; provided, that, each such requisition or payment request shall be executed by one such officer from Column I and one such Department employee from Column II:

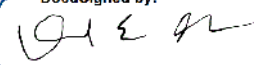
Column I	Column II
(Authority Officers)	(Department Employees)
President	Chief Financial Officer
Vice President(s)	Assistant Chief Financial Officer and Treasurer
Executive Director	Principal Utility Accountant, Finance and Risk Control
Chief Financial and Administrative Officer	SCPPA Accounting Manager
Secretary	Principal Utility Accountant, Manager of Finance
Assistant Secretary	

- (c) Each of the officers of the Authority listed in Column I of clause (b), acting individually, shall be an Authorized Authority Representative for all other purposes.
2. This Resolution shall apply to all projects and undertakings of the Authority, provided, that, by future resolution specifically referring to this Resolution the Board of Directors may make this Resolution inapplicable in the circumstances specified in such future resolution.
 3. To the extent that Resolution No. 2020-015 is inconsistent with the provisions of this Resolution, such inconsistent provisions of Resolution No. 2020-015 is hereby superseded by this Resolution to the extent of such conflict as of the effective date of this Resolution.
 4. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 16th day of May 2024.

DocuSigned by:

 833FBEEF721AD428...
TIKAN SINGH
PRESIDENT
 Southern California Public
 Power Authority

ATTEST:
 DocuSigned by:

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DANIEL E GARCIA
ASSISTANT SECRETARY
 Southern California Public
 Power Authority



SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

GUIDELINES AND
PROCEDURES ON BROKER
SELECTION

APPENDIX B

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GUIDELINES AND PROCEDURES ON INVESTMENT BROKER/DEALER SELECTION

Sections IX of the Southern California Public Power Authority (“SCPPA”) Investment Policy (“Investment Policy”) and Section 1(a) of the Investment Guidelines requires investment personnel to conduct trades on behalf of SCPPA only with authorized investment brokers or dealers. Further, all brokers or dealers will be selected based upon the evaluation of their credentials by a committee according to the guidelines that follow.

PURPOSE

The purpose of the broker/dealer selection and review process is to ensure that the brokers/dealers who are currently authorized are qualified, and that their qualifications are constantly reviewed in a formal and timely process.

INVESTMENT COMMITTEE

The Investment Committee (“Committee”), which is described in Section V of the Investment Policy, shall review the performance of current and potential brokers/dealers, at least annually.

PERIODIC REVIEW

At each Committee meeting, the following information shall be reviewed:

- A list of the investment brokers/dealers that are currently authorized to do business with SCPPA.
- Any reports reflecting changes in financial condition that may affect the broker’s/dealer’s ability to perform.
- State certification and National Association of Securities Dealers (NASD) registrations.
- Services that are being provided by each investment broker/dealer.

-
- Percentage or absolute dollar amounts that each broker/dealer has transacted during the period being reviewed.
 - Recommendations for adding and deleting investment brokers/dealers to the authorized list.

Each investment broker/dealer shall be analyzed on his or her own merits and capabilities. A broker/dealer will be selected based on his or her commitment to service SCPPA's needs with the required expertise and financial qualifications. Based on periodic review, brokers/dealers may be removed from the authorized list.

ADDING A BROKER/DEALER

Potential brokers/dealers will be sent a copy of the most recent Investment Policy and will be requested to respond to the Broker/Dealer Questionnaire as shown in Exhibit A. The questionnaire addresses the following informational needs:

- The name of the individual or the individuals who will be authorized to transact investments with SCPPA. An officer of the broker/dealer firm should endorse this authorization in writing.
- References from at least three other entities with investment needs similar to SCPPA's requirements.
- Current audited financial statements.
- Description of the broker's/dealer's individual history of investment experience, registrations, and a disclosure of all past complaints or violations that have been lodged with the NASD within the past five years.
- Written disclosure of the distinctive qualities that the individual or his/her firm possesses which may assist SCPPA in its investment management process.
- The name of the individual's immediate supervisor and his/her contact information.

If after a review of the completed questionnaire and relevant information, the Committee believes that the individual and the broker/dealer firm can potentially

add value to the investment decision-making process in SCPPA, LADWP's SCPPA Investment Manager will interview the prospective broker/dealer.

During the interview, SCPPA's investment's objectives and strategies will be discussed including ways the prospective broker's/dealer's firm can assist in meeting these objectives. The purpose of the interview is to enable SCPPA to evaluate the qualifications of the prospective broker/dealer, and to prepare the prospective broker/dealer to receive and respond to requested services by SCPPA.

The SCPPA Investment personnel shall contact each reference to confirm the qualifications represented by the prospective broker/dealer to SCPPA.

A prospective broker/dealer may only be added to the list of authorized broker/dealers upon the approval of the Investment Committee.

Once a decision has been made to add a prospective broker/dealer, the broker/dealer and his or her supervisor will be informed of the selection in writing. Before any investment can be transacted, the broker/dealer must sign and return a certificate that the broker/dealer has read and agrees to comply with the Investment Policy.

UPDATING BROKER/DEALER FILES

Investment personnel will ensure that the current broker/dealer files are maintained and updated. On an annual basis, the broker/dealer files should be updated by the following information:

- Written letter from the broker/dealer firm naming its authorized representative(s) to transact investments with SCPPA. An officer of the firm should endorse the letter.
- Signed certification that the broker/dealer has read and agrees to comply with the Investment Policy.
- Current audited financial statements.

ADDITIONAL CRITERIA

In selecting brokers/dealers, SCPPA should focus on developing relationships with consultative brokers/dealers rather than informational brokers/dealers. SCPPA should be able to rely on this type of broker/dealer for consultation and analysis. A consultative broker/dealer has as his/her primary objective the delivery of a service that focuses on SCPPA's investment objectives and strategies including possibly providing advice on the development of future strategies and objectives and providing portfolio reports that will assist in SCPPA's investment management responsibilities. Further, such broker/dealer should have a complete understanding of the investment policy and should always consider the impact of investment transactions on the entire portfolio and subsequent changes in its risk profile.

EXHIBIT A

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

BROKER/DEALER QUESTIONNAIRE

1. Name of Firm: _____
Local Address _____

National Address: _____

(Please specify if Broker, Dealer or Primary Dealer in US Government Securities)

- ☐ Primary Dealer
☐ Dealer
☐ Broker

Name of Holding Company, if applicable

Address: _____

2. Name of Authorized Representative(s):
(Please indicate primary representative)
Name: _____ Phone No. _____
Name: _____ Phone No. _____
Name: _____ Phone No. _____
3. Please list references from at least three other organizations that may have investment needs similar to those of SCPPA.
Firm: _____
Name: _____ Phone No. _____
Firm: _____
Name: _____ Phone No. _____
Firm: _____
Name: _____ Phone No. _____

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4. Please provide a brief description of each authorized representative's individual history of investment experience, registrations, number of years in institutional sales with the firm, and current licenses. (Please attach additional sheets if necessary)

5. Please explain any complaints or violations that have been lodged with the NASD or any other regulatory agency for improper or fraudulent activities related to the sale of securities for the firm and each authorized representative within the past 5 years. (Please attach additional sheets if necessary)

6. Please provide any advantages, specialization, products or services that your firm possesses which may assist SCPPA in its investment management process. Please identify any written reports or services (e.g., portfolio analysis, risk management, total return analysis, swap analysis) that can be provided to SCPPA and how often can they be provided. Please provide samples.

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7. What precautions are taken by the firm to protect interests of the public when dealing with government agencies as investors?

8. Immediate Supervisor of the Authorized Representative(s)
Name: _____ Phone No. _____

9. Please send a copy of your most recent audited financial statements, certified documentation of capital adequacy and financial solvency, together with the original signed copy of this questionnaire to the name and address listed below.

GRACE Y. MAO
LOS ANGELES DEPARTMENT OF WATER & POWER
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
111 N. Hope Street, Room 462
Los Angeles, California 90012

Signed: _____ Date: _____
Name: _____ Title: _____



AGENDA ITEM STAFF REPORT

MEETING DATE:

May 15, 2025

RESOLUTION NUMBER:

2025-023

SUBJECT:

Issuance of Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and 2025-2 (Third Tranche)

DISCUSSION:



OR

CONSENT:



Select the appropriate box(es):

FROM:

Finance



Project Development



Program Development



Regulatory/Legislative



Project Administration



Legal



Executive Director



METHOD OF SELECTION:

Competitive



Cooperative Purchase



Sole Source



Other



Other (Please describe):

In accordance with SCPPA Policy for Financing and Selection of Financing Team

MEMBER PARTICIPATION:

Sponsoring Member: Burbank, Glendale, and LADWP

Other Members Potentially Participating: None

Signed by:

Daniel E Garcia

Approved by Executive Director:

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RECOMMENDATION:

Adopt a Resolution authorizing the issuance of the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and 2025-2 and the execution and delivery of various agreements relating to the issuance of the revenue bonds.

BACKGROUND:

The Intermountain Power Agency (IPA) has plans for capital improvements to the Southern Transmission System (STS) that include the construction of new transformers and the replacement, renewal and expansion of converter stations, AC switchyards and associated facilities. These improvements are known as the STS Renewal Project. Components of these planned upgraded facilities are currently scheduled to enter service on various dates through April 2028. The total estimated cost of the project is \$2.7 billion.

SCPPA Member participants of the STS Renewal Project are LADWP, Burbank, and Glendale (Project Participants).

DISCUSSION:

The Project Participants desire SCPPA to provide the financing of the STS Renewal Project with payments-in-aid of construction to IPA. All necessary agreements between SCPPA and IPA and between SCPPA and Project Participants to provide for the financing of the STS Renewal Project are in place.

The financing plan anticipates issuing bonds in multiple tranches instead of one upfront issuance to reduce the amount of capitalized interest and debt service. The first tranche of bonds was issued in May 2023 with the issuance of the Southern Transmission System Renewal Project, Revenue Bonds, 2023-1 and 2023-1A, for \$254,695,000 and \$431,495,000, respectively. The second tranche of bonds was issued in May 2024 with the issuance of the Southern Transmission System Renewal Project, Revenue Bonds, 2024-1 for \$562,855,000. The two tranches will cover approximately \$1.2 billion in project costs through August 2025. The balance of \$1.5 billion is anticipated to be funded with at least two additional tranches of bonds, the third and fourth tranches.

The proposed financing plan is for the issuance of the third tranche of bonds. The plan anticipates issuing fixed rate tax-exempt bonds and/or fixed rate tax-exempt tender (put) bonds, with an aggregate principal amount not to exceed \$700 million. With current market volatility, the financing team would like to maintain flexibility on the structure and size of each type of bonds, depending on the market conditions at the time of bond pricing. Currently, bond pricing is anticipated to be in June.

On December 19, 2024, the Board of Directors adopted Resolution No. 2024-110 authorizing the preparation of all documents necessary for the sale and issuance of the third tranche of revenue bonds for the STS Renewal Project.

Resolution No. 2025-023 (Authorizing Resolution) attached will authorize the issuance of the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and 2025-2 and the execution and delivery of the various documents relating to the revenue bonds, including those attached to this report. The Finance Committee recommended approval of the Resolution at the May 5, 2025 Finance Committee meeting.

- **Selection Method:**

The financing team consists of SCPPA staff, Project Participants' staff, Norton Rose Fulbright serving as Bond Counsel and Disclosure Counsel, Nixon Peabody serving as Special Tax Counsel, and PFM Financial Advisors serving as Municipal Advisor.

Under the provisions of SCPPA's Policy for Financing and Selection of the Financing Team (Policy), the Finance Committee (Committee) recommended RBC Capital Markets as the senior managing underwriter and PNC Capital Markets as the co-senior manager, with BofA Securities, Barclays Capital Inc., J.P. Morgan, TD Securities, and Wells Fargo as co-managers. The senior, co-senior, and co-managers were selected from SCPPA's established underwriting pool. The Committee considered the qualification criteria as provided in the Policy taking into consideration the firm's experience and coverage of SCPPA and its Members, and provided its recommendation on the firms that will deliver the overall best value for the transaction.

An additional member of the financing team is U.S. Bank, serving as Trustee/Paying Agent. Fees for services will be paid from bond proceeds.

- **Environmental Review:**

The proposed Resolution would authorize the preparation of documents for financing to fund the STS Renewal Project previously approved by the Board and Project Participants and determined to be exempt from the California Environmental Quality Act (CEQA) by the Project Participants. The Board's action is exempt from CEQA under Section 15060(c)(3) ("project" definition) and under Section 15601(b)(3) of the CEQA Guidelines, the "common sense exemption," as it would not have a significant effect on the environment.

- **SCPPA's Authority:**

The financing of the STS Renewal Project is in accordance with the California Joint Exercise of Powers Act and the SCPPA Joint Powers Agreement. The SCPPA Joint Powers Agreement provides the authority for SCPPA to finance generation and transmission projects.

FISCAL IMPACT:

The debt service for each component facility will start as each facility is placed in service. Prior to the transition date of June 16, 2027, debt service payments will be billed to IPA under the Second Amendment to the STS Agreement, where in turn IPA will bill the six California participants in IPA, in proportion to their respective capacity rights in the existing STS Project. Debt service payments from Project Participants under the Renewal Transmission Service Contracts will start after the transition date of June 16, 2027.

ATTACHMENT:

1. Resolution No. 2025-023
2. Fourth Supplemental Indenture of Trust
3. Fifth Supplemental Indenture of Trust
4. Purchase Contract
5. Preliminary Official Statement
6. Continuing Disclosure Undertaking

RESOLUTION NO. 2025-023

RESOLUTION RELATING TO THE SOUTHERN TRANSMISSION SYSTEM RENEWAL PROJECT AUTHORIZING: (I) THE ISSUANCE OF BONDS FOR THE SOUTHERN TRANSMISSION SYSTEM RENEWAL PROJECT, (II) THE EXECUTION AND DELIVERY OF (A) A FOURTH SUPPLEMENTAL INDENTURE OF TRUST RELATING TO THE SOUTHERN TRANSMISSION SYSTEM RENEWAL PROJECT, REVENUE BONDS, 2025-1, (B) A FIFTH SUPPLEMENTAL INDENTURE OF TRUST RELATING TO THE SOUTHERN TRANSMISSION SYSTEM RENEWAL PROJECT, REVENUE BONDS, 2025-2, (C) A PURCHASE CONTRACT RELATING TO SUCH BONDS AND (D) A CONTINUING DISCLOSURE UNDERTAKING; (III) THE DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; (IV) CERTAIN RELATED ACTIONS; AND (V) THE OFFICERS, EXECUTIVE DIRECTOR AND CHIEF FINANCIAL AND ADMINISTRATIVE OFFICER OF THE AUTHORITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE

WHEREAS, the Southern California Public Power Authority (the “Authority”) has heretofore established the STS Renewal Project as an Authority project on behalf of the Los Angeles Department of Water and Power (“LADWP”) and the cities of Burbank and Glendale (together with LADWP, the “Project Participants”) to assist with financing the acquisition and construction of improvements to existing electric transmission facilities known as the Southern Transmission System (as so improved, the “Renewal Southern Transmission System”; such acquisition and construction and related acquisition of transmission capacity referred to herein as the “Southern Transmission System Renewal Project”); and

WHEREAS, the Authority has entered into (i) Renewal Agreements for the Acquisition of Capacity between the Authority and each Project Participant, (ii) Renewal Transmission Service Contracts between the Authority and each Project Participant and (iii) a Renewal Agency Agreement between the Authority and LADWP (collectively, the “STS Renewal Agreements”) each relating to the Renewal Southern Transmission System and the Southern Transmission System Renewal Project; and

WHEREAS, the Project Participants have requested that the Authority now authorize the issuance of the 2025-1 Bonds and the 2025-2 Bonds (each as hereinafter defined, and together the “2025 Bonds”) (i) to provide for the financing of a portion of the costs of the Southern Transmission System Renewal Project, (ii) fund capitalized interest, (iii) if determined to be necessary or desirable, make a deposit to a debt service reserve account(s) for the 2025 Bonds, and (iv) pay the costs of issuance of the 2025 Bonds; and

WHEREAS, there has been presented to this meeting proposed forms of certain financing documents relating to the 2025 Bonds; and

WHEREAS, LADWP, as operating agent, has undertaken environmental review and permitting for the proposed project in accordance with the California Environmental Quality Act (“CEQA”); and the Authority’s authorization of the issuance of bonds and related agreements and actions for the STS Renewal Project is exempt from CEQA under CEQA Guidelines Sections 15600(c)(3) (“project” definition) and 15601(b)(3) (the “common sense exemption”).

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

1. Each of the President, any Vice President, Executive Director and Chief Financial and Administrative Officer of the Authority (each, an “Authorized Representative”) is hereby authorized to execute and deliver a Fourth Supplemental Indenture of Trust, from the Authority to the Trustee, relating to the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (the “2025-1 Bonds”), in the form on file with an Assistant Secretary of the Authority, with such changes, insertions and omissions (subject to Section 7 hereof) as shall be approved by said Authorized Representative to provide for the issuance and terms of said 2025-1 Bonds, such approval to be conclusively evidenced by such Authorized Representative’s execution and delivery thereof; and each of the Secretary and any Assistant Secretary is hereby authorized to attest thereto and to affix the seal of the Authority. The Fourth Supplemental Indenture of Trust, in the form in which executed and delivered, is hereinafter referred to as the “Fourth Supplemental Indenture,” and shall supplement and amend the Indenture of Trust, dated as of April 1, 2023 (the “Original Indenture”), from the Authority to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The form of Fourth Supplemental Indenture is hereby made a part of this Resolution as though set forth in full herein and the same hereby is approved.

Each Authorized Representative is hereby authorized to execute and deliver a Fifth Supplemental Indenture of Trust, from the Authority to the Trustee, relating to the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (the “2025-2 Bonds”), in the form on file with an Assistant Secretary of the Authority, with such changes, insertions and omissions (subject to Section 7 hereof) as shall be approved by said Authorized Representative to provide for the issuance and terms of said 2025-2 Bonds, such approval to be conclusively evidenced by such Authorized Representative’s execution and delivery thereof; and each of the Secretary and any Assistant Secretary is hereby authorized to attest thereto and to affix the seal of the Authority. The Fifth Supplemental Indenture of Trust, in the form in which executed and delivered, is hereinafter referred to as the “Fifth Supplemental Indenture,” and shall supplement and amend the Original Indenture. The Original Indenture, as heretofore supplemented and amended and as further supplemented and amended by the Fourth Supplemental Indenture and the Fifth Supplemental Indenture is hereinafter referred to as the “Indenture.” The form of Fifth Supplemental Indenture is hereby made a part of this Resolution as though set forth in full herein and the same hereby is approved.

The issuance of the 2025 Bonds is hereby authorized, subject to the provisions of this Resolution and the Indenture. The 2025 Bonds shall be dated, shall mature on the date and in the years and shall bear interest (fixed or variable) all as provided in the Indenture. The forms of the 2025 Bonds and the provisions for signatures, authentication, payment, registration, numbers, denominations, redemption (if any), sinking fund installments (if any), tender and purchase (if any), and other terms thereof shall be as set forth in the Indenture.

Proceeds of the 2025 Bonds will be used primarily to provide financing for (i) a portion of the cost of the Southern Transmission System Renewal Project pursuant to the terms of the STS Renewal Agreements, (ii) fund capitalized interest, (iii) if determined to be necessary or desirable, make a deposit to a debt service reserve account for the 2025 Bonds, and (iv) pay the costs of issuance of such 2025 Bonds.

The 2025 Bonds shall be secured by the pledge effected by the Indenture and shall be special, limited obligations of the Authority payable solely from the sources specified in the Indenture. Neither the State of California nor any public agency thereof (other than the Authority) nor the Project Participants nor any other member of the Authority shall be obligated to pay the principal or Redemption Price (as defined in the Indenture) of, or interest on, the 2025 Bonds. Neither the faith and credit nor the taxing power of the State of California nor any public agency thereof nor the Project Participants nor any other member of the Authority is pledged to the payment of the principal or Redemption Price of, or interest on, the 2025 Bonds. The 2025 Bonds shall not constitute a debt or indebtedness of the Authority within the meaning of any provision or limitation of the constitution or statutes of the State of California, and they shall not constitute or give rise to a pecuniary liability of the Authority or a charge against its general credit.

2. Each of the Authorized Representatives is hereby authorized (i) to execute and deliver a purchase contract for the 2025 Bonds (the “Purchase Contract”), between the Authority and the senior manager (*i.e.*, RBC Capital Markets, LLC) as representative of itself and the other underwriters named therein (the “Underwriters”) in the form on file with an Assistant Secretary of the Authority, with such changes, insertions and omission (subject to Section 7 hereof) as shall be approved by said Authorized Representative, such approval to be conclusively evidenced by such Authorized Representative’s execution and delivery thereof, and (ii) to negotiate the Underwriters’ fee or discount relating to the 2025 Bonds. The purchase price at which the 2025 Bonds are to be sold to the Underwriters and the related Underwriters’ discount shall each be determined in accordance with this Resolution. The form of Purchase Contract on file with an Assistant Secretary is hereby made a part of this Resolution as though set forth in full herein and the same hereby is approved. If deemed appropriate by the Authority and the Underwriters, there may be multiple Purchase Contracts in such form for the 2025 Bonds.

3. Each Authorized Representative is hereby authorized to execute and deliver the Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), in substantially the form on file with the Authority, with such changes, insertions and omissions as shall be approved by said Authorized Representative (such approval to be conclusively evidenced by such Authorized Representative’s execution and delivery thereof). The form of the Continuing Disclosure Undertaking is hereby made a part of this Resolution as though set forth in full herein and the same hereby is approved.

4. Each Authorized Representative is hereby authorized to approve a Preliminary Official Statement relating to the 2025 Bonds in the form on file with the Assistant Secretary of the Authority (such approval to be conclusively evidenced by the delivery thereof) (the “Preliminary Official Statement”), and the Board of Directors hereby approves the use of the Preliminary Official Statement in connection with the offering and sale of the 2025 Bonds, with such additions thereto and changes therein as are determined necessary or appropriate by such Authorized Representative to make such Preliminary Official Statement final as of its date, including, if applicable, for purposes of Rule 15c2-12 of the Securities and Exchange Commission

(except for the omission of those items permitted to be omitted therefrom by said Rule). Each Authorized Representative is authorized to deem the Preliminary Official Statement to be final within the meaning of such Rule 15c2-12. The Board of Directors hereby further approves the use of any supplement or amendment to the Preliminary Official Statement that is necessary or appropriate so that, in the opinion of an Authorized Representative (after consultation with the Authority's Disclosure Counsel), such Preliminary Official Statement does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which such statements were made, not misleading. The Underwriters are hereby authorized to distribute (including by electronic delivery) the Preliminary Official Statement to potential purchasers of the 2025 Bonds.

5. Each Authorized Representative is hereby authorized to approve an Official Statement relating to the 2025 Bonds (such approval to be conclusively evidenced by such Authorized Representative's execution and delivery thereof) (the "Official Statement"), and the Board of Directors hereby approves the use of the Official Statement in connection with the offering and sale of the 2025 Bonds. The Board of Directors hereby further approves the use of any supplement or amendment to such Official Statement that is necessary or appropriate so that, in the opinion of an Authorized Representative (after consultation with the Authority's Disclosure Counsel), such Official Statement does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which such statements were made, not misleading. Each Authorized Representative is hereby authorized to execute the Official Statement and any amendment or supplement thereto, in the name and on behalf of the Authority, and thereupon to cause such Official Statement and any such amendment or supplement to be delivered to the Underwriters. The Underwriters are hereby authorized to distribute (including by electronic delivery) the Official Statement and any such amendment or supplement thereto to the purchasers of the 2025 Bonds.

6. Each Authorized Representative is hereby authorized to determine, in connection with the issuance and delivery of the 2025 Bonds, (i) whether to obtain municipal bond insurance for all or any portion of the 2025 Bonds, and if it is determined that municipal bond insurance shall be obtained, the particular provider or providers of municipal bond insurance with whom the Authority shall contract for such municipal bond insurance and (ii) whether to obtain a Debt Service Reserve Account Policy (as defined in the Indenture), if any debt service reserve account is to be funded, and if it is determined that a Debt Service Reserve Account Policy shall be obtained, the particular provider or providers thereof with whom the Authority shall contract for such Debt Service Reserve Account Policy. The premium to be paid with respect to any municipal bond insurance policy or any Debt Service Reserve Account Policy shall be approved by representatives of the Project Participants on the Authority's Finance Committee.

7. Each Authorized Representative is hereby authorized to determine, in connection with the execution and delivery of the Indenture, the Continuing Disclosure Undertaking and the Purchase Contract, and the sale of the 2025 Bonds, and in consultation with the representatives of the Project Participants on the Authority's Finance Committee, the following:

(A) with respect to the 2025 Bonds, generally:

(i) the aggregate principal amount of 2025 Bonds, which shall not exceed \$700,000,000; and

(ii) such other matters as may be determined by the Finance Committee.

(B) with respect to the 2025-1 Bonds, specifically:

(i) the aggregate principal amount of 2025-1 Bonds, which, together with the aggregate principal amount of the 2025-2 Bonds, shall not exceed the amount set forth in paragraph (A)(i) of this Section 7;

(ii) the interest rates of the 2025-1 Bonds, the true interest cost of which in the aggregate shall not exceed 6.5% per annum;

(iii) the maturity dates for the 2025-1 Bonds, with the final maturity being no later than July 1, 2053;

(vi) the principal amount of each maturity of the 2025-1 Bonds and the sinking fund amount (if any) for any term 2025-1 Bonds;

(vii) the purchase price of the 2025-1 Bonds;

(viii) the interest payment dates for the 2025-1 Bonds;

(ix) the terms and conditions for delivery of the 2025-1 Bonds;

(x) the redemption terms (if any) and prices of the 2025-1 Bonds;

(xii) the application of the proceeds of the 2025-1 Bonds and any other available moneys;

(xiii) whether or not to acquire municipal bond insurance in connection with the issuance of the 2025-1 Bonds, such determination to be made in accordance with Section 6 of this Resolution, provided the premium for such insurance shall not exceed 2.0% of the payments insured, calculated as provided in the bond insurance commitment agreement (or similar agreement) between the Authority and the provider of any such municipal bond insurance;

(xiv) in the event a debt service reserve account is to be funded in connection with the 2025-1 Bonds, whether or not to acquire a Debt Service Reserve Account Policy therefor, such determination to be made in accordance with Section 6 of this Resolution, provided the premium for such Debt Service Reserve Account Policy shall not exceed 2.0% of the amount of the debt service reserve requirement for the 2025-1 Bonds, calculated as provided in the Debt Service Reserve Account Policy commitment agreement (or similar agreement) between the Authority and the provider of any such Debt Service Reserve Account Policy; and

(xv) such other matters as may be determined by the Finance Committee.

(C) with respect to the 2025-2 Bonds, specifically:

(i) the aggregate principal amount of 2025-2 Bonds, which, together with the aggregate principal amount of the 2025-1 Bonds, shall not exceed the amount set forth in paragraph (A)(i) of this Section 7;

(ii) the initial interest rate (i.e., the Term Rate) of the 2025-2 Bonds during the initial Term Rate Period (provided the resulting yield shall not exceed 5.5%);

(iii) the term of the initial Term Rate Period, which shall not exceed seven years;

(iv) the maximum interest rate of the 2025-2 Bonds;

(v) the maturity date or dates for the 2025-2 Bonds, with the final maturity being no later than July 1, 2053;

(vi) the principal amount of each maturity (if more than one maturity) of the 2025-2 Bonds and sinking fund installments (if any) for any term 2025-2 Bonds;

(vii) the purchase price of the 2025-2 Bonds;

(viii) the interest payment dates for the 2025-2 Bonds;

(ix) the terms and conditions for delivery of the 2025-2 Bonds;

(x) the redemption terms (if any) and prices of the 2025-2 Bonds;

(xi) the terms of any optional or mandatory tenders for purchase of the 2025-2 Bonds and purchase prices therefor;

(xii) the application of the proceeds of the 2025-2 Bonds and any other available moneys;

(xiii) whether or not to acquire municipal bond insurance in connection with the issuance of the 2025-2 Bonds, such determination to be made in accordance with Section 6 of this Resolution, provided the premium for such insurance shall not exceed 2.0% of the payments insured, calculated as provided in the bond insurance commitment agreement (or similar agreement) between the Authority and the provider of any such municipal bond insurance;

(xiv) in the event a debt service reserve account is to be funded in connection with the 2025-2 Bonds, whether or not to acquire a Reserve Account Policy therefor, such determination to be made in accordance with Section 6 of this Resolution, provided the premium for such Reserve Account Policy shall not exceed 2.0% of the amount of the debt service reserve requirement for the 2025-2 Bonds, calculated as provided in the Reserve Account Policy commitment agreement (or similar agreement) between the Authority and the provider of any such Reserve Account Policy; and

(xv) such other matters as may be determined by the Finance Committee.

8. Each Authorized Representative and any other officer or official of the Authority is hereby authorized to take any and all actions which such person deems necessary or advisable in order to effect the registration or qualification (or exemption therefrom) of the 2025 Bonds or any portion thereof, for issue, offer, sale or trade under the Blue Sky or securities laws of any of the states of the United States of America and in connection therewith to execute, acknowledge,

verify, deliver, file or cause to be published any applications, reports, consents to service of process, appointments of attorneys to receive service of process and other papers and instruments which may be required under such laws, and to take any and all further actions which such person may deem necessary or advisable in order to maintain any such registration or qualification for as long as such person deems necessary or as required by law or by the Underwriters, and any such action previously taken is hereby ratified, confirmed and approved.

9. The Board hereby approves (i) the fee of PFM Financial Advisors LLC (the “Municipal Advisor”) as the municipal advisor to the Authority in connection with the sale and issuance of the 2025 Bonds, which fee shall not exceed \$85,000, (ii) the fee of Norton Rose Fulbright US LLP as Bond Counsel and Disclosure Counsel to the Authority in connection with the sale and issuance of the 2025 Bonds, which fee shall not exceed \$180,000, and (iii) the fee of Nixon Peabody LLP as Special Tax Counsel to the Authority, which fee shall not exceed \$50,000.

10. U.S. Bank Trust Company, National Association is hereby appointed as the Trustee and Paying Agent under the Indenture. Each Authorized Representative is hereby authorized to appoint from time to time any additional fiduciaries, depositories or agents in connection with the 2025 Bonds or any portion thereof and to execute and deliver any and all agreements, documents and instruments necessary or advisable in connection with such appointment of U.S. Bank Trust Company, National Association and with any other such appointment.

11. The following are hereby designated as Renewal Transmission Project Agreements under the Indenture and the Renewal Southern Transmission System Agreement (as defined in the Indenture): (a) the Original Indenture, as heretofore supplemental and amended; (b) the Fourth Supplemental Indenture; (c) the Fifth Supplemental Indenture; (d) the Continuing Disclosure Undertaking; (e) any resolution of this Board of Directors as to the provision of certain continuing disclosure information with respect to the 2025 Bonds; and (f) any municipal bond insurance policy or Debt Service Reserve Account Policy relating to the 2025 Bonds obtained in accordance with Section 7 of this Resolution.

12. The Executive Director of the Authority, in addition to the other offices or positions with the Authority he already holds, is hereby appointed an Authorized Authority Representative under the Indenture for the purpose of taking any and all required or permitted actions in connection with the issuance and delivery of the 2025 Bonds.

13. Each of Authorized Representative and any other officer or official of the Authority is hereby authorized to execute and deliver any and all agreements, amendments, documents and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution and to do and cause to be done any and all acts and things required to perform the Authority’s obligations under the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Indenture and any other agreements, amendments, documents and instruments relating to the 2025 Bonds (including, but not limited to, (i) executing and delivering, or approving, as applicable, any investment agreement or agreements relating to the investment of 2025 Bonds proceeds, (ii) providing for the giving of written directions and notices, and the securing any necessary third party consents or approvals, as required by the Indenture or any other documents relating to the 2025 Bonds or the STS Renewal Agreements and (iii) making such changes to the agreements, documents and instruments referred to in this Resolution, and such changes as shall be requested by any rating agency, the Underwriters

or any other entity, if such changes are determined by any such officer or official of the Authority to be necessary or advisable, such necessity or advisability to be conclusively evidenced by such officer's or official's execution and delivery thereof). Each reference in this Resolution to an Authorized Representative or other officer or official shall refer to the person holding such office or position, as applicable, at the time a given action is taken and shall not be limited to the person holding such office or position at the time of the adoption of this Resolution. All actions heretofore taken by the officers, officials, employees and agents of the Authority in furtherance of the transactions contemplated by this Resolution are hereby approved, ratified and confirmed.

14. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transaction Act and digital signatures as may be permitted under Section 16.5 of the California Government Code.

15. In compliance with California Government Code Section 5852.1, the Authority has obtained from the Municipal Advisor the required good faith estimates in connection with the 2025 Bonds required by such section, which estimates are disclosed and set forth on Exhibit A attached hereto.

16. The Board finds that this action is statutorily exempt from the requirements of CEQA under Sections 15060(c)(3) and 15601(b)(3) of the State CEQA Guidelines.

17. This Resolution 2025-023 shall become effective immediately.

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THE FOREGOING RESOLUTION NO. 2025-023 is approved and adopted by the Authority this 15th day of May, 2025.

TODD DUSENBERRY
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public
Power Authority

EXHIBIT A

GOOD FAITH ESTIMATES (UNDER SECTION 5852.1 OF THE CALIFORNIA GOVERNMENT CODE)

The good faith estimates set forth herein are provided with respect to the 2025 Bonds in compliance with Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the Authority by PFM Financial Advisors LLC, as municipal advisor to the Authority (the “Municipal Advisor”).

Principal Amount. The Municipal Advisor has informed the Authority that, based on the Authority’s financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2025 Bonds to be sold is \$554,650,000 (the “Estimated Principal Amount”), which reflects issuance of 2025-1 Bonds only, and no 2025-2 Bonds.

True Interest Cost of the 2025 Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2025 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the initial true interest cost in aggregate of the 2025 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2025 Bonds, is 4.73%. This estimate is based on a finance charge for the 2025 Bonds as described below.

Finance Charge for the 2025 Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2025 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the 2025 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the 2025 Bonds), is \$2,378,570.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2025 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the 2025 Bonds, less the finance charge of the 2025 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2025 Bonds, is \$505,850,606.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2025 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the 2025 Bonds, plus the finance charge for the 2025 Bonds, as described above, not paid with the proceeds of the 2025 Bonds, calculated to the final maturity of the 2025 Bonds, is \$1,066,543,201.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the 2025 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ

from such good faith estimates due to (a) the actual date of the sale of the 2025 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of 2025 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the 2025 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the 2025 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions or (f) alterations in the Authority's financing plan, or a combination of such factors. The actual date of sale of the 2025 Bonds and the actual principal amount of 2025 Bonds sold will be determined by the Authority based on market and other factors. The actual interest rates borne by the 2025 Bonds will depend on, among other things, market interest rates at the time of sale thereof. The actual amortization of the 2025 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Authority.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

To

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of June 1, 2025

**\$(PAR AMOUNT)
Southern Transmission System Renewal Project, Revenue Bonds, 2025-1**

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FOURTH SUPPLEMENTAL INDENTURE OF TRUST

THIS FOURTH SUPPLEMENTAL INDENTURE OF TRUST (the “Fourth Supplemental Indenture”) dated as of June 1, 2025 from Southern California Public Power Authority, established under the laws of the State of California (the “Authority”), to U.S. Bank Trust Company, National Association, a national banking association, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the Authority has entered into an Indenture of Trust, dated as of April 1, 2023 (the “Original Indenture” and, as supplemented and amended, including as supplemented by this Fourth Supplemental Indenture, the “Indenture”), from the Authority to the Trustee to provide for the securing of Bonds; and

WHEREAS, the Authority has heretofore entered into a First Supplemental Indenture of Trust, dated as of April 1, 2023 (the “First Supplemental Indenture”), from the Authority to the Trustee, providing for the issuance of its Southern Transmission System Renewal Project, Revenue Bonds, 2023-1 (the “2023-1 Bonds”) in the aggregate principal amount of \$254,695,000, in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the Authority has heretofore entered into a Second Supplemental Indenture of Trust, dated as of May 1, 2023 (the “Second Supplemental Indenture”), from the Authority to the Trustee, providing for the issuance of its Southern Transmission System Renewal Project, Revenue Bonds, 2023-1A (the “2023-1A Bonds”) in the aggregate principal amount of \$431,495,000, in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the Authority has heretofore entered into a Third Supplemental Indenture of Trust, dated as of May 1, 2024 (the “Third Supplemental Indenture”), from the Authority to the Trustee, providing for the issuance of its Southern Transmission System Renewal Project, Revenue Bonds, 2024-1 (the “2024-1 Bonds”) in the aggregate principal amount of \$562,855,000, in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the Authority desires to issue its Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (the “2025-1 Bonds”) in the aggregate principal amount of \$[PAR AMOUNT], in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the 2025-1 Bonds will be issued and secured under the Indenture; and

WHEREAS, all acts and things have been done and performed that are necessary to make the 2025-1 Bonds, when executed and issued by the Authority, authenticated by the Trustee and delivered, the valid and binding legal obligations of the Authority in accordance with their terms and to make this Fourth Supplemental Indenture a valid and binding agreement for the security of the 2025-1 Bonds authenticated and delivered under the Indenture;

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSETH:

That, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created and originally created by the Original Indenture, the mutual covenants herein contained and the purchase and acceptance of the 2025-1 Bonds issued hereunder by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal or Redemption Price (if any) of, and interest on, the 2025-1 Bonds issued hereunder according to their tenor and effect, and the performance and observance by the Authority of all the covenants and conditions contained herein and in the Indenture on its part to be performed, it is agreed by and between the Authority and the Trustee as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

101. Authority for this Fourth Supplemental Indenture. This Fourth Supplemental Indenture is a Supplemental Indenture executed pursuant to the provisions of the Act and in accordance with Article II and Article X of the Original Indenture.

102. Definitions.

(1) Except as provided by this Fourth Supplemental Indenture, all terms that are defined in the Original Indenture shall have the same meanings in this Fourth Supplemental Indenture as such terms are given in the Original Indenture.

(2) In this Fourth Supplemental Indenture:

Fourth Supplemental Indenture shall mean this Fourth Supplemental Indenture of Trust dated as of June 1, 2025 from Authority to the Trustee, supplementing and amending the Original Indenture.

Fifth Supplemental Indenture shall mean the Fifth Supplemental Indenture of Trust dated as of June 1, 2025 from Authority to the Trustee, supplementing and amending the Original Indenture.

Interest Payment Date shall mean, with respect to the 2025-1 Bonds, January 1 and July 1 of each year, commencing [July 1, 2025], as specified in Section 203 of this Fourth Supplemental Indenture.

[2023-1 and 2023-1A Supplemental Capitalized Interest Account shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2023-1 and 2023-1A, Supplemental Capitalized Interest Account established pursuant to Section 303 of this Fourth Supplemental Indenture.]

2025-1 Bonds shall mean the Authority's Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, authorized by Article II of this Fourth Supplemental Indenture.

2025-1 Capitalized Interest Account shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Capitalized Interest Account established pursuant to Section 303 of this Fourth Supplemental Indenture.

2025-1 Costs of Issuance Subaccount shall mean the special subaccount in the 2025-1 Project Account designated as the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Costs of Issuance Subaccount established pursuant to Section 301 of this Fourth Supplemental Indenture.

2025-1 Debt Service Account shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Account established pursuant to Section 302 of this Fourth Supplemental Indenture.

2025-1 Debt Service Reserve Account shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Reserve Account established pursuant to Section 304 of this Fourth Supplemental Indenture.

2025-1 Debt Service Reserve Account Policy shall mean a surety bond, insurance policy, line of credit, letter of credit or similar instrument issued to the Trustee by an entity licensed to issue a surety bond, insurance policy, line of credit, letter of credit or similar instrument guaranteeing the timely payment of debt service on the 2025-1 Bonds (such entity, a “municipal bond insurer”), which municipal bond insurer, at the time any such surety bond, insurance policy, line of credit, letter of credit or similar instrument is issued, shall have its claims paying ability rated in not lower than the second highest rating category (without regard to any gradations within any such category) by at least two nationally-recognized credit rating agencies.

2025-1 Debt Service Reserve Requirement shall mean \$0.

2025-1 Parity Swap shall mean any Parity Swap hereafter entered into by the Authority which shall be designated to the Trustee by an Authorized Authority Representative as a 2025-1 Parity Swap (whether or not such Parity Swap shall relate to any particular Series of Bonds as provided in such Parity Swap).

2025-1 Parity Swap Provider shall mean the provider of any 2025-1 Parity Swap.

2025-1 Project Account shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Project Account established pursuant to Section 301 of this Fourth Supplemental Indenture.

2025-2 Costs of Issuance Subaccount shall have the meaning given in the Fifth Supplemental Indenture.

ARTICLE II

AUTHORIZATION OF 2025-1 BONDS

201. Principal Amount, Designation and Series. Pursuant to the provisions of the Indenture, a Series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$[PAR AMOUNT]. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1.”

202. Purposes.

(1) The 2025-1 Bonds are issued for the purposes of financing a portion of the Cost of Acquisition of Capacity.

(2) The purposes set forth in paragraph (1) of this Section 202 shall constitute purposes described in Section 203 of the Original Indenture.

Pursuant to Section 202 of the Original Indenture, it is hereby determined that the 2025-1 Bonds shall not be Participating Bonds pursuant to the Original Indenture and that a Series Debt Service Reserve Account shall instead be established and maintained for the 2025-1 Bonds. The Debt Service Reserve Requirement for the 2025-1 Bonds is hereby determined to be an amount equal to the 2025-1 Debt Service Reserve Requirement (i.e., \$0).

203. Date, Maturities and Interest. The 2025-1 Bonds shall be dated their date of delivery. Interest on the 2025-1 Bonds shall be payable on [July 1, 2025], and semiannually thereafter on each January 1 and July 1, which dates are hereby specified as the Interest Payment Dates for the 2025-1 Bonds pursuant to the provisions of the Original Indenture. The 2025-1 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such 2025-1 Bonds are authenticated on an Interest Payment Date, in which event from such Interest Payment Date; provided, however, that if the date of authentication shall be prior to the first Interest Payment Date for the 2025-1 Bonds, such 2025-1 Bonds shall bear interest from their date of delivery; and provided, further, that if, on the date of authentication thereof, interest on the 2025-1 Bonds shall be in default as shown by the records of the Trustee, such 2025-1 Bonds shall bear interest from the Interest Payment Date to which interest has been paid or duly provided for in full. Interest on the 2025-1 Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The 2025-1 Bonds shall mature on July 1 in the years and in the principal amounts, and shall bear interest payable semiannually on each Interest Payment Date therefor, at the respective interest rates and yields per annum, shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
	\$	%	%

204. Registered Form, Denomination, Numbers and Letters. The 2025-1 Bonds shall be issued in fully registered form in the denominations of \$5,000 or any integral multiple of \$5,000. The 2025-1 Bonds shall be registered in book-entry format as provided in Section 309 of the Original Indenture. The 2025-1 Bonds initially issued shall be numbered in a manner determined by the Trustee so as to be distinguished from every other such 2025-1 Bond, with each such number designation preceded by the letter “R.”

205. Place of Payment and Paying Agents. Subject to Section 309 of the Original Indenture, the principal and Redemption Price (if any) of the 2025-1 Bonds shall be payable upon presentation and surrender at the corporate trust office of U.S. Bank Trust Company, National Association, St. Paul, Minnesota, or such other office designated by the Trustee, and U.S. Bank Trust Company, National Association is hereby appointed as Paying Agent for the 2025-1 Bonds. The principal and Redemption Price (if any) of the 2025-1 Bonds shall also be payable at any other place that may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Indenture. Interest on the 2025-1 Bonds shall be payable by check of the Trustee mailed by first-class mail to the registered owners shown on the registration books of the Authority kept by the Bond Registrar as of the close of business on the record date (established as provided below) immediately preceding each Interest Payment Date, except that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of 2025-1 Bonds, upon written request of such Owner to the Trustee received at least ten (10) days prior to the applicable record date, specifying the account or accounts to which such payment shall be made (which request shall remain in effect until revoked or reversed by such Owner in a subsequent writing delivered to the Trustee), such interest shall be paid in immediately available funds by wire transfer to such account or accounts on each such following Interest Payment Date. As provided in subsection 4 of Section 301 of the Original Indenture, the record dates for the payment of interest on the 2025-1 Bonds are hereby established as the fifteenth (15th) day of the calendar month immediately preceding each Interest Payment Date.

206. Redemption Prices and Terms.

(1) Sinking Fund Redemption. The 2025-1 Bonds due July 1, 20[___] and July 1, 20[___] and July 1, 20[___] shall be subject to redemption prior to maturity as provided in Article IV of the Original Indenture by operation of the Debt Service Fund to satisfy Sinking Fund Installments, on and after July 1, 20[___], July 1, 20[___] and July 1, 20[___], respectively, at a Redemption Price equal to the principal amount of the 2025-1 Bonds to be so redeemed (together with accrued interest thereon), without premium, in the amounts and on the dates set forth in Section 207 hereof.

(2) Optional Redemption. The 2025-1 Bonds maturing on or after July 1, 20[___] shall be subject to redemption prior to maturity, at the option of the Authority, from any source of available funds, in whole or in part (and, if in part, from such maturities as the Authority shall direct), on any date on or after July 1, 20[___], at a Redemption Price equal to the principal amount of the 2025-1 Bonds, or portions thereof, to be redeemed, without premium, in each case together with accrued interest to the redemption date.

(3) Selection of 2025-1 Bonds for Redemption. Whenever by the terms of the Indenture, 2025-1 Bonds are to be redeemed at the direction of the Authority, the Authority shall select the maturity or maturities of the 2025-1 Bonds to be redeemed. If less than all of the 2025-1 Bonds of a maturity are called for prior redemption, the particular 2025-1 Bonds or portions of such maturity to be redeemed shall be selected by lot, subject to the authorized denominations applicable to the 2025-1 Bonds, and otherwise as provided in Section 404 of the Original Indenture. The Trustee shall promptly notify the Authority in writing of the 2025-1 Bonds so selected for redemption.

207. Sinking Fund Installments. Sinking Fund Installments are hereby established for the 2025-1 Bonds maturing on July 1, 20[___], July 1, 20[___] and July 1, 20[___]. Such Sinking Fund Installments shall be due on July 1 of each of the years set forth in the following tables in the redemption amounts set forth opposite such years in said tables:

2025-1 Bonds Due July 1, 20[]

<u>July 1</u>	<u>Redemption Amount</u>
	\$

†

† Maturity.

2025-1 Bonds Due July 1, 20[]

<u>July 1</u>	<u>Redemption Amount</u>
	\$

†

† Maturity.

2025-1 Bonds Due July 1, 20[]

<u>July 1</u>	<u>Redemption Amount</u>
	\$

†

† Maturity.

In connection with any optional redemption pursuant to subsection (2) of Section 206 hereof of any 2025-1 Bonds that are term 2025-1 Bonds subject to mandatory sinking fund redemption, the principal amount of such 2025-1 Bonds being redeemed shall be allocated against the scheduled sinking fund redemption amounts in such manner as the Authority may direct and the scheduled sinking fund installments payable after such redemption shall be modified as to such term 2025-1 Bonds. In such event, the Authority shall provide to the Trustee a revised schedule of Sinking Fund Installments for purposes of this Section 207.

208. Application of Proceeds of 2025-1 Bonds; Deposit of Moneys. In accordance with subsection 2 of Section 203 of the Original Indenture, the proceeds of the 2025-1 Bonds, being \$[] (representing the \$[PAR AMOUNT].00 aggregate principal amount of the 2025-1 Bonds plus \$[] [net] original issue premium and less \$[] underwriters' discount), shall be applied simultaneously with the delivery of the 2025-1 Bonds, as follows:

(i) There shall be deposited in the 2025-1 Capitalized Interest Account in the amount of \$[]; and

(ii) [There shall be deposited in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account in the amount of \$[]; and]

(iii) The remaining balance of proceeds of the 2025-1 Bonds (i.e., \$[____]) shall be deposited in the Construction Fund, of which \$[____] shall be deposited in the 2025-1 Project Account to be used to pay certain Cost of Acquisition of Capacity and \$[____] shall be deposited in the 2025-1 Costs of Issuance Subaccount to be used to pay costs of issuance relating to the 2025-1 Bonds.

209. Investment Income. Interest and other investment income (net of that which (i) represents a return of accrued interest paid in connection with the purchase of any investment and (ii) is required to offset the amortization of any premium paid in connection with the purchase of any investment) earned on any moneys or investments in the Funds and Accounts (other than any Rebate Fund) established under the Indenture, to the extent resulting in a balance that is in excess of any requirement for such Fund or Account, shall be paid into the Revenue Fund.

210. Form of 2025-1 Bonds; Trustee's Certificate of Authentication; Execution. Subject to the provisions of the Indenture, the form of the 2025-1 Bonds and the Trustee's certificate of authentication shall be of substantially the tenor set forth in Article XIII of the Original Indenture. The 2025-1 Bonds may be executed by manual or facsimile signature of the President or a Vice President of the Authority and the seal may be attested by the manual or facsimile signature of the Secretary or an Assistant Secretary of the Authority.

ARTICLE III

ESTABLISHMENT OF 2025-1 PROJECT ACCOUNT, 2025-1 DEBT SERVICE ACCOUNT AND 2025-1 DEBT SERVICE RESERVE ACCOUNT

301. Establishment and Application of 2025-1 Project Account.

(1) The Authority shall establish and the Trustee shall maintain and hold in trust in the Construction Fund a separate account designated as the "Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Project Account," with a separate subaccount therein designated as the "Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Costs of Issuance Subaccount." Amounts in the 2025-1 Project Account and 2025-1 Costs of Issuance Subaccount shall be applied as set forth in Section 503 of the Original Indenture and in this Section 301.

(2) Upon receipt of any requisition signed by an Authorized Authority Representative for payment or reimbursement from the Construction Fund pursuant to Section 503 of the Original Indenture, the Trustee shall, unless instructed by the Authority in such requisition that such payment is to be made from another project account established pursuant to a Supplemental Indenture entered into subsequent to this Fourth Supplemental Indenture, (i) to the extent such requisition is for the payment of costs of issuance of the 2025 Bonds, pay such requisitioned amounts out of the 2025-1 Costs of Issuance Subaccount and the 2025-2 Costs of Issuance Subaccount established under the Fifth Supplemental Indenture proportionately based on the amounts initially deposited to such subaccounts or as otherwise directed by the Authority, and (ii) to the extent that such requisition is for the payment of other items of the Cost of Acquisition of Capacity, pay such requisitioned amounts out of the 2025-1 Project Account. If any amount

shall remain in the 2025-1 Costs of Issuance Subaccount after all costs of issuance of the 2025-1 Bonds have been paid, as stated in a certificate of an Authorized Authority Representative, such remainder shall be transferred to the 2025-1 Debt Service Account (with such transferred amount to be used to pay interest on the 2025-1 Bonds), or if no such certificate is received, then 180 days after the date of issuance of the 2025-1 Bonds, the Trustee shall make such transfer and the Trustee shall close the 2025-1 Costs of Issuance Subaccount.

302. Establishment and Application of 2025-1 Debt Service Account.

(1) The Authority shall establish and the Trustee shall maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Account.” Amounts in the 2025-1 Debt Service Account shall be applied as set forth in this Section 302.

(2) The Trustee shall pay out of the 2025-1 Debt Service Account subject to subsections (3) and (4) of this Section 302, without preference or priority of one transfer over the others (a) to the Paying Agents, if any, (i) on or before each January 1 and July 1 the amount required for the interest payable on such date, (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date, and (iii) on or before any redemption date for 2025-1 Bonds, the amount required for the payment of the Redemption Price thereof and interest on the 2025-1 Bonds then to be redeemed and (b) to the 2025-1 Parity Swap Providers, if any, any regularly-scheduled amounts due and payable by the Authority under any 2025-1 Parity Swap on the due date therefor. Amounts so paid to the Paying Agents with respect to the 2025-1 Bonds shall be applied by any such Paying Agents on the due dates thereof. The Trustee shall also pay out of the 2025-1 Debt Service Account the accrued interest included in the purchase price of any 2025-1 Bonds purchased for retirement. Notwithstanding anything to the contrary in this Fourth Supplemental Indenture or the Original Indenture, any termination payments payable by the Authority under any 2025-1 Parity Swap shall be payable on a basis subordinate and junior to the payments due to 2025-1 Parity Swap Providers described in clause (b) of this subsection (2).

(3) Except as provided in subsection (2) of this Section 302, all amounts held at any time in the 2025-1 Debt Service Account shall be held until applied on a parity basis for the ratable security and payment of (i) Accrued Debt Service on the 2025-1 Bonds and (ii) amounts due and payable by the Authority under the 2025-1 Parity Swaps, if any, at any time in proportion to the amounts accrued or due and payable, as applicable.

(4) In the event of the refunding (or other defeasance) of any 2025-1 Bonds, the Trustee shall, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, withdraw from the 2025-1 Debt Service Account amounts accumulated therein with respect to Debt Service on the 2025-1 Bonds being refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-1 Bonds being refunded (or otherwise defeased); provided that such withdrawal shall not be made unless (a) immediately thereafter the 2025-1 Bonds being refunded (or otherwise defeased) shall be deemed to have been paid pursuant to subsection 2 of Section 1201 of the Original Indenture, and (b) the amount remaining in the 2025-1 Debt Service

Account after such withdrawal shall not be less than the amount required to be held therein pursuant to subsection 1 of Section 506 of the Original Indenture.

303. Establishment and Application of 2025-1 Capitalized Interest Account [and 2023-1 and 2023-1A Supplemental Capitalized Interest Account].

(1) The Authority shall establish and the Trustee shall maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Capitalized Interest Account.” The 2025-1 Capitalized Interest Account shall be initially funded upon the issuance and delivery of the 2025-1 Bonds, pursuant to Section 208 hereof. Amounts in the 2025-1 Capitalized Interest Account shall be initially invested in Investment Securities consisting of U.S. Treasury Securities—State and Local Government Series as set forth in Schedule I hereto and shall be applied as set forth in this Section 303. On each date set forth in the table under subsection (2) below through and including January 1, 2028, interest and other investment income from investments in the 2025-1 Capitalized Interest Account received on such date and remaining after the payment of interest due on the 2025-1 Bonds on such date set forth in such table shall be invested in U.S. Treasury Securities—State and Local Government Series in accordance with instructions from the Authority to the Trustee. The Trustee shall request instructions from the Authority not less than 20 days before each such date. Interest and other investment income earned on investments in the 2025-1 Capitalized Interest Account shall remain therein, to be applied as set forth in this Section 303.

(2) The Trustee shall pay out of the 2025-1 Capitalized Interest Account to the Paying Agents, if any, on or before each January 1 and July 1, from [July 1, 2025] to July 1, 20[29], inclusive, from the interest and maturing principal of the investments therein, together with any uninvested cash held thereunder, the amounts set forth in the table below. Amounts so paid to the Paying Agents shall be applied by any such Paying Agents to the payment of interest on the 2025-1 Bonds on the due dates thereof.

<u>Date</u>	<u>Amount to be Transferred from 2025-1 Capitalized Interest Account</u>
[July 1, 2025]	\$ []
January 1, 2026	
July 1, 2026	
January 1, 2027	
July 1, 2027	
January 1, 2028	
July 1, 2028	
January 1, 2029	
July 1, 20[29]	

(3) On or after July 2, 20[29], the Trustee shall transfer any amounts remaining in the 2025-1 Capitalized Interest Account to the Rebate Fund or the 2025-1 Project Account, as instructed by an Authorized Authority Representative.

(4) [The Authority shall establish and the Trustee shall maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2023-1 and 2023-1A Supplemental Capitalized Interest Account.” The 2023-1 and 2023-1A Supplemental Capitalized Interest Account shall be initially funded upon the issuance and delivery of the 2025-1 Bonds, pursuant to Section 208 hereof. Amounts in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account shall be initially invested in Investment Securities consisting of U.S. Treasury Securities—State and Local Government Series as set forth in Schedule II hereto and shall be applied as set forth in this Section 303. On each date set forth in the table under subsection (5) below through and including January 1, 2028, maturing principal, interest and other investment income from investments in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account received on such date and remaining after the payment of interest due on the 2023-1 Bonds and 2023-1A Bonds on such date set forth in such table shall be invested in U.S. Treasury Securities—State and Local Government Series in accordance with instructions from the Authority to the Trustee. The Trustee shall request instructions from the Authority not less than 20 days before each such date. Interest and other investment income earned on investments in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account shall remain therein, to be applied as set forth in this Section 303.

(5) The Trustee shall pay out of the 2023-1 and 2023-1A Supplemental Capitalized Interest Account to the Paying Agents, if any, on or before each January 1 and July 1, from [July 1, 2025] to July 1, 20[29], inclusive, from the interest and maturing principal of the investments therein, together with any uninvested cash held thereunder, the amounts set forth in the table below. Amounts so paid to the Paying Agents shall be applied by any such Paying Agents to the payment of interest on the 2023-1 Bonds and the 2023-1A Bonds on the due dates thereof.

<u>Date</u>	<u>Amount to be Transferred from 2023-1 and 2023-1A Supplemental Capitalized Interest Account</u>
[July 1, 2025]	\$ []
January 1, 2026	
July 1, 2026	
January 1, 2027	
July 1, 2027	
January 1, 2028	
July 1, 2028	
January 1, 2029	
July 1, 2029	

(6) On or after July 2, 20[29], the Trustee shall transfer any amounts remaining in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account to the Rebate Fund, the 2023-1 Project Account, the 2023-1A Project Account or the 2025-1 Project Account, as instructed by an Authorized Authority Representative.]

304. Establishment, Pledge, Funding and Application of 2025-1 Debt Service Reserve Account.

(1) The Authority shall establish and the Trustee shall maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Reserve Account.” The 2025-1 Debt Service Reserve Account shall not be initially funded upon the issuance and delivery of the 2025-1 Bonds. At the sole discretion of the Board of Directors, the 2025-1 Debt Service Reserve Account may thereafter be funded from time to time or at any time at such level as determined by the Board of Directors. In the event the 2025-1 Debt Service Reserve Account shall at any time be funded pursuant to this subsection (1) of Section 304, such 2025-1 Debt Service Reserve Account.

(2) During any period in which the Authority has determined, in its sole discretion, to fund the 2025-1 Debt Service Reserve Account as provided in subsection (1) of this Section 304, the amount determined by the Authority to be maintained therein shall, during such period, constitute the 2025-1 Debt Service Reserve Requirement for purposes of this Section 304. Except as provided in subsection (5) of this Section 304, the Authority shall at all times maintain an amount equal to the 2025-1 Debt Service Reserve Requirement in the 2025-1 Debt Service Reserve Account until the 2025-1 Bonds are discharged in accordance with the provisions of the Indenture. In the event of any deficiency in the 2025-1 Debt Service Reserve Account, the Authority shall replenish such deficiency by depositing monthly at least one twelfth (1/12th) of the aggregate amount of each unreplenished prior draw on the 2025-1 Debt Service Reserve Account and the full amount of any deficiency due to any required valuations of the investments in the 2025-1 Debt Service Reserve Account until the balance in the 2025-1 Debt Service Reserve Account is at least equal to the 2025-1 Debt Service Reserve Requirement.

(3) All Investment Securities credited to the 2025-1 Debt Service Reserve Account shall be valued as of July 1 of each year (or the next preceding or succeeding Business Day, as determined by the Authority, if any such July 1 is not a Business Day) at the greater of the cost of such Investment Securities or the amortized value thereof, exclusive of accrued interest.

(4) Notwithstanding anything to the contrary in the Original Indenture or this Fourth Supplemental Indenture, all amounts in the 2025-1 Debt Service Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of (i) paying principal of and interest on the 2025-1 Bonds in the event moneys in the 2025-1 Debt Service Account are insufficient, or (ii) making the final principal and interest payment on the 2025-1 Bonds.

(5) In the event of the refunding (or other defeasance) of any 2025-1 Bonds, the Trustee, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, shall withdraw from the 2025-1 Debt Service Reserve Account amounts accumulated therein with respect to Debt Service on the 2025-1 Bonds being refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-1 Bonds being refunded (or otherwise defeased); provided that such withdrawal shall not be made unless (a) immediately thereafter the 2025-1 Bonds being refunded (or otherwise defeased) shall be deemed to have been

paid pursuant to subsection 2 of Section 1201 of the Original Indenture, and (b) the amount remaining in the 2025-1 Debt Service Reserve Account after such withdrawal shall not be less than the requirement of such Account pursuant to subsection (2) of this Section 304.

(6) Notwithstanding anything herein to the contrary, at the option of the Authority amounts required to be held in the 2025-1 Debt Service Reserve Account may be substituted, in whole or in part, by the deposit with the Trustee of a 2025-1 Debt Service Reserve Account Policy in a stated amount equal to the amounts so substituted and any 2025-1 Debt Service Reserve Account Policy then held in the 2025-1 Debt Service Reserve Account may be replaced at the option of the Authority by cash or by another 2025-1 Debt Service Reserve Account Policy in whole or in part; provided that prior to the substitution or replacement of such 2025-1 Debt Service Reserve Account Policy the credit rating agencies then rating the 2025-1 Bonds shall have been notified by the Authority of such proposed substitution or replacement and the substitution or replacement shall not result, as evidenced by letters from such rating agencies, in a downgrading or withdrawal of any rating of the 2025-1 Bonds then in effect by such rating agencies; and provided further that the Authority shall have first received an Opinion of Bond Counsel to the effect that such substitution or replacement will not adversely affect, if applicable, the exclusion of interest on the 2025-1 Bonds from the gross income of the owners thereof for federal income tax purposes. Any moneys so withdrawn from the 2025-1 Debt Service Reserve Account shall, with the prior approval of Bond Counsel, be transferred to the General Reserve Fund and used in accordance with the provisions of Section 512 of the Original Indenture or otherwise used in a manner that is consistent with such Opinion of Bond Counsel.

So long as a 2025-1 Debt Reserve Account Policy shall be in full force and effect, any deposits required to be made with respect to the 2025-1 Debt Service Reserve Account pursuant to Section 506 of the Original Indenture shall include any amounts due to the provider of the 2025-1 Debt Service Reserve Account Policy resulting from a draw on the 2025-1 Debt Service Reserve Account Policy (which amounts shall constitute a deficiency or withdrawal from the 2025-1 Debt Service Reserve Account within the meaning of Section 506 of the Original Indenture). Any such amounts shall be paid to the provider of such 2025-1 Debt Service Reserve Account Policy as provided in such 2025-1 Debt Service Reserve Account Policy or any related agreement.

ARTICLE IV

TAX COVENANTS

401. Tax Covenant. The Authority shall not take any action or omit to take any action that, if taken or omitted, respectively, would adversely affect the excludability of interest on any 2025-1 Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes and, furtherance thereof, shall comply with the Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986 executed and delivered by the Authority on the date of delivery of the 2025-1 Bonds, as the same may be supplemented or amended, including any and all exhibits attached thereto. The Authority and the Trustee shall execute such amendments hereof and supplements hereto (and shall comply with the provisions thereof) as are, in the Opinion of Bond Counsel, necessary to preserve such exclusion. The Authority shall comply with this covenant at all times prior to the last maturity of 2025-1 Bonds or, if necessary, until no longer required to to maintain the excludability of interest on any

2025-1 Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes, unless to comply with such covenant, either generally or to the extent stated therein, shall not adversely affect the excludability of interest on any 2025-1 Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes, and thereafter such covenant shall no longer be binding upon the Authority, generally or to such extent as the case may be.

ARTICLE V

MISCELLANEOUS

501. Indenture to Remain in Effect. Except as supplemented by this Fourth Supplemental Indenture, the Original Indenture shall remain in full force and effect.

502. Counterparts. This Fourth Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; such counterparts shall together constitute but one and the same instrument.

503. Performance of Duties. The Trustee, including in its capacity as Paying Agent hereunder, agrees to perform its duties set forth herein.

504. Severability. If any one or more of the covenants or agreements provided in this Fourth Supplemental Indenture to be performed on the part of the Authority or the Trustee, including in its capacity as Paying Agent hereunder, should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Fourth Supplemental Indenture.

505. Assignment. The rights, obligations and duties of the Trustee set forth herein, including its rights, obligations and duties as Paying Agent, shall not be assigned by the Trustee or any successor thereto without the prior written consent of the Authority.

506. Effective Date. This Fourth Supplemental Indenture shall become effective at such time as this Fourth Supplemental Indenture shall be executed and delivered by the Authority and the Trustee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Southern California Public Power Authority has caused this Fourth Supplemental Indenture of Trust to be signed in its name and on its behalf by its President (or a Vice President), and its seal to be hereunto affixed and attested by its Secretary (or an Assistant Secretary), thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

[Authority Seal]

By: _____
President

Attest _____
Assistant Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

SCHEDULE I

U.S. Treasury Securities – State and Local Government Series
Invested in 2025-1 Capitalized Interest Account

[]

[SCHEDULE II

U.S. Treasury Securities – State and Local Government Series
Invested in 2023-1 and 2023-1A Supplemental Capitalized Interest Account]

[]

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

To

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

FIFTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of June 1, 2025

\$(PAR AMOUNT)
Southern Transmission System Renewal Project, Revenue Bonds, 2025-2

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FIFTH SUPPLEMENTAL INDENTURE OF TRUST

THIS FIFTH SUPPLEMENTAL INDENTURE OF TRUST (the “Fifth Supplemental Indenture”), dated as of June 1, 2025, from Southern California Public Power Authority, established under the laws of the State of California (the “Authority”), to U.S. Bank Trust Company, National Association, a national banking association, as trustee (the “Trustee”),

W I T N E S S E T H :

WHEREAS, the Authority has entered into an Indenture of Trust, dated as of April 1, 2023 (the “Original Indenture” and, as supplemented and amended, including as supplemented by this Fourth Supplemental Indenture, the “Indenture”), from the Authority to the Trustee to provide for the securing of Bonds; and

WHEREAS, the Authority has heretofore entered into a First Supplemental Indenture of Trust, dated as of April 1, 2023 (the “First Supplemental Indenture”), from the Authority to the Trustee, providing for the issuance of its Southern Transmission System Renewal Project, Revenue Bonds, 2023-1 (the “2023-1 Bonds”) in the aggregate principal amount of \$254,695,000, in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the Authority has heretofore entered into a Second Supplemental Indenture of Trust, dated as of May 1, 2023 (the “Second Supplemental Indenture”), from the Authority to the Trustee, providing for the issuance of its Southern Transmission System Renewal Project, Revenue Bonds, 2023-1A (the “2023-1A Bonds”) in the aggregate principal amount of \$431,495,000, in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the Authority has heretofore entered into a Third Supplemental Indenture of Trust, dated as of May 1, 2024 (the “Third Supplemental Indenture”), from the Authority to the Trustee, providing for the issuance of its Southern Transmission System Renewal Project, Revenue Bonds, 2024-1 (the “2024-1 Bonds”) in the aggregate principal amount of \$562,855,000, in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the Authority desires to issue its Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (the “2025-2 Bonds”) in the aggregate principal amount of \$[PAR AMOUNT], in order to finance a portion of the Cost of Acquisition of Capacity; and

WHEREAS, the 2025-2 Bonds will be issued and secured under the Indenture; and

WHEREAS, all acts and things have been done and performed that are necessary to make the 2025-2 Bonds, when executed and issued by the Authority, authenticated by the Trustee and delivered, the valid and binding legal obligations of the Authority in accordance with their terms and to make this Fourth Supplemental Indenture a valid and binding agreement for the security of the 2025-2 Bonds authenticated and delivered under the Indenture;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH:

That, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created and originally created by the Original Indenture, the mutual covenants herein contained and the purchase and acceptance of the 2025-2 Bonds issued hereunder by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal or Redemption Price (if any) of, and interest on, the 2025-2 Bonds issued hereunder according to their tenor and effect, and the performance and observance by the Authority of all the covenants and conditions contained herein and in the Indenture on its part to be performed, it is agreed by and between the Authority and the Trustee as follows:

ARTICLE I AUTHORITY AND DEFINITIONS

101. Authority for this Fifth Supplemental Indenture. This Fifth Supplemental Indenture is a Supplemental Indenture executed pursuant to the provisions of the Act and in accordance with Article II and Article X of the Original Indenture.

102. Definitions.

(1) Except as provided by this Fifth Supplemental Indenture, all terms that are defined in the Original Indenture shall have the same meanings in this Fifth Supplemental Indenture as such terms are given in the Original Indenture.

(2) In this Fifth Supplemental Indenture:

Alternate Credit Facility or **Alternate Liquidity Facility** shall mean a letter of credit, insurance policy, line of credit, surety bond, standby purchase agreement or other security or liquidity instrument, as the case may be, issued in accordance with the terms hereof as a replacement or substitute for any Credit Facility or Liquidity Facility, as applicable, then in effect.

Alternate Rate shall mean on any Rate Determination Date in the case of 2025-2 Bonds in a Mode other than the SIFMA Mode, a rate per annum equal to 100% of the SIFMA Index, as determined by the Calculation Agent. With respect to 2025-2 Bonds in the SIFMA Mode, the term “Alternate Rate” shall be inapplicable.

Applicable SIFMA–Based Interest Rate shall mean for each SIFMA Rate Period (or portion thereof) a per annum rate of interest determined weekly equal to the sum of (a) the SIFMA Index Rate and (b) the Applicable SIFMA Spread applicable to the related SIFMA Rate Period.

Applicable SIFMA Spread shall mean during any SIFMA Rate Period for the 2025-2 Bonds, the number of basis points as determined by the Remarketing Agent on or before the first day of such SIFMA Rate Period in accordance with Section 208(C)(5) hereof that, when added to the SIFMA Index Rate on such date, would equal the minimum interest rate per annum that would enable the 2025-2 Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon). The Applicable SIFMA Spread for the 2025-2 Bonds will remain the same throughout the applicable SIFMA Rate Period for such 2025-2 Bonds.

Authority Purchase Account shall mean the account with that name established within the Bond Purchase Fund pursuant to Section 314 hereof.

Authorized Denominations shall mean with respect to the 2025-2 Bonds (a) in a Short-Term Mode, \$100,000 or any integral multiple of \$5,000 in excess of \$100,000, and (b) in a Long-Term Mode, \$5,000 or any integral multiple thereof.

Automatic Termination Event shall mean an event of default set forth in any Liquidity Facility or Credit Facility (or agreement therefor) which would result in the immediate termination of a Liquidity Facility or Credit Facility prior to its stated expiration date without prior notice from the Liquidity Facility Provider or Credit Facility Provider, as applicable, to the Trustee or Tender Agent, as applicable.

Available Amount shall mean the amount available under a Credit Facility or Liquidity Facility, as applicable, to pay the principal of and interest on the 2025-2 Bonds or the Purchase Price of the 2025-2 Bonds, as applicable.

Beneficial Owner shall mean, so long as the 2025-2 Bonds are held in the Book-Entry Only System, any Person who acquires a beneficial ownership interest in a 2025-2 Bond held by the Securities Depository. If at any time the 2025-2 Bonds are not held in the Book-Entry Only System, for such 2025-2 Bonds, Beneficial Owner shall mean Owner for purposes of the Indenture.

Bond Purchase Fund shall mean the trust fund with that name established with the Tender Agent pursuant to Section 314 hereof.

Book-Entry Only System shall mean the system maintained by the Securities Depository and described in Section 309 of the Original Indenture.

Business Day shall mean, for purposes of the 2025-2 Bonds, any day other than (i) a Saturday or Sunday or (ii) a day on which banks located (A) in the city in which the Corporate Trust Office of the Trustee is located, (B) with respect to 2025-2 Bonds for which a Liquidity Facility or Credit Facility, if any, is in place, in the city in which drawings or demands for payment under the applicable Liquidity Facility or Credit Facility, as the case may be, are to be presented or honored is located, (C) in the city in which the corporate trust office of the Tender Agent, if any, at which the 2025-2 Bonds may be tendered for purchase by the owners thereof is located, (D) in the city in which the principal office of the Remarketing Agent, if any, or the Calculation Agent, if any, for 2025-2 Bonds is located, or (E) in New York, New York, are authorized or required to remain closed or (iii) a day on which The New York Stock Exchange is closed.

Calculation Agent shall mean, with respect to the 2025-2 Bonds, such Person as may be selected by the Authority to perform the functions of the Calculation Agent under this Fifth Supplemental Indenture. The initial Calculation Agent for the 2025-2 Bonds while in a Term Rate Mode shall be U.S. Bank Trust Company, National Association. So long as the Trustee is serving as Calculation Agent hereunder, the Calculation Agent shall have the same rights and protections as afforded the Trustee under the Indenture.

Conversion Date shall mean, with respect to the 2025-2 Bonds in the Flexible Mode, Daily Mode, Weekly Mode, SIFMA Mode or Term Rate Mode to be converted to a Fixed Rate Mode, the date on which such 2025-2 Bonds begin to bear interest at a Fixed Rate.

Credit Facility shall mean a direct-pay letter of credit, insurance policy, surety bond, line of credit, loan, guaranty or other instrument issued by a Credit Facility Provider which secures or guarantees the payment of principal of and interest on the 2025-2 Bonds and any Alternate Credit Facility delivered pursuant to Section 305 hereof. A single instrument may function as both a Credit Facility and a Liquidity Facility.

Credit Facility Failure or **Liquidity Facility Failure** shall mean a failure of a Credit Facility Provider or Liquidity Facility Provider, as applicable, to pay a properly presented and conforming draw or request for payment or advance under the Credit Facility or Liquidity Facility, as applicable.

Credit Facility Provider shall mean the bank or banks, insurance company or insurance companies or other financial institution or financial institutions or other Person or Persons issuing a Credit Facility or Alternate Credit Facility for the 2025-2 Bonds, and its or their successors and assigns. If any Credit Facility or Alternate Credit Facility is issued by more than one bank, insurance company, financial institution or other Person, notices required to be given to the Credit Facility Provider may be given to the bank, insurance company, financial institution or other Person under such Credit Facility or Alternate Credit Facility appointed to act as agent for all such banks, insurance companies, financial institutions or other Persons.

Current Mode has the meaning specified in Section 211(A)(1) hereof.

Daily Mode shall mean the Mode during which the 2025-2 Bonds bear interest at the Daily Rate.

Daily Rate shall mean the per annum interest rate on any 2025-2 Bond in the Daily Mode determined pursuant to Section 208(B) hereof.

Daily Rate Period shall mean the period during which a 2025-2 Bond in the Daily Mode shall bear interest at a Daily Rate, which shall be from the Business Day upon which a Daily Rate is set to, but not including, the next succeeding Business Day.

Date of Issuance shall mean the date of delivery of the 2025-2 Bonds to RBC Capital Markets, as initial purchaser of the 2025-2 Bonds, against payment therefor, such date being _____, 2025.

Electronic Means shall mean telecopy, facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

Eligible Account is an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a Standard & Poor's short-term debt rating of at least "A-2" (or, if no short-term debt rating, a long-term debt rating of at least "BBB+"); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

Expiration Date shall mean the stated expiration date (if applicable) of any Credit Facility or Liquidity Facility, as it may be extended from time to time as provided in the Credit Facility or Liquidity Facility, or any earlier date on which any Credit Facility or Liquidity Facility shall terminate, expire or be cancelled.

Favorable Opinion of Bond Counsel shall mean an Opinion of Bond Counsel addressed to the Authority to the effect that an action proposed to be taken is not prohibited by the Indenture and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2025-2 Bonds, as applicable.

Fixed Rate shall mean the per annum interest rate on any 2025-2 Bonds in the Fixed Rate Mode determined pursuant to Section 209(B) hereof.

Fixed Rate Bond shall mean a 2025-2 Bond in the Fixed Rate Mode.

Fixed Rate Mode shall mean the Mode during which the 2025-2 Bonds bear interest at a Fixed Rate or Rates.

Fixed Rate Period shall mean for the 2025-2 Bonds in the Fixed Rate Mode, the period from the Conversion Date upon which such 2025-2 Bonds were converted to the Fixed Rate Mode to, but not including, the Maturity Date for such 2025-2 Bonds.

Flexible Rate Bond shall mean a 2025-2 Bond in the Flexible Mode.

Flexible Mode shall mean the Mode during which the 2025-2 Bonds bear interest at the Flexible Rate.

Flexible Rate shall mean the per annum interest rate on a 2025-2 Bond in the Flexible Mode determined for such 2025-2 Bond pursuant to Section 208(A) hereof. 2025-2 Bonds in the Flexible Mode may bear interest at different Flexible Rates.

Flexible Rate Period shall mean the period of from one to 360 calendar days (which period must end on a Business Day) during which a Flexible Rate Bond shall bear interest at a Flexible Rate, as established by the Remarketing Agent pursuant to Section 208(A) hereof. 2025-2 Bonds in the Flexible Mode may be in different Flexible Rate Periods.

Fourth Supplemental Indenture shall mean the Fourth Supplemental Indenture of Trust, dated as of June 1, 2025, from the Authority to the Trustee, supplementing and amending the Original Indenture.

Fifth Supplemental Indenture shall mean this Fifth Supplemental Indenture of Trust, dated as of June 1, 2025, from the Authority to the Trustee, supplementing and amending the Original Indenture.

Initial Term Rate Period shall mean the Term Rate Period commencing on the Date of Issuance of the 2025-2 Bonds and ending on the first to occur of (i) the Term Scheduled Mandatory Tender Date next succeeding the Date of Issuance of the 2025-2 Bonds, (ii) the first Term Unscheduled Mandatory Tender Date next succeeding the Date of Issuance of the 2025-2 Bonds if all 2025-2 Bonds subject to purchase are actually purchased pursuant to Section 302(B)(11) hereof, (iii) the first date next succeeding the Date of Issuance of the 2025-2 Bonds on which such 2025-2 Bonds bear interest in a Mode other than the Term Rate Mode or (iv) the date on which all such 2025-2 Bonds are redeemed in accordance with the terms of the Indenture or all principal of and interest on such 2025-2 Bonds are otherwise paid in full.

Interest Accrual Period shall mean the period during which a 2025-2 Bond accrues interest payable on the next Interest Payment Date applicable thereto. With respect to any Mode, each Interest Accrual Period shall commence on (and include) the last Interest Payment Date to which interest has been paid (or, if no interest has been paid in such Mode, from the Date of Issuance of the 2025-2 Bonds, or the Mode Change Date or Conversion Date, as the case may be) and shall continue to, but not including, the Interest Payment Date on which interest is to be paid. If, at the time of authentication of any 2025-2 Bond, interest is in default or overdue on the 2025-2 Bonds, such 2025-2 Bond shall bear interest from the date to which interest has previously been paid in full or made available for payment in full on such 2025-2 Bonds.

Interest Payment Date shall mean each date on which interest is to be paid and is: (i) with respect to the 2025-2 Bonds in the Daily Mode, Weekly Mode or SIFMA Mode, the first Business Day of each calendar month; (ii) with respect to the 2025-2 Bonds in the Flexible Mode, each Mandatory Purchase Date applicable thereto; (iii) with respect to the 2025-2 Bonds in a Long-Term Mode, January 1 and July 1 of each year, commencing with respect to the 2025-2 Bonds delivered on the Date of Issuance thereof in the Term Rate Mode, on [January 1, 2026], and with respect to a Term Rate Period, the final day of the current Rate Period, if other than a regular six-month interval; (iv) (without duplication as to any Interest Payment Date listed above) any Conversion Date or Mode Change Date (other than a change between a Daily Mode and a Weekly Mode); (v) (without duplication as to any Interest Payment Date listed above) the Maturity Date; (vi) (without duplication as to any Interest Payment Date listed above), each Mandatory Purchase Date; (vii) with respect to any Liquidity Provider Bonds, each date set forth in the Liquidity Facility (or agreement providing therefor) then in effect; (viii) (without duplication as to any Interest Payment Date listed above), with respect to any 2025-2 Bonds while subject to a SIFMA Delayed Remarketing Period, the last day of the SIFMA Delayed Remarketing Period and (ix) (without duplication as to any Interest Payment Date listed above), with respect to any

2025-2 Bonds while subject to a Term Delayed Remarketing Period, the last day of the Term Delayed Remarketing Period.

Liquidity Facility shall mean a letter of credit, standby bond purchase agreement, line of credit, loan, guaranty or similar agreement with a Liquidity Facility Provider to provide liquidity support to pay the Purchase Price of the 2025-2 Bonds tendered for purchase in accordance with the provisions of this Fifth Supplemental Indenture and any Alternate Liquidity Facility delivered pursuant to Section 307 hereof. A single instrument may function as both a Credit Facility and a Liquidity Facility.

Liquidity Facility Provider shall mean the bank or banks or other financial institution or financial institutions or other Person or Persons issuing a Liquidity Facility or Alternate Liquidity Facility for the 2025-2 Bonds, and its or their successors and assigns. If any Liquidity Facility or Alternate Liquidity Facility is issued by more than one bank, financial institution or other Person, notices required to be given to the Liquidity Facility Provider may be given to the bank, financial institution or other Person under such Alternate Liquidity Facility appointed to act as agent for all such banks, financial institutions or other Persons.

Liquidity Facility Purchase Account shall mean the account with that name established within the Bond Purchase Fund pursuant to Section 314 hereof.

Liquidity Provider Bonds shall mean any 2025-2 Bonds purchased by a Liquidity Facility Provider with funds drawn on or advanced under a Liquidity Facility.

London Banking Day shall mean a day on which banks in London are open for business and dealing in offshore dollars.

Long-Term Mode shall mean the Term Rate Mode or Fixed Rate Mode.

Mandatory Purchase Date shall mean: (i) with respect to 2025-2 Bonds in the SIFMA Mode, the applicable SIFMA Scheduled Mandatory Tender Date for a SIFMA Rate Period and any SIFMA Unscheduled Mandatory Tender Date for a SIFMA Rate Period determined by the Authority pursuant to Section 302(B)(9) hereof on which the 2025-2 Bonds in the SIFMA Mode are actually purchased; (ii) with respect to a Flexible Rate Bond, the first Business Day following the last day of each Flexible Rate Period with respect to such 2025-2 Bonds; (iii) with respect to 2025-2 Bonds in the Term Rate Mode, the applicable Term Scheduled Mandatory Tender Date for a Term Rate Period and any Term Unscheduled Mandatory Tender Date for a Term Rate Period determined by the Authority pursuant to Section 302(B)(11) hereof on which the 2025-2 Bonds in the Term Rate Mode are actually purchased; (iv) any Conversion Date or Mode Change Date (except a change in Mode between the Daily Mode and the Weekly Mode); (v) for any 2025-2 Bonds that are (or are to be) secured by a Credit Facility or the purchase of which is provided for (or is to be provided for) by a Liquidity Facility, any Substitution Date (other than a substitution of an Alternate Credit Facility for a Credit Facility while the applicable 2025-2 Bonds are in the Fixed Rate Mode); (vi) for any 2025-2 Bonds that are secured by a Credit Facility or the purchase of which is provided for by a Liquidity Facility, the fifth (5th) Business Day prior to the Expiration Date (other than as a result of an Automatic

Termination Event); and (vii) for any 2025-2 Bonds that are secured by a Credit Facility or the purchase of which is provided for by a Liquidity Facility, the fifth (5th) Business Day following the date of receipt by the Trustee or Tender Agent, as applicable, of written notice from the Credit Facility Provider or Liquidity Facility Provider, as applicable, of the occurrence of an event of default (other than as a result of an Automatic Termination Event) under such Credit Facility or Liquidity Facility (or agreement providing therefor) which gives such Credit Facility Provider or Liquidity Facility Provider, as applicable, the right to terminate the Credit Facility or Liquidity Facility with notice, which date shall be (and shall be required to be under any Liquidity Facility or Credit Facility (or agreement providing therefor)) at least two (2) Business Days prior to the termination of the Credit Facility or Liquidity Facility, as applicable.

Maturity Date shall mean July 1, [20__], or, if established pursuant to Section 211(B)(4) upon a conversion of the 2025-2 Bonds to the Fixed Rate Mode, the serial maturity dates of such 2025-2 Bonds.

Maximum Lawful Rate shall mean the maximum rate of interest on the relevant obligation permitted by applicable law.

Maximum Interest Rate shall mean (A) with respect to any 2025-2 Bonds that are Liquidity Provider Bonds, the Maximum Interest Rate therefor set forth in the Liquidity Facility and (B) with respect to all other 2025-2 Bonds, the lesser of (i) ten percent (10%) per annum; or (ii) the Maximum Lawful Rate.

Mode shall mean, as the context may require, the Flexible Mode, the Daily Mode, the Weekly Mode, the SIFMA Mode, the Term Rate Mode or the Fixed Rate Mode.

Mode Change Date shall mean with respect to the 2025-2 Bonds in a particular Mode (other than the Fixed Rate Mode), the day on which another Mode (other than a Fixed Rate Mode) for such 2025-2 Bonds begins.

New Mode shall have the meaning specified in Section 211(A)(1) hereof.

Notice Parties shall mean the Authority, the Trustee, the Tender Agent, the Remarketing Agent (if any), the Credit Facility Provider (if any) and the Liquidity Facility Provider (if any).

Optional Tender Notice shall mean, with respect to the 2025-2 Bonds in the Daily Mode or Weekly Mode, a notice delivered by a Beneficial Owner by Electronic Means or in writing that states (i) the principal amount of such 2025-2 Bonds to be purchased pursuant to Section 302(A) hereof, (ii) the Purchase Date on which any such 2025-2 Bond is to be purchased, (iii) the applicable payment instructions with respect to any such 2025-2 Bond being tendered for purchase and (iv) an irrevocable demand for such purchase.

Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, a governmental body or a political subdivision, a municipality, a municipal authority or any other group or organization of individuals.

Purchase Date shall mean (i) for a 2025-2 Bond in the Daily Mode or the Weekly Mode, any Business Day selected by the Beneficial Owner of said 2025-2 Bond pursuant to the provisions of Section 302(A)(1) hereof; and (ii) for any 2025-2 Bond, any Mandatory Purchase Date for such 2025-2 Bond.

Purchase Price shall mean an amount equal to the principal amount of any 2025-2 Bonds purchased on any Purchase Date, plus unpaid accrued interest, if any, thereon to the Purchase Date (if the Purchase Date is not an Interest Payment Date).

Rate Determination Date shall mean, with respect to 2025-2 Bonds in the Flexible Mode, the Daily Mode, the Weekly Mode, the SIFMA Mode, the Term Rate Mode or the Fixed Rate Mode, a date on which an interest rate to be borne by any 2025-2 Bonds shall be determined, which: (1) in the case of the Flexible Mode, shall be the first day of a Rate Period; (2) in the case of the Daily Mode, shall be each Business Day commencing with the first day (which must be a Business Day) the applicable 2025-2 Bonds become subject to the Daily Mode; (3) in the case of the initial conversion to the Weekly Mode, shall be no later than the Business Day prior to the Mode Change Date, and thereafter, shall be each Wednesday or, if Wednesday is not a Business Day, then the Business Day next following such Wednesday; (4) in the case of the SIFMA Mode, shall be no later than the Business Day prior to the Mode Change Date, and thereafter, shall be each Wednesday or, if Wednesday is not a Business Day, then the Business Day next following such Wednesday; (5) in the case of the Term Rate Mode, shall be a Business Day no earlier than fifteen (15) Business Days and no later than the Business Day next preceding the first day of a Term Rate Period, as determined by the Remarketing Agent; and (6) in the case of the Fixed Rate Mode, shall be a date determined by the Remarketing Agent which shall be at least one Business Day prior to the Conversion Date.

Rate Period shall mean, for any 2025-2 Bond in a particular Mode, each period of time that such 2025-2 Bond bears interest at the specific rate (per annum) (or in the case of the SIFMA Mode, bears interest at a rate determined by reference to a specific Applicable SIFMA Spread) which becomes effective at the beginning of the applicable period, and shall include any Flexible Rate Period, Daily Rate Period, Weekly Rate Period, SIFMA Rate Period, Term Rate Period or Fixed Rate Period.

Rating Confirmation Notice shall mean a written notice from each Rating Agency confirming that the unenhanced rating on the 2025-2 Bonds will not be lowered or withdrawn (other than a withdrawal of a short-term rating upon a change to a Long-Term Mode) as a result of the action proposed to be taken.

Record Date shall mean (i) with respect to 2025-2 Bonds bearing interest payable on regularly scheduled Interest Payment Dates that shall occur on an interval more frequent than semi-annual, the last Business Day before an Interest Payment Date and (ii) with respect to 2025-2 Bonds bearing interest payable on regularly scheduled Interest Payment Dates that shall occur on an interval that is semi-annual or less frequent, the fifteenth (15th) day (whether or not a Business Day) of the month next preceding each Interest Payment Date.

Redemption Fund shall mean the fund by that name established pursuant to Section 701 hereof.

Remarketing Agent shall mean each Person qualified under Section 316(A) hereof to act as Remarketing Agent for the 2025-2 Bonds and appointed by the Authority from time to time.

Remarketing Agreement shall mean a Remarketing Agreement relating to the 2025-2 Bonds by and between the Authority and the Remarketing Agent or any similar agreement between the Authority and a Remarketing Agent, as it may be amended or supplemented from time to time in accordance with its terms.

Remarketing Proceeds Account shall mean the account with that name established within the Bond Purchase Fund pursuant to Section 314 hereof.

Short-Term Mode shall mean the Flexible Mode, the Daily Mode, the Weekly Mode or the SIFMA Mode.

SIFMA shall mean the Securities Industry and Financial Markets Association (formerly the Bond Market Association) or any successor thereto.

SIFMA Call Protection Date shall mean with respect to each SIFMA Rate Period for the 2025-2 Bonds, the date determined pursuant to Section 208(C)(6) hereof.

SIFMA Delayed Remarketing Period shall mean the period from and including the applicable SIFMA Scheduled Mandatory Tender Date on which all of the 2025-2 Bonds in the SIFMA Mode subject to purchase on such date pursuant to Section 302(B)(3) hereof have not been purchased or remarketed pursuant to Section 303 hereof to (but not including) the earlier to occur of: (i) the date on which all such 2025-2 Bonds are successfully purchased or remarketed pursuant to Section 312(C) hereof; or (ii) the date on which all of such 2025-2 Bonds have been deemed to have been paid and are no longer Outstanding pursuant to the Indenture.

SIFMA Delayed Remarketing Period Rate shall mean, during any SIFMA Delayed Remarketing Period, the per annum interest rate on the 2025-2 Bonds during a SIFMA Delayed Remarketing Period, as follows:

For the Period (in Days) on and after applicable SIFMA Scheduled Mandatory Tender Date on which such SIFMA Delayed Remarketing Period shall commence	Interest Rate
0-89 days	6.0%
90 days and thereafter	8.0%

Notwithstanding any of the foregoing, the SIFMA Delayed Remarketing Period Rate shall not exceed the Maximum Interest Rate.

SIFMA Index shall mean, with respect to 2025-2 Bonds in the SIFMA Mode, on any Rate Determination Date, the Securities Industry and Financial Markets Association Municipal Swap Index (formerly The Bond Market Association Municipal Swap Index), a seven-day high-grade market index composed of selected tax-exempt variable-rate demand obligations meeting specific criteria. The SIFMA Index is calculated weekly and released each Wednesday afternoon by Bloomberg. If at any time the SIFMA Index is not available, there shall be used in its place such index as the Authority, following consultation with (i) the Authority's municipal advisor, if any, and (ii) the Calculation Agent or the Remarketing Agent, as applicable for the applicable SIFMA Weekly Rate Period, from time to time determines most closely approximates the SIFMA Index.

SIFMA Index Rate shall mean the per annum rate equal to the SIFMA Index.

SIFMA Mode shall mean the Mode during which the 2025-2 Bonds bear interest at the Applicable SIFMA-Based Interest Rate.

SIFMA Rate Period shall mean, with respect to 2025-2 Bonds in the SIFMA Mode, a period determined pursuant to Section 208(C)(4) hereof.

SIFMA Scheduled Mandatory Tender Date shall mean with respect to each SIFMA Rate Period for 2025-2 Bonds, the date determined by the Authority pursuant to Section 208(C)(7) hereof.

SIFMA Standard Call Protection Date shall mean the date that is six (6) months prior to the SIFMA Scheduled Mandatory Tender Date for such SIFMA Rate Period (unless the SIFMA Rate Period shall be shorter than six (6) months, in which case, the SIFMA Standard Call Protection Date shall be inapplicable).

SIFMA Unscheduled Mandatory Tender Date shall mean a mandatory purchase date in a SIFMA Rate Period for 2025-2 Bonds in the SIFMA Mode pursuant to Section 302(B)(9) hereof (and excluding any mandatory purchase of 2025-2 Bonds in the SIFMA Mode pursuant to Section 302(B)(3) hereof).

SIFMA Weekly Rate Period shall mean the weekly period during each SIFMA Rate Period beginning on the Thursday following the applicable Rate Determination Date (or if such Rate Determination Date is not a Wednesday, the Thursday following the Wednesday immediately preceding such Rate Determination Date) through the following Wednesday whether or not such day is a Business Day during which the 2025-2 Bonds in the SIFMA Mode bear interest at a particular Applicable SIFMA-Based Interest Rate.

Substitution Date shall mean the date upon which a Credit Facility or Liquidity Facility is provided for the 2025-2 Bonds not previously covered by a Credit Facility or Liquidity Facility or the date upon which an Alternate Credit Facility or Alternate Liquidity Facility is substituted for the Credit Facility or Liquidity Facility then in effect.

Tender Agent shall mean each Person qualified under Section 316(B) hereof to act as Tender Agent with respect to the 2025-2 Bonds and so appointed by the Authority and

so acting from time to time, and its successors. The initial Tender Agent shall be U.S. Bank Trust Company, National Association, in Los Angeles, California.

Tender Notice Deadline shall mean (i) during the Daily Mode, 10:00 a.m. on any Business Day and (ii) during the Weekly Mode, 5:00 p.m. on the Business Day seven (7) days prior to the applicable Purchase Date.

Term Call Protection Date shall mean with respect to each Term Rate Period for the 2025-2 Bonds, the date determined pursuant to Section 209(A)(3) hereof.

Term Delayed Remarketing Period shall mean the period from and including the applicable Term Scheduled Mandatory Tender Date on which all of the 2025-2 Bonds in the Term Rate Mode subject to purchase on such date pursuant to Section 302(B)(2) hereof have not been purchased or remarketed pursuant to Section 303 hereof to (but not including) the earlier to occur of: (i) the date on which all such 2025-2 Bonds are successfully purchased or remarketed pursuant to Section 317(C) hereof; or (ii) the date on which all of such 2025-2 Bonds have been deemed to have been paid and are no longer Outstanding pursuant to the Indenture.

Term Delayed Remarketing Period Rate shall mean, during any Term Delayed Remarketing Period, the per annum interest rate on the 2025-2 Bonds during a Term Delayed Remarketing Period, as follows:

For the Period (in Days) on and after applicable Term Scheduled Mandatory Tender Date on which such Term Delayed Remarketing Period shall commence	Interest Rate
0-89 days	6.0%
90 days and thereafter	8.0%

Notwithstanding any of the foregoing, the Term Delayed Remarketing Period Rate shall not exceed the Maximum Interest Rate.

Term Rate shall mean the per annum interest rate for the applicable Term Rate Period for the 2025-2 Bonds in the Term Rate Mode determined pursuant to Section 209(A) hereof.

Term Rate Mode shall mean the Mode during which the 2025-2 Bonds bear interest at the Term Rate.

Term Rate Period shall mean the Initial Term Rate Period and the period from (and including) the beginning date of each successive Rate Period selected for the 2025-2 Bonds by the Authority pursuant to Section 209(A) while such 2025-2 Bonds are in the Term Rate Mode to (but excluding) the commencement date of the next succeeding Rate Period, including another Term Rate Period. Except as otherwise provided herein, a Rate Period for the 2025-2 Bonds in the Term Rate Mode must be at least 180 days in length.

Term Scheduled Mandatory Tender Date shall mean with respect to each Term Rate Period for 2025-2 Bonds, the date determined by the Authority pursuant to Section 209(A) hereof. The Term Scheduled Mandatory Tender Date for the Initial Term Rate Period shall be July 1, [20__].

Term Standard Call Protection Date shall mean the date that is six (6) months prior to the Term Scheduled Mandatory Tender Date for such Term Rate Period (unless the Term Rate Period shall be shorter than six (6) months, in which case, the Term Standard Call Protection Date shall be inapplicable).

Term Unscheduled Mandatory Tender Date shall mean a mandatory purchase date in a Term Rate Period for 2025-2 Bonds in the Term Rate Mode pursuant to Section 302(B)(11) hereof (and excluding any mandatory purchase of 2025-2 Bonds in the Term Rate Mode pursuant to Section 302(B)(5) hereof).

[2023-1 and 2023-1A Supplemental Capitalized Interest Account] shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2023-1 and 2023-1A, Supplemental Capitalized Interest Account established pursuant to Section 503 of this Fourth Supplemental Indenture.]

2025-1 Bonds shall mean the Authority's Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, authorized by Article II of the Fourth Supplemental Indenture.

2025-1 Costs of Issuance Subaccount shall mean the meaning given in the Fourth Supplemental Indenture.

2025-2 Bonds shall mean the Authority's Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, authorized by Article II of this Fifth Supplemental Indenture.

2025-2 Capitalized Interest Account shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Capitalized Interest Account established pursuant to Section 503 of this Fifth Supplemental Indenture.

2025-2 Costs of Issuance Subaccount shall mean the special subaccount in the Project Fund designated as the "Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Costs of Issuance Subaccount" established pursuant to Section 501 of this Fifth Supplemental Indenture.

2025-2 Debt Service Account shall mean the "Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Account" established pursuant to Section 502 of this Fifth Supplemental Indenture.

2025-2 Debt Service Reserve Account shall mean the "Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Reserve Account" established pursuant to Section 504 of this Fifth Supplemental Indenture.

2025-2 Debt Service Reserve Account Policy shall mean a surety bond, line of credit, letter of credit, insurance policy or similar agreement issued to the Trustee by a company licensed to issue a surety bond, line of credit, letter of credit, insurance policy or similar agreement guaranteeing the timely payment of debt service on the 2025-2 Bonds (a “municipal bond insurer”), which municipal bond insurer, at the time any such 2025-2 Debt Service Reserve Account Policy is issued, shall have its claims paying ability rated in not lower than the second highest rating category (without regard to any gradations within any such category) by at least two nationally-recognized credit rating agencies.

2025-2 Debt Service Reserve Requirement shall mean an amount equal to \$0.00.

2025-2 Parity Swap shall mean any Parity Swap hereafter entered into by the Authority which shall be designated to the Trustee by an Authorized Authority Representative as a 2025-2 Parity Swap (whether or not such Parity Swap shall relate to any particular Series of Bonds as provided in such Parity Swap).

2025-2 Parity Swap Provider shall mean the Parity Swap Provider of any 2025-2 Parity Swap.

2025-2 Project Account shall mean the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Project Account established pursuant to Section 501 of this Fifth Supplemental Indenture.

Weekly Mode shall mean the Mode during which the 2025-2 Bonds bear interest at the Weekly Rate.

Weekly Rate shall mean the per annum interest rate on the 2025-2 Bonds for each Weekly Rate Period in the Weekly Mode determined pursuant to Section 208(B) hereof.

Weekly Rate Period shall mean the period during which the 2025-2 Bonds in the Weekly Mode shall bear a Weekly Rate, which shall be the period commencing on Thursday of each week to and including Wednesday of the following week, except (i) the first Weekly Rate Period which shall be from the Mode Change Date to and including the Wednesday of the following week, (ii) the last Weekly Rate Period which shall be from and including the Thursday of the week prior to the Mode Change Date or Maturity Date of the 2025-2 Bonds to the day next succeeding the Mode Change Date or Maturity Date and (iii) if a particular Thursday is not a Business Day, the applicable Weekly Rate Period shall begin on the Business Day next succeeding such Thursday, and the preceding Weekly Rate Period shall end on the day before such Weekly Rate Period begins.

ARTICLE II AUTHORIZATION AND TERMS OF THE 2025-2 BONDS

201. Principal Amount, Designation and Series. Pursuant to the provisions of the Indenture, a Series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$_____. Such Bonds shall be

designated as, and shall be distinguished from the Bonds of all other Series by the title, “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2.”

202. Purpose.

(1) The 2025-2 Bonds are issued for the purposes of financing a portion of the Cost of Acquisition of Capacity.

(2) The purposes set forth in paragraph (1) of this Section 202 shall constitute purposes described in Section 203 of the Original Indenture.

Pursuant to Section 202 of the Original Indenture, it is hereby determined that the 2025-2 Bonds shall not be Participating Bonds pursuant to the Original Indenture and that a Series Debt Service Reserve Account shall instead be established and maintained for the 2025-2 Bonds. The Debt Service Reserve Requirement for the 2025-2 Bonds is hereby determined to be an amount equal to the 2025-2 Debt Service Reserve Requirement (i.e., \$0).

203. Date and Maturity; Denominations; Initial Mode and Rate. The 2025-2 Bonds shall be dated the Date of Issuance and shall mature on the Maturity Date. The 2025-2 Bonds shall at any time bear interest in a Short-Term Mode or a Long-Term Mode. However, at any given time, all 2025-2 Bonds shall bear interest in the same Mode. While in a Short-Term Mode or a Long-Term Mode, the 2025-2 Bonds shall bear interest at the applicable rate or rates during each applicable Interest Accrual Period until the entire principal amount of the 2025-2 Bonds has been paid. The principal of the 2025-2 Bonds shall be due and payable on the respective Maturity Date or Dates thereof or upon an earlier redemption date thereof.

The 2025-2 Bonds shall initially be delivered in the Term Rate Mode for an Initial Term Rate Period ending, subject to Section 209(A)(2) hereof or as otherwise provided herein, on July 1, 20___. The interest rate of the 2025-2 Bonds during the Initial Term Rate Period shall be ____% per annum. The initial Interest Payment Date for the 2025-2 Bonds shall be [January 1, 2026].

204. Registered Form, Denominations; Transfer of the 2025-2 Bonds. The 2025-2 Bonds shall be issued in fully registered form in Authorized Denominations. The 2025-2 Bonds shall initially be evidenced by one bond maturing on the Maturity Date. Each 2025-2 Bond shall be numbered in a manner determined by the Trustee so as to be distinguished from every other such 2025-2 Bond, with each such number designation preceded by the letter “R”. The 2025-2 Bonds shall initially be subject to the Book-Entry Only System and shall be registered in the name of “Cede & Co.,” as nominee of DTC, in accordance with Section 309 of the Original Indenture. Registered ownership of the 2025-2 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 309 of the Original Indenture (or if the Book-Entry Only System is hereafter discontinued for the 2025-2 Bonds, except as otherwise provided in the Original Indenture and herein).

Whenever, during the term of the 2025-2 Bonds, the beneficial ownership thereof is determined by a book-entry at the Securities Depository, the requirements in the Original Indenture and herein of holding, delivering or transferring the 2025-2 Bonds shall be deemed modified to require the appropriate Person to meet the requirements of the Securities Depository as to registering or transferring the book-entry to produce the same effect. Any provision hereof

permitting or requiring delivery of the 2025-2 Bonds shall, while the 2025-2 Bonds are in the Book-Entry Only System, be satisfied by the notation on the books of the Securities Depository.

205. Form of 2025-2 Bonds; Trustee's Certificate of Authentication; Execution.

Subject to the provisions of the Indenture and hereof, the 2025-2 Bonds and the Trustee's certificate of authentication to be executed thereon shall be in substantially the form set forth in Exhibit A hereto, which form is of substantially the tenor set forth in Article XIII of the Original Indenture, with such variations, omissions and insertions thereto as required to reflect the terms of the 2025-2 Bonds in conformity with the provisions of this Fifth Supplemental Indenture and as required or permitted by the Act and the Indenture. Upon a change in Mode of the 2025-2 Bonds to a New Mode or a conversion of the 2025-2 Bonds to the Fixed Rate Mode, a new form of 2025-2 Bond shall be prepared, if and to the extent necessary, which contains the terms of the 2025-2 Bonds applicable in such New Mode or Fixed Rate Mode.

The 2025-2 Bonds may be executed by manual or facsimile signature of the President or Vice President of the Authority, and the seal may be attested by the manual or facsimile signature of the Secretary or an Assistant Secretary of the Authority.

206. Place of Payment and Paying Agents. Subject to Section 309 of the Original Indenture, the principal and Redemption Price or Purchase Price of the 2025-2 Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of U.S. Bank Trust Company, National Association, St. Paul, Minnesota, and such banking institution is hereby appointed as Paying Agent for the 2025-2 Bonds. The principal and Redemption Price or Purchase Price of the 2025-2 Bonds shall also be payable at any other place that may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Indenture. Interest on the 2025-2 Bonds shall be paid by the Trustee (as a Paying Agent for the 2025-2 Bonds) on the applicable payment dates (a) in the case of 2025-2 Bonds other than 2025-2 Bonds bearing interest in a Long-Term Mode, by wire transfer of immediately available funds on the applicable Record Date to an account specified by the Owner thereof in writing delivered to the Trustee, and (b) in the case of 2025-2 Bonds bearing interest in a Long-Term Mode, by check mailed by the Trustee to the respective Owners thereof on the applicable Interest Payment Date at their addresses as they appear as of the close of business on the applicable Record Date in the registration books kept by the Trustee, except that in the case of (i) such an Owner of \$1,000,000 or more in aggregate principal amount of 2025-2 Bonds, upon the written request of such Owner to the Trustee at least two (2) Business Days before the Record Date, specifying the account or accounts in the continental United States to which such payment shall be made, and (ii) Liquidity Provider Bonds, such payments shall be made by wire transfer of immediately available funds on the applicable payment date following such Record Date. Any request referred to in clause (i) of the preceding sentence shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee. When a Book-Entry Only System is in effect, interest may be paid by wire transfer in accordance with mutually satisfactory arrangements between the Trustee and the Securities Depository. The principal, Redemption Price or Purchase Price, premium, if any, and interest with respect to the 2025-2 Bonds will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. As provided in subsection 4 of Section 301 of the Original Indenture, the record dates for the payment of interest on the 2025-

2 Bonds are hereby established as the Record Dates as set forth in the definition thereof in Section 201 of this Fifth Supplemental Indenture.

207. Interest on the 2025-2 Bonds; General.

(A) Payment of Interest. Interest on the 2025-2 Bonds shall be paid on each Interest Payment Date and on any redemption date for the 2025-2 Bonds being redeemed.

(B) Interest Accrual, Calculation and Payment; Maximum Interest Rate.

(1) When a Short-Term Mode is in effect, interest shall be calculated for the 2025-2 Bonds on the basis of a 365/366-day year for the actual number of days elapsed. When a Long-Term Mode is in effect, interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on each 2025-2 Bond shall be made on each Interest Payment Date for such 2025-2 Bond for unpaid interest accrued during the Interest Accrual Period to the Owner of record of such 2025-2 Bond on the applicable Record Date.

(2) The 2025-2 Bonds in any Mode, other than a Fixed Rate Mode, may be changed to a New Mode or converted to the Fixed Rate Mode at the times and in the manner hereinafter provided in Section 211. Subsequent to such change in Mode (other than a change to a Fixed Rate Mode), such 2025-2 Bonds may again be changed to a New Mode or converted to the Fixed Rate Mode at the times and in the manner hereinafter provided in Section 211. Any change to the Fixed Rate Mode shall be in effect until the respective Maturity Date of the 2025-2 Bonds, or acceleration thereof prior to such Maturity Date, if applicable, and the 2025-2 Bonds in the Fixed Rate Mode may not be changed to any other Mode.

(3) Notwithstanding anything in the Indenture to the contrary, Liquidity Provider Bonds shall bear interest calculated at the rates (and on the basis) applicable from time to time under the applicable Liquidity Facility and such interest shall accrue and be payable on the dates as specified in the applicable Liquidity Facility.

(4) [reserved]

(5) Notwithstanding any provision to the contrary herein, no 2025-2 Bond shall bear interest at an interest rate higher than the Maximum Interest Rate.

(6) In the absence of manifest error, the determination of interest rates (including any determination of rates in connection with a New Mode), any spread and interest periods by the Remarketing Agent and/or Calculation Agent and the record of interest rates maintained by the Trustee shall be conclusive and binding upon the Remarketing Agent, the Calculation Agent, the Trustee, the Authority, the Owners and the Beneficial Owners.

208. Short-Term Modes.

(A) Determination of Flexible Rates and Rate Periods During Flexible Mode.

(1) A Rate Period for the 2025-2 Bonds in the Flexible Mode shall be of a duration of from one to 360 calendar days, ending on a Business Day or the Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section 208(A). A Flexible Rate Bond can have a Rate Period, and bear interest at a Flexible Rate, different than another Flexible Rate Bond. In making the determinations with respect to Rate Periods, subject to limitations imposed by the second preceding sentence and in Section 207 hereof, on each Rate Determination Date for a Flexible Rate Bond, the Remarketing Agent shall select for such 2025-2 Bond the Rate Period that would result in the Remarketing Agent being able to remarket such 2025-2 Bond at par in the secondary market at the lowest average interest cost; provided, however, that if the Remarketing Agent has received notice from the Authority that the 2025-2 Bonds are to be changed from the Flexible Mode to any other Mode or converted to a Fixed Rate Mode, the Remarketing Agent shall select Rate Periods which do not extend beyond the resulting applicable proposed Mandatory Purchase Date of the 2025-2 Bonds.

(2) By 1:00 p.m. on each Rate Determination Date, the Remarketing Agent, with respect to each 2025-2 Bond in the Flexible Mode that is subject to adjustment on such date, shall determine the Flexible Rate(s) for the Rate Periods then selected for such 2025-2 Bond and shall give notice by Electronic Means to the Trustee, the Tender Agent and the Authority, of the Rate Period, the Purchase Date(s) and the Flexible Rate(s). The Remarketing Agent shall make the Flexible Rate and Rate Period available after 2:00 p.m. on each Rate Determination Date by telephone or Electronic Means to the Authority, the Trustee and the Tender Agent and to any Beneficial Owner or other Notice Party requesting such information.

(B) Determination of Interest Rates During the Daily Mode and the Weekly Mode.

(1) The interest rate for the 2025-2 Bonds in the Daily Mode or Weekly Mode shall be the rate of interest per annum determined by the Remarketing Agent on and as of the applicable Rate Determination Date as the minimum rate of interest which, in the opinion of the Remarketing Agent under then-existing market conditions, would result in the sale of the 2025-2 Bonds in the Daily Rate Period or Weekly Rate Period, as applicable, at a price equal to the principal amount thereof, plus interest, if any, accrued through the then current Interest Accrual Period.

(2) During the Daily Mode, the Remarketing Agent shall establish the Daily Rate by 10:00 a.m. on each Rate Determination Date. The Daily Rate for any day during the Daily Mode which is not a Business Day shall be the Daily Rate established on the immediately preceding Rate Determination Date. The Remarketing Agent shall make the Daily Rate available after 10:30 a.m. on each Rate Determination Date by telephone or Electronic Means to the Authority, the Trustee and the Tender Agent and to any Beneficial Owner or other Notice Party requesting such rate.

(3) During the Weekly Mode, the Remarketing Agent shall establish the Weekly Rate by 10:00 a.m. on each Rate Determination Date. The Weekly Rate shall be in effect during the applicable Weekly Rate Period. The Remarketing Agent shall make the Weekly Rate available after 10:30 a.m. on the Rate Determination Date by telephone or Electronic Means to the Authority, the Trustee and the Tender Agent and to any Beneficial Owner or other Notice Party requesting such rate.

(C) Determination of Interest Rates, SIFMA Rate Periods, Applicable SIFMA Spread, SIFMA Call Protection Date and SIFMA Scheduled Mandatory Tender Dates During the SIFMA Mode.

(1) During the period beginning on the first day on which a change in Mode of the 2025-2 Bonds to the SIFMA Mode is effected and ending on the effective date of a change in Mode to a New Mode or the conversion to a Fixed Rate Mode of such 2025-2 Bonds, such 2025-2 Bonds shall, subject to Sections 208(C)(9), 208(C)(10) and 208(C)(11) or as otherwise provided herein, bear interest at the Applicable SIFMA-Based Interest Rate for each SIFMA Weekly Rate Period (or portion thereof) during the applicable SIFMA Rate Period.

(2) The SIFMA Index Rate and the Applicable SIFMA-Based Interest Rate for each SIFMA Weekly Rate Period shall be determined by the Calculation Agent on each Rate Determination Date during such SIFMA Rate Period. Promptly following determination of the SIFMA Index Rate and the Applicable SIFMA-Based Interest Rate on each Rate Determination Date, the Calculation Agent will notify the Authority, the Trustee (if the Trustee is not the Calculation Agent) and the Remarketing Agent, if any, of the Applicable SIFMA-Based Interest Rate for the next succeeding SIFMA Weekly Rate Period (or portion thereof). All percentages resulting from the calculation of the Applicable SIFMA-Based Interest Rate will be rounded upwards, if necessary, to the nearest fifth decimal place.

(3) During each SIFMA Rate Period, no later than 11:00 a.m. on the Business Day immediately preceding each Interest Payment Date while the 2025-2 Bonds bear interest in the SIFMA Mode, the Trustee shall deliver written notice to the Authority and the Remarketing Agent, if any, specifying the Applicable SIFMA-Based Interest Rate for each SIFMA Weekly Rate Period (or portion thereof) during the Interest Accrual Period preceding such Interest Payment Date, and the aggregate amount of interest that accrued during the Interest Accrual Period ending on the day preceding such Interest Payment Date, together with a detailed calculation of the foregoing.

(4) The first SIFMA Rate Period for any 2025-2 Bonds shall commence on the effective date of a change in Mode from another Mode to the SIFMA Mode. Thereafter, each SIFMA Rate Period for such 2025-2 Bonds shall commence on the first to occur of (i) the SIFMA Scheduled Mandatory Tender Date of the immediately preceding SIFMA Rate Period for such 2025-2 Bonds, if all the 2025-2 Bonds subject to purchase are actually purchased pursuant to Section 302(B)(3), (ii) a SIFMA Unscheduled Mandatory Tender Date if all 2025-2 Bonds subject to purchase are actually purchased pursuant to Section 302(B)(9) hereof, and (iii) the effective date of a subsequent change in Mode from another Mode back to the SIFMA Mode. Each SIFMA Rate Period shall end on the first

to occur of (i) the SIFMA Scheduled Mandatory Tender Date for such SIFMA Rate Period for the 2025-2 Bonds, (ii) a SIFMA Unscheduled Mandatory Tender Date during such SIFMA Rate Period if all 2025-2 Bonds subject to purchase are actually purchased pursuant to Section 302(B)(9) hereof, (iii) the first date on which such 2025-2 Bonds bear interest in a Mode other than the SIFMA Mode, or (iv) the date on which all such 2025-2 Bonds are redeemed in accordance with the terms of the Indenture or all principal of and interest on such 2025-2 Bonds are otherwise paid in full.

(5) The Applicable SIFMA Spread for any SIFMA Rate Period shall be determined by the Remarketing Agent by 5:00 p.m. on a date that is not later than (and which may be earlier than) two (2) Business Days before (a) the date a change in Mode to the SIFMA Mode is effected for 2025-2 Bonds, and (b) the first day on which any SIFMA Rate Period shall commence for such 2025-2 Bonds. The Remarketing Agent shall determine the Applicable SIFMA Spread for each SIFMA Rate Period for the 2025-2 Bonds which shall be equal to the number of basis points on the date of determination that, based upon the length of the relevant SIFMA Rate Period, when added to the SIFMA Index Rate, will equal the minimum interest rate per annum that would enable all of the 2025-2 Bonds to be sold in the SIFMA Mode (i) on the date a change in Mode from another Mode to the SIFMA Mode is effected for such 2025-2 Bonds or (ii) on the date on which any subsequent SIFMA Rate Period shall commence for such 2025-2 Bonds, at a price equal to the principal amount thereof (without regard to accrued interest, if any). On each date that the Remarketing Agent determines an Applicable SIFMA Spread pursuant to this Section 208(C)(5), the Remarketing Agent shall furnish the Applicable SIFMA Spread so determined by Electronic Means to the Authority, the Trustee, the Tender Agent and the Calculation Agent and to any Beneficial Owner or other Notice Party requesting such information.

(6) With respect to any SIFMA Rate Period for the 2025-2 Bonds that is longer than six (6) months, the SIFMA Call Protection Date for such SIFMA Rate Period for such 2025-2 Bonds shall be, except as otherwise provided herein, the SIFMA Standard Call Protection Date; provided, that if the Authority delivers to the Trustee a Favorable Opinion of Bond Counsel and specifies such SIFMA Call Protection Date in the direction delivered pursuant to Section 211, 208(C)(7) or 302(B)(9) hereof, the Authority may determine that any Business Day during such SIFMA Rate Period for such 2025-2 Bonds will be the SIFMA Call Protection Date for such SIFMA Rate Period; provided, further, that if the SIFMA Rate Period is six (6) months or shorter, the 2025-2 Bonds will not be subject to optional redemption or unscheduled mandatory purchase during such SIFMA Rate Period.

(7) For any SIFMA Rate Period for the 2025-2 Bonds, unless the 2025-2 Bonds in the SIFMA Mode have been purchased (including in connection with a change in Mode or conversion to a Fixed Rate Mode) or redeemed prior to the SIFMA Scheduled Mandatory Tender Date for such SIFMA Rate Period for such 2025-2 Bonds, the Authority, by written notice and direction to the other Notice Parties, delivered by Electronic Means not later than ten (10) days before the SIFMA Scheduled Mandatory Tender Date for such SIFMA Rate Period for such 2025-2 Bonds, shall determine the next SIFMA Scheduled Mandatory Tender Date for such 2025-2 Bonds in the SIFMA Mode immediately following the purchase of the 2025-2 Bonds pursuant to Section 302(B)(3)

hereof, as provided in this Section 208(C)(7). For any SIFMA Rate Period for the 2025-2 Bonds (including any SIFMA Rate Period commencing as provided in Section 208(C)(4) above), the SIFMA Scheduled Mandatory Tender Date for such SIFMA Rate Period may be any Business Day except that the SIFMA Scheduled Mandatory Tender Date shall not be a date that is earlier than three (3) months after the commencement of the SIFMA Rate Period for such 2025-2 Bonds. If the Authority is required to deliver a written notice and direction described in the first sentence of this Section 208(C)(7) but fails to do so, then the SIFMA Scheduled Mandatory Tender Date for the SIFMA Rate Period for such 2025-2 Bonds immediately following the purchase of the 2025-2 Bonds in the SIFMA Mode pursuant to Section 302(B)(3) hereof shall be the date that is one (1) year after the commencement of the SIFMA Rate Period for such 2025-2 Bonds (unless such date is not a Business Day, in which case the SIFMA Scheduled Mandatory Tender Date shall be the first Business Day following such date).

(8) In the event moneys on deposit with the Tender Agent are sufficient to pay the Purchase Price of 2025-2 Bonds in the SIFMA Mode tendered for purchase on a SIFMA Scheduled Mandatory Tender Date for such 2025-2 Bonds pursuant to Section 302(B)(3) hereof or on a SIFMA Unscheduled Mandatory Tender Date pursuant to Section 302(B)(9) hereof, the following shall occur (unless the Authority effects a change in Mode pursuant to Section 211): (i) the SIFMA Rate Period for such 2025-2 Bonds in effect immediately before such purchase shall terminate on the SIFMA Scheduled Mandatory Tender Date or SIFMA Unscheduled Mandatory Tender Date, as the case may be, for such 2025-2 Bonds and a new SIFMA Rate Period for such 2025-2 Bonds shall commence on such date; and (ii) the Applicable SIFMA Spread with respect to the 2025-2 Bonds for the new SIFMA Rate Period shall be determined pursuant to Section 208(C)(5).

(9) Notwithstanding anything herein to the contrary, during any SIFMA Delayed Remarketing Period, the 2025-2 Bonds shall bear interest at the SIFMA Delayed Remarketing Period Rate.

209. Long-Term Modes.

(A) Determination of Term Rates.

(1) During the Initial Term Rate Period and once the 2025-2 Bonds are subsequently changed to the Term Rate Mode, the 2025-2 Bonds shall continue in the Term Rate Mode until changed to a New Mode or converted to the Fixed Rate Mode in accordance with Section 211 hereof. The Term Rate for the 2025-2 Bonds during the Initial Term Rate Period shall be [_____] % per annum. Therefore, the Term Rate for the 2025-2 Bonds in the Term Rate Mode shall be determined by the Remarketing Agent not later than 4:00 p.m. on the Rate Determination Date, and the Remarketing Agent shall make the Term Rate available by telephone or by Electronic Means after 5:00 p.m. on the Rate Determination Date to the Authority and the Trustee and to any Beneficial Owner or other Notice Party requesting such rate. After the end of the Initial Term Rate Period, the Term Rate shall be the minimum rate which, in the sole judgment of the Remarketing Agent, would result in a sale of the 2025-2 Bonds at a price equal to the principal amount thereof on the Rate Determination Date for the Rate Period selected by the Authority in writing delivered to the Remarketing Agent before such Rate Determination Date. If a new

Rate Period is not selected by the Authority prior to a Rate Determination Date (for a reason other than a court prohibiting such selection), the new Rate Period shall be the same length as the current Rate Period (or such lesser period as shall be necessary to comply with the last sentence of this paragraph). No Rate Period in the Term Rate Mode for the 2025-2 Bonds may extend beyond the applicable Maturity Date of the 2025-2 Bonds.

(2) The Initial Term Rate Period for the 2025-2 Bonds shall commence on the Date of Issuance of the 2025-2 Bonds. Each subsequent Term Rate Period for such 2025-2 Bonds shall commence on the first to occur of (i) the Term Scheduled Mandatory Tender Date of the immediately preceding Term Rate Period for such 2025-2 Bonds, if all the 2025-2 Bonds subject to purchase are actually purchased pursuant to Section 302(B)(5), (ii) a Term Unscheduled Mandatory Tender Date if all 2025-2 Bonds subject to purchase are actually purchased pursuant to Section 302(B)(11) hereof, and (iii) the effective date of a subsequent change in Mode from another Mode back to the Term Rate Mode. Each Term Rate Period shall end on the first to occur of (i) the Term Scheduled Mandatory Tender Date for such Term Rate Period for the 2025-2 Bonds, (ii) a Term Unscheduled Mandatory Tender Date during such Term Rate Period if all 2025-2 Bonds subject to purchase are actually purchased pursuant to Section 302(B)(11) hereof, (iii) the first date on which such 2025-2 Bonds bear interest in a Mode other than the Term Rate Mode, or (iv) the date on which all such 2025-2 Bonds are redeemed in accordance with the terms of the Indenture or all principal of and interest on such 2025-2 Bonds are otherwise paid in full.

(3) With respect to any Term Rate Period for the 2025-2 Bonds that is longer than six (6) months, the Term Call Protection Date for such Term Rate Period for such 2025-2 Bonds shall be, except as otherwise provided herein, the Term Standard Call Protection Date; provided, that if the Authority delivers to the Trustee a Favorable Opinion of Bond Counsel and specifies such Term Call Protection Date in the direction delivered pursuant to Section 211, 209(A)(4) or 302(B)(11) hereof, the Authority may determine that any Business Day during such Term Rate Period for such 2025-2 Bonds will be the Term Call Protection Date for such Term Rate Period; provided, further, that if the Term Rate Period is six (6) months or shorter, such 2025-2 Bonds will not be subject to optional redemption or unscheduled mandatory purchase during such Term Rate Period.

(4) For any Term Rate Period for the 2025-2 Bonds, unless the 2025-2 Bonds in the Term Rate Mode have been purchased (including in connection with a change in Mode or conversion to a Fixed Rate Mode) or redeemed prior to the Term Scheduled Mandatory Tender Date for such Term Rate Period for such 2025-2 Bonds, the Authority, by written notice and direction to the other Notice Parties, delivered by Electronic Means not later than ten (10) days before the Term Scheduled Mandatory Tender Date for such Term Rate Period for such 2025-2 Bonds, shall determine the next Term Scheduled Mandatory Tender Date for such 2025-2 Bonds in the Term Rate Mode immediately following the purchase of the 2025-2 Bonds pursuant to Section 302(B)(5) hereof, as provided in this Section 209(A)(4). For any Term Rate Period for the 2025-2 Bonds (including a Term Rate Period commencing as provided in Section 209(A)(2) above), the Term Scheduled Mandatory Tender Date for such Term Rate Period for such 2025-2 Bonds may be any Business Day except that the Term Scheduled Mandatory Tender Date shall not be a date that is earlier than three (3) months after the commencement of the Term Rate

Period for such 2025-2 Bonds. If the Authority is required to deliver a written notice and direction described in the first sentence of this Section 209(A)(4) but fails to do so, then the Term Scheduled Mandatory Tender Date for the Term Rate Period for such 2025-2 Bonds immediately following the purchase of the 2025-2 Bonds in the Term Rate Mode pursuant to Section 302(B)(5) hereof, shall be the date that is one (1) year after the commencement of the Term Rate Period for such 2025-2 Bonds (unless such date is not a Business Day, in which case the Term Scheduled Mandatory Tender Date shall be the first Business Day following such date).

(5) In the event moneys on deposit with the Tender Agent are sufficient to pay the Purchase Price of the 2025-2 Bonds in the Term Rate Mode tendered for purchase on a Term Scheduled Mandatory Tender Date for such 2025-2 Bonds pursuant to Section 302(B)(5) hereof or on a Term Unscheduled Mandatory Tender Date for such 2025-2 Bonds pursuant to Section 302(B)(11) hereof, the following shall occur (unless the Authority effects a change in Mode pursuant to Section 211 hereof): (i) the Term Rate Period for such 2025-2 Bonds in effect immediately before such purchase shall terminate on such Term Scheduled Mandatory Tender Date or Term Unscheduled Mandatory Tender Date, as the case may be, for such 2025-2 Bonds and (ii) a new Term Rate Period for such 2025-2 Bonds determined by the Authority pursuant to Section 209(A)(1) hereof shall commence on such date.

(6) Notwithstanding anything herein to the contrary, during any Term Delayed Remarketing Period, the 2025-2 Bonds shall bear interest at the Term Delayed Remarketing Period Rate.

(B) Determination of Fixed Rates. The Remarketing Agent shall determine the Fixed Rate for the 2025-2 Bonds being converted to the Fixed Rate Mode in the manner and at the times as follows: not later than 4:00 p.m. on the applicable Rate Determination Date the Remarketing Agent shall determine the Fixed Rate (or Fixed Rates, if the 2025-2 Bonds will have serial maturity dates in accordance with Section 211(B)(4) hereof). Except as set forth in Section 211(B)(4) hereof, the Fixed Rate shall be the minimum interest rate which, in the sole judgment of the Remarketing Agent, will result in a sale of the 2025-2 Bonds at a price equal to the principal amount thereof on the Rate Determination Date. The Remarketing Agent shall make the Fixed Rate available by telephone or by Electronic Means after 4:00 p.m. on the Rate Determination Date to the Authority and the Trustee and to any other Notice Party requesting such Fixed Rate. Subject to Section 211(B)(4), the Fixed Rate (or Fixed Rates) so established for the 2025-2 Bonds shall remain in effect until the Maturity Date of such 2025-2 Bonds.

210. Alternate Rates. While 2025-2 Bonds are in the Daily Mode, the Weekly Mode, the Flexible Mode or the Term Rate Mode, the following provisions shall apply in the event (i) the Remarketing Agent fails or is unable to determine the interest rate or Rate Period (if applicable) for any 2025-2 Bonds, (ii) the method by which the Remarketing Agent determines the interest rate or Rate Period with respect to the 2025-2 Bonds (or the selection by the Authority of the Rate Periods for 2025-2 Bonds in the Term Rate Mode) shall be held to be unenforceable by a court of law of competent jurisdiction or (iii) the Remarketing Agent suspends its remarketing effort in accordance with the Remarketing Agreement. These provisions shall continue to apply until such time as the Remarketing Agent (or the Authority if applicable) again makes such determinations. In the case of clause (ii) above, the Remarketing Agent (or the Authority, if applicable) shall again

make such determination at such time as there is delivered to the Remarketing Agent and the Authority an Opinion of Bond Counsel to the effect that there are no longer any legal prohibitions against such determinations. The following shall be the methods by which the interest rates and, in the case of the Flexible Mode and the Term Rate Mode, the Rate Periods, shall be determined for the 2025-2 Bonds as to which any of the events described in clauses (i), (ii) or (iii) shall be applicable. Such methods shall be applicable from and after the date any of the events described in clauses (i), (ii) or (iii) first become applicable to any 2025-2 Bonds until such time as such events are no longer applicable to any 2025-2 Bonds. These provisions shall not apply if the Authority fails to select a Rate Period for the 2025-2 Bonds in the Term Rate Mode for a reason other than as described in clause (ii) above.

For Flexible Rate Bonds, the next Rate Period shall be from, and including, the first day following the last day of the current Rate Period for the 2025-2 Bonds to, but excluding, the next succeeding Business Day and thereafter shall commence on each Business Day and extend to, but exclude, the next succeeding Business Day. For each such Rate Period, the interest rate for the 2025-2 Bonds shall be the applicable Alternate Rate in effect on the Business Day that begins a Rate Period.

If the 2025-2 Bonds are in the Daily Mode or the Weekly Mode, then such 2025-2 Bonds shall bear interest during each subsequent Rate Period at the applicable Alternate Rate in effect on the first day of such Rate Period.

If the 2025-2 Bonds are then in the Term Rate Mode, then the Mode for the 2025-2 Bonds shall automatically change to the Flexible Mode, with a Rate Period commencing on the first day following the last day of the current Rate Period for the 2025-2 Bonds to, but excluding, the next succeeding Business Day and thereafter shall commence on each Business Day and extend to, but exclude, the next succeeding Business Day. For each such Rate Period, the interest rate for the 2025-2 Bonds shall be the applicable Alternate Rate in effect at the beginning of each such Rate Period.

211. Changes in Mode; Conversion. While the 2025-2 Bonds are in the Flexible Mode, the Daily Mode, the Weekly Mode, the SIFMA Mode or the Term Rate Mode, subject to the provisions of this Section 211 and any Credit Facility or Liquidity Facility then in effect (if any), the Authority may effect a change in Mode with respect to such 2025-2 Bonds in the Flexible Mode, Daily Mode, Weekly Mode, SIFMA Mode or Term Rate Mode or a conversion with respect to such 2025-2 Bonds to the Fixed Rate Mode. If a change in Mode or conversion will make the 2025-2 Bonds subject to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, if it has not already done so, the Authority will execute a continuing disclosure undertaking satisfying the requirements of such Rule and shall cooperate with the Remarketing Agent and any Participating Underwriter (as defined in such Rule) in satisfying the requirements of such Rule.

(A) Changes to Modes Other Than Fixed Rate Mode. The 2025-2 Bonds may be changed from the Flexible Mode, Daily Mode, Weekly Mode, SIFMA Mode or Term Rate Mode to another Mode (other than the Fixed Rate Mode) as follows:

(1) Mode Change Notice; Notice to Owners. No later than a Business Day which is at least twenty (20) days preceding the proposed Mode Change Date, the Authority

shall give written notice to the Notice Parties and to each Rating Agency (if applicable) of its intention to effect a change in the Mode from the Mode then prevailing (for purposes of this Section, the “Current Mode”) to another Mode (for purposes of this Section, the “New Mode”) specified in such written notice, and, (A) if the change in Mode is to the SIFMA Mode, such notice shall also specify the duration of the first SIFMA Rate Period, the Business Day that the Authority elects to be the SIFMA Scheduled Mandatory Tender Date for such SIFMA Rate Period commencing on the Mode Change Date to a SIFMA Mode and the SIFMA Call Protection Date (if applicable) for such SIFMA Rate Period, each as set by the Authority (subject to the requirements of Section 208(C) hereof); and (B) if the change in Mode is to the Term Rate Mode, such notice shall specify the duration of the initial Term Rate Period, as set by the Authority. In the case of a change in Mode to a New Mode other than a Daily Mode or Weekly Mode, such notice to the Notice Parties shall also include a statement as to whether, there will be a Liquidity Facility and/or Credit Facility in effect with respect to the 2025-2 Bonds following such change (except in the case of a change in Mode to a Daily Mode or Weekly Mode, where a Liquidity Facility shall be required) and in any such case, the identity of any provider of any Liquidity Facility and/or Credit Facility. Notice of the proposed change in Mode shall be given by the Trustee to the Owners of the applicable 2025-2 Bonds not later than the fifteenth (15th) day next preceding the proposed Mode Change Date. Such notice shall state: (1) the Mode to which the 2025-2 Bonds will be changed to and the proposed Mode Change Date; (2) except in the case of a change from the Daily Mode to the Weekly Mode or from the Weekly Mode to the Daily Mode, that the 2025-2 Bonds will be subject to mandatory tender for purchase on the Mode Change Date and the Purchase Price of the 2025-2 Bonds; (3) that the mandatory purchase shall not occur on the proposed Mode Change Date unless the conditions set forth in the Indenture for the effectiveness of the change in Mode have been satisfied, but that such 2025-2 Bonds will continue to be subject to mandatory tender pursuant to any other applicable mandatory tender provisions set forth in the Indenture, if applicable; and (4) if the Book-Entry Only System is no longer in effect with respect to such 2025-2 Bonds, information with respect to required delivery of 2025-2 Bond certificates and payment of Purchase Price.

(2) Conditions Precedent:

(a) The Mode Change Date shall be:

(i) in the case of a change from the Flexible Mode, the next Mandatory Purchase Date for the Flexible Rate Bonds;

(ii) in the case of a change from the Daily Mode or Weekly Mode, any Business Day;

(iii) in the case of a change from the SIFMA Mode, any Business Day from and after the applicable SIFMA Call Protection Date or the SIFMA Scheduled Mandatory Tender Date for the applicable SIFMA Rate Period for such 2025-2 Bonds; and

(iv) in the case of a change from the Term Rate Mode to another Mode, the Mode Change Date shall be limited to any Business Day on

which the 2025-2 Bonds are subject to optional redemption or to the final day of the current Rate Period for the 2025-2 Bonds in the Term Rate Mode.

(b) If the 2025-2 Bonds for which a change in Mode is to be effected are in the Flexible Mode, no Rate Period set after delivery by the Authority to the Remarketing Agent of the notice of the intention to effect a change in Mode shall extend beyond the proposed Mode Change Date.

(c) The Trustee shall have received sufficient remarketing proceeds from the remarketing of the 2025-2 Bonds in the New Mode to pay the Purchase Price of the 2025-2 Bonds subject to mandatory tender for purchase in connection with the change in Mode or such 2025-2 Bonds are purchased under any Liquidity Facility (if any) in effect and available to be drawn upon to purchase the applicable 2025-2 Bonds.

(d) The following items shall have been delivered to the Trustee (with a copy to the Credit Facility Provider (if any), the applicable Liquidity Facility Provider (if any) and the Remarketing Agent) on or prior to the Mode Change Date:

(i) a Favorable Opinion of Bond Counsel dated the Mode Change Date;

(ii) except in the case of changes in Mode between the Daily Mode and Weekly Mode, a Rating Confirmation Notice or a notice from each Rating Agency of the rating(s) to be assigned to the 2025-2 Bonds on such Mode Change Date, if applicable;

(iii) in the case of a change in Mode to the Daily Mode or Weekly Mode, a Liquidity Facility;

(iv) in any case in which there is to be an Alternate Liquidity Facility or Alternate Credit Facility delivered in connection with such change in Mode, the items required by Section 305 or 307 hereof, as applicable; and

(e) Subject to the delivery of a Favorable Opinion of Bond Counsel with respect thereto, the Authority may, at its sole discretion, in the case of a change in Mode to the Flexible Mode, the SIFMA Mode or the Term Rate Mode, deliver to the Trustee a Liquidity Facility and, in the case of a change to any Mode, deliver to the Trustee a Credit Facility, subject to the requirements for such Liquidity Facility or Credit Facility as provided in Section 305 or 307 hereof, as applicable;

(3) Satisfaction of Conditions. If the foregoing conditions are satisfied, then the New Mode shall take effect on the proposed Mode Change Date.

(B) Conversion to Fixed Rate Mode. At the option of the Authority, the 2025-2 Bonds in the Flexible Mode, Daily Mode, Weekly Mode, SIFMA Mode or Term Rate Mode may be converted to the Fixed Rate Mode as provided in this Section 211(B). On any Business

Day which is at least twenty (20) days before the proposed Conversion Date, the Authority shall give written notice to the Notice Parties and to each Rating Agency stating that the Mode will be converted to the Fixed Rate Mode and setting forth the proposed Conversion Date. Such notice shall also state whether or not there shall be Credit Facility with respect to the 2025-2 Bonds following such conversion and, if so, the identity of the Credit Facility Provider. In addition, such notice shall state whether some or all of the 2025-2 Bonds to be converted shall be converted to serial bonds and, if so, the applicable serial maturity dates and serial principal amounts, all as determined pursuant to subsection (4) of this Section 211(B). Any such conversion to a Fixed Rate Mode shall be made as follows:

(1) Notice to Owners. Not later than the fifteenth (15th) day next preceding the proposed Conversion Date, the Trustee shall mail, in the name of the Authority, a notice of such proposed conversion to the Owners of the 2025-2 Bonds stating that the Mode will be converted to the Fixed Rate Mode, the proposed Conversion Date and that such Owner is required to tender such Owner's 2025-2 Bonds for purchase on such proposed Conversion Date; provided, that the notice shall state that the mandatory purchase shall not occur on the proposed Conversion Date unless the conditions set forth in the Indenture for the effectiveness of the conversion to a Fixed Rate Mode have been satisfied, but that such 2025-2 Bonds will continue to be subject to mandatory tender pursuant to any other applicable mandatory tender provision set forth in the Indenture, if applicable.

(2) Conditions Precedent.

(a) The Conversion Date shall be:

(i) in the case of a conversion from the Flexible Mode, the next Mandatory Purchase Date for the Flexible Rate Bonds;

(ii) in the case of a conversion from the Daily Mode or Weekly Mode, any Business Day; and

(iii) in the case of a change from the SIFMA Mode, any Business Day from and after the applicable SIFMA Call Protection Date or the SIFMA Scheduled Mandatory Tender Date for the applicable SIFMA Rate Period for such 2025-2 Bonds; and

(iv) in the case of a conversion from the Term Rate Mode, the Conversion Date shall be limited to any Business Day on which the 2025-2 Bonds are subject to optional redemption or to the final day of the current Rate Period for the 2025-2 Bonds in the Term Rate Mode.

(b) The Trustee shall have received sufficient remarketing proceeds from the remarketing of the 2025-2 Bonds in the Fixed Rate Mode to pay the Purchase Price of the 2025-2 Bonds subject to mandatory tender in connection with the conversion to the Fixed Rate Mode.

(c) The conversion to the Fixed Rate Mode shall not occur unless the following items shall have been delivered to the Trustee (with a copy to the Credit

Facility Provider (if any) and the Remarketing Agent) on or prior to the Conversion Date:

(i) a Favorable Opinion of Bond Counsel dated the Conversion Date;

(ii) if there is to be a Credit Facility delivered in connection with such change, the items required by Section 305(A) hereof in connection with the delivery of an Alternate Credit Facility; and

(iii) notice from each Rating Agency of the rating(s) to be assigned to the 2025-2 Bonds on such Conversion Date.

(3) Determination of Interest Rate. The Fixed Rate (or rates in the case of serial bonds, Fixed Rates) for the 2025-2 Bonds to be converted to the Fixed Rate Mode shall be established by the Remarketing Agent on the Rate Determination Date applicable thereto pursuant to the provisions of Section 209(B). Such Fixed Rate or Fixed Rates shall remain in effect until the applicable Maturity Date of the respective 2025-2 Bonds.

(4) Serialization and Sinking Fund; Price. Upon the conversion of the 2025-2 Bonds to the Fixed Rate Mode, the 2025-2 Bonds shall be remarketed at par, shall mature on the same Maturity Date(s) and be subject to the same mandatory sinking fund redemption, if any, and optional redemption provisions as set forth in the Indenture for such 2025-2 Bonds while in the prior Mode; provided, however, that if a Favorable Opinion of Bond Counsel shall have been delivered to the Authority (with a copy to the Trustee), the Authority may elect to (1) have some of the 2025-2 Bonds be serial bonds with different interest rates for different serial maturity dates and some subject to mandatory sinking fund redemption even if such 2025-2 Bonds were not serial bonds or subject to mandatory sinking fund redemption prior to such change, (2) change the optional redemption dates and/or premiums set forth in Section 301(A) hereof, and/or (3) sell some or all of the 2025-2 Bonds at a premium or a discount to par (so long as Section 211(B)(2)(c) is satisfied).

(5) Satisfaction of Conditions. If the foregoing conditions are satisfied, then the conversion to a Fixed Rate Mode shall take effect on the proposed Conversion Date.

(C) Failure to Satisfy Conditions Precedent to a Mode Change or Conversion. In the event the conditions described above in Section 211(A) or 211(B), as applicable, have not been satisfied by the proposed Mode Change Date or Conversion Date, as the case may be, then the New Mode or conversion to Fixed Rate Mode shall not take effect. If the failed change in Mode or conversion to a Fixed Rate Mode was from the Flexible Mode, the 2025-2 Bonds shall remain in the Flexible Mode with interest rates and Rate Periods to be established by the Remarketing Agent on the failed Mode Change Date or failed Conversion Date in accordance with Section 208(A) hereof. If the failed change in Mode or conversion to Fixed Rate Mode was from the Daily Mode or the Weekly Mode, the 2025-2 Bonds shall remain in the Daily Mode or Weekly Mode, as applicable, with interest rates established in accordance with Section 208(B)(2) or Section 208(B)(3) hereof, as applicable. If the failed change in Mode or conversion to the Fixed Rate Mode was from the SIFMA Mode, the 2025-2 Bonds shall remain in the SIFMA Mode, and the then applicable SIFMA Rate Period shall continue and the interest rate on the 2025-2 Bonds

shall be the then Applicable SIFMA-Based Interest Rate and thereafter, the Applicable SIFMA-Based Interest Rate shall be established in accordance with Section 208(C). If the failed change in Mode or conversion was from the Term Rate Mode, then the 2025-2 Bonds shall remain in the Term Rate Mode for a Term Rate Period ending on the following Interest Payment Date for the 2025-2 Bonds in the Term Rate Mode and the interest rate shall be established by the Remarketing Agent on the failed Mode Change Date or failed Conversion Date in accordance with Section 209(A) hereof. The Trustee shall, within five (5) Business Days after the proposed failed Mode Change Date or Conversion Date, send notice to the Notice Parties and to the Owners of the 2025-2 Bonds by Electronic Means stating that the conditions to the change in Mode or conversion have not all been satisfied and informing them of the consequences thereof.

ARTICLE III REDEMPTION AND PURCHASE OF 2025-2 BONDS

301. Redemption of 2025-2 Bonds.

(A) Optional Redemption. The 2025-2 Bonds shall be subject to redemption prior to the respective Maturity Date or Dates thereof by the Authority, in whole or in part, in accordance with the provisions of this Section 301.

(1) Optional Redemption of Flexible Rate Bonds. The 2025-2 Bonds in the Flexible Mode shall be subject to optional redemption by the Authority, in whole or in part, on their respective Mandatory Purchase Dates, at a Redemption Price equal to 100% of the principal amount thereof.

(2) Optional Redemption of 2025-2 Bonds in the Daily Mode or Weekly Mode. The 2025-2 Bonds in the Daily Mode or Weekly Mode are subject to optional redemption by the Authority, in whole or in part, in Authorized Denominations on any Business Day, at a Redemption Price equal to 100% of the principal amount thereof, plus unpaid accrued interest to the redemption date, if any, without premium.

(3) Optional Redemption of 2025-2 Bonds in the SIFMA Mode. The 2025-2 Bonds in the SIFMA Mode shall be subject to optional redemption by the Authority, in whole or in part, in Authorized Denominations, during any SIFMA Rate Period for such 2025-2 Bonds which is longer than six (6) months, on any Business Day on or after the SIFMA Call Protection Date for such SIFMA Rate Period, at a Redemption Price equal to 100% of the principal amount thereof, plus unpaid accrued interest to the redemption date, if any, without premium.

(4) [Reserved.]

(5) Optional Redemption of 2025-2 Bonds in the Term Rate or the Fixed Rate Mode.

(a) 2025-2 Bonds in a Term Rate Mode shall be subject to optional redemption by the Authority, in whole or in part, in Authorized Denominations on their individual Mandatory Purchase Dates, at a Redemption Price equal to the principal amount thereof.

(b) The 2025-2 Bonds during the Initial Term Rate Period are subject to optional redemption by the Authority, in whole or in part (and if in part, in such order of maturity as the Authority shall specify and within a maturity by lot or by such other method as the Trustee determines to be fair and reasonable), in Authorized Denominations, on any Business Day commencing on January 1, 20[___], at a Redemption Price equal to 100% of the principal amount thereof to be redeemed, together with unpaid accrued interest to the redemption date, if any, without premium. Thereafter, 2025-2 Bonds in the Term Rate Mode are subject to optional redemption by the Authority, in whole or in part (and if in part, in such order of maturity as the Authority shall specify and within a maturity by lot or by such other method as the Trustee determines to be fair and reasonable), in Authorized Denominations, on any Business Day commencing on the related Term Call Protection Date, at a Redemption Price equal to 100% of the principal amount thereof to be redeemed, together with unpaid accrued interest to the redemption date, if any, without premium. If the length of the Term Rate Period is less than six months, then the 2025-2 Bonds shall not be subject to optional redemption during such Term Rate Period (except as otherwise provided in Section 301(A)(5)(a)).

(c) The 2025-2 Bonds in the Fixed Rate Mode are subject to optional redemption by the Authority, in whole or in part (and if in part, in such order of maturity as the Authority shall specify and within a maturity by lot or by such other method as the Trustee determines to be fair and reasonable), in Authorized Denominations, on any Business Day commencing on the Interest Payment Date next following the tenth anniversary of the Conversion Date to the Fixed Rate Mode, at a Redemption Price equal to 100% of the principal amount thereof to be redeemed, together with unpaid accrued interest to the redemption date, if any, without premium. If the length of the Fixed Rate Period is less than ten years, then the 2025-2 Bonds shall not be subject to optional redemption during such Fixed Rate Period.

(6) Optional Redemption of Liquidity Provider Bonds. Notwithstanding anything to the contrary in the Indenture, the Authority may redeem Liquidity Provider Bonds, at its option, at any time, upon one Business Days' notice to the Liquidity Facility Provider, at a Redemption Price of 100% of the principal amount of the Liquidity Provider Bonds to be redeemed plus accrued interest, if any, at the rate(s) established pursuant to the applicable Liquidity Facility, to but not including the redemption date.

(B) Mandatory Redemption.

(1) Sinking Fund Redemption. The 2025-2 Bonds shall be subject to redemption prior to maturity by operation of the 2025-2 Debt Service Account to satisfy Sinking Fund Installments, at a Redemption Price of 100% of the principal amount thereof and accrued interest. Sinking Fund Installments are hereby established for the 2025-2 Bonds. Such Sinking Fund Installments shall be due on July 1 of each of the years set forth in the following table in the respective aggregate redemption amounts set forth opposite such years in said table (together with accrued interest thereon) without premium:

Redemption Date (July 1)	Redemption Amount
_____	_____

† Maturity

In connection with any optional redemption pursuant to subsection (A) of this Section 301 hereof of any 2025-2 Bonds that are term 2025-2 Bonds subject to mandatory sinking fund redemption, the principal amount of such 2025-2 Bonds being redeemed shall be allocated against the scheduled Sinking Fund Installments in such manner as the Authority may direct and the scheduled Sinking Fund installments payable after such redemption shall be modified as to such term 2025-2 Bonds. In such event, the Authority shall provide to the Trustee a revised schedule of Sinking Fund Installments for purposes of this Section 301(B)(1).

(2) [Reserved].

(3) Mandatory Redemption of Liquidity Provider Bonds. Any Liquidity Provider Bonds from time to time Outstanding shall be subject to mandatory redemption in the amounts and at the times and at the Redemption Prices specified therefor in the Liquidity Facility with the Liquidity Facility Provider applicable thereto.

(C) Selection of 2025-2 Bonds to be Redeemed. If less than all the 2025-2 Bonds shall be called for redemption under any provision of this Fifth Supplemental Indenture permitting such partial redemption, the particular 2025-2 Bonds to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however (i) that the portion of any 2025-2 Bond to be redeemed under any provision of this Fifth Supplemental Indenture shall be in the principal amount of \$5,000 or any multiple thereof, (ii) that, in selecting 2025-2 Bonds for redemption, the Trustee shall treat each 2025-2 Bond as representing that number of 2025-2 Bonds which is obtained by dividing the principal amount of such 2025-2 Bond by \$5,000, (iii) that, to the extent practicable, the Trustee will not select any 2025-2 Bond for partial redemption if the amount of such 2025-2 Bond remaining Outstanding would be reduced by such partial redemption to less than the Authorized Denomination and (iv) Liquidity Provider Bonds shall be redeemed prior to any 2025-2 Bonds which are not Liquidity Provider Bonds. If there shall be called for redemption less than all of a 2025-2 Bond, the Authority shall execute and deliver and the Trustee shall authenticate, upon surrender of such 2025-2 Bond, and at the expense of the Authority and without charge to the Owner thereof, a replacement 2025-2 Bond in the principal amount of the unredeemed balance of the 2025-2 Bond so surrendered.

(D) Notice of Redemption. Notice of redemption of 2025-2 Bonds shall be provided pursuant to Section 405 of the Original Indenture (except as otherwise provided in Sections 301(A)(6), 312(A)(3) and 312(C)).

(E) Payment of Redeemed 2025-2 Bonds. Payment of redeemed 2025-2 Bonds shall be as provided in Section 406 of the Original Indenture.

(F) Satisfaction of Sinking Fund Installments by Delivery of 2025-2 Bonds. The Authority shall have the right to satisfy Sinking Fund Installments for the 2025-2 Bonds by delivery of 2025-2 Bonds purchased or optionally redeemed as provided pursuant to Section 407 of the Original Indenture.

302. Tender and Purchase of 2025-2 Bonds.

(A) Optional Tenders of 2025-2 Bonds.

(1) Optional Tenders in Daily Mode or Weekly Mode. The Beneficial Owners of 2025-2 Bonds in a Daily Mode or a Weekly Mode may elect to have their 2025-2 Bonds (or portions of those 2025-2 Bonds (in amounts equal to Authorized Denominations)) purchased on any Business Day at a price equal to the Purchase Price, upon delivery of an Optional Tender Notice to the Tender Agent (with a copy to the Remarketing Agent and the Trustee) by the Tender Notice Deadline. The giving of such Optional Tender Notice shall constitute the irrevocable tender for purchase of such 2025-2 Bond on the Purchase Date for such 2025-2 Bond.

(B) Mandatory Tender of 2025-2 Bonds.

(1) Mandatory Tender for Purchase on Day Next Succeeding Last Day of Each Flexible Rate Period. On the first Business Day following the last day of each Flexible Rate Period for a 2025-2 Bond, such 2025-2 Bond shall be subject to mandatory tender for purchase at the Purchase Price, payable in immediately available funds. Interest shall cease to accrue on such 2025-2 Bond on the last day of each Flexible Rate Period.

(2) [Reserved].

(3) Mandatory Tender for Purchase on SIFMA Scheduled Mandatory Tender Date. During any SIFMA Rate Period, the 2025-2 Bonds in the SIFMA Mode shall be subject to mandatory tender for purchase on the SIFMA Scheduled Mandatory Tender Date for such SIFMA Rate Period for such 2025-2 Bonds, at the Purchase Price, payable in immediately available funds. As provided in Section 311(B) hereof, the failure to pay the Purchase Price of all tendered 2025-2 Bonds when due and payable on a SIFMA Scheduled Mandatory Tender Date shall not constitute an Event of Default under the Indenture and in the event of a failure to pay the Purchase Price of all of the 2025-2 Bonds tendered for purchase on a SIFMA Scheduled Mandatory Tender Date, a SIFMA Delayed Remarketing Period shall commence on such date as provided in Sections 311(B) and 312 hereof.

(4) [Reserved].

(5) Mandatory Tender for Purchase on Term Scheduled Mandatory Tender Date. During any Term Rate Period, the 2025-2 Bonds in the Term Rate Mode shall be subject to mandatory tender for purchase on the Term Scheduled Mandatory Tender Date for such Term Rate Period for such 2025-2 Bonds, at the Purchase Price, payable in immediately available funds. As provided in Section 311(D) hereof, the failure to pay the Purchase Price of all tendered 2025-2 Bonds when due and payable on a Term Scheduled Mandatory Tender Date shall not constitute an Event of Default under the Indenture and in the event of a failure to pay the Purchase Price of all of the 2025-2 Bonds tendered for purchase on a Term Scheduled Mandatory Tender Date, a Term Delayed Remarketing Period shall commence on such date as provided in Section 311(D) hereof.

(6) Mandatory Tender for Purchase on Mode Change Date (Other than a Change in Mode between a Daily Mode and Weekly Mode). The 2025-2 Bonds shall be subject to mandatory tender for purchase on each Mode Change Date for such 2025-2 Bonds (other than a change in Mode between the Daily Mode and Weekly Mode for which there shall be no mandatory tender for purchase) at the Purchase Price, payable in immediately available funds.

(7) Mandatory Tender for Purchase on Conversion Date. The 2025-2 Bonds shall be subject to mandatory tender for purchase on each Conversion Date for such 2025-2 Bonds at the Purchase Price, payable in immediately available funds.

(8) Mandatory Tender for Purchase Upon Substitution, Expiration or Termination of Liquidity Facility or Credit Facility. Any 2025-2 Bonds that are secured by a Credit Facility (or, except as provided below, will be secured by a Credit Facility (if not previously secured thereby)) or for which a Liquidity Facility is provided for the purchase thereof (or, for which a Liquidity Facility is to be provided for the purchase thereof (if not previously provided)) shall be subject to mandatory tender for purchase at the Purchase Price, payable in immediately available funds (i) on any Substitution Date (other than a substitution of an Alternate Credit Facility for a Credit Facility securing 2025-2 Bonds after such 2025-2 Bonds have been converted to the Fixed Rate Mode), (ii) on the fifth Business Day preceding the Expiration Date for such Credit Facility or Liquidity Facility (other than as a result of an Automatic Termination Event) and (iii) on the fifth (5th) Business Date after the date of receipt by the Trustee or Tender Agent, as applicable, of written notice from the Credit Facility Provider or Liquidity Facility Provider, as applicable, of the occurrence of an event of default (other than as a result of an Automatic Termination Event) under such Credit Facility or Liquidity Facility (or agreement providing therefor) which gives such Credit Facility Provider or Liquidity Facility Provider, as applicable, the right to terminate the Credit Facility or Liquidity Facility with notice, which date shall be (and shall be required to be under any Liquidity Facility or Credit Facility (or agreement providing therefor) at least two (2) Business Days prior to the termination of the Credit Facility or Liquidity Facility, if applicable. No mandatory tender pursuant to this Section 302(B)(8) will be effected upon the substitution or replacement of a Credit Facility or Liquidity Facility in the case where there has been a Credit Facility Failure or a Liquidity Facility Failure. Upon the occurrence of any Automatic Termination Event under a Credit Facility or Liquidity Facility, no mandatory tender of purchase of 2025-2 Bonds under this Section 302(B)(8) shall occur.

(9) Mandatory Tender for Purchase on SIFMA Unscheduled Mandatory Tender Date. During any SIFMA Rate Period for the 2025-2 Bonds which is longer than six (6) months, the Authority may, at its option, require that the 2025-2 Bonds in the SIFMA Mode be tendered for purchase from the source of funds provided in clause (i) of Section 308 hereof, on any Business Day from and after the SIFMA Call Protection Date of such SIFMA Rate Period, at the Purchase Price, payable in immediately available funds. The Authority shall exercise its option by delivering to the Trustee, the Tender Agent and the Remarketing Agent, by Electronic Means, no later than ten (10) days before the SIFMA Unscheduled Mandatory Tender Date, written notice and direction of the unscheduled mandatory purchase. Such written direction notice shall specify, subject to the limitations set forth in Section 208(C) hereof: (i) the SIFMA Scheduled Mandatory Tender Date for the SIFMA Rate Period immediately following the purchase of the 2025-2 Bonds pursuant to this Section 302(B)(9) and (ii) the SIFMA Call Protection Date (if applicable) for the SIFMA Rate Period immediately following the purchase of the 2025-2 Bonds pursuant to this Section 302(B)(9).

The Authority shall have the option to deliver to the Trustee, the Tender Agent and the Remarketing Agent, by Electronic Means, on or prior to 5:00 p.m. on the Business Day immediately preceding the proposed SIFMA Unscheduled Mandatory Tender Date, a notice to the effect that the Authority elects to rescind such SIFMA Unscheduled Mandatory Tender Date. If the Authority elects to rescind such SIFMA Unscheduled Mandatory Tender Date, then no purchase shall occur, the 2025-2 Bonds shall continue to bear interest at the Applicable SIFMA-Based Interest Rate and the SIFMA Rate Period then in effect shall continue without change or modification until terminated in accordance with Section 208(C)(4) hereof. Upon receipt of notice from the Authority of its election to rescind a SIFMA Unscheduled Mandatory Tender Date, the Trustee shall, as soon as practicable thereafter, send notice to the Notice Parties and to the Owners of the 2025-2 Bonds by Electronic Means stating that the SIFMA Unscheduled Mandatory Tender Date has been rescinded and informing them of the consequences thereof.

Any SIFMA Unscheduled Mandatory Tender Date shall be conditioned upon (a) amounts sufficient to pay the Purchase Price of such 2025-2 Bonds in the SIFMA Mode tendered for purchase being on deposit from the source described in clause (i) of Section 308 hereof with the Tender Agent on the SIFMA Unscheduled Mandatory Tender Date and (b) in connection with any change in the SIFMA Call Protection Date for the next succeeding SIFMA Rate Period from the SIFMA Standard Call Protection Date pursuant to Section 308(C)(6) hereof, the delivery by the Authority of a Favorable Opinion of Bond Counsel described in Section 308(C)(6) hereof. If on a SIFMA Unscheduled Mandatory Tender Date, the conditions described in the immediately preceding sentence are not satisfied, then no purchase of the 2025-2 Bonds shall occur pursuant to this Section 302(B)(9), the 2025-2 Bonds shall continue to bear interest at the Applicable SIFMA-Based Interest Rate and the SIFMA Rate Period then in effect shall continue without change or modification until terminated in accordance with Section 208(C)(4) hereof.

Failure by the Authority to pay or cause to be paid the Purchase Price of any 2025-2 Bonds tendered for purchase pursuant to this Section 302(B)(9) for any reason shall not

constitute an Event of Default by the Authority under the Indenture. No such failure shall affect the Authority's right to require Owners of the 2025-2 Bonds in the SIFMA Mode to tender their 2025-2 Bonds pursuant to this Section 302(B)(9) during the remainder of the SIFMA Rate Period then in effect or during any subsequent SIFMA Rate Period.

(10) [Reserved].

(11) Mandatory Tender for Purchase on Term Unscheduled Mandatory Tender Date. During any Term Rate Period for the 2025-2 Bonds which is longer than six (6) months, the Authority may, at its option, require that the 2025-2 Bonds in the Term Rate Mode be tendered for purchase from the source of funds provided in clause (i) of Section 308, on any Business Day from and after the Term Call Protection Date of such Term Rate Period, at the Purchase Price, payable in immediately available funds. The Authority shall exercise its option by delivering to the Authority, the Trustee, the Tender Agent and the Remarketing Agent, by Electronic Means, no later than ten (10) days before the Term Unscheduled Mandatory Tender Date, written notice and direction of the unscheduled mandatory tender for purchase of the 2025-2 Bonds. Such written direction notice shall specify, subject to the limitations set forth in Section 209(A) hereof: (i) the Term Scheduled Mandatory Tender Date for the Term Rate Period immediately following the purchase of the 2025-2 Bonds pursuant to this Section 302(B)(11) and (ii) the Term Call Protection Date (if applicable) for Term Rate Period immediately following the purchase of the 2025-2 Bonds pursuant to this Section 302(B)(11).

The Authority shall have the option to deliver to the Tender Agent and the Remarketing Agent, by Electronic Means, on or prior to 5:00 p.m. on the Business Day immediately preceding the proposed Term Unscheduled Mandatory Tender Date, a notice to the effect that the Authority elects to rescind such Term Unscheduled Mandatory Tender Date. If the Authority elects to rescind such Term Unscheduled Mandatory Tender Date, then (i) the Authority shall not have any obligation to purchase the 2025-2 Bonds and no purchase of the 2025-2 Bonds shall occur pursuant to this Section 302(B)(11), and (ii) the 2025-2 Bonds shall continue to bear interest at the applicable Term Rate and the Term Rate Period then in effect shall continue without change or modification until terminated in accordance with Section 209(A)(2) hereof. Upon receipt of notice from the Authority of its election to rescind a Term Unscheduled Mandatory Tender Date, the Trustee shall, as soon as practicable thereafter, send notice to the Notice Parties and to the Owners of the 2025-2 Bonds by Electronic Means stating that the Term Unscheduled Mandatory Tender Date has been rescinded and informing them of the consequences thereof.

Any Term Unscheduled Mandatory Tender Date shall be conditioned upon (a) amounts sufficient to pay the Purchase Price of such 2025-2 Bonds in the Term Rate Mode tendered for purchase being on deposit from the source described in clause (i) of Section 308 with the Tender Agent on the Term Unscheduled Mandatory Tender Date and (b) in connection with any change in the Term Call Protection Date for the next succeeding Term Rate Period from the Term Standard Call Protection Date pursuant to Section 209(A)(3), the delivery by the Authority of a Favorable Opinion of Bond Counsel described in Section 209(A)(3) hereof. If on a Term Unscheduled Mandatory Tender Date, the conditions described in the immediately preceding sentence are not satisfied, then (i) no purchase of the 2025-2 Bonds shall occur pursuant to this Section 302(B)(11), (ii) any

2025-2 Bonds tendered for purchase pursuant to this Section 302(B)(11) will be returned to the Owners thereof, together with notice of the basis for such return, and the Remarketing Agent shall return all remarketing proceeds to the persons providing such moneys, without interest, and (iii) the 2025-2 Bonds shall continue to bear interest at the same rate then in effect and the Term Rate Period then in effect shall continue without change or modification until terminated in accordance with Section 209(A) hereof.

Failure by the Authority to pay or cause to be paid the Purchase Price of any 2025-2 Bonds tendered for purchase pursuant to this Section 302(B)(11) for any reason shall not constitute an Event of Default by the Authority under the Indenture. No such failure shall affect the Authority's right to require Owners of 2025-2 Bonds in the Term Rate Mode to tender their 2025-2 Bonds pursuant to this Section 302(B)(11) during the remainder of the Term Rate Period then in effect or during any subsequent Term Rate Period.

(12) Notice of Mandatory Tender for Purchase. The Tender Agent (or the Trustee in the case of a mandatory tender on a change in Mode or conversion) shall give notice of the mandatory purchase of the 2025-2 Bonds by mail to the Owners subject to mandatory purchase and to each of the other Notice Parties (a) no less than twenty (20) days prior to the Mandatory Purchase Date in the case of a mandatory purchase on a Substitution Date pursuant to Section 302(B)(8) hereof; (b) no less than seven (7) days prior to the Mandatory Purchase Date in the case of (i) a SIFMA Scheduled Mandatory Tender Date for the 2025-2 Bonds in the SIFMA Mode for any SIFMA Rate Period pursuant to Section 302(B)(3) hereof, (ii) a SIFMA Unscheduled Mandatory Tender Date for the 2025-2 Bonds in the SIFMA Mode for any SIFMA Rate Period pursuant to Section 302(B)(9) hereof, (iii) a Term Scheduled Mandatory Tender Date for the 2025-2 Bonds in the Term Rate Mode for any Term Rate Period pursuant to Section 302(B)(5) hereof, (iv) a Term Unscheduled Mandatory Tender Date for the 2025-2 Bonds in the Term Rate Mode for any Term Rate Period pursuant to Section 302(B)(11) hereof; (c) no less than fifteen (15) days prior to the Mandatory Purchase Date in the case of a mandatory purchase on a Mode Change Date or Conversion Date pursuant to Section 302(B)(6) or 302(B)(7) hereof; (d) immediately upon receipt by the Tender Agent of notice from the Credit Facility Provider or Liquidity Facility Provider, as applicable, of the occurrence of an event of default (other than an Automatic Termination Event) under the applicable Credit Facility or Liquidity Facility (or agreement providing therefor) which gives such Credit Facility Provider or Liquidity Facility Provider, as applicable, the right to terminate the Credit Facility or Liquidity Facility with notice pursuant to Section 302(B)(8) hereof; and (e) no later than three (3) Business Days prior to the Mandatory Purchase Date immediately preceding any Expiration Date in the case of a mandatory purchase pursuant to Section 302(B)(8) hereof due to the expiration of a Liquidity Facility or Credit Facility. No prior notice shall be given of a Mandatory Purchase Date occurring at the end of each Rate Period for Flexible Rate Bonds. Any notice shall state the Mandatory Purchase Date, the Purchase Price, the numbers of the 2025-2 Bonds to be purchased if less than all of the 2025-2 Bonds owned by such Owner are to be purchased, and that interest on the 2025-2 Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The failure to mail such notice with respect to any 2025-2 Bond shall not affect the validity of the mandatory purchase of such 2025-2 Bond or any other 2025-2 Bond subject to such mandatory purchase. Any notice mailed will be conclusively

presumed to have been given, whether or not actually received by any Owner or Beneficial Owner.

(C) Delivery of Bonds to Tender Agent; Undelivered Bonds.

(1) Subject to Section 204 hereof, 2025-2 Bonds tendered for purchase shall be delivered (with all necessary endorsements) at or before 12:00 noon on the applicable Purchase Date at the office of the Tender Agent; provided, however, that payment of the Purchase Price shall be made pursuant to this Section 302(C) only if the 2025-2 Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice described in Section 302(B) hereof. Payment of the Purchase Price with respect to purchases under this Section 302(C) shall be made to the Owners of tendered 2025-2 Bonds by wire transfer in immediately available funds by the Trustee by 3:00 p.m. on the Purchase Date.

(2) Subject to Section 204 hereof, if a 2025-2 Bond to be purchased is not delivered by the Owner to the Tender Agent by 12:00 noon on the date on which such 2025-2 Bond is to be purchased, the Tender Agent shall hold any funds received for the purchase of such 2025-2 Bond in trust in a separate account and shall pay such funds to the former Owner of the 2025-2 Bond upon presentation of the 2025-2 Bond. Any such undelivered 2025-2 Bond shall cease to accrue interest as to the former Owner on such Purchase Date and moneys representing the Purchase Price shall be available against delivery of such 2025-2 Bond at the office of the Tender Agent. The Trustee shall authenticate a replacement 2025-2 Bond for any undelivered 2025-2 Bond which may then be remarketed by the Remarketing Agent, as applicable.

(D) 2025-2 Bonds to be Paid at Maturity or Redeemed Instead of Being Purchased. Notwithstanding the provisions of Section 302(B), 2025-2 Bonds that are to be paid at maturity, or to be redeemed in accordance with Section 301, on the same date that such 2025-2 Bonds are to be purchased pursuant to Sections 302(B) (and 2025-2 Bonds issued in exchange for or upon the registration of transfer of such 2025-2 Bonds) shall be paid or redeemed, as applicable, on such date instead of being purchased on such date.

303. Remarketing of 2025-2 Bonds; Notice of 2025-2 Bonds Remarketed; Deposit of Proceeds of Remarketing.

(A) Remarketing. The Remarketing Agent shall use its best efforts to offer for sale:

(i) all 2025-2 Bonds or portions thereof as to which an Optional Tender Notice pursuant to Section 302(A) hereof has been given; and

(ii) all 2025-2 Bonds required to be purchased on a Mandatory Purchase Date pursuant to Section 302(B) hereof; and

(iii) any Liquidity Provider Bonds (a) that are, subject to clauses (b) and (c), purchased on a Purchase Date described in clause (i) or (ii) above, (b) with respect to which the Liquidity Facility Provider has provided notice to the Trustee and the Remarketing

Agent that it has reinstated the Available Amount, (c) with respect to which an Alternate Liquidity Facility is in effect (if a Liquidity Facility for such 2025-2 Bonds was in effect prior to such 2025-2 Bonds becoming Liquidity Provider Bonds, which Liquidity Facility is no longer in effect), or (d) which are being remarketed as Fixed Rate Bonds; and

(iv) any 2025-2 Bonds purchased by the Authority pursuant to Section 303(D) hereof;

provided, that except as provided in Section 303(D) hereof, the Remarketing Agent shall not remarket any 2025-2 Bonds to the Authority.

The Remarketing Agent shall use its best efforts to remarket all such 2025-2 Bonds tendered for purchase at the minimum interest rate available in the marketplace (or, in the case of 2025-2 Bonds being remarketed in the SIFMA Mode, such that the Applicable SIFMA Spread for the next SIFMA Rate Period shall be equal to the number of basis points on the date of determination that, based on the length of the relevant SIFMA Rate Period, when added to the SIFMA Index Rate, would result in the minimum per annum interest rate) to permit the Remarketing Agent to remarket all such 2025-2 Bonds on the applicable Purchase Date at the principal amount thereof.

In connection with the remarketing of any 2025-2 Bonds with respect to which notice of redemption or notice of mandatory purchase has been given, the Remarketing Agent shall notify each Person to whom such 2025-2 Bonds are remarketed of such notice of redemption or notice of mandatory purchase.

(B) Deposits into Remarketing Proceeds Account. The Remarketing Agent shall cause the proceeds of the sale of tendered 2025-2 Bonds to be paid to the Tender Agent for deposit in the Remarketing Proceeds Account of the Bond Purchase Fund in immediately available funds at or before 10:00 a.m. (9:30 a.m. for 2025-2 Bonds in the Weekly Mode) on the Purchase Date. The Remarketing Agent shall cause to be paid to the Tender Agent on each Purchase Date for tendered 2025-2 Bonds all amounts representing proceeds of the remarketing of such 2025-2 Bonds, based upon the notice given by the Remarketing Agent pursuant to Section 303(C)(1) hereof.

(C) Notice of Remarketing; Registration Instructions; New Bonds. On each date on which a 2025-2 Bond is to be purchased:

(1) the Remarketing Agent shall notify by Electronic Means the Trustee, the Tender Agent and the Authority (i) by 3:00 p.m. on the Business Day immediately preceding each Mandatory Purchase Date, and (ii) by 10:30 a.m. (9:30 a.m. for 2025-2 Bonds in the Weekly Mode) on any other Purchase Date, if it has been unable to remarket all the tendered 2025-2 Bonds, and shall include in such notice the principal amount of 2025-2 Bonds it has been unable to remarket;

(2) if the 2025-2 Bonds are no longer in the Book-Entry Only System, the Remarketing Agent shall notify the Trustee by Electronic Means not later than 1:00 p.m. of the names of the purchasers of the remarketed 2025-2 Bonds and such information as may be necessary to register the 2025-2 Bonds and the registration instructions (*i.e.*, the

names, addresses and taxpayer identification numbers of the purchasers and the desired Authorized Denominations) with respect thereto; and

(3) Subject to Section 204 hereof, the Trustee shall authenticate new 2025-2 Bonds for the respective purchasers thereof which shall be available for delivery to purchasers as provided in Section 309 hereof.

(D) Purchase of 2025-2 Bonds by the Authority. Except as otherwise provided herein, on each Purchase Date, if a Liquidity Facility is not in effect (or being put into effect) securing the payment of the Purchase Price of the 2025-2 Bonds tendered for purchase and the Remarketing Agent shall have given notice to the Authority pursuant to Section 303(C)(1) above that it has been unable to remarket all of the 2025-2 Bonds to be remarketed, then on or before 2:30 p.m. the Authority shall, as and to the extent required herein, pay or cause to be paid, by wire transfer of immediately available funds to the Tender Agent for deposit in the Authority Purchase Account of the Bond Purchase Fund, an amount, together with the remarketing proceeds, to enable the Tender Agent to pay the Purchase Price of the tendered 2025-2 Bonds; provided, however, that notwithstanding anything to the contrary herein, the foregoing shall not create any obligation by the Authority: (i) to make such payment or purchase unremarketed 2025-2 Bonds on any SIFMA Unscheduled Mandatory Tender Date; (ii) to make such payment or purchase unremarketed 2025-2 Bonds on any SIFMA Scheduled Mandatory Tender Date or Term Scheduled Mandatory Tender Date or during any SIFMA Delayed Remarketing Period or Term Delayed Remarketing Period; or (iii) to make such payment or purchase unremarketed 2025-2 Bonds for which a Liquidity Facility has been provided in the event of a Liquidity Facility Failure. In addition, the Authority may, but shall not be obligated to, purchase 2025-2 Bonds on any Purchase Date or in a secondary market transaction; provided, that the Authority complies with any procedures for such purchase required by then applicable federal securities laws, and that prior to any subsequent remarketing or resale of 2025-2 Bonds purchased by the Authority, there shall have been delivered to the Authority (with a copy to the Trustee and the Remarketing Agent) a Favorable Opinion of Bond Counsel with respect to the ownership of the applicable 2025-2 Bonds by the Authority for the period preceding such remarketing or resale.

304. Credit Facility.

(A) Terms of Credit Facility. The Authority may (except after the 2025-2 Bonds shall have been converted to a Fixed Rate Mode and no Credit Facility shall have been provided upon such conversion), if and to the extent that the Authority shall elect solely in its discretion, provide a Credit Facility, which shall unconditionally provide for the payment when due of the scheduled principal of and interest on the 2025-2 Bonds, including redemptions from Sinking Fund Installments for the 2025-2 Bonds. At any time there shall be only one Credit Facility in effect for the 2025-2 Bonds; provided, however, that nothing in the Indenture shall limit the obligation of a Credit Facility Provider to honor draws or claims for payment on its Credit Facility on a date when principal or interest on the 2025-2 Bonds is payable if such Credit Facility was in effect prior to such date notwithstanding that an Alternate Credit Facility is to go into effect on such date. A single instrument may constitute both a Credit Facility and a Liquidity Facility for purposes of the Indenture. No Credit Facility shall initially be provided for the 2025-2 Bonds. In the event the Authority shall determine to provide a Credit Facility for the 2025-2 Bonds, the 2025-2 Bonds shall be subject to mandatory tender on the Substitution Date on which such Credit Facility shall be provided pursuant to Section 302(B)(8) hereof.

(B) Draws or Payment Claims on Credit Facilities.

(1) Credit Facilities Other Than Letters of Credit. If on any principal payment date or Interest Payment Date for the 2025-2 Bonds when there is in effect a Credit Facility for such 2025-2 Bonds which is other than a direct-pay letter of credit, there is not a sufficient amount of money available in the 2025-2 Debt Service Account in the Debt Service Fund to pay the principal or Redemption Price (from Sinking Fund Installments for such 2025-2 Bonds) of and interest on such 2025-2 Bonds then due, the Trustee shall make a draw or draws or claim for payment under the Credit Facility in accordance with its terms, at the times and in the manner required by the Credit Facility to receive immediately available funds on the principal payment date or Interest Payment Date sufficient to pay on the due date the balance of the principal and Redemption Price (from Sinking Fund Installments for such 2025-2 Bonds) of and interest on such 2025-2 Bonds then due.

(2) Letters of Credit. If on any principal payment date or Interest Payment Date for the 2025-2 Bonds when there is in effect a Credit Facility for such 2025-2 Bonds which is a direct-pay letter of credit, the Trustee shall make a draw or draws under the Credit Facility in accordance with its terms, at the times and in the manner required by the Credit Facility to receive immediately available funds on the principal payment date or Interest Payment Date sufficient to pay the principal and Redemption Price (from Sinking Fund Installments for such 2025-2 Bonds) of and interest on such 2025-2 Bonds then due.

(3) Rights and Duties under Credit Facility. The Trustee agrees, without further direction, to make demands for payment under each Credit Facility then in effect, if any, for the payment of the 2025-2 Bonds in accordance with the terms and conditions set forth in this Fifth Supplemental Indenture and the Credit Facility at the times, in the manner and for the purposes set forth herein and therein.

(4) Application of Draws or Payment of Claims on Credit Facility. The Trustee agrees to apply the proceeds of draws or payments for claims under the Credit Facility to the payment of the principal or Redemption Price of, and interest on, the 2025-2 Bonds covered thereby then due in accordance with the terms of the Credit Facility. In determining the amount of the principal or Redemption Price of, and interest on, the 2025-2 Bonds then due, the Trustee shall not take into consideration any 2025-2 Bonds owned by the Authority. No draw or claim for payment shall be made under a Credit Facility to pay the principal, Redemption Price and interest on 2025-2 Bonds which are owned by the Authority. Amounts paid by a Credit Facility Provider under a Credit Facility for the payment of the principal or Redemption Price of, and interest on, the 2025-2 Bonds when due shall not be deemed paid for purposes of the Indenture and shall remain Outstanding and continue to be due and owing until repaid by the Authority in accordance with the terms of the Indenture and the Credit Facility (or agreement providing therefor).

(C) Surrender of Credit Facility. If an Alternate Credit Facility is delivered to the Trustee pursuant to Section 305(A) with the documents required by Section 305(A), then the Trustee shall accept the Alternate Credit Facility and surrender for cancellation the Credit Facility previously held, provided that no Credit Facility shall be surrendered until after the date on which all principal and interest on the 2025-2 Bonds theretofore required to be paid pursuant to

Section 304(B) from amounts drawn or claims paid under such Credit Facility have been paid. If a Credit Facility expires or otherwise terminates, the Trustee shall surrender such Credit Facility to the Credit Facility Provider for cancellation in accordance with the terms of such Credit Facility. The Trustee shall comply with the procedures set forth in each Credit Facility relating to the termination thereof and shall deliver any certificates reducing the stated amount of the Credit Facility in accordance with the provisions thereof.

305. Alternate Credit Facility.

(A) Delivery by the Authority. Prior to the expiration or termination of a Credit Facility in accordance with the terms of that Credit Facility, the Authority may provide for the delivery to the Trustee of an Alternate Credit Facility which has a term of at least 364 days (or such shorter period to the final Maturity Date of the 2025-2 Bonds covered thereby). Any Alternate Credit Facility delivered to the Trustee pursuant to this Section 305(A) shall be delivered and become effective not later than five (5) days prior to the date on which the former Credit Facility would terminate or expire in accordance with its terms (other than as the result of the delivery of the Alternate Credit Facility) and shall contain administrative provisions reasonably acceptable to the Trustee. On or prior to the date of the delivery of the Alternate Credit Facility to the Trustee, the Authority shall furnish to the Trustee an opinion of counsel to the Credit Facility Provider reasonably satisfactory to the Trustee and the Remarketing Agent to the effect that such Alternate Credit Facility is a valid and enforceable obligation of the issuer thereof.

(B) Acceptance by Trustee. If at any time there is delivered to the Trustee (i) an Alternate Credit Facility covering the 2025-2 Bonds, (ii) the opinion required by Section 305(A), and (iii) all information required to have given or give the notice of mandatory tender for purchase of the 2025-2 Bonds pursuant to Section 302(B)(7), if applicable, then the Trustee shall accept such Alternate Credit Facility and, after the Mandatory Purchase Date established pursuant to Section 302(B)(8) and subject to the requirements of Section 304(C), promptly surrender the Credit Facility then in effect to the Credit Facility Provider for cancellation in accordance with its terms or deliver any document necessary to reduce the coverage of such Credit Facility due to the delivery of such Alternate Credit Facility.

306. Liquidity Facility.

(A) Terms of Liquidity Facility.

(1) Maintenance of Liquidity Facility. A Liquidity Facility, in an amount equal to the sum of the Outstanding principal and interest calculated at the Maximum Interest Rate (for the 2025-2 Bonds covered thereby other than Liquidity Provider Bonds) for such number of days (which number of days may differ by Mode) as approved by the Rating Agencies, shall be maintained by the Authority for the 2025-2 Bonds in the Weekly Mode or Daily Mode and, if and to the extent that the Authority shall elect in its discretion, subject to subsection (2) below, for the 2025-2 Bonds in the Flexible Mode, SIFMA Mode or Term Rate Mode. The Liquidity Facility shall be delivered to the Tender Agent who shall be the party to make draw requests for payment thereunder.

(2) Addition of Liquidity Facility in Flexible Mode, SIFMA Mode or Term Rate Mode. Subject to the delivery of a Favorable Opinion of Bond Counsel with respect

thereto, the Authority may, subject to the requirements of this Section 306 and Section 302(B)(8), at any time during a Flexible Mode, SIFMA Mode or Term Rate Mode, deliver to the Trustee a Liquidity Facility with respect to purchases of tendered 2025-2 Bonds occurring in the Flexible Mode, SIFMA Mode or Term Rate Mode after the effective date of such Liquidity Facility. The Authority shall promptly provide written notice to each Rating Agency and the Remarketing Agent of the delivery to the Trustee of such Liquidity Facility with respect to purchases of tendered 2025-2 Bonds occurring in the Flexible Mode, SIFMA Mode or Term Rate Mode. No Liquidity Facility shall initially be provided for the 2025-2 Bonds. In the event the Authority shall determine to provide a Liquidity Facility for the 2025-2 Bonds, the 2025-2 Bonds shall be subject to mandatory tender on the Substitution Date on which such Liquidity Facility shall be provided pursuant to Section 302(B)(8) hereof.

(B) Requests to Pay Purchase Price. If on any Purchase Date for the 2025-2 Bonds for which a Liquidity Facility has been provided, there is not a sufficient amount of money available in the Remarketing Proceeds Account of the Bond Purchase Fund pursuant to Section 303(B) to pay the Purchase Price then due pursuant to Section 302 hereof, the Tender Agent shall make a draw request or requests under the Liquidity Facility in accordance with its terms, at the times and in the manner required by the Liquidity Facility and this Fifth Supplemental Indenture to receive immediately available funds on the Purchase Date sufficient to pay on such Purchase Date the balance of the Purchase Price payable on such date. In the case of a mandatory tender for purchase upon substitution of the Liquidity Facility pursuant to Section 302(B)(8) hereof, the Tender Agent shall make such draw request under the existing Liquidity Facility prior to the substitution of such Liquidity Facility for the purpose of paying the Purchase Price of the 2025-2 Bonds. If the Tender Agent shall have received notice from the Liquidity Facility Provider of the occurrence of an event of default (other than as a result of an Automatic Termination Event) under such Liquidity Facility (or agreement providing therefor) which gives such Liquidity Facility Provider the right to terminate the Liquidity Facility with notice, the Tender Agent shall draw on such Liquidity Facility in an amount equal to the Purchase Price of all of the 2025-2 Bonds covered thereby on the applicable Mandatory Purchase Date. A copy of any draw request shall be delivered by Electronic Means to the Trustee and the Authority. The Tender Agent agrees to deposit the proceeds of any draw request or requests in the Liquidity Facility Purchase Account of the Bond Purchase Fund pursuant to clause (ii) of Section 308 hereof pending application of that money to the payment of the Purchase Price. In determining the amount of the Purchase Price then due, the Tender Agent shall not take into consideration any Liquidity Provider Bonds. No draw requests shall be made under a Liquidity Facility to pay the Purchase Price of Liquidity Provider Bonds or 2025-2 Bonds held by the Authority. Liquidity Provider Bonds and 2025-2 Bonds owned by the Authority may not be tendered for purchase at the option of the Liquidity Facility Provider or the Authority, respectively.

(C) Rights and Duties Under Liquidity Facility. The Tender Agent, by accepting its appointment as such, agrees without further direction, to make draw requests under the Liquidity Facility then in effect (if any) for the payment of the Purchase Price of the 2025-2 Bonds covered thereby in accordance with the terms and conditions set forth herein and in such Liquidity Facility at the times, in the manner and for the purposes set forth herein and therein.

(D) Automatic Termination of Liquidity Facility. If there should occur any event resulting in the immediate termination or suspension of the obligation of the Liquidity Facility Provider to purchase the 2025-2 Bonds under the terms of any Liquidity Facility, then the Trustee shall as soon as practicably possible thereafter notify the Authority, the Remarketing Agent and the Owners of all the 2025-2 Bonds covered thereby then Outstanding that: (i) the Liquidity Facility has been terminated or suspended, as the case may be; (ii) the Tender Agent will no longer be able to purchase such 2025-2 Bonds with moneys available under the Liquidity Facility; and (iii) the Liquidity Facility Provider is under no obligation to purchase such 2025-2 Bonds or to otherwise advance moneys to fund the purchase of such 2025-2 Bonds.

(E) Surrender of Liquidity Facility. If an Alternate Liquidity Facility is delivered to the Tender Agent pursuant to Section 307(A) hereof with the documents required by Section 307(A) hereof, then the Tender Agent shall accept the Alternate Liquidity Facility and surrender for cancellation the Liquidity Facility previously held, provided that no Liquidity Facility shall be surrendered until after the date on which the 2025-2 Bonds required to be tendered for purchase pursuant to Section 302(B)(8) hereof have been purchased or deemed purchased in accordance with Section 302 hereof. If a Liquidity Facility automatically terminates, the Tender Agent shall surrender such Liquidity Facility to the applicable Liquidity Facility Provider thereof for cancellation in accordance with the terms of the Liquidity Facility. The Tender Agent shall comply with the procedures set forth in each Liquidity Facility relating to the termination thereof and shall deliver any certificates reducing the stated amount of the Liquidity Facility in accordance with the provisions thereof.

307. Alternate Liquidity Facility.

(A) Delivery by Authority. Prior to the expiration or termination of a Liquidity Facility in accordance with the terms of such Liquidity Facility, the Authority may provide for the delivery to the Tender Agent of an Alternate Liquidity Facility which has a term of at least 364 days (or such shorter period to the final Maturity Date of the 2025-2 Bonds covered thereby). Any Alternate Liquidity Facility delivered to the Tender Agent pursuant to this Section 307 shall contain administrative provisions reasonably acceptable to the Tender Agent. On or prior to the date of the delivery of the Alternate Liquidity Facility to the Tender Agent, the Authority shall furnish to the Tender Agent (i) a Favorable Opinion of Bond Counsel and (ii) an opinion of counsel to the Liquidity Facility Provider of the Alternate Liquidity Facility to the effect that such Alternate Liquidity Facility is a valid and enforceable obligation of such Liquidity Facility Provider.

(B) Acceptance by Tender Agent. If at any time there is delivered to the Tender Agent (i) an Alternate Liquidity Facility covering the 2025-2 Bonds, (ii) the opinions required by Section 307(A) hereof, and (iii) all information required to give the notice of mandatory tender for purchase of the 2025-2 Bonds pursuant to Section 302(B)(8) hereof, then the Tender Agent shall accept such Alternate Liquidity Facility and, after the date of the mandatory tender for purchase established pursuant to Section 302(B)(8) hereof, promptly surrender the Liquidity Facility then in effect to the Liquidity Facility Provider for cancellation in accordance with its terms or deliver any document necessary to reduce the coverage of such Liquidity Facility due to the delivery of such Alternate Liquidity Facility.

308. Sources of Funds for Purchase of 2025-2 Bonds. By 3:00 p.m. on the date on which a 2025-2 Bond is to be purchased, the Tender Agent shall purchase tendered 2025-2 Bonds

from the tendering Owners at the applicable Purchase Price by wire transfer in immediately available funds. Funds for the payment of such Purchase Price shall be derived solely from the following sources in the order of priority indicated (except that the Purchase Price in connection with a SIFMA Unscheduled Mandatory Tender Date or a Term Unscheduled Mandatory Tender Date shall be payable solely from the source described in clause (i) of this Section 308) and none of the Authority, the Trustee, the Tender Agent or the Remarketing Agent shall be obligated to provide funds from any other source:

(i) immediately available funds furnished by the Remarketing Agent to the Tender Agent from the proceeds of the sale of 2025-2 Bonds remarketed pursuant to the provisions hereof for deposit in the Remarketing Proceeds Account for such 2025-2 Bonds;

(ii) immediately available funds furnished by the Liquidity Facility Provider to the Tender Agent from draw requests on a Liquidity Facility for deposit in the Liquidity Facility Purchase Account for such 2025-2 Bonds; provided, that such funds may be used only to purchase 2025-2 Bonds as to which the applicable Liquidity Facility is in effect; and

(iii) immediately available funds (if any) furnished by the Authority to the Tender Agent pursuant to Section 303(D) for deposit in the Authority Purchase Account.

309. Delivery of 2025-2 Bonds. On each date on which a 2025-2 Bond is to be purchased, such 2025-2 Bond shall be delivered as follows:

(i) 2025-2 Bonds purchased with money described in clause (i) of Section 308 hereof shall be registered and made available to the Remarketing Agent for delivery to purchasers thereof against payment therefor;

(ii) 2025-2 Bonds purchased by the Trustee with moneys described in clause (ii) of Section 308 hereof shall be registered immediately in the name of the applicable Liquidity Facility Provider or its nominee (which may be the Securities Depository); and

(iii) 2025-2 Bonds purchased by the Authority with moneys described in clause (iii) of Section 308 hereof shall be held in escrow by the Tender Agent for the account of and registered in the name of the Authority until the Tender Agent receives further instructions from the Authority regarding the disposition of such 2025-2 Bonds; provided that such 2025-2 Bonds shall be registered immediately in the name of the Authority or its nominee on or before 2:30 p.m. 2025-2 Bonds so owned by the Authority shall continue to be outstanding under the terms of the Indenture and be subject to all of the terms and conditions of the Indenture and shall be subject to remarketing by the Remarketing Agent as provided herein.

310. No Remarketing After Credit Facility Failure or Liquidity Facility Failure. Anything in this Fifth Supplemental Indenture to the contrary notwithstanding, if there shall have occurred and be continuing either a Credit Facility Failure or a Liquidity Facility Failure, the Remarketing Agent shall not remarket any 2025-2 Bonds covered by the Credit Facility or Liquidity Facility, as applicable. All other provisions of this Fifth Supplemental Indenture, including without limitation, those relating to the setting of interest rates and Rate Periods and

mandatory and optional purchases, shall remain in full force and effect during the continuance of such Credit Facility Failure or Liquidity Facility Failure.

311. Inadequate Funds for Tenders.

(A) General. Except as otherwise provided herein, if sufficient funds are not available for the purchase of all tendered 2025-2 Bonds required to be purchased on any Purchase Date, the Tender Agent shall take all actions available to it to obtain remarketing proceeds from the Remarketing Agent and sufficient funds from the Liquidity Facility Provider (if any) or, to the extent provided herein, the Authority, to purchase all such 2025-2 Bonds on or before 12:00 noon on the Business Day next succeeding such Purchase Date, and if sufficient funds are not so obtained, all tendered 2025-2 Bonds shall be returned to their respective Owners. Thereafter, the Tender Agent shall continue to take all such action available to it to obtain such remarketing proceeds from the Remarketing Agent and such funds from the Liquidity Facility Provider or the Authority, as and to the extent applicable. Except as otherwise provided herein, such failed purchase and return shall not constitute an Event of Default under the Indenture. Any obligations of the Remarketing Agent, the Liquidity Facility Provider (if any) or the Authority to cause the deposit of such funds from remarketing proceeds, proceeds of a draw on the Liquidity Facility (if any) or other amounts, respectively, shall remain enforceable pursuant to the Indenture, and such obligation shall be discharged only at such time as funds are deposited with the Tender Agent in an amount sufficient to purchase all such 2025-2 Bonds, together with any interest which has accrued on such 2025-2 Bonds to the subsequent actual Purchase Date.

(B) Inadequate Funds on SIFMA Scheduled Mandatory Tender Date. With respect to any mandatory purchase pursuant to Section 302(B)(3) hereof, in the event sufficient funds are not available for the purchase of all 2025-2 Bonds tendered or deemed tendered and required to be purchased on the related Mandatory Purchase Date therefor, then: (i) the Trustee shall promptly return all 2025-2 Bonds tendered or deemed tendered to the Owners thereof together with notice of such insufficiency and the Trustee and the Remarketing Agent shall promptly return all remarketing proceeds to the persons providing such moneys without interest; (ii) the SIFMA Rate Period then in effect will terminate on such SIFMA Scheduled Mandatory Tender Date; (iii) a SIFMA Delayed Remarketing Period will commence on such SIFMA Scheduled Mandatory Tender Date as provided in Section 312 hereof and (iv) such failed purchase shall not constitute an Event of Default under the Indenture.

(C) [Reserved].

(D) Inadequate Funds on Term Scheduled Mandatory Tender Date. With respect to any mandatory purchase pursuant to Section 302(B)(5), then, in the event sufficient funds are not available for the purchase of all 2025-2 Bonds tendered or deemed tendered and required to be purchased on the related Mandatory Purchase Date therefor, then: (i) the Trustee shall promptly return all 2025-2 Bonds tendered or deemed tendered to the Owners thereof together with notice of such insufficiency and the Trustee and the Remarketing Agent shall promptly return all remarketing proceeds to the persons providing such moneys without interest; (ii) the Term Rate Period then in effect will terminate on such Term Scheduled Mandatory Tender Date; (iii) a Term Delayed Remarketing Period will commence on such Term Scheduled Mandatory Tender Date as provided in Section 317 hereof; and (iv) such failed purchase shall not constitute an Event of Default under the Indenture.

312. SIFMA Delayed Remarketing Period. During any SIFMA Rate Period, if the Purchase Price of all of the 2025-2 Bonds tendered or deemed tendered on the applicable SIFMA Scheduled Mandatory Tender Date shall not be paid, a SIFMA Delayed Remarketing Period will commence on such date.

(A) SIFMA Delayed Remarketing Period Terms.

(1) During the SIFMA Delayed Remarketing Period, all of the 2025-2 Bonds will bear interest at the SIFMA Delayed Remarketing Period Rate;

(2) While bearing interest at the SIFMA Delayed Remarketing Period Rate during the SIFMA Delayed Remarketing Period, interest shall be calculated on the basis of a 365/366 day year for the actual number of days elapsed;

(3) The 2025-2 Bonds will continue to be subject to optional redemption by the Authority pursuant to Section 301(A) hereof; provided that notwithstanding anything to the contrary in Section 301(D) hereof or Section 405 of the Original Indenture, the Trustee shall only be required to give five (5) Business Days' notice of such redemption to the Owners of the 2025-2 Bonds to be redeemed;

(4) The Authority may, by notice to the Trustee, the Tender Agent and the Remarketing Agent, direct a change in Mode or conversion to a Fixed Rate Mode of the 2025-2 Bonds in accordance with Section 211 hereof; provided that the Authority and the Trustee will not be required to comply with the notice requirements described in Section 211 or Section 302 hereof;

(5) The 2025-2 Bonds will no longer be subject to mandatory sinking fund redemption by the Authority pursuant to Section 301(B)(1) hereof;

(6) [reserved];

(7) During any SIFMA Delayed Remarketing Period, interest on the 2025-2 Bonds subject to such SIFMA Delayed Remarketing Period shall be due and payable on the first Business Day of each month during such SIFMA Delayed Remarketing Period for such 2025-2 Bonds and on the last day of the SIFMA Delayed Remarketing Period;

(8) The Remarketing Agent will continue to be obligated to remarket the 2025-2 Bonds pursuant to Section 312(C) hereof; and

(9) If the 2025-2 Bonds are successfully remarketed as provided in Section 312(C) hereof, the Owners thereof will be obligated to tender, sell and deliver their 2025-2 Bonds to the Authority.

(B) Determination of SIFMA Delayed Remarketing Period Rate. During each SIFMA Delayed Remarketing Period, no later than 11:00 a.m. on the Business Day immediately preceding each Interest Payment Date while the 2025-2 Bonds bear interest at the SIFMA Delayed Remarketing Period Rate, the Calculation Agent will deliver written notice to the Authority, the Trustee (if the Trustee is not the Calculation Agent) and the Remarketing Agent, specifying the

SIFMA Delayed Remarketing Period Rate for such 2025-2 Bonds, and the aggregate amount of interest on, the 2025-2 Bonds that is due and payable on such Interest Payment Date, together with a detailed calculation of the foregoing. All percentages resulting from the calculation of any index component of the SIFMA Delayed Remarketing Period Rate will be rounded upwards, if necessary, to the nearest fifth decimal place.

In the absence of manifest error, the determination by the Calculation Agent of any index component and the SIFMA Delayed Remarketing Period Rate will be conclusive and binding on the Owners of the 2025-2 Bonds, the Authority, the Trustee and the Remarketing Agent.

(C) Purchase and Sale of 2025-2 Bonds During SIFMA Delayed Remarketing Period. On each Business Day following a SIFMA Scheduled Mandatory Tender Date on which all of the 2025-2 Bonds were not purchased, the Remarketing Agent will continue to use its best efforts to remarket all of the 2025-2 Bonds into the Mode as directed by the Authority. Once the Remarketing Agent for the 2025-2 Bonds has advised the Authority, the Trustee and the Tender Agent that it has a good faith belief that it is able to remarket all of the 2025-2 Bonds into the then directed Mode, the Authority will establish a new Mandatory Purchase Date and will direct the Trustee to give notice by Electronic Means to the Owners of the 2025-2 Bonds) not later than five (5) Business Days prior to the date on which such 2025-2 Bonds are to be purchased, which notice shall state: (i) the Mode applicable to such 2025-2 Bonds from and after the Purchase Date; (ii) that such tendered 2025-2 Bonds will be subject to mandatory tender for purchase and specifying the Mandatory Purchase Date such purchase shall occur; (iii) the procedures for such mandatory tender; (iv) the Purchase Price of such 2025-2 Bonds to be purchased; and (v) the consequences of a failed remarketing.

(D) Termination of a SIFMA Delayed Remarketing Period. During any SIFMA Delayed Remarketing Period, upon the purchase of all of the 2025-2 Bonds pursuant to Section 312(C) above, the SIFMA Delayed Remarketing Period will terminate on the date on which such purchase occurs.

313. [Reserved].

314. Bond Purchase Fund. There shall be established with and maintained by the Tender Agent a separate trust fund which shall be referred to herein as the “Bond Purchase Fund.” The Tender Agent shall further establish within the Bond Purchase Fund separate trust accounts for the 2025-2 Bonds which are Variable Interest Rate Bonds to be referred to herein as the “Remarketing Proceeds Account,” “Liquidity Facility Purchase Account,” and the “Authority Purchase Account,” as necessary or convenient for the 2025-2 Bonds. The Remarketing Proceeds Account, the Liquidity Facility Purchase Account and the Authority Purchase Account shall be an Eligible Account held in trust for the benefit of the Owners. In the event that any such account ceases to be an Eligible Account, the Tender Agent shall promptly (and, in any case, within not more than twenty (20) days) move such account to cause it to be an Eligible Account.

(A) Remarketing Proceeds Account. Upon receipt of the proceeds of a remarketing of 2025-2 Bonds on a Purchase Date, the Tender Agent shall deposit such proceeds in the Remarketing Proceeds Account of the Bond Purchase Fund for such 2025-2 Bonds for application to the Purchase Price of such 2025-2 Bonds and, if the Tender Agent is not a paying agent with respect to the 2025-2 Bonds, shall transmit such proceeds to the Trustee for such

application. Notwithstanding the foregoing, upon receipt of the proceeds of a remarketing of Liquidity Provider Bonds, the Tender Agent shall immediately pay such proceeds to the Liquidity Facility Provider to the extent of any amount owing to the Liquidity Facility Provider. The Tender Agent shall give notice of such transfer to the Authority. Moneys in the Remarketing Proceeds Account shall be held by the Tender Agent for the benefit of the Owners, uninvested and without liability for interest thereon.

(B) Liquidity Facility Purchase Account. Upon receipt from the Liquidity Facility Provider, if any, of the immediately available funds transferred to the Tender Agent pursuant to Section 306(B) hereof, the Tender Agent shall deposit such money in the Liquidity Facility Purchase Account of the Bond Purchase Fund for such 2025-2 Bonds for application to the Purchase Price of the 2025-2 Bonds required to be purchased on a Purchase Date to the extent that the money on deposit in the Remarketing Proceeds Account of the Bond Purchase Fund shall not be sufficient. Any amounts deposited in the Liquidity Facility Purchase Account and not needed with respect to any Purchase Date for the payment of the Purchase Price for any 2025-2 Bonds thereof shall be immediately returned to the Liquidity Facility Provider. Moneys in the Liquidity Facility Purchase Account shall be held by the Tender Agent for the benefit of the Owners, uninvested and without liability for interest thereon.

(C) Authority Purchase Account. Upon receipt from the Authority of any funds for the purchase of tendered Bonds pursuant to Section 303(D), the Tender Agent shall deposit such money, if any, in the Authority Purchase Account of the Bond Purchase Fund for application to the Purchase Price of the 2025-2 Bonds required to be purchased on a Purchase Date to the extent that the money on deposit in the Remarketing Proceeds Account and the Liquidity Facility Purchase Account of the Bond Purchase Fund shall not be sufficient. Only moneys received from the Authority shall be deposited into the Authority Purchase Account and such moneys shall not be commingled with moneys derived from any other sources. Any amounts deposited in the Authority Purchase Account and not needed with respect to any Purchase Date for the payment of the Purchase Price for any 2025-2 Bonds thereof shall be immediately returned to the Authority.

315. Remarketing Agent; Tender Agent.

(A) Remarketing Agent. On or prior to (i) the thirtieth (30th) day preceding any SIFMA Scheduled Mandatory Tender Date for any 2025-2 Bonds in the SIFMA Mode, or (ii) any date on which the Authority shall exercise its option pursuant to Section 302(B)(9) to effect a SIFMA Unscheduled Mandatory Tender Date for any 2025-2 Bonds in the SIFMA Mode, or (iii) any date on which the Authority shall elect to change the Mode for the 2025-2 Bonds to a different Mode pursuant to Section 211(A), or (iv) any date on which the Authority shall exercise its option to convert the interest payable with respect to the 2025-2 Bonds to a Fixed Rate Mode pursuant to Section 211(B), or (v) any other date on which the tender of 2025-2 Bonds is expected to occur pursuant to the terms of this Fifth Supplemental Indenture, the Authority shall appoint one or more Remarketing Agents for the 2025-2 Bonds and shall execute and deliver a Remarketing Agreement with each such appointed Remarketing Agent. Each Remarketing Agent appointed by the Authority shall designate its principal office in the Remarketing Agreement. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed upon it under this Fifth Supplemental Indenture by a written instrument of acceptance (which may be the Remarketing Agreement) delivered to the Authority, the Trustee, the Tender Agent and the Liquidity Facility Provider (if any), under which the Remarketing Agent shall agree, particularly,

to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Authority, the Trustee and the Tender Agent at all reasonable times.

(B) Tender Agent. Each Tender Agent appointed by the Authority shall designate to the Authority, the Trustee, the Liquidity Facility Provider (if any) and the Remarketing Agent, its principal office for delivery of notices and delivery of 2025-2 Bonds and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Authority, the Trustee, the Liquidity Facility Provider (if any) and the Remarketing Agent. By acceptance of its appointment hereunder, the Tender Agent agrees:

(1) to hold all 2025-2 Bonds delivered to it pursuant to Section 302(C) hereof as agent and bailee of, and in escrow for the benefit of, the respective Owners that have delivered such 2025-2 Bonds until money representing the Purchase Price of such 2025-2 Bonds shall have been delivered to or for the account of or to the order of such Owners;

(2) to hold all 2025-2 Bonds registered in the name of the new Owners thereof which have been delivered to it by the Trustee for delivery to the Remarketing Agent;

(3) to hold 2025-2 Bonds delivered for the account of the Liquidity Facility Provider pursuant to clause (ii) of Section 309 hereof; and

(4) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the Authority, the Liquidity Facility Provider (if any), the Credit Facility Provider (if any) and the Remarketing Agent at all reasonable times.

316. Qualifications of Remarketing Agent and Tender Agent; Resignation and Removal of Remarketing Agent and Tender Agent.

(A) Remarketing Agent. Each Remarketing Agent shall be a commercial bank, national banking association or trust company or a member of the Financial Industry Regulatory Authority, Inc. and shall be authorized by law to perform all the duties imposed upon it hereunder and under the Remarketing Agreement. The Authority may remove the Remarketing Agent at any time by giving at least thirty (30) days prior written notice to the Remarketing Agent, the Authority, the Trustee, the Tender Agent and the Liquidity Facility Provider (if any) (or such shorter notice as the Remarketing Agent shall agree), except if the Remarketing Agent has suspended its efforts to solicit offers to purchase the 2025-2 Bonds pursuant to the Remarketing Agreement or is otherwise in breach of its duties and obligations under this Fifth Supplemental Indenture or the Remarketing Agreement, in which case, the Authority shall have the right to remove the Remarketing Agent immediately upon delivery of written notice to the Remarketing Agent and the Liquidity Facility Provider (if any). The Remarketing Agent may at any time resign and be discharged of its duties and obligations hereunder and under the Remarketing Agreement by giving at least thirty (30) days prior written notice to the Authority, the Trustee, the Tender Agent and the Liquidity Facility Provider (if any); provided, however, so long as the Authority is using its best efforts to qualify a successor to the Remarketing Agent, the Remarketing Agent shall be obligated to continue its duties as such until the earlier of the sixtieth (60th) calendar day following the

giving of such notice of termination and the date on which a successor is so qualified. Notwithstanding the foregoing, the Remarketing Agent may not resign and be discharged of its duties and obligations hereunder and under the Remarketing Agreement on any date that is less than thirty (30) days before a SIFMA Scheduled Mandatory Tender Date. The Authority's delivery to the Trustee of a certificate setting forth the effective date of the appointment of a successor Remarketing Agent and the name of such successor shall be conclusive evidence that (i) if applicable, the predecessor Remarketing Agent has been removed in accordance with the provisions hereof and (ii) such successor has been appointed and is qualified to act as Remarketing Agent under the terms hereof. The Trustee shall provide notice of such successor Remarketing Agent to the Owners within ten (10) days of such appointment.

If the Remarketing Agent consolidates with, merges or converts into, or transfers all or substantially all of its assets (or, in the case of a bank, national banking association or trust company, its corporate assets) to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Remarketing Agent.

(B) Tender Agent. Each Tender Agent shall be a national banking association or a commercial bank with trust powers or a trust company duly organized under the laws of the United States of America or any state or territory thereof having a combined capital stock, surplus and undivided profits of at least \$100,000,000 and authorized by law to perform all the duties imposed upon it hereunder. A Tender Agent may at any time resign and be discharged of the duties and obligations created by this Fifth Supplemental Indenture by giving at least sixty (60) days' notice to the Authority, the Trustee, the Liquidity Facility Provider (if any) and the Remarketing Agent. A Tender Agent may be removed at any time by an instrument signed by the Authority and filed with the Trustee. However, such resignation or removal shall not take effect prior to the date that a successor Tender Agent has been appointed by the Authority and has accepted such appointment, such appointment has been approved by the Liquidity Facility Provider (if any), and the Liquidity Facility (if any) has been transferred, in accordance with its terms, to that successor.

If no successor Tender Agent shall have been appointed and shall have accepted such appointment within sixty (60) days of the resigning Tender Agent's notice of resignation or the receipt by the Tender Agent of notice of removal as aforesaid, the resigning Tender Agent or Tender Agent being removed may petition any court of competent jurisdiction for the appointment of a successor Tender Agent, and such court shall thereupon, after notice (if any) as it may deem proper, appoint such successor Tender Agent.

Upon the effective date of resignation or removal of a Tender Agent, such Tender Agent shall deliver any 2025-2 Bonds and money held by it in such capacity to its successor.

317. Term Delayed Remarketing Period. During any Term Rate Period, if the Purchase Price of all of the 2025-2 Bonds tendered or deemed tendered on the applicable Term Scheduled Mandatory Tender Date shall not be paid, a Term Delayed Remarketing Period will commence on such date.

(A) Term Delayed Remarketing Period Terms.

(1) During the Term Delayed Remarketing Period, all of the 2025-2 Bonds will bear interest at the Term Delayed Remarketing Period Rate;

(2) While bearing interest at the Term Delayed Remarketing Period Rate during the Term Delayed Remarketing Period, interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months;

(3) The 2025-2 Bonds will continue to be subject to optional redemption by the Authority pursuant to Section 301(A) hereof; provided that notwithstanding anything to the contrary in Section 301(D) hereof or Section 405 of the Original Indenture, the Trustee shall only be required to give five (5) Business Days' notice of such redemption to the Owners of the 2025-2 Bonds to be redeemed;

(4) The Authority may, by notice to the Trustee, the Tender Agent and the Remarketing Agent, direct a change in Mode or conversion to a Fixed Rate Mode of the 2025-2 Bonds in accordance with Section 211 hereof; provided that the Authority and the Trustee will not be required to comply with the notice requirements described in Section 211 or Section 302 hereof;

(5) The 2025-2 Bonds will no longer be subject to mandatory sinking fund redemption by the Authority pursuant to Section 301(B)(1) hereof;

(6) [reserved];

(7) During any Term Delayed Remarketing Period, interest on the 2025-2 Bonds subject to such Term Delayed Remarketing Period shall be due and payable on each January 1 and July 1 during such Term Delayed Remarketing Period for such 2025-2 Bonds and on the last day of the Term Delayed Remarketing Period;

(8) The Remarketing Agent will continue to be obligated to remarket the 2025-2 Bonds pursuant to Section 317(C) hereof; and

(9) If the 2025-2 Bonds are successfully remarketed as provided in Section 317(C) hereof, the Owners thereof will be obligated to tender, sell and deliver their 2025-2 Bonds to the Authority.

(B) Determination of Term Delayed Remarketing Period Rate. During each Term Delayed Remarketing Period, no later than 11:00 a.m. on the Business Day immediately preceding each Interest Payment Date while the 2025-2 Bonds bear interest at the Term Delayed Remarketing Period Rate, the Calculation Agent will deliver written notice to the Authority, the Trustee (if the Trustee is not the Calculation Agent) and the Remarketing Agent, specifying the Term Delayed Remarketing Period Rate for such 2025-2 Bonds, and the aggregate amount of interest on, the 2025-2 Bonds that is due and payable on such Interest Payment Date, together with a detailed calculation of the foregoing. All percentages resulting from the calculation of any index component of the Term Delayed Remarketing Period Rate will be rounded upwards, if necessary, to the nearest fifth decimal place.

In the absence of manifest error, the determination by the Calculation Agent of any index component and the Term Delayed Remarketing Period Rate will be conclusive and binding on the Owners of the 2025-2 Bonds, the Authority, the Trustee and the Remarketing Agent.

(C) Purchase and Sale of 2025-2 Bonds During Term Delayed Remarketing Period. On each Business Day following a Term Scheduled Mandatory Tender Date on which all of the 2025-2 Bonds were not purchased, the Remarketing Agent will continue to use its best efforts to remarket all of the 2025-2 Bonds into the Mode as directed by the Authority. Once the Remarketing Agent for the 2025-2 Bonds has advised the Authority, the Trustee and the Tender Agent that it has a good faith belief that it is able to remarket all of the 2025-2 Bonds into the then directed Mode, the Authority will establish a new Mandatory Purchase Date and will direct the Trustee to give notice by Electronic Means to the Owners of the 2025-2 Bonds) not later than five (5) Business Days prior to the date on which such 2025-2 Bonds are to be purchased, which notice shall state: (i) the Mode applicable to such 2025-2 Bonds from and after the Purchase Date; (ii) that such tendered 2025-2 Bonds will be subject to mandatory tender for purchase and specifying the Mandatory Purchase Date such purchase shall occur; (iii) the procedures for such mandatory tender; (iv) the Purchase Price of such 2025-2 Bonds to be purchased; and (v) the consequences of a failed remarketing.

(D) Termination of a Term Delayed Remarketing Period. During any Term Delayed Remarketing Period, upon the purchase of all of the 2025-2 Bonds pursuant to Section 317(C) above, the Term Delayed Remarketing Period will terminate on the date on which such purchase occurs.

ARTICLE IV APPLICATION OF PROCEEDS OF 2025-2 BONDS; INVESTMENT INCOME

401. Application of Proceeds of 2025-2 Bonds; Deposit of Moneys. In accordance with subsection 3 of Section 204 of the Original Indenture, the net proceeds of the 2025-2 Bonds in the amount of \$_____ (representing the \$_____ aggregate principal amount of the 2025-2 Bonds, less underwriters' discount of \$_____), and certain other amounts as described below shall be applied simultaneously with the delivery of the 2025-2 Bonds, as follows:

(i) There shall be deposited in the 2025-2 Capitalized Interest Account in the amount of \$[_____]; and

(ii) [There shall be deposited in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account in the amount of \$[_____]; and]

(iii) The remaining balance of proceeds of the 2025-2 Bonds (i.e., \$[_____]) shall be deposited in the Construction Fund, of which \$[_____] shall be deposited in the 2025-2 Project Account to be used to pay certain Cost of Acquisition of Capacity and \$[_____] shall be deposited in the 2025-2 Costs of Issuance Subaccount to be used to pay costs of issuance relating to the 2025-2 Bonds.

402. Investment Income. Interest and other investment income (net of that which (i) represents a return of accrued interest paid in connection with the purchase of any investment and (ii) is required to offset the amortization of any premium paid in connection with the purchase of any investment) earned on any moneys or investments in the Funds and Accounts (other than the Decommissioning Fund) established under the Indenture, to the extent resulting in a balance that is in excess of any requirement for such Fund or Account, shall be paid into the Revenue Fund.

ARTICLE V
ESTABLISHMENT OF 2025-2 PROJECT ACCOUNT,
2025-2 COSTS OF ISSUANCE SUBACCOUNT,
2025-2 DEBT SERVICE ACCOUNT AND
2025-2 DEBT SERVICE RESERVE ACCOUNT

501. Establishment and Application of 2025-2 Project Account.

(1) The Authority shall establish and the Trustee shall maintain and hold in trust in the Construction Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Project Account,” with a separate subaccount therein designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Costs of Issuance Subaccount.” Amounts in the 2025-1 Project Account and 2025-1 Costs of Issuance Subaccount shall be applied as set forth in Section 503 of the Original Indenture and in this Section 501.

(2) Upon receipt of any requisition signed by an Authorized Authority Representative for payment or reimbursement from the Construction Fund pursuant to Section 503 of the Original Indenture, the Trustee shall, unless instructed by the Authority in such requisition that such payment is to be made from another project account established pursuant to a Supplemental Indenture entered into subsequent to this Fifth Supplemental Indenture, (i) to the extent such requisition is for the payment of costs of issuance of the 2025 Bonds, pay such requisitioned amounts out of the 2025-1 Costs of Issuance Subaccount established under the Fourth Supplemental Indenture and the 2025-2 Costs of Issuance Subaccount proportionately based on the amounts initially deposited to such subaccounts or as otherwise directed by the Authority, and (ii) to the extent that such requisition is for the payment of other items of the Cost of Acquisition of Capacity, pay such requisitioned amounts out of the 2025-2 Project Account. If any amount shall remain in the 2025-2 Costs of Issuance Subaccount after all costs of issuance of the 2025-2 Bonds have been paid, as stated in a certificate of an Authorized Authority Representative, such remainder shall be transferred to the 2025-2 Debt Service Account (with such transferred amount to be used to pay interest on the 2025-2 Bonds), or if no such certificate is received, then 180 days after the date of issuance of the 2025-2 Bonds, the Trustee shall make such transfer and the Trustee shall close the 2025-2 Costs of Issuance Subaccount.

502. Establishment and Application of 2025-2 Debt Service Account.

(1) The Authority shall establish and the Trustee shall maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Account.” The 2025-2 Debt Service Account shall be applied as set forth in this Section 502.

(2) The Trustee shall pay out of the 2025-2 Debt Service Account, subject to subsections (4) and (6) of this Section 502, without preference or priority of one transfer over the others (a) to the Paying Agents, if any, (i) on or before each Interest Payment Date the amount required for the interest payable on the 2025-2 Bonds payable on such date or to reimburse a Credit Facility Provider for any drawing on a Credit Facility for the payment of interest on the 2025-2 Bonds on such date, (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on the 2025-2 Bonds payable on such due date or to reimburse a Credit Facility Provider for any drawing on a Credit Facility for the payment of principal on the 2025-2 Bonds on such due date, and (iii) on or before any redemption date for 2025-2 Bonds, the amount required for the payment of principal of and premium, if applicable, and interest on the 2025-2 Bonds then to be redeemed or to reimburse a Credit Facility Provider for any drawing on a Credit Facility for the 2025-2 Bonds in connection with such redemption and (b) to the 2025-2 Parity Swap Providers, if any, any regularly-scheduled amounts due and payable by the Authority under any 2025-2 Parity Swap on the due date therefor. Amounts so paid to the Paying Agents with respect to the 2025-2 Bonds shall be applied by any such Paying Agents on the due dates thereof. The Trustee shall also pay out of the 2025-2 Debt Service Account the accrued interest included in the purchase price of any 2025-2 Bonds purchased for retirement. Notwithstanding anything to the contrary in this Fifth Supplemental Indenture or the Original Indenture, any termination payments payable by the Authority under any 2025-2 Parity Swap shall be payable on a basis subordinate and junior to the payments due to 2025-2 Parity Swap Providers described in clause (b) of this subsection (2).

(3) In determining the amount of Accrued Debt Service with respect to the 2025-2 Bonds while they are Variable Interest Rate Bonds, the interest to be deposited into the 2025-2 Debt Service Account as of the last day of the then current month shall be the amount of interest (determined in good faith by the Authority) to accrue during that month on the 2025-2 Bonds; provided, however, that the amount of such deposit into the 2025-2 Debt Service Account for any month may be reduced (but only to the extent the amount payable by the Authority was or will be reduced) by the amount by which the deposit in the prior month for interest estimated to accrue on the 2025-2 Bonds exceeded the actual amount of interest accrued during that month on the 2025-2 Bonds and further provided that the amount of such deposit into the 2025-2 Debt Service Account for any month shall be increased (but only to the extent the amount payable by the Authority was or will be increased) by the amount by which the deposit in the prior month for interest estimated to accrue on the 2025-2 Bonds was less than the actual amount of interest accrued during that month on the 2025-2 Bonds. In determining the amount to be on deposit in the 2025-2 Debt Service Account by not later than the last day of the then current month for the payment of the 2025-2 Parity Swap Providers, there shall be on deposit in the 2025-2 Debt Service Account an amount (determined in good faith by the Authority) sufficient to pay when due the 2025-2 Parity Swap Providers in the immediately following month (and any amount still payable during the then current month) pursuant to the 2025-2 Parity Swap.

(4) Except as provided in subsection (2) of this Section 502, all amounts held at any time in the 2025-2 Debt Service Account shall be held until applied on a parity basis for the ratable security and payment of (i) accrued debt service on the 2025-2 Bonds and

(ii) amounts due and payable by the Authority under any 2025-2 Parity Swaps, at any time, in proportion to the amounts accrued or due and payable, as applicable.

(5) Amounts accumulated in the 2025-2 Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the 2025-2 Bonds for which such Sinking Fund Installment was established) may and, if so directed by the Authority, shall be applied by the Trustee, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, to (i) the purchase of 2025-2 Bonds of the maturity for which such Sinking Fund Installment was established, or (ii) the redemption at the applicable Redemption Price of such 2025-2 Bonds, if then redeemable by their terms. After the 60th day but on or prior to the 45th day preceding the due date of such Sinking Fund Installment, any amounts then on deposit in the 2025-2 Debt Service Account (exclusive of amounts, if any, set aside therein that were deposited therein from the proceeds of 2025-2 Bonds) may and, if so directed by the Authority, shall be applied by the Trustee to the purchase of 2025-2 Bonds of the maturity for which such Sinking Fund Installment was established, in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. Any purchase of 2025-2 Bonds pursuant to this subsection (5) shall be made at prices not exceeding the applicable Redemption Price of such 2025-2 Bonds plus accrued interest, and such purchases shall be made by the Trustee as directed by the Authority. The applicable Redemption Price of any 2025-2 Bonds (or principal amount of any maturing 2025-2 Bonds) so purchased or redeemed shall be deemed to constitute part of the 2025-2 Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount of the 2025-2 Debt Service Account. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption, by giving notice as provided in Section 405 of the Original Indenture, on such due date, 2025-2 Bonds of the maturity for which such Sinking Fund Installment was established (except in the case of 2025-2 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. The Trustee shall pay out of the 2025-2 Debt Service Account to the appropriate Paying Agents, if any, on or before such redemption date (or maturity date), the amount required for the redemption of the 2025-2 Bonds so called for redemption (or for the payment of such 2025-2 Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of 2025-2 Bonds shall be paid from the Operating Fund.

(6) In the event of the refunding (or other defeasance) of any 2025-2 Bonds, the Trustee shall, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, withdraw from the 2025-2 Debt Service Account amounts accumulated therein with respect to Debt Service on the 2025-2 Bonds being refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-2 Bonds being refunded (or otherwise defeased); provided that such withdrawal shall not be made unless (a) immediately thereafter the 2025-2 Bonds being refunded (or otherwise defeased) shall be deemed to have been paid pursuant to subsection 2 of Section 1201 of the Original

Indenture, and (b) the amount remaining in the 2025-2 Debt Service Account after such withdrawal shall not be less than the amount required to be held therein pursuant to subsection 1 of Section 506 of the Original Indenture.

503. Establishment and Application of 2025-2 Capitalized Interest Account [and 2023-1 and 2023-1A Supplemental Capitalized Interest Account]. .

(1) The Authority shall establish and the Trustee shall maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Capitalized Interest Account.” The 2025-2 Capitalized Interest Account shall be initially funded upon the issuance and delivery of the 2025-2 Bonds, pursuant to Section 208 hereof. Amounts in the 2025-2 Capitalized Interest Account shall be initially invested in Investment Securities consisting of U.S. Treasury Securities—State and Local Government Series as set forth in Schedule I hereto and shall be applied as set forth in this Section 503. On each date set forth in the table under subsection (2) below through and including January 1, 2028, interest and other investment income from investments in the 2025-2 Capitalized Interest Account received on such date and remaining after the payment of interest due on the 2025-2 Bonds on such date set forth in such table shall be invested in U.S. Treasury Securities—State and Local Government Series in accordance with instructions from the Authority to the Trustee. The Trustee shall request instructions from the Authority not less than 20 days before each such date. Interest and other investment income earned on investments in the 2025-2 Capitalized Interest Account shall remain therein, to be applied as set forth in this Section 503.

(2) The Trustee shall pay out of the 2025-2 Capitalized Interest Account to the Paying Agents, if any, on or before each January 1 and July 1, from [July 1, 2025] to July 1, 20[29], inclusive, from the interest and maturing principal of the investments therein, together with any uninvested cash held thereunder, the amounts set forth in the table below. Amounts so paid to the Paying Agents shall be applied by any such Paying Agents to the payment of interest on the 2025-2 Bonds on the due dates thereof.

<u>Date</u>	<u>Amount to be Transferred from 2025-2 Capitalized Interest Account</u>
[July 1, 2025]	\$ []
January 1, 2026	
July 1, 2026	
January 1, 2027	
July 1, 2027	
January 1, 2028	
July 1, 2028	
January 1, 2029	
July 1, 20[29]	

(3) On or after July 2, 20[29], the Trustee shall transfer any amounts remaining in the 2025-2 Capitalized Interest Account to the Rebate Fund or the 2025-2 Project Account, as instructed by an Authorized Authority Representative.

(4) [The Authority shall establish and the Trustee shall maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2023-1 and 2023-1A Supplemental Capitalized Interest Account.” The 2023-1 and 2023-1A Supplemental Capitalized Interest Account shall be initially funded upon the issuance and delivery of the 2025-2 Bonds, pursuant to Section 208 hereof. Amounts in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account shall be initially invested in Investment Securities consisting of U.S. Treasury Securities—State and Local Government Series as set forth in Schedule II hereto and shall be applied as set forth in this Section 503. On each date set forth in the table under subsection (5) below through and including January 1, 2028, maturing principal, interest and other investment income from investments in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account received on such date and remaining after the payment of interest due on the 2023-1 Bonds and 2023-1A Bonds on such date set forth in such table shall be invested in U.S. Treasury Securities—State and Local Government Series in accordance with instructions from the Authority to the Trustee. The Trustee shall request instructions from the Authority not less than 20 days before each such date. Interest and other investment income earned on investments in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account shall remain therein, to be applied as set forth in this Section 503.

(5) The Trustee shall pay out of the 2023-1 and 2023-1A Supplemental Capitalized Interest Account to the Paying Agents, if any, on or before each January 1 and July 1, from [July 1, 2025] to July 1, 20[29], inclusive, from the interest and maturing principal of the investments therein, together with any uninvested cash held thereunder, the amounts set forth in the table below. Amounts so paid to the Paying Agents shall be applied by any such Paying Agents to the payment of interest on the 2023-1 Bonds and the 2023-1A Bonds on the due dates thereof.

<u>Date</u>	<u>Amount to be Transferred from 2023-1 and 2023-1A Supplemental Capitalized Interest Account</u>
[July 1, 2025]	\$ []
January 1, 2026	
July 1, 2026	
January 1, 2027	
July 1, 2027	
January 1, 2028	
July 1, 2028	
January 1, 2029	
July 1, 2029	

(6) On or after July 2, 20[29], the Trustee shall transfer any amounts remaining in the 2023-1 and 2023-1A Supplemental Capitalized Interest Account to the Rebate Fund, the 2023-1 Project Account, the 2023-1A Project Account or the 2025-2 Project Account, as instructed by an Authorized Authority Representative.]

504. Establishment, Pledge, Funding and Application of 2025-2 Debt Service Reserve Account.

(1) The Authority shall establish and the Trustee shall maintain and hold in trust a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Reserve Account.” The 2025-2 Debt Service Reserve Requirement shall be \$0.00 and the 2025-2 Debt Service Reserve Account shall not be initially funded upon the issuance and delivery of the 2025-2 Bonds. At the sole discretion of the Authority, at the request of the Participant, the 2025-2 Debt Service Reserve Account may thereafter be funded from time to time or at any time at such level as determined by the Authority, at the direction of the Participant. In the event the 2025-2 Debt Service Reserve Account shall at any time be funded pursuant to this subsection (1), such 2025-2 Debt Service Reserve Account shall be applied as set forth in this Section 503. There are hereby pledged to secure the payment of the principal of and interest on the 2025-2 Bonds in accordance with their terms all amounts (if any) held by the Trustee in the 2025-2 Debt Service Reserve Account.

(2) During any period in which the Authority has determined, in its sole discretion, to fund the 2025-2 Debt Service Reserve Account as provided in subsection (1) of this Section 503, the amount determined by the Authority to be maintained therein shall, during such period, constitute the 2025-2 Debt Service Reserve Requirement for purposes of this Section 503. Except as provided in subsection (5) of this Section 503, the Authority shall at all times maintain an amount equal to the 2025-2 Debt Service Reserve Requirement in the 2025-2 Debt Service Reserve Account. In the event of any deficiency in the 2025-2 Debt Service Reserve Account, the Authority shall replenish such deficiency by depositing monthly at least one twelfth (1/12th) of the aggregate amount of each unreplenished prior withdrawal from the 2025-2 Debt Service Reserve Account and the full amount of any deficiency due to any required valuations of the investments in the 2025-2 Debt Service Reserve Account until the balance in the 2025-2 Debt Service Reserve Account is at least equal to the 2025-2 Debt Service Reserve Requirement.

(3) Notwithstanding anything to the contrary in the Original Indenture or this Fifth Supplemental Indenture, all amounts in the 2025-2 Debt Service Reserve Account (if any) shall be used and withdrawn by the Trustee solely for the purpose of (i) paying principal of and interest on the 2025-2 Bonds in the event moneys in the 2025-2 Debt Service Account are insufficient, or (ii) the payment of the final principal and interest payment on the 2025-2 Bonds.

(4) All Investment Securities credited to the 2025-2 Debt Service Reserve Account shall be valued as of July 1 of each year (or the next preceding or succeeding Business Day, as determined by the Authority, if any such July 1 is not a Business Day) at the greater of the cost of such Investment Securities or the amortized value thereof, exclusive of accrued interest.

(5) In the event of the refunding (or other defeasance) of any 2025-2 Bonds, the Trustee, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, shall withdraw from the 2025-2 Debt Service Reserve Account amounts accumulated therein with respect to Debt Service on the 2025-2 Bonds being

refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-2 Bonds being refunded (or otherwise defeased); provided that such withdrawal shall not be made unless (a) immediately thereafter the 2025-2 Bonds being refunded (or otherwise defeased) shall be deemed to have been paid pursuant to subsection 2 of Section 1201 of the Original Indenture, and (b) the amount remaining in the 2025-2 Debt Service Reserve Account after such withdrawal shall not be less than the requirement of such Account pursuant to subsection (2) of this Section 503.

(6) Notwithstanding anything herein to the contrary, at the option of the Authority amounts required to be held in the 2025-2 Debt Service Reserve Account (if any) may be substituted, in whole or in part, by the deposit with the Trustee of a 2025-2 Debt Service Reserve Account Policy in a stated amount equal to the amounts so substituted, and any 2025-2 Debt Service Reserve Account Policy then held in the 2025-2 Debt Service Reserve Account may be replaced at the option of the Authority by cash or by another 2025-2 Debt Service Reserve Account Policy in whole or in part; provided that prior to the substitution or replacement of such 2025-2 Debt Service Reserve Account Policy the credit rating agencies then rating the 2025-2 Bonds shall have been notified by the Authority of such proposed substitution or replacement and the substitution or replacement shall not result, as evidenced by letters from such rating agencies, in a downgrading or withdrawal of any rating of the 2025-2 Bonds then in effect by such rating agencies; and provided further that the Authority shall have first received a Favorable Opinion of Bond Counsel. Any moneys so withdrawn from the 2025-2 Debt Service Reserve Account shall be transferred to the General Reserve Fund and used in accordance with the provisions of Section 512 of the Original Indenture or otherwise used in a manner that is consistent with such Favorable Opinion of Bond Counsel.

So long as a 2025-2 Debt Service Reserve Account Policy shall be in full force and effect, any deposits required to be made with respect to the 2025-2 Debt Service Reserve Account pursuant to Section 506 of the Original Indenture shall include any amounts due to the provider of the 2025-2 Debt Service Reserve Account Policy resulting from a draw on the 2025-2 Debt Service Reserve Account Policy (which amounts shall constitute a deficiency or withdrawal from the 2025-2 Debt Service Reserve Account within the meaning of Section 506 of the Original Indenture). Any such amounts shall be paid to the provider of such 2025-2 Debt Service Reserve Account Policy as provided in such 2025-2 Debt Service Reserve Account Policy or any related agreement.

ARTICLE VI TAX COVENANTS

601. Tax Covenants.

(A) Special Definitions. When used in this Section 601, the following terms have the following meanings:

“*Computation Date*” has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

“*Gross Proceeds*” means any proceeds as defined in section 1.148-1(b) of the Tax Regulations (referring to sale, investment and transferred proceeds), and any replacement proceeds as defined in section 1.148-1(c) of the Tax Regulations, of the 2025-2 Bonds.

“*Investment*” has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of 2025-2 Bonds are invested and that is not acquired to carry out the governmental purposes of the 2025-2 Bonds.

“*Nongovernmental Person*” refers to any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, or an agency or instrumentality acting solely on behalf thereof.

“*Rebate Amount*” has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

“*Tax Certificate*” means the Tax Certificate concerning certain matters pertaining to the use of proceeds of, and the investment of Gross Proceeds of, the 2025-2 Bonds, executed and delivered by the Authority on the date of delivery of the 2025-2 Bonds, as the same may be supplemented or amended, including any and all exhibits attached thereto.

“*Tax Regulations*” means the United States Treasury Regulations promulgated pursuant to sections 103 and 141 through 150 of the Code or predecessor statutes corresponding thereto.

“*Yield*” of

(i) any Investment has the meaning set forth in section 1.148-5 of the Tax Regulations; and

(ii) the 2025-2 Bonds is computed under section 1.148-4 of the Tax Regulations.

(B) Not to Cause Interest to Become Taxable. The Authority shall not take any action or omit to take any action that, if taken or omitted, respectively, would adversely affect the excludability of interest on any 2025-2 Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. The Authority and the Trustee shall execute such amendments hereof and supplements hereto (and shall comply with the provisions thereof) as are, in the Opinion of Bond Counsel, necessary to preserve such exclusion. The Authority shall comply with each specific covenant in this Section 601 at all times prior to the last maturity of 2025-2 Bonds (and, in the case of subsection (H) of this Section 601, until compliance therewith in full), unless and until there shall have been delivered to the Trustee an Opinion of Bond Counsel to the effect that failure to comply with such covenant, either generally or to the extent stated therein, shall not adversely affect the excludability of interest on any 2025-2 Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes, and thereafter such covenant shall no longer be binding upon the Authority, generally or to such extent as the case may be, anything in any other subsection of this Section 601 to the contrary notwithstanding.

(C) No Private Business Use or Private Payments. Except as would not cause any 2025-2 Bond to become a “private activity bond” within the meaning of section 141 of the Code and the Tax Regulations and rulings thereunder, the Authority shall at all times prior to the payment and cancellation of the last 2025-2 Bond to be paid and cancelled:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is financed or refinanced directly or indirectly with proceeds of the 2025-2 Bonds, and not use or permit the use of such proceeds or property (including through contractual arrangements with terms different than those applicable to the general public) in any activity carried on by a Nongovernmental Person that would create private business use described in section 141(b) of the Code; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity in respect of the use by any Nongovernmental Person of proceeds of the 2025-2 Bonds or of any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such proceeds that would constitute a payment described in section 141(b)(2)(B) of the Code (a “private payment”).

Without limiting the foregoing, except as would not cause any 2025-2 Bond to become a “private activity bond” within the meaning of section 141 of the Code and the Tax Regulations and rulings thereunder, the Authority will not: (i) permit any Nongovernmental Person to hold any ownership, proprietary or possessory interest in the financed property; (ii) contract with any Nongovernmental Person for the provision of operating or other services with respect to any function of the financed property (unless either (A) such arrangement requires no payment of fees to such Nongovernmental Person other than as direct reimbursement of third party costs or reasonable administrative overhead, or (B) such arrangement conforms to administrative guidance of the Internal Revenue Service in order to assure that such arrangement does not create a private business use relationship of the Nongovernmental Person to the financed property); or (iii) contract with any Nongovernmental Person for the sale of output or capacity of the financed property unless such contract does not result in private business use under section 1.141-7 of the Treasury Regulations.

(D) No Private Loan. Except as would not cause any 2025-2 Bond to become a “private activity bond” within the meaning of section 141 of the Code and the Tax Regulations and rulings thereunder, the Authority shall not use proceeds of any 2025-2 Bond to make or finance a loan to any Nongovernmental Person. For purposes of the foregoing covenant, such proceeds are considered to be “loaned” to a Nongovernmental Person if: (a) property acquired, constructed or improved with such proceeds (or indebtedness refinanced with such proceeds) is sold or leased to such Nongovernmental Person in a transaction that creates a debt for federal income tax purposes; (b) capacity in or service from such property is committed to such Nongovernmental Person under a take-or-pay, output or similar contract or arrangement that has the effect of transferring a substantial proprietary interest in such property; or (c) indirect benefits, or burdens and benefits of ownership, of such property are otherwise transferred in a transaction that is the economic equivalent of a loan.

(E) Not to Invest at Higher Yield. Except as would not cause any 2025-2 Bond to become an “arbitrage bond” within the meaning of section 148 of the Code and the Tax Regulations and rulings thereunder, the Authority shall not at any time prior to the final maturity

of the 2025-2 Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, would materially exceed the Yield of the 2025-2 Bonds within the meaning of said section 148.

(F) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Tax Regulations and rulings thereunder, the Authority shall not take or omit to take any action that would cause any portion of the payment of the principal of or interest on the 2025-2 Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Tax Regulations and rulings thereunder.

(G) Information Report. The Authority shall timely file any information required by section 149(e) of the Code with respect to 2025-2 Bonds with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(H) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Tax Regulations and rulings thereunder:

(1) The Authority shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last 2025-2 Bond is discharged. However, to the extent permitted by law, the Authority may commingle Gross Proceeds of 2025-2 Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Authority shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Tax Regulations and rulings thereunder. The Authority shall maintain a copy of the calculation with its official transcript of proceedings relating to the issuance of the 2025-2 Bonds until six years after the final Computation Date.

(3) In order to assure the excludability pursuant to section 103(a) of the Code of interest on the 2025-2 Bonds from the gross income of the owners thereof for federal income tax purposes, the Authority shall pay to the United States the amount that, when added to the future value of previous rebate payments made for the 2025-2 Bonds, equals (a) in the case of a final Computation Date as defined in section 1.148-3(e)(2) of the Tax Regulations, one hundred percent (100%) of the Rebate Amount on such date, and (b) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, such rebate payments shall be made by the Authority at the times and in the amounts as are or may be required by section 148(f) of the Code and the Tax Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Tax Regulations and rulings thereunder for execution and filing by the Authority.

(4) The Authority shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3) of this

subsection (H) of this Section 601, and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under section 1.148-3(h) or other provision of the Tax Regulations.

(I) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Tax Regulations and rulings thereunder, the Authority shall not, at any time prior to the final maturity of the 2025-2 Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (H) of this Section 601 because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield on the 2025-2 Bonds not been relevant to either party.

(J) 2025-2 Bonds Not Hedge Bonds. The Authority represents that the 2025-2 Bonds will not be "hedge bonds" within the meaning of section 149(g) of the Code. Without limitation of the foregoing, the Authority represents that (i) on the date of issuance of the issue of which the 2020 Series C Bonds are a part, the Authority reasonably expected that within the three-year period commencing on such date at least 85% of the spendable proceeds of such issue would be expended for the governmental purposes thereof, and (ii) at no time has more than 50% of the proceeds of such issue been invested in Nonpurpose Investments having a substantially guaranteed yield for four years or more.

(K) Elections. The Authority hereby directs and authorizes any Authorized Authority Representative to make elections permitted or required pursuant to the provisions of the Code or the Tax Regulations, as such Authorized Authority Representative (after consultation with Bond Counsel) deems necessary or appropriate in connection with the 2025-2 Bonds, in the Tax Certificate relating to the 2025-2 Bonds or similar or other appropriate certificate, form or document.

(L) Closing Certificate. The Authority agrees to execute and deliver in connection with the issuance of the 2025-2 Bonds a Tax Certificate, or similar document containing additional representations and covenants pertaining to the exclusion of interest on the 2025-2 Bonds from the gross income of the owners thereof for federal income tax purposes, which representations and covenants are incorporated as though expressly set forth herein.

ARTICLE VII [RESERVED]

ARTICLE VIII MISCELLANEOUS

801. Payment on Business Days. Whenever in this Fifth Supplemental Indenture any amount is required to be paid on a day which is not a Business Day, such payment shall be required

to be made on the Business Day immediately following such non-Business Day, provided that interest shall cease to accrue as of such non-Business Day.

802. Notices Upon Transfer. If the Trustee makes any transfer of 2025-2 Bonds after the date of mailing of notice of a change in Mode or conversion, redemption or mandatory purchase of such 2025-2 Bonds given pursuant to the provisions of the Indenture, the Trustee shall provide to any transferee who becomes an Owner of such 2025-2 Bonds after such date and prior to the change in Mode, conversion, redemption or mandatory purchase, a copy of any notice of change in Mode, conversion, redemption or mandatory purchase so mailed.

803. Notice and Other Information to Notice Parties and Rating Agencies. The Authority or the Trustee, as applicable, shall give notice to the other Notice Parties and to the Rating Agencies then rating the 2025-2 Bonds in the event:

- (i) The Trustee, Tender Agent or any Remarketing Agent resigns or is replaced;
- (ii) This Fifth Supplemental Indenture, any Liquidity Facility, any Credit Facility or Remarketing Agreement is amended or supplemented (and the Trustee has notice thereof);
- (iii) Any Liquidity Facility or Alternate Liquidity Facility or any Credit Facility or Alternate Credit Facility is delivered, expires or is terminated or is extended;
- (iv) The 2025-2 Bonds are changed from one Mode to a New Mode or converted to the Fixed Rate Mode;
- (v) There has been a redemption, defeasance or acceleration of any of the 2025-2 Bonds; or
- (vi) There is a mandatory tender of any of the 2025-2 Bonds.

Any notice, certificate, request, complaint, demand or other communication hereunder shall be in writing and shall be sufficiently and shall be deemed given when delivered or mailed by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy or other form of telecommunication, at the address or number as may from time to time be furnished to the parties for such purpose. Notice shall be effective either (i) upon transmission by telecopy or other form of telecommunication, (ii) 48 hours after deposit in the United States mail, postage prepaid, or (iii) in the case of personal delivery to any person, upon actual receipt. The Authority shall provide the Trustee with notice of the Rating Agencies then rating the 2025-2 Bonds. The Trustee shall not be subject to any liability by reason of its failure to mail such notice, and any such failure shall not affect the validity of the event to which such notice relates.

804. Performance of Duties. The Trustee, including in its capacity as Paying Agent hereunder, agrees to perform the duties set forth herein.

805. Severability. If any one or more of the covenants or agreements provided in this Fifth Supplemental Indenture to be performed on the part of the Authority or the Trustee, including in its capacity as Paying Agent hereunder, should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Fifth Supplemental Indenture.

806. Assignment. The rights, obligations and duties of the Trustee set forth herein, including its rights, obligations and duties as Paying Agent, shall not be assigned by the Trustee or any successor thereto without the prior written consent of the Authority.

807. Indenture to Remain in Effect. Except as supplemented and amended by this Fifth Supplemental Indenture, the Original Indenture (as heretofore supplemented and amended) shall remain in full force and effect.

808. Counterparts. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; such counterparts shall together constitute but one and the same instrument.

809. Effective Date. This Fifth Supplemental Indenture shall become effective at such time as this Fifth Supplemental Indenture shall be executed and delivered by the Authority and the Trustee.

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IN WITNESS WHEREOF, Southern California Public Power Authority has caused this Fifth Supplemental Indenture of Trust to be signed in its name and on its behalf by its President (or Vice President), and its seal to be hereunto affixed and attested by its Secretary (or an Assistant Secretary), thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

[Authority Seal]

By: _____
President

Attest _____
Assistant Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

FORM OF 2025-2 BOND

NO. R-1

\$_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company a New York corporation (“DTC”), to the Authority or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
SOUTHERN TRANSMISSION SYSTEM RENEWAL PROJECT,
REVENUE BOND, 2025-2

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
Variable	July 1, 20__	_____, 2025	

REGISTERED OWNER: ----- CEDE & CO (TAX I.D. 013-2555119) -----

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (the “Authority”), established pursuant to the laws of the State of California, acknowledges itself indebted to, and for value received hereby promises to pay to the registered owner named above, or registered assigns, on the maturity date set forth above, but solely from the funds pledged therefor, upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as paying agent and trustee (the “Trustee”) the principal amount set forth above in any currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts, unless this Bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, and to pay to the registered owner hereof in like currency interest on such principal amount, in the manner and from the sources provided below, until the Authority’s obligation with respect to the payment of such principal amount shall be discharged. Payment of interest on this Bond shall be made on each Interest Payment Date to the owner of record hereof on the applicable Record Date for unpaid accrued interest during the period from (and including) the last Interest Payment Date to which interest has been paid (or, if no interest has been paid hereon, from the dated date hereof) to (but not including) the Interest Payment Date on which interest is being paid; provided, that if at the time of authentication hereof, interest is in default or overdue on the Bonds, interest hereon shall be payable from the date to which interest has been previously paid in full or made available for payment in full. Interest on this Bond shall

be payable on each Interest Payment Date at the rates per annum determined as described herein and in the Indenture mentioned below until the principal sum hereof is paid.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Indenture (as hereinafter defined).

This Bond is registered as to both principal and interest on the registration books of the Authority, which shall be kept by the Trustee, as bond registrar, and may be transferred or exchanged as described below, subject to the further conditions specified in the Indenture, only upon surrender hereof at the designated office of the Trustee or its agent therefor.

The principal or redemption price, if applicable, and interest on this Bond and the Bonds are payable solely from the funds provided for under the Indenture, 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.

Neither the faith and credit nor the taxing power of the State of California or any public agency thereof or any member of the Authority or the Participant (as defined in the Indenture) is pledged to the payment of the principal or redemption price hereof or interest on this Bond or the Bonds. Neither the payment of the principal or any part thereof or redemption price hereof, nor any interest hereon constitutes a debt, liability or obligation of any of the members of the Authority, and neither the State of California nor any public agency thereof, other than the Authority, nor any member of the Authority or the Participant is obligated to pay the principal or redemption price or interest on this Bond or the Bonds. This Bond shall never constitute a debt or indebtedness of the Authority within the meaning of any provision or limitation of the constitution or statutes of the State of California, nor shall it constitute or give rise to a pecuniary liability of the Authority or a charge against its general credit. The Authority has no taxing power. Neither the members of the Board of Directors of the Authority nor any officer, employee or agent of the Authority shall be individually liable on this Bond or the Bonds or in respect of any undertakings by the Authority under the Indenture.

It is hereby certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the Bonds comply in all respects with the applicable laws of the State of California, including, particularly, the Act (as hereinafter defined).

This Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

This Bond is one of a duly authorized issue of bonds of the Authority designated as its "Southern Transmission System Renewal Project, Revenue Bonds, 2025-2" (herein called the "Bonds"), in the aggregate principal amount of \$_____ issued pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended (herein called the "Act"). The Bonds are issued under and are equally and ratably secured and entitled to the protection given by an Indenture of

Trust, dated as of April 1, 2023, between the Authority and the Trustee (the term “Trustee” where used herein refers collectively to said Trustee or its successors in said trust), as supplemented and amended, including the supplemental indenture authorizing the Bonds (said Indenture of Trust, as supplemented and amended, is herein called the “Indenture”). Copies of the Indenture are on file at the office of the Authority and at the principal corporate trust office of the Trustee and reference is hereby made to the Indenture and the Act for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured under the Indenture. To the extent of any conflict or inconsistency between any provisions contained in this Bond and the Indenture, the provisions of the Indenture shall control. Reference is also made to the Agreement for the provisions thereof affecting the Bonds, including provisions providing for additional interest and other amounts to be payable with respect to the Bonds under certain circumstances. Among, other things, the Authority shall reimburse the Bank, as the beneficial owner hereof, for reasonable costs and expenses incurred by the Bank in enforcing this Bond and the Agreement, as provided in the Agreement.

As provided in the Indenture, bonds of the Authority may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. The aggregate principal amount of bonds that may be issued under the Indenture is not limited except as provided in the Indenture, and all bonds issued and to be issued under the Indenture are and will be equally secured by the pledge and assignment and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

This Bond is being issued and initially delivered in a Term Rate Mode. During the Initial Term Rate Period, the Bonds shall bear interest at the rate of ____% per annum.

So long as this Bond shall be in the Term Rate Mode, except as otherwise provided with respect to the Bonds, the Interest Payment Dates therefor shall be January 1 and July 1 of each year, commencing [January 1, 2026]. Interest on this Bond while in such Term Rate Mode shall be computed on the basis of a 360-day year consisting of twelve 30-day months. So long as this Bond is in a Term Rate Period, interest shall be payable hereon by wire transfer in immediately available funds on the applicable Record Date to an account specified by the Owner hereof in writing delivered to the Trustee. So long as this Bond shall be in the Term Rate Mode, the Record Date is the fifteenth (15th) day (whether or not a Business Day) of the month next preceding each Interest Payment Date. Notwithstanding the foregoing or any other provision hereof, while Cede & Co. is the registered owner of this Bond, payments of principal of, redemption premium, if any, Purchase Price of, and interest on this Bond shall be made in accordance with existing arrangements between the Trustee or its successors under the Indenture and the Securities Depository.

While in the Term Rate Mode, this Bond is subject to tender for purchase on each Term Scheduled Mandatory Tender Date.

In the event sufficient funds are not available for the purchase of all Bonds tendered or deemed tendered on a Term Scheduled Mandatory Tender Date, then, (i) the Trustee shall promptly return all Bonds tendered or deemed tendered to the registered owners thereof together

with notice of such insufficiency and the Trustee and the Remarketing Agent shall promptly return all remarketing proceeds to the persons providing such moneys without interest; (ii) the Term Rate Period then in effect will terminate on such Term Scheduled Mandatory Tender Date; (iii) a Term Delayed Remarketing Period will commence on such Term Scheduled Mandatory Tender Date; and (iv) such failed purchase shall not constitute an Event of Default under the Indenture. During a Term Delayed Remarketing Period, the following provisions, among other things, will apply: (a) the Bonds will bear interest at the Term Delayed Remarketing Period Rate; (b) interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months; (c) interest on the Bonds subject to such Term Delayed Remarketing Period shall be due and payable on the first Business Day of each month during such Term Delayed Remarketing Period and on the last day of the Term Delayed Remarketing Period.

The Remarketing Agent will continue to use its best efforts to remarket the Bonds tendered on the applicable Term Scheduled Mandatory Tender Date. If the Bonds are successfully remarketed, the Bonds will be subject to mandatory tender for purchase and the owners thereof will be obligated to tender, sell and deliver their Bonds to the Authority. Upon the purchase of all of the Bonds, the Term Delayed Remarketing Period will terminate on the date on which such purchase occurs.

During the Initial Term Rate Period, this Bond is subject to optional redemption by the Authority, in whole or in part, in Authorized Denominations, on any Business Day commencing January 1, 2025, at a Redemption Price equal to 100% of the principal amount thereof, plus unpaid accrued interest to the redemption date, if any, without premium.

The Bonds are also be subject to redemption prior to maturity as provided in the Indenture by operation of the Debt Service Fund to satisfy mandatory Sinking Fund Installments, on each July 1 on and after July 1, ____.

If less than all of the Bonds are to be optionally redeemed, the Authority shall select the maturity or maturities to be redeemed. If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee in such manner as the Trustee in its discretion may deem appropriate. In connection with any optional redemption in part of Bonds that are term Bonds subject to mandatory sinking fund redemption, the principal amount of such term Bonds being redeemed shall be allocated against the scheduled Sinking Fund Installments in such manner as the Authority shall direct.

The Bonds are payable upon redemption at the above-mentioned offices of the Trustee. The Trustee shall give notice of redemption of Bonds, in the name of the Authority, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, (i) by first-class mail, postage prepaid, to the respective registered owners of any Bonds or portions of Bonds designated for redemption, at their addresses appearing upon the registry books of the Trustee, and (ii) by first-class mail, postage prepaid, or by telecopy, email transmission, or other electronic means of communication, to the Information Services. Failure so to mail to any one or more of the respective owners designated for redemption shall not affect the validity of the proceedings for the redemption of the Bonds. Each notice of redemption shall set forth, among other things, the place of payment, the redemption price, the redemption date and a description of the Bonds to be redeemed. If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof

specified in said notice shall become due and payable on the redemption date so designated, and if, on the redemption date, moneys for the redemption of all the Bonds and portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Bonds or portions thereof so called for redemption shall cease to accrue and be payable. If by the date of mailing of notice of any optional redemption the Authority shall not have deposited with the Trustee moneys sufficient to redeem all the Bonds called for redemption, then such notice shall state that it is subject to the availability of funds for such purpose not later than the opening of business on the redemption date and shall be of no effect unless funds sufficient for such purpose are available.

As provided in and subject to the terms and conditions of the Indenture, the Mode for the Bonds may, from time to time, be changed from the Term Rate Mode to the SIFMA Mode or to the Flexible Mode, the Daily Mode, the Weekly Mode or another Term Rate Mode, and maybe be converted to the Fixed Rate Mode. Upon any change in Mode or conversion of the Bonds, except as otherwise provided in the Indenture, the Bonds will be subject to mandatory tender for purchase and a new form of this Bond shall be prepared, if and to the extent necessary, which contains the terms of the Bonds applicable in such new Mode or Fixed Rate Mode.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be modified or amended by the Authority upon the written consent of the registered owners of at least a majority in aggregate principal amount of the bonds then Outstanding under the Indenture, and, in case less than all of the series of bonds then Outstanding under the Indenture would be affected thereby, with such consent of at least a majority in aggregate principal amount of the bonds so affected and Outstanding under the Indenture; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any bonds of any specified like series and maturity remain Outstanding under the Indenture, the consent of the owners of such bonds shall not be required and such bonds shall not be deemed to be Outstanding for the purpose of the calculation of Outstanding bonds. No such modification or amendment shall permit a change in the terms of any Sinking Fund Installment or the terms of redemption or maturity of the principal of any Outstanding bond or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the registered owner of such bond, or shall reduce the percentages or otherwise affect the classes of bonds the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or any other Fiduciary without its written assent thereto. The provisions of the Indenture may also be modified or amended by a supplemental indenture of the Authority executed and delivered by the Authority which shall be fully effective in accordance with its terms, upon (i) with respect to certain specified purposes, the filing with the Trustee of a copy thereof in accordance with the Indenture, or (ii) with respect to certain other specified purposes, the filing with the Authority of an instrument in writing made by the Trustee consenting thereto.

The owner of this Bond shall have no 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, except as provided in the Indenture.

The transfer of this Bond may be registered as provided in the Indenture, only upon the books of the Authority kept for such purpose at the principal corporate trust office of the Trustee,

by the registered owner hereof in person, or by his or her duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his or her duly authorized attorney, and thereupon a new registered Bond or Bonds, in the same aggregate principal amount and series and maturity, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. This Bond may, upon surrender thereof at the principal corporate trust office of the Trustee, and upon payment of any charges which the Trustee may make, be exchanged for an equal aggregate principal amount of Bonds of the same tenor, series, maturity and interest rate in such other authorized denomination or denominations as shall be requested by the owner hereof. The Authority and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes. The Trustee shall not be required to register the transfer of, or exchange, any Bonds called for redemption or any Bonds during the period of 15 days next preceding any selection of Bonds to be redeemed.

This Bond is being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Cede & Co, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository participants, beneficial ownership Bonds in Authorized Denominations being evidenced in the records of such Securities Depository participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Securities Depository participants pursuant to rules and procedures established by the Securities Depository and its Securities Depository participants.

IN WITNESS WHEREOF, SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its President (or Vice President) and its seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of its Secretary (or an Assistant Secretary), as of the date of authentication hereof.

**SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY**

By: _____
President

[Authority Seal]

Attest: _____
Assistant Secretary

[FORM OF TRUSTEE’S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds delivered pursuant to the within mentioned Indenture.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

Dated: _____, 2025

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or type the name and address of Assignee and social security or other identifying number) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Notice: This signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

Signature must be guaranteed by an eligible guarantor institution.

SCHEDULE I

U.S. Treasury Securities – State and Local Government Series
Invested in 2025-1 Capitalized Interest Account

[]

[SCHEDULE II

U.S. Treasury Securities – State and Local Government Series
Invested in 2023-1 and 2023-1A Supplemental Capitalized Interest Account]

[]

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

\$ _____
**Southern Transmission System Renewal Project, Revenue Bonds, 2025-1
(Fixed Rate Bonds)**

\$ _____
**Southern Transmission System Renewal Project, Revenue Bonds, 2025-2
(Fixed Tender Bonds – Term Rate Mode)**

PURCHASE CONTRACT

[June 4, 2025]

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY
1160 Nicole Court
Glendora, California 91740
Attention: Executive Director

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC, as representative (the “Representative”) of itself, and PNC Capital Markets, LLC, Barclays Capital Inc., J.P. Morgan Securities LLC, BofA Securities Inc., TD Securities (USA) LLC and Wells Fargo Bank, National Association (the “Underwriters”), offers to enter into the following agreement (this “Purchase Contract”) with Southern California Public Power Authority (“SCPPA”) which, upon SCPPA’s acceptance of this offer, will be binding upon SCPPA and upon the Underwriters. This offer is made subject to SCPPA’s written acceptance hereof on or before 5:00 P.M., Los Angeles time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice (by facsimile transmission or otherwise) delivered to SCPPA by the Representative at any time prior to the acceptance hereof by SCPPA. Terms used herein and not defined shall have the respective meanings assigned to them in the Official Statement (as defined in Section 3). The Representative represents that it has been duly authorized by the other Underwriters to act hereunder on their behalf and shall have full authority to take such action as it may deem advisable in respect of all matters pertaining to this Purchase Contract and that the Representative has been duly authorized to execute this Purchase Contract. Any action taken under this Purchase Contract by the Representative will be binding upon all the Underwriters.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from SCPPA, and SCPPA hereby agrees to sell and deliver to the Underwriters, \$ _____ aggregate principal amount of Southern California Public Power Authority, Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed Rate Bonds) (the “2025-1 Bonds”) and \$ _____ aggregate principal amount of Southern California Public Power Authority, Southern Transmission System Renewal Project, Revenue Bonds, 2025-1(Fixed Tender Bonds – Term Rate Mode) (the “2025-2 Bonds” and, together with the 2025-1 Bonds, the “Bonds”). The Bonds shall be dated their date of delivery and shall mature

on July 1 of the years and in the principal amounts and bear interest at the rates (payable on January 1 and July 1 in each year, commencing January 1, 2026), as set forth on Schedule I hereto and shall subject to redemption prior to their maturity, if applicable, as shown on Schedule II hereto. The purchase price for the 2025-1 Bonds shall be \$_____ (representing the \$_____ par amount of the 2025-1 Bonds, plus original issue premium of \$_____, and less Underwriters' discount of \$_____). The purchase price for the 2025-2 Bonds shall be \$_____ (representing the \$_____ par amount of the 2025-2 Bonds, less Underwriters' discount of \$_____).

2. The Bonds. The Bonds shall be issued and secured pursuant to, the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "Act"), and, as described in, that certain Indenture of Trust, dated as of April 1, 2023 (the "Indenture of Trust"), from SCPPA to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as previously supplemented and as supplemented by a Fourth Supplemental Indenture of Trust, dated as of March 1, 2025 (the "Fourth Supplemental Indenture") and Fifth Supplemental Indenture of Trust, dated as of March 1, 2025 (the "Fifth Supplemental Indenture"), each relating to the Bonds, each from SCPPA to the Trustee (the Indenture of Trust as supplemented being hereinafter referred to as the "Indenture"). The Bonds shall be payable from the Revenues (as defined in the Indenture) and certain other funds, as provided in the Indenture, and shall be as described in the Official Statement. SCPPA shall provide annual updates of certain financial information and operating data contained or incorporated by reference in the Official Statement and notice of certain specified events with respect to the Bonds pursuant to that certain Continuing Disclosure Resolution relating to the Bonds (the "Disclosure Resolution") adopted by SCPPA's Board of Directors on _____, 2025, to be effective upon the delivery of the Bonds.

The Bonds are being issued to: (i) provide money to fund payments-in-aid of construction made to Intermountain Power Agency, a political subdivision of the State of Utah ("IPA"), for application to a portion of the costs of the Southern Transmission System Renewal Project, (ii) fund capitalized interest for the Bonds and (iii) pay costs of issuance relating to the Bonds.

3. Delivery of Official Statement. SCPPA has heretofore delivered to the Underwriters a Preliminary Official Statement, dated [May 27, 2025], relating to the Bonds (the "Preliminary Official Statement"), that SCPPA has deemed final as of its date in accordance with paragraph (b)(1) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). SCPPA shall deliver or cause to be delivered to the Underwriters, within seven (7) business days from the date hereof and, in any event, in sufficient time to accompany any customer confirmations requesting payment, copies of an official statement, dated the date hereof, relating to the Bonds executed on behalf of and approved for distribution by SCPPA in the form of the Preliminary Official Statement, as amended to conform to the terms of this Purchase Contract and to reflect the reoffering terms of the Bonds, and with such other changes as shall have been consented to by SCPPA and acceptable to the Representative (the "Official Statement"). SCPPA shall deliver the Official Statement in such quantities as the Underwriters may request in order to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). SCPPA shall also prepare and provide or cause to be provided to the Underwriters no later than one (1) business day prior to the Closing Date (as defined in Section 7) an electronic copy of the Official Statement,

including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 to enable the Underwriters to comply with MSRB Rule G-32. The Representative agrees to deliver a copy of the Official Statement to the MSRB in accordance and to otherwise comply with all applicable MSRB rules.

4. Public Offering; Determination of Issue Price.

(a) It shall be a condition to SCPPA's obligation to sell and deliver the Bonds to the Underwriters, and it shall be a condition to the Underwriters' obligation to purchase, to accept delivery of and to pay for the Bonds that the entire aggregate principal amount of the Bonds shall be issued, sold, and delivered by SCPPA and purchased, accepted, and paid for by the Underwriters on the Closing Date. The Underwriters agree to make a bona fide public offering of all of the Bonds at prices not in excess of the initial, respective public offering prices or at yields not lower than the initial, respective yields shown or derived from information shown on the inside cover of the Official Statement. Except as set forth in subsection (d) below, the Underwriters reserve the right to change such initial offering prices after such offering as they shall deem necessary in connection with the marketing of the Bonds.

(b) The Underwriters agree to assist SCPPA in establishing the issue price of the Bonds and shall execute and deliver to SCPPA at Closing an issue price certificate or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form or forms, as applicable, attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, SCPPA, and Nixon Peabody LLP, Special Tax Counsel to SCPPA, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by SCPPA under this section to establish the issue price of the Bonds may be taken on behalf of SCPPA by SCPPA's municipal advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), and any notice or report to be provided to SCPPA may be provided to the Municipal Advisor.

(c) Except for the Hold the Price Maturities described in subsection (d) below and Schedule I attached hereto, SCPPA will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. For purposes of this Section 4, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds. Schedule I attached hereto sets forth, as of the date of this Purchase Contract, the maturities of the Bonds for which the 10% test has been satisfied (the "10% Test Maturities") and the price or prices at which the Underwriters have sold such 10% Test Maturities to the public.

(d) With respect to the maturities of the Bonds that are not 10% Test Maturities, if any, as described in Schedule I attached hereto (the "Hold the Price Maturities"), the Representative confirms that the Underwriters have offered such maturities of the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth on Schedule I attached hereto. SCPPA and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply to the Hold the Price Maturities, which will allow SCPPA to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold the offering price rule"). So long as the hold the offering price rule remains

applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell any portion of such maturity of the Hold the Price Maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Hold the Price Maturities to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise SCPPA promptly after the close of the 5th business day after the sale date whether the Underwriters have sold 10% of that maturity of the Hold the Price Maturities to the public at a price that is no higher than the initial offering price to the public.

(e) The Representative confirms that:

(1) any agreement among underwriters, any selling group agreement and each third party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker dealer that is a party to such third party distribution agreement, as applicable, to:

(A) (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and (ii) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires;

(B) promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker dealer is a sale to the public; and

(2) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker dealer that is a party to such third party distribution agreement to

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either

the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public; and

(B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires

(f) SCPPA acknowledges that, in making the representations set forth in this Section 4, the Representative will rely on:

(1) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold the offering price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires,

(2) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold the offering price rule, as set forth in a selling group agreement and the related pricing wires, and

(3) in the event that an Underwriter or a dealer who is a member of the selling group is a party to a third party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold the offering price rule, if applicable to the Bonds, as set forth in the third party distribution agreement and the related pricing wires.

(g) SCPPA further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold the offering price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker dealer that is a party to a third party distribution agreement, to comply with its corresponding agreement.

(h) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term as defined below) shall not constitute sales to the public for purposes of this Section 4.

(i) Further, for purposes of this Section 4:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” (when used with a lower case “u”) means:

(i) any person that agrees pursuant to a written contract with SCPPA (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and

(ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

5. Use and Preparation of Documents. SCPPA hereby authorizes the use (including in designated electronic format as permitted by applicable MSRB rules) by the Underwriters of the Official Statement (including any supplements or amendments thereto) and, subject to any restrictions on the disclosure of their contents contained therein, the Basic Documents (as defined in Section 6(b) hereof), and the information therein contained, in connection with the public offering and sale of the Bonds. SCPPA hereby ratifies and approves the use (including electronic delivery) by the Underwriters prior to the date hereof of the Preliminary Official Statement and the forms of the Indenture and the Renewal Transmission Service Contracts (as defined in Section 6(b) hereof) in connection with the public offering of the Bonds.

6. Representations, Warranties and Agreements. SCPPA hereby represents, warrants and agrees as follows:

(a) SCPPA is an entity duly organized and validly existing pursuant to the Act and that certain Southern California Public Power Authority Joint Powers Agreement, dated as of November 1, 1980, as amended (the “SCPPA Organization Agreement”), among the parties therein named (hereinafter referred to as the “Members”), and the SCPPA Organization Agreement has been duly authorized, executed and delivered by each of the Members in accordance with the Act and other applicable provisions of the Constitution and laws of the State of California and the city charters or other applicable instruments or statutes of or pertaining to the Members;

(b) SCPPA has full legal right, power and authority (i) to enter into this Purchase Contract and to issue, sell and deliver the Bonds to the Underwriters as provided herein; (ii) to carry out and consummate the transactions contemplated by the Indenture, this Purchase Contract,

the Disclosure Resolution and the Official Statement; and (iii) to carry out and consummate the transactions contemplated by the Southern Transmission System Agreement, dated as of May 1, 1983, as amended by the First Amendment to the Southern Transmission System Agreement, dated as of November 1, 2008, and as further amended by the Second Amendment to Southern Transmission System Agreement, dated as of March 1, 2023, each between IPA and SCPPA (as so amended, the “Existing Southern Transmission System Agreement”), the Renewal Southern Transmission System Agreement, dated March 1, 2023 (the “Renewal Southern Transmission System Agreement”), between IPA and SCPPA, the Renewal Agreements for the Acquisition of Capacity, dated as of March 1, 2023 (collectively, the “Renewal Capacity Acquisition Agreements”), by and between SCPPA and each of the Department of Water and Power of The City of Los Angeles (“LADWP”) and the California cities of Burbank and Glendale (which, together with LADWP, are hereinafter collectively referred to as the “Project Participants”), the Renewal Transmission Service Contracts, dated as of March 1, 2023 (the “Renewal Transmission Service Contracts”), by and between SCPPA and each of the Project Participants), and the Renewal Agency Agreement, dated as of March 1, 2023 (the “Renewal Agency Agreement”), by and between SCPPA and LADWP (the Existing Southern Transmission System Agreement, the Renewal Southern Transmission System Agreement, the Renewal Capacity Acquisition Agreements, the Renewal Transmission Service Contracts, the Renewal Agency Agreement and the Indenture being herein collectively referred to as the “Basic Documents”); the Basic Documents have all been duly authorized by all necessary action on the part of SCPPA, and, except for those of the Basic Documents which by their terms become effective only upon the consummation of the transactions contemplated under this Purchase Contract, are in full force and effect; SCPPA has complied, or will on the Closing Date be in compliance in all material respects, with the terms of the Act, the SCPPA Organization Agreement and the Basic Documents and with the obligations in connection with the issuance of the Bonds on its part contained in the Bonds and this Purchase Contract; the Basic Documents and this Purchase Contract constitute the legal, valid and binding agreements or obligations of SCPPA, and in the case of the Renewal Capacity Acquisition Agreements, the Renewal Transmission Service Contracts, the Power Sales Contracts, dated as of August 6, 1980, as amended, including as amended by the Second Amendatory Power Sales Contract, dated as of December 8, 2015 (as so amended, the “IPP Existing Power Sales Contracts”), by and between each of LADWP and the California cities of Anaheim, Burbank, Glendale, Pasadena and Riverside (collectively, the “Original Transmission Service Purchasers”) and IPA, and the Renewal Power Sales Contracts, dated as of January 16, 2017, as amended (the “IPP Renewal Power Sales Contracts”), by and between each of the Project Participants and IPA, constitute the legal, valid and binding agreements of the respective Original Transmission Service Purchasers or Project Participants party thereto (as applicable), enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally and by limitations on legal remedies against public agencies in the State of California; and payments by each of the Original Transmission Service Purchasers under its IPP Existing Power Sales Contract constituting Interim Revenues (as defined in the Indenture), and by each of the Project Participants under its Renewal Transmission Service Contract will constitute an operating expense of the electric utility system of such entity;

(c) By all necessary official action, SCPPA has duly adopted the Disclosure Resolution, has duly authorized the execution and delivery of the Indenture, has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official

Statement to be distributed in connection with the offering, sale and distribution of the Bonds and has duly authorized and approved (i) the execution and delivery of the Bonds, this Purchase Contract and the Basic Documents, (ii) the performance by SCPPA of the obligations in connection with the issuance of the Bonds on its part contained in the Bonds, this Purchase Contract and the Basic Documents, and (iii) the consummation by it of all other transactions contemplated by this Purchase Contract and the Basic Documents in connection with the issuance of the Bonds; the Bonds, when issued and delivered to the Underwriters in accordance with the Indenture and this Purchase Contract, will constitute legal, valid and binding obligations of SCPPA, enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by limitations on legal remedies against public agencies in the State of California;

(d) SCPPA is not, and will not be, in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the United States or any state thereof or any agency or instrumentality of either or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, any of the Basic Documents) or other instrument to which SCPPA is a party or to which SCPPA or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument, in any case where such breach or default would materially adversely affect (i) the marketability of the Bonds or the market prices thereof, or (ii) SCPPA or its ability to perform its obligations under this Purchase Contract and the Basic Documents; the execution and delivery of the Bonds, this Purchase Contract and the Basic Documents, and compliance with the provisions on SCPPA's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which SCPPA is a party or to which SCPPA or any of its property or assets is otherwise subject, the result of which would materially adversely affect SCPPA's ability to meet its obligations under the Bonds, this Purchase Contract or the Basic Documents or the validity or enforceability thereof, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of SCPPA or under the terms of any such law, provision, regulation or instrument, except as provided by the Bonds, the Indenture and the other Basic Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, SCPPA of its obligations in connection with the issuance of the Bonds under this Purchase Contract or under the Indenture have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; and, except as described in or contemplated by the Preliminary Official Statement and the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute

a condition precedent to or the absence of which would materially adversely affect the due performance by, SCPPA of its respective obligations under this Purchase Contract and the Basic Documents have been duly obtained, except those which need not be obtained until a future date;

(f) The Bonds when issued will conform to the descriptions thereof contained in the Preliminary Official Statement (except for the omission of certain information permitted to be omitted therefrom in accordance with Rule 15c2-12) and the Official Statement under the captions “INTRODUCTION,” “DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED RATE BONDS,” “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS,” “CHANGE IN MODE OR CONVERSION OF THE FIXED TENDER BONDS,” and “SPECIAL CONSIDERATIONS RELATING TO THE FIXED TENDER BONDS”; the Indenture, when executed, will conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED RATE BONDS,” “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS,” “CHANGE IN MODE OR CONVERSION OF THE FIXED TENDER BONDS,” “SPECIAL CONSIDERATIONS RELATING TO THE FIXED TENDER BONDS” and “SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS” and contained in APPENDIX C thereto; the Renewal Transmission Service Contracts will conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and contained in APPENDIX C thereto; the Existing Southern Transmission System Agreement, the Renewal Southern Transmission System Agreement, the Renewal Capacity Acquisition Agreements and the IPP Existing Power Sales Contracts conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and contained in APPENDIX C thereto; the IPP Renewal Power Sales Contracts conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION” and contained in APPENDIX C thereto; the SCPPA Organization Agreement conforms to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION” and “SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY”; and the Renewal Agency Agreement conforms to the description thereof contained in the Preliminary Official Statement and the Official Statement under the caption “SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY” and contained in Appendix C thereto;

(g) The Bonds, when issued, authenticated and delivered in accordance with the Indenture and sold to the Underwriters as provided herein, will be validly issued and outstanding obligations of SCPPA, entitled to the benefits of the Indenture; and upon such issuance and delivery, the Indenture will provide, for the benefit of the owners from time to time of the Bonds, the legally valid and binding pledge and lien and security interest it purports to create;

(h) Between the date of this Purchase Contract and the Closing Date, SCPPA will not, without the prior written consent of the Representative, offer or issue any notes, bonds or other obligations for borrowed money, or incur any material liabilities, direct or contingent, with respect to the Southern Transmission System Renewal Project, except in the course of normal business operations of SCPPA or except for refinancings for savings on outstanding bonds or except for

such borrowings as may be described in or contemplated by the Official Statement or otherwise disclosed in writing to the Representative, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of SCPPA;

(i) As of the date hereof, except for the litigation (A) described or referred to in the Preliminary Official Statement and the Official Statement under the caption “LITIGATION,” and the subcaption “Litigation” under the caption “The Department of Water and Power of the City of Los Angeles” contained in APPENDIX A thereto, or (B) otherwise disclosed in writing to the Representative on or before the date of this Purchase Contract, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending or, to the knowledge of the officer of SCPPA executing this Purchase Contract, threatened against SCPPA (nor to the best knowledge of such officer is there any such action, suit, proceeding, inquiry or investigation pending or threatened against any Project Participant or Original Transmission Service Purchaser), affecting the existence of SCPPA or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the revenues of SCPPA pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and lien on the Revenues or other funds and accounts to be established pursuant to the Indenture, or contesting or affecting as to SCPPA the validity or enforceability of the Act, the SCPPA Organization Agreement, the Bonds, this Purchase Contract or any Basic Document or the IPP Existing Power Sales Contracts or IPP Renewal Power Sales Contracts, or contesting the tax-exempt status of interest on the Bonds for federal or State of California income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of SCPPA or any authority for the issuance of the Bonds or the execution and delivery or adoption, as applicable, by SCPPA of this Purchase Contract or any Basic Document, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby, or which would result in a material adverse change in the financial condition of SCPPA or which would materially adversely affect the transmission capacity of the Southern Transmission System or the acquisition and construction of the Southern Transmission System Renewal Project; nor, to the best knowledge of SCPPA, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Act or the performance by SCPPA of the SCPPA Organization Agreement or the authorization, execution, delivery or performance by SCPPA of the Bonds, any Basic Document or this Purchase Contract;

(j) SCPPA will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate, and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that SCPPA shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;

(k) As of its date and at the time of SCPPA’s acceptance hereof, the Preliminary Official Statement (as supplemented and amended, if applicable) was and is true, complete, correct

and final in all material respects, except for the omission of certain information permitted to be omitted therefrom in accordance with Rule 15c2-12, and did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(l) At the time of delivery thereof to the Underwriters and (unless an event occurs of the nature described in paragraph (n) of this Section 6) at all times subsequent thereto to and including the Closing Date, the Official Statement will be true, complete, correct and final in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(m) If the Official Statement is supplemented or amended pursuant to paragraph (n) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(n) If between the date of this Purchase Contract and that date which is 25 days after the end of the underwriting period (as determined in accordance with Section 15 hereof) any event shall occur or be discovered by SCPPA affecting SCPPA, the Revenues pledged or to be pledged to pay the principal of and interest on the Bonds or the Project Participants which might adversely affect the marketability of the Bonds or the market prices thereof, or which might cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, SCPPA shall notify the Representative thereof (and shall provide to the Representative such information concerning such event as the Representative may reasonably request) and, if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, SCPPA will at its expense prepare and furnish to the Underwriters a reasonable number of copies of such supplement to, or amendment of, the Official Statement, in a form and in a manner approved by the Representative;

(o) The charges to be made by SCPPA for transmission service sold to the Project Participants under the Renewal Transmission Service Contracts are not subject to regulation by any authority of the State of California or the United States;

(p) Interest on the Bonds will be exempt from California personal income taxation under existing statutes, regulations, rulings and court decisions, and the federal income tax treatment of interest on the Bonds will be as described in the form of opinion of Special Tax Counsel included in the Official Statement as Appendix F thereto;

(q) SCPPA will apply the proceeds from the sale of the Bonds for the purposes specified in the Official Statement;

(r) Except as disclosed in the Preliminary Official Statement and the Official Statement, SCPPA has not failed during the previous five years to comply in any material respect with any previous undertakings in any written continuing disclosure contract or agreement under Rule 15c2-12; and

(s) Any certificate signed by an official of SCPPA authorized to do so in connection with the transactions described in this Purchase Contract and delivered pursuant to Section 8(e) shall be deemed a representation by SCPPA to the Underwriters as to the statements made therein.

7. Closing. At 8:00 a.m., Los Angeles time, on [June 18, 2025] or at such earlier or later time or date as shall be mutually agreed upon by SCPPA and the Representative (such time and date being herein referred to as the “Closing Date”), SCPPA will, subject to the terms and conditions hereof, sell and deliver the Bonds to or for the account of the Underwriters in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by federal funds wire or certified or official bank check or checks in federal funds immediately available in Los Angeles, California to the order of SCPPA. Sale, delivery and payment as aforesaid shall be made at the offices of Norton Rose Fulbright US LLP, 555 South Flower Street, 41st Floor, Los Angeles, California, or such other place as shall have been mutually agreed upon by SCPPA and the Representative, except that the Bonds shall be delivered through the facilities of The Depository Trust Company (“DTC”) in New York, New York, or at such other place as shall have been mutually agreed upon by SCPPA and the Representative, in fully registered, book-entry eligible form (which may be typewritten) and registered in the name of Cede & Co. as nominee of DTC.

8. Closing Conditions. The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of SCPPA contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered pursuant hereto on or prior to the Closing Date and upon the performance by SCPPA of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by SCPPA of its obligations to be performed hereunder and under such documents and instruments on or prior to the Closing Date, and shall also be subject to the following additional conditions:

(a) The representations and warranties of SCPPA contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) As of the Closing Date, the SCPPA Organization Agreement, each of the Basic Documents, the IPP Existing Power Sales Contracts and the IPP Renewal Power Sales Contracts shall be in full force and effect in accordance with their respective terms and, shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative;

(c) As of the Closing Date, all necessary official action of SCPPA and of the other parties thereto relating to this Purchase Contract, the SCPPA Organization Agreement and the

Basic Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect, except in any such case as may have been agreed to by the Representative;

(d) As of the Closing Date, there shall not have occurred any change in or affecting particularly SCPPA or the Project Participants, the Bonds, the Revenues, the status of construction, required permits, licenses or approvals relating to the Southern Transmission System Renewal Project, or arrangements for financing for the Southern Transmission System Renewal Project by SCPPA, as the foregoing matters are described in the Official Statement, which in the opinion of the Representative materially impairs the investment quality or marketability of the Bonds;

(e) On or prior to the Closing Date, the Representative, on behalf of the Underwriters, shall have received a copy of each of the following documents:

(1) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of SCPPA by its President, Vice President or Executive Director;

(2) A copy of each of the Basic Documents as executed by the parties thereto;

(3) The approving legal opinion, dated the Closing Date and addressed to SCPPA, of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel to SCPPA, substantially in the form included in the Official Statement as Appendix E thereto;

(4) The opinion, dated the Closing Date and addressed to SCPPA, of Nixon Peabody LLP, Los Angeles, California, Special Tax Counsel to SCPPA, substantially in the form included in the Official Statement as Appendix F thereto;

(5) An opinion, dated the Closing Date and addressed to the Underwriters, of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel and Disclosure Counsel to SCPPA, substantially in the form attached hereto as Exhibit A;

(6) An opinion, dated the Closing Date and addressed to the Underwriters, of Nixon Peabody LLP, Los Angeles, California, Special Tax Counsel to SCPPA, substantially in the form attached hereto as Exhibit F.

(7) An opinion, dated the Closing Date and addressed to the Underwriters, of General Counsel to SCPPA, substantially in the form attached hereto as Exhibit B;

(8) A certificate, dated the Closing Date, signed by the President, Vice President or Executive Director of SCPPA, substantially in the form attached hereto as Exhibit C (but in lieu of or in conjunction with paragraph 2 of such certificate the Representative may, in its sole discretion, accept certificates or opinions of Norton Rose Fulbright US LLP, Los Angeles, California, or of other counsel acceptable to the Representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit);

(9) Certificates, dated the Closing Date, signed by an authorized representative of each of the Department and the Cities of Burbank and Glendale, with respect to certain matters, including with respect to the Department, the information pertaining to it contained in the Preliminary Official Statement and the Official Statement, such certificate of the Department being substantially in the form attached hereto as Exhibit D-1 and the certificates of each of the Cities of Burbank and Glendale being substantially in the form attached hereto as Exhibit D-2;

(10) An opinion, dated the Closing Date and addressed to the Underwriters, of Hawkins Delafield & Wood LLP, counsel for the Underwriters, to the effect that (i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended, (ii) based upon the participation of such firm in the preparation of the Preliminary Official Statement and the Official Statement, as the case may be, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nothing has come to the attention of the attorneys in such firm rendering legal services in connection with such representation that caused them to believe that the Preliminary Official Statement, as of its date and as of [June 4, 2025], or the Official Statement, as of its date and as of the Closing Date (excluding the financial statements or other financial or statistical data or forecasts and the information concerning DTC and the book-entry only system, the discussions of permits, licenses and approvals required for the construction and operation of Intermountain Power Project, including the Southern Transmission System Renewal Project, or the other activities or projects of SCPPA or other projects of the Project Participants, and the status of each, the description of any litigation, the financial and statistical information with respect to the Project Participants contained in the Preliminary Official Statement and the Official Statement, and Appendices A as to information relating to any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion expressed or set forth therein and B through G thereto, as to all of which no opinion is expressed), contained or contains an untrue statement of material fact or omitted or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (iii) assuming the due authorization and adoption of the Disclosure Resolution by SCPPA and the enforceability thereof, the Disclosure Resolution satisfies clause (b)(5)(i) of Rule 15c2-12 of the Securities Exchange Act, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide annual updates of certain Official Statement information and certain event notices to the MSRB at the times and in the manner required by such Rule;

(11) A transcript of all proceedings relating to the authorization and issuance of the Bonds certified by the Secretary or an Assistant Secretary of SCPPA, including the Disclosure Resolution;

(12) An opinion of counsel to each of the Project Participants, dated the Closing Date and addressed to SCPPA and the Underwriters, in substantially the form attached as Exhibit B to the Renewal Transmission Service Contacts, and including, among other

things, the opinion of such counsel to the effect that the IPP Renewal Power Sales Contract, the Renewal Capacity Acquisition Agreement and the Renewal Transmission Service Contract executed by such Project Participant have been duly authorized, executed and delivered and constitute the legal, valid and binding obligation of such Project Participant, enforceable against such Project Participant in accordance with their respective terms;

(13) A letter from counsel to each of the Original Transmission Service Purchasers, dated the Closing Date and addressed to SCPPA and the Underwriters, confirming as of the Closing Date, and entitling the Underwriters to rely upon, the conclusions contained in the opinions of such counsel to the effect that the IPP Existing Power Sales Contract executed by such Original Transmission Service Purchaser has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of such Original Transmission Service Purchaser, enforceable against such Original Transmission Service Purchaser in accordance with its terms;

(14) An opinion, dated the Closing Date and addressed to SCPPA and the Underwriters, of counsel to the Trustee, in form and substance acceptable to SCPPA and the Representative, to the effect that the Trustee is duly authorized to execute, deliver and perform its obligations under the Indenture, and that the same is valid, binding and enforceable against the Trustee in accordance with its terms; and

(15) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of SCPPA's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by SCPPA on or prior to the Closing Date of all the agreements then to be performed and conditions then to be satisfied by it; and

(f) [The Bonds shall have been rated at least "Aa2" and "AA-" by Moody's Investors Service, Inc. and Fitch Ratings, Inc., respectively, and neither such rating shall have been suspended, revoked or downgraded.]

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative; provided, however, the opinions and certificates referred to in subparagraphs (3), (4), (5), (6), (7), (8) and (9) of paragraph (e) of this Section, inclusive, shall be deemed satisfactory provided they are substantially in the respective forms attached as an appendix to the Official Statement or as exhibits to this Purchase Contract, as applicable.

If SCPPA shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor SCPPA shall be under any further obligation

hereunder, except that the respective obligations of SCPPA and the Underwriters set forth in Sections 10 and 12 hereof shall continue in full force and effect.

9. Termination. The Underwriters shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by the Representative notifying SCPPA of their election to do so if, after the execution hereof and prior to the Closing Date:

(i) an event or circumstance shall occur or be discovered which makes untrue or incorrect in any material respect, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein in the light of the circumstances under which they were made not misleading in any material respect and, in either such event, (a) SCPPA refuses to permit the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Representative or (b) the effect of the Official Statement as so supplemented is, in the reasonable judgment of the Representative, to materially adversely affect the market prices or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(ii) legislation shall be enacted by the State of California or by the United States, recommended to the legislature of the State of California by the Governor or to the Congress for passage by the President of the United States, or favorably reported for passage to either house of the legislature of the State of California or either house of the Congress by any committee of any such house to which such legislation has been referred for consideration, or a decision shall be rendered by any court of the State of California or the United States of competent jurisdiction, or a ruling or regulation (final, temporary or proposed) shall be issued on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States, affecting the tax-exempt status of SCPPA or the interest on its bonds or its notes (including the Bonds) for federal or State of California income tax purposes which, in the reasonable judgment of the Representative, materially adversely affects the market prices or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(iii) any action shall have been taken by (a) the Securities and Exchange Commission or by a court of competent jurisdiction which would require registration of the Bonds under the Securities Act of 1933, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Bonds or the effect of which is that the issuance, offering or sale of the Bonds as contemplated would be in violation of the federal securities laws as amended and in effect; or (b) any court or by any governmental authority suspending the offering or sale of the Bonds or the use of the Official Statement or any amendment or supplement thereto; or

(iv) there shall have been (1) a declaration of war or engagement in or escalation of military hostilities by the United States or any act of terrorism or (2) any other calamity or crisis (or material escalation in any calamity or crisis), which in the reasonable judgment

of the Representative, materially adversely affects the market prices or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(v) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or California or a material disruption in commercial banking or securities settlement or clearance services or payment services shall have occurred which, in the reasonable judgment of the Representative, materially adversely affects the market prices or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have (a) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (b) materially increased restrictions now in force with respect to the charge to the net capital requirements of Underwriters or broker dealers which, in the reasonable judgment of the Representative, materially adversely affects the market prices or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(vii) there shall have been a downgrading, suspension or withdrawal of the rating on the Bonds, or the rating on the Bonds shall have been placed on “credit watch” or “negative outlook” or similar qualification.

10. Expenses. (a) The Underwriters shall be under no obligation to pay, and SCPPA shall pay, any expenses incident to the performance of SCPPA’s obligations hereunder including, but not limited to: (i) the cost of preparation and printing of the Indenture, the Preliminary Official Statement and the Official Statement and any supplements or amendments thereto; (ii) the cost of preparation and printing of the Bonds; (iii) the fees and disbursements of Norton Rose Fulbright US LLP, Bond Counsel to SCPPA, Nixon Peabody LLP, Special Tax Counsel to SCPPA, and the fees and expenses of counsel to SCPPA; (iv) the fees and disbursements, if any, of the Trustee; (v) the fees and disbursements of PFM Financial Advisors LLC for its services as financial advisor to SCPPA with regards to the Southern Transmission System Renewal Project; (vi) the fees and disbursements of any engineers, accountants and other experts, consultants or advisers retained by SCPPA or providing letters, opinions or reports to SCPPA or the Underwriters pursuant to this Purchase Contract; (vii) fees for bond ratings; (viii) the cost of preparation and printing of this Purchase Contract and the Blue Sky Memorandum; (ix) all advertising expenses and Blue Sky filing fees in connection with the public offering of the Bonds; (x) any expenses for air travel, hotel costs, meals and transportation for SCPPA employees in connection with the pricing of the Bonds, any investor meetings, any rating agency trips and the Closing; and (xi) any other miscellaneous Closing costs. SCPPA acknowledges that it has had an opportunity, in consultation with such

advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(b) SCPPA has agreed to pay the Underwriters' discount set forth in Section 1 of this Purchase Contract, and inclusive in the expense component of the Underwriters' discount are expenses incurred or paid for by the Underwriters on behalf of SCPPA in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to, advertising expenses, fees and expenses of Underwriters' Counsel, the costs of any Preliminary and Final Blue Sky Memoranda, fees payable to the California Debt and Investment Advisory Commission, CUSIP Global Services and DTC in connection with the issuance of the Bonds, and transportation, lodging, and meals for SCPPA's employees and representatives in connection with the sale and issuance of the Bonds.

SCPPA and the Representative acknowledge that expenses included in the expense component of the Underwriters' discount are based upon estimates. SCPPA and the Representative agree that in the event the aggregate estimated expenses exceed the aggregate actual expenses incurred by the Representative in an amount equal to or greater than \$1,000 (the "Reimbursement Threshold"), the Representative shall reimburse to SCPPA the aggregate amount of expenses equal to or greater than the Reimbursement Threshold. For the avoidance of doubt, SCPPA acknowledges and agrees that in the event the aggregate estimated expenses exceed the aggregate actual expenses incurred by the Representative in an amount less than the Reimbursement Threshold, no reimbursement will be made by the Representative. SCPPA acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(c) Notwithstanding the foregoing, if the Underwriters or SCPPA shall bring an action to enforce any part of this Purchase Contract against the other, each party shall bear its attorneys' fees and costs incurred in connection with such action.

11. Notices. Any notice or other communication to be given to SCPPA under this Purchase Contract may be given by delivering the same in writing at SCPPA's address set forth above, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to the Representative as RBC Capital Markets, LLC, 555 S. Flower Street, Suite 820, Los Angeles, CA 90071, Attention: Greg Dawley.

12. Parties in Interest. This Purchase Contract is made solely for the benefit of SCPPA and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of SCPPA's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract.

13. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance by the President, any Vice President, the Executive Director or the Chief Financial and Administrative Officer of SCPPA and shall be valid and enforceable at the time of such acceptance.

14. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

15. End of Underwriting Period. The term “end of the underwriting period” referred to in Section 6(n) of this Purchase Contract shall mean the later of such time as (i) SCPPA delivers the Bonds to the Underwriters and (ii) the Underwriters does not retain an unsold balance of the Bonds for sale to the public. Unless the Representative gives notice to the contrary, the end of the underwriting period shall be deemed to be the Closing Date. Any notice delivered pursuant to this Section 15 shall be delivered in writing to SCPPA at or prior to the Closing Date, and shall specify a date, other than the Closing Date (or such other date previously specified by notice delivered pursuant to this Section 15), to be deemed the end of the underwriting period. In no event, without the prior agreement of SCPPA, shall the end of the underwriting period be a date more than 30 days after the Closing Date.

16. Counterparts. This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Representation By Counsel; Drafting. The Underwriters and SCPPA each acknowledge that it has been represented by counsel in negotiating and drafting this Purchase Contract. Each provision of this Purchase Contract shall be construed with the recognition that both parties participated in the drafting of the same. Thus, any rule of construction that requires this Purchase Contract to be construed against the drafting party shall not be applicable.

18. Arm’s Length Commercial Transaction. The primary role of the Underwriters is to purchase the Bonds for resale to investors, in an arm’s length commercial transaction between SCPPA and the Underwriters. The Underwriters and SCPPA acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between SCPPA, on the one hand, and the Underwriters, on the other hand, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, each Underwriter is and has been acting solely as a principal and not as a municipal advisor, a financial advisor, or a fiduciary of SCPPA, and may have financial and other interests that differ from those of SCPPA, (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of SCPPA with respect to the offering of the Bonds or the discussions, undertakings and procedures leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has provided or is currently providing services or advice to SCPPA on other matters), (iv) the only obligations the Underwriters have to SCPPA with respect to the transactions contemplated hereby are expressly set forth in this Purchase Contract, and (v) SCPPA and the Underwriters have consulted with their respective legal, financial, accounting, tax and other advisors to the extent they deemed appropriate in connection with the offering of the Bonds. None of the Underwriters is acting as a Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended) in connection with the matters contemplated by this Purchase Contract.

19. Compensation. The Underwriters acknowledge and agree that (1) the compensation received by the Underwriters in connection with this Purchase Contract was determined pursuant to an arm’s length transaction as specified in Section 18 above; (2) no other

compensation received for such services was received from sources other than proceeds of the Bonds; and (3) such compensation only covers services in connection with the issuance of the Bonds and this Purchase Contract.

20. Governing Law. This Purchase Contract shall be construed in accordance with the laws of the State of California. Any action arising hereunder shall be filed and maintained in Los Angeles County, California.

21. Severability. If any provision of this Purchase Contract shall be held to be invalid, illegal or unenforceable in any respect, then such provision shall be deemed severable from the remaining provisions contained in this Purchase Contract and such invalidity, illegality or unenforceability shall not affect any other provision of this Purchase Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

22. Entire Agreement; Amendments. This Purchase Contract constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Purchase Contract shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

Very truly yours,

RBC CAPITAL MARKETS, LLC

PNC Capital Markets, LLC

Barclays Capital Inc.

J.P. Morgan Securities LLC

BofA Securities Inc.

TD Securities (USA) LLC

Wells Fargo Bank, National Association

By: RBC Capital Markets, LLC,
as Representative of the Underwriters

By: _____
Managing Director

Accepted on this [4th day of June, 2025]:

**SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY**

By: _____
Chief Financial and
Administrative Officer

SCHEDULE I

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES
AND PRICES OR YIELD**

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Southern Transmission System Renewal Project, Revenue Bonds, 2025-1
(Fixed Rate Bonds)**

\$_____ Serial Bonds

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price
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\$_____ % Term Bonds due July 1, 20__ – Yield _____%; Price _____

\$_____ % Term Bonds due July 1, 20__ – Yield _____%; Price _____

\$_____ % Term Bonds due July 1, 20__ – Yield _____%; Price _____

^c Price to par call date of July 1, 20__.

* 10% Test Maturities.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
Southern Transmission System Renewal Project, Revenue Bonds, 2025-2
(Fixed Tender Bonds – Term Rate Mode)

CERTAIN TERMS OF THE 2025-2 BONDS

Principal Amount: \$_____

Dated: Date of Delivery

Maturity: July 1, 20__

Price: 100%

Initial Scheduled Mandatory
Tender Date: _____ 1, 20__

Initial Term Rate: _____%

Initial Term Yield: _____%

Initial Call Protection Date: _____ 1, 20__

CUSIP:

* 10% Test Maturities.

SCHEDULE II REDEMPTION PROVISIONS

Optional Redemption. The 2025-1 Bonds maturing on and after July 1, 20__ are subject to redemption prior to maturity, at the option of SCPPA, from any source of available funds, in whole or in part (and, if in part, from such maturities as SCPPA shall direct), on any date on or after July 1, 20__, at a redemption price equal to the principal amount of the 2025-1 Bonds, or portions thereof, to be redeemed, without premium, in each case together with accrued interest to the redemption date.

Mandatory Sinking Fund Redemption. The 2025-1 Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption, on July 1 of each of the years set forth in the following table in the respective redemption amounts set forth opposite such years in said table (together with accrued interest thereon), without premium:

2025-1 Bonds Maturing on July 1, 20__

Redemption Date (July 1)	Redemption Amount
†	\$

† Maturity.

The 2025-1 Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption, on July 1 of each of the years set forth in the following table in the respective redemption amounts set forth opposite such years in said table (together with accrued interest thereon), without premium:

2025-1 Bonds Maturing on July 1, 20__

Redemption Date (July 1)	Redemption Amount
†	\$

† Maturity.

The 2025-1 Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption, on July 1 of each of the years set forth in the following table in the respective redemption amounts set forth opposite such years in said table (together with accrued interest thereon), without premium:

2025-1 Bonds
Maturing on July 1, 20__

Redemption Date (July 1)	Redemption Amount
	\$
†	
† Maturity.	

EXHIBIT A

Opinion to the Underwriters of Bond and Disclosure Counsel

[Letterhead of Norton Rose Fulbright LLP]

[Closing Date]

RBC Capital Markets, LLC
PNC Capital Markets, LLC
Barclays Capital Inc.
J.P. Morgan Securities LLC
BofA Securities Inc.
TD Securities (USA) LLC
Wells Fargo Bank, National Association
c/o RBC Capital Markets, LLC,
as Representative of the Underwriters

Re: Southern California Public Power Authority
Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed
Rate Bonds) and Southern Transmission System Renewal Project, Revenue
Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode)

Ladies and Gentlemen:

This letter is delivered to you, as underwriters, pursuant to Section 8(e)(5) of the Purchase Contract, dated [June 4, 2025] (the “Purchase Contract”), between RBC Capital Markets, LLC, as your Representative, and Southern California Public Power Authority (the “Authority”).

As used herein, the terms “Basic Documents,” “Indenture,” “Preliminary Official Statement,” “Official Statement,” “Renewal Transmission Service Contract,” “Renewal Capacity Acquisition Agreement,” “IPP Existing Power Sales Contracts,” “IPP Renewal Power Sales Contracts,” “Original Transmission Service Purchasers” and “Project Participants,” shall have the respective meanings ascribed thereto in the Purchase Contract.

We deliver herewith a copy of our opinion, dated the date hereof and addressed to the Authority, as to the validity of the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed Rate Bonds), issued in the aggregate principal amount of \$_____ and Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode), issued in the aggregate principal amount of \$_____ (collectively, the “Bonds”). This will confirm that you may rely upon such opinion as if the same were addressed to you. We express no view or opinion as to the validity or binding or enforceable nature of any of the Basic Documents, except as set forth in such opinion.

We are of the opinion that:

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

2. The statements contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED RATE BONDS,” “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS,” “CHANGE IN MODE OR CONVERSION OF THE FIXED TENDER BONDS,” “SPECIAL CONSIDERATIONS RELATING TO THE FIXED TENDER BONDS” and “SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS” and contained in APPENDIX C thereto (excluding the statements under each such caption relating to The Depository Trust Company (“DTC”), Cede & Co. or the book-entry only system, as to all of which we express no view), insofar as the statements contained under such captions purport to summarize certain provisions of the Bonds, the Indenture, the Renewal Transmission Service Contracts, and the other Basic Documents, the IPP Existing Power Sales Contracts and the IPP Renewal Power Sales Contracts, present an accurate summary of such provisions and opinion for the purpose of use in the Preliminary Official Statement and the Official Statement;

3. No order, filing, consent, approval, exemption of or registration with any governmental authority (other than such filings or registration as have been completed or orders, consents, or approvals as have been obtained) is required in connection with the execution and delivery by the Authority of the Bonds, the Indenture, the Renewal Transmission Service Contracts or the other Basic Documents;

4. Under the Constitution and laws of the State of California, each IPP Existing Power Sales Contract, IPP Renewal Power Sales Contract, Renewal Capacity Acquisition Agreement and Renewal Transmission Service Contract constitutes a valid and binding agreement of the Original Transmission Service Purchaser or Project Participant party thereto (as applicable) enforceable in accordance with its terms. In rendering the foregoing opinion, we have made no investigation of, and do not express any opinion with respect to, the following as they may relate to the valid, binding and enforceable nature of such agreements and contracts: (i) the legal existence or formation of any Original Transmission Service Purchaser or Project Participant or the incumbency of any official or officer thereof, (ii) any local or special acts or any ordinance, resolution or other proceedings of any Original Transmission Service Purchaser or Project Participant, including, without limitation, any proceedings relating to the negotiation or authorization of any IPP Existing Power Sales Contract, IPP Renewal Power Sales Contract, Renewal Capacity Acquisition Agreement or Renewal Transmission Service Contract, or the execution, delivery or performance thereof (except that we have examined the respective ordinances and resolutions pursuant to which such agreements and contracts were authorized by the respective Original Transmission Service Purchasers and Project Participants), (iii) any bond resolution, indenture, contract, debt instrument, agreement or other instrument (other than such agreements or contracts) or any governmental order, regulation or rule of or applicable to any Original Transmission Service Purchaser or Project Participant, (iv) any judicial order, judgment or decree in a proceeding to which any Original Transmission Service Purchaser or Project Participant is a party, or (v) any approval, consent, filing,

registration or authorization by or with any regulatory authority or other governmental or public agency, authority or person which may be or has been required for the authorization, execution, delivery or performance by any Original Transmission Service Purchaser or Project Participant of its IPP Existing Power Sales Contract, IPP Renewal Power Sales Contract, Renewal Capacity Acquisition Agreement or Renewal Transmission Service Contract. The Authority has heretofore received, independent from this opinion, opinions with respect to, among other things, the validity and enforceability of the IPP Existing Power Sales Contracts, IPP Renewal Power Sales Contracts, Renewal Capacity Acquisition Agreements and Renewal Transmission Service Contracts rendered by legal counsel to the respective Original Transmission Service Purchasers and Project Participants; and

5. The Purchase Contract has been duly authorized, executed and delivered by the Authority, and assuming due authorization, execution and delivery by the other party thereto, constitutes a legal, valid and binding agreement of the Authority.

The opinions expressed in paragraphs 4 and 5 hereof are qualified to the extent that the enforceability of the IPP Existing Power Sales Contracts, the IPP Renewal Power Sales Contracts, the Renewal Capacity Acquisition Agreements, the Renewal Transmission Service Contracts and the Purchase Contract may be limited by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases or as to the availability of a particular remedy. In addition, the enforceability of the IPP Existing Power Sales Contracts, the IPP Renewal Power Sales Contracts, the Renewal Capacity Acquisition Agreements, the Renewal Transmission Service Contracts and the Purchase Contract is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against public agencies in the State of California. We express no opinion as to any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained in the foregoing documents.

Based upon our participation in the preparation of the Preliminary Official Statement and the Official Statement as Bond Counsel and Disclosure Counsel to SCPA and upon the information made available to us in the course of the foregoing, but without having undertaken to determine or verify independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement (except to the extent expressly set forth in paragraph 2 above), as of the date hereof, nothing has come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Preliminary Official Statement and the Official Statement that causes us to believe that (a) the Preliminary Official Statement, as of its date or as of [June 4, 2025], contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the discussions contained in the Preliminary Official Statement of permits, licenses and approvals required for the construction and operation of the Southern Transmission System Renewal Project (as defined in the Preliminary Official Statement) or other activities of the Authority or other projects of the Authority or the

Project Participants, and the status thereof, the description of any litigation, any information relating to DTC, Cede & Co., the book-entry only system, the financial, statistical and other information with respect to the Project Participants, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein and information in the first paragraph of the cover page, under the caption "TAX MATTERS" and in Appendix F—"PROPOSED FORM OF SPECIAL TAX COUNSEL OPINION," as to all of which we express no view) and except for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, including, but not limited to information as to pricing, yields, interest rates, maturities, amortization, redemption provisions, debt service requirements, underwriters' discount and CUSIP numbers, or (b) the Official Statement, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the discussions contained in the Official Statement of permits, licenses and approvals required for the construction and operation of the Southern Transmission System Renewal Project (as defined in the Official Statement) or other activities of the Authority or other projects of the Authority or the Project Participants, and the status thereof, the description of any litigation, any information relating to DTC, Cede & Co., the book-entry only system, the financial, statistical and other information with respect to the Project Participants, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein and information in the first paragraph of the cover page, under the caption "TAX MATTERS" and in Appendix F—"PROPOSED FORM OF SPECIAL TAX COUNSEL OPINION," as to all of which we express no view).

During the period from the date of the Preliminary Official Statement to the date of this opinion, except for our review of the certificates and opinions regarding the Preliminary Official Statement and the Official Statement delivered on the date hereof, we have not undertaken any procedures or taken any actions which were intended or likely to elicit information concerning the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur, and we have no obligation to update this opinion in light of any such actions or events.

We are furnishing you this letter at the request of the Authority and solely for the information of, and assistance to, you in conducting and documenting your investigation of the affairs of the Authority in connection with the offering of the Bonds and it is not to be used, circulated, quoted or otherwise referred to for any other purpose, including but not limited to the purchase or sale of the Bonds, nor is it to be referred to in whole or in part in the Preliminary Official Statement or the Official Statement or any other document, except that it may be included in, and reference may be made to it in any list of, the closing documents pertaining to the delivery of the Bonds. The provision of this opinion letter to you shall not create any attorney-client relationship between our firm and you. This opinion letter may not be relied upon by any other

person, firm, corporation or other entity without our prior written consent, and we have no obligation to update this opinion.

Very truly yours,

EXHIBIT B

[Opinion to the Underwriters of Counsel to SCPPA]

[Letterhead of Counsel to SCPPA]

[Closing Date]

RBC Capital Markets, LLC
PNC Capital Markets, LLC
Barclays Capital Inc.
J.P. Morgan Securities LLC
BofA Securities Inc.
TD Securities (USA) LLC
Wells Fargo Bank, National Association
c/o RBC Capital Markets, LLC,
as Representative of the Underwriters

Re: Southern California Public Power Authority
Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed
Rate Bonds) and Southern Transmission System Renewal Project, Revenue
Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode)

Ladies and Gentlemen:

I am General Counsel to Southern California Public Power Authority (“SCPPA”), a joint exercise of powers agency organized and existing pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “Act”). This opinion is rendered pursuant to Section 8(e)(7) of the Purchase Contract, dated [June 4, 2025] (the “Purchase Contract”), by and between SCPPA and RBC Capital Markets, LLC, as representative (the “Representative”) of the underwriters named therein (the “Underwriters”) relating to the sale of \$_____ aggregate principal amount of SCPPA’s Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed Rate Bonds) and \$_____ aggregate principal amount of SCPPA’s Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode)(collectively, the “Bonds”).

As used herein the terms “SCPPA Organization Agreement,” “Indenture,” “Basic Documents,” “Renewal Transmission Service Contracts,” “IPP Existing Power Sales Contracts,” “IPP Renewal Power Sales Contracts,” “Renewal Capacity Acquisition Agreements,” “Original Transmission Service Purchasers,” “Project Participants,” “Cede & Co.,” “DTC,” “Preliminary Official Statement,” and “Official Statement,” shall have the respective meanings ascribed thereto in the Purchase Contract.

I am of the opinion that:

1. SCPPA is a joint powers authority duly organized and validly existing under the Act and the SCPPA Organization Agreement, and has full legal right, power and

authority to execute and deliver, and to perform its obligations under, the Basic Documents and the Purchase Contract.

2. Assuming the due authorization, execution and delivery of the SCPPA Organization Agreement by the parties thereto (the “Members”), the SCPPA Organization Agreement constitutes the legal, valid and binding obligation of the Members, enforceable against the Members in accordance with its terms.

3. The Purchase Contract and the Basic Documents have been duly authorized, executed and delivered by SCPPA, and, assuming due authorization, execution and delivery by each of the other respective parties thereto, the Purchase Contract and the Basic Documents constitute the legal, valid and binding obligations of SCPPA, enforceable against SCPPA in accordance with their respective terms.

4. Except as disclosed in the Preliminary Official Statement and the Official Statement, no order, filing, consent, approval, exemption of or registration with any governmental authority (other than such filings or registrations as have been completed or orders, consents or approvals as have been obtained) is required in connection with the execution and delivery by SCPPA of the Bonds, the Basic Documents or the Purchase Contract; provided, however, that no opinion is expressed with respect to qualification of the Bonds for sale under blue sky or other state securities laws.

5. The statements contained in the Preliminary Official Statement and the Official Statement under the caption “SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY” present a fair and accurate description of SCPPA for the purpose of use in the Preliminary Official Statement and the Official Statement, respectively.

6. SCPPA is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which SCPPA is a party or to which SCPPA or any of its property or assets are otherwise subject, the result of which would materially adversely affect SCPPA’s ability to meet its obligations under the Bonds, the Purchase Contract or the Basic Documents or the validity or enforceability thereof, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, the result of which would materially adversely affect SCPPA’s ability to meet its obligations under the Bonds, the Purchase Contract or the Basic Documents or the validity or enforceability thereof.

7. The execution and delivery of the Bonds, the Purchase Contract and the Basic Documents and compliance with the provisions on SCPPA’s part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which SCPPA is a party or to which SCPPA or any of its property or assets are otherwise subject, the result of which would materially adversely affect SCPPA’s ability to meet its obligations under the Bonds,

the Purchase Contract or the Basic Documents or the validity or enforceability thereof, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of SCPPA or under the terms of any such provision, law, regulation, resolution or instrument, except as provided by the Bonds, the Indenture and the other Basic Documents.

8. The charges to be made by SCPPA for transmission service sold to the Project Participants under the Renewal Transmission Service Contracts are not subject to regulation by any authority of the State of California or the United States.

9. As of the date hereof, except as described in the Preliminary Official Statement and the Official Statement under the caption "LITIGATION" or otherwise disclosed in writing to the Representative, to the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against SCPPA affecting the corporate existence of SCPPA or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain, or enjoin the issuance or delivery of the Bonds or the collection of the Revenues of SCPPA pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and lien on the revenues, funds and accounts established pursuant to the Indenture, or contesting or affecting as to SCPPA the validity or enforceability of the Act, the SCPPA Organization Agreement, the Bonds, the Purchase Contract or any Basic Document, or SCPPA's ability to perform its obligations and transactions under the Basic Documents, or contesting the tax-exempt status of interest on the Bonds for federal or State of California income tax purposes or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of SCPPA or any authority for the issuance of the Bonds, or the execution and delivery by SCPPA of the Purchase Contract or any Basic Document, nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Act or the performance by SCPPA of the SCPPA Organization Agreement or the authorization, execution, delivery or performance by SCPPA of the Bonds, any Basic Document or the Purchase Contract.

Based upon my participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for SCPPA and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement (except to the extent expressly set forth in paragraph 5 above), as of the date hereof, nothing has come to my attention which would cause me to believe that: (A) the Preliminary Official Statement, as of its date and as of [June 4, 2025] (as supplemented or amended pursuant to paragraph (n) of Section 6 of the Purchase Contract, if applicable), contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the discussion contained in the Preliminary Official Statement of permits, licenses and approvals required for the construction and operation of the Southern Transmission System Renewal Project (as defined in the Preliminary Official Statement),

or other activities of SPPA or other projects of the Project Participants, and the status of each, any information relating to DTC, Cede & Co. or the book-entry only system, the financial, statistical and other information with respect to the Project Participants and the other financial and statistical data included therein, as to all of which I express no view); or (B) the Official Statement, as of its date and as of the date hereof (as supplemented or amended pursuant to paragraph (n) of Section 6 of the Purchase Contract, if applicable), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the discussion contained in the Official Statement of permits, licenses and approvals required for the construction and operation of the Southern Transmission System Renewal Project (as defined in the Official Statement), or other activities of SPPA or other projects of the Project Participants, and the status of each, any information relating to DTC, Cede & Co. or the book-entry only system, the financial, statistical and other information with respect to the Project Participants and the other financial and statistical data included therein, as to all of which I express no view).

Insofar as the foregoing opinions relate to the legal, valid and binding effect, and the enforceability, of any instrument, such opinions are subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and are subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against public agencies in the State of California. Also, a court may refuse to enforce a provision if it deems that such provision is in violation of public policy.

The opinions expressed herein are based upon the laws and other matters in effect on the date hereof. The opinions expressed are matters of professional judgment and are not a warranty or guarantee of result. I assume no obligation to revise or supplement this opinion letter should any law be changed by legislative action, judicial decision or otherwise, or should any facts or other matters upon which I have relied be changed.

The opinions which are set forth or which are expressed herein are limited to the laws of the State of California and the federal laws of the United States.

The opinions herein are furnished exclusively to the above recipients to whom this opinion letter is addressed. This opinion letter may not be provided to, made available to, or relied upon by any other party.

Respectfully submitted,

Christine Godinez
General Counsel
Southern California Public Power Authority

EXHIBIT C

CERTIFICATE OF SCPPA

I, [____], Executive Director of Southern California Public Power Authority (“SCPPA”), **DO HEREBY CERTIFY** as follows:

1. The representations and warranties of SCPPA contained in the Purchase Contract, dated [June 4, 2025], by and between SCPPA and RBC Capital Markets, LLC, as representative (the “Representative”) of the underwriters named therein (the “Purchase Contract”) with respect to the sale by SCPPA of its Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed Rate Bonds), issued in the aggregate principal amount of \$_____ and Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode), issued in the aggregate principal amount of \$_____ (collectively, the “Bonds”), are true and correct in all material respects on and as of the date hereof as if made on this date.
2. As of the date hereof, except for the litigation (A) described or referred to in the Preliminary Official Statement of SCPPA, dated [May 27, 2025] (the “Preliminary Official Statement”), and in the Official Statement of SCPPA, dated [June 4, 2025] (the “Official Statement”), relating to the Bonds, under the caption “LITIGATION” and the subcaption “Litigation” under the caption “The Department of Water and Power of the City of Los Angeles” contained in APPENDIX A thereto, or (B) otherwise disclosed in writing to the Representative, to the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending or threatened against SCPPA (nor to the best of my knowledge is there any such action, suit, proceeding, inquiry or investigation pending or threatened against any Project Participant or Original Transmission Service Purchaser), affecting the existence of SCPPA or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the revenues of SCPPA pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and lien on the Revenues (as defined in the Indenture) or other funds and accounts to be established pursuant to the Indenture, or contesting or affecting as to SCPPA the validity or enforceability of the Act, the SCPPA Organization Agreement, the Bonds, the Purchase Contract, any Basic Document or the IPP Existing Power Sales Contracts or IPP Renewal Power Sales Contracts, or contesting the tax exempt status of interest on the Bonds for federal or California income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of SCPPA or any authority for the issuance of the Bonds or the execution and delivery or adoption by SCPPA of the Purchase Contract or any Basic Document, or in any way contesting or challenging the consummation of the transactions contemplated thereby, or which might result in a material adverse change in the financial condition of SCPPA or which might materially adversely affect the transmission

capacity of the Southern Transmission System or the acquisition and construction of the Southern Transmission System Renewal Project (as such terms are defined in the Preliminary Official Statement and the Official Statement); nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Act or the performance by SCPPA of the SCPPA Organization Agreement or the authorization, execution, delivery or performance by SCPPA of the Bonds, any Basic Document or the Purchase Contract.

3. To the best of my knowledge, no event affecting SCPPA or the Southern Transmission System Renewal Project has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement.
4. SCPPA has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof pursuant to the Purchase Contract with respect to the issuance of the Bonds.

All capitalized terms used herein which are not otherwise defined shall have the same meanings as in the Purchase Contract.

Dated: [Closing Date]

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**

By: _____
[_____]_____
Executive Director
Southern California Public Power Authority

EXHIBIT D-1

CERTIFICATE OF THE DEPARTMENT OF WATER AND POWER

I, Ann M. Santilli, Chief Financial Officer of the Department of Water and Power of the City of Los Angeles (the “Department”), hereby certify on behalf of the Department as of the date hereof, that:

1. This certificate is furnished to the Underwriters pursuant to Section 8(e)(9) of the Purchase Contract, dated [June 4, 2025] (the “Purchase Contract”), by and between Southern California Public Power Authority (“SCPPA”) and RBC Capital Markets, LLC, as representative (the “Representative”) of the underwriters named therein (the “Underwriters”), relating to the sale by SCPPA of its Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed Rate Bonds), issued in the aggregate principal amount of \$_____ and Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode), issued in the aggregate principal amount of \$_____ (collectively, the “Bonds”), as more fully described in the Preliminary Official Statement, dated [May 27, 2025] (the “Preliminary Official Statement”), and the Official Statement, dated [June 4, 2025] (the “Official Statement”), of SCPPA prepared in connection with the sale of said Bonds.

2. To my knowledge, the ordinance of the City Council of the City of Los Angeles referenced in Attachment 1 hereto: (i) is in full force and effect; (ii) has not been amended, rescinded, supplemented or modified; and (iii) is not the subject of any actual or threatened, legal or administrative action by or before any court, commission, regulatory agency, arbitrator, mediator, negotiator, governmental entity (federal, state, municipal or other) or any other tribunal or body established to resolve disputes or enforce applicable constitutions, laws, ordinances, regulations, rules, customs or practices.

3. I have read the Preliminary Official Statement and the Official Statement and to my knowledge, but without having made an independent investigation, the Preliminary Official Statement as of its date and as of [June 4, 2025], and the Official Statement as of its date and as of the date hereof, including APPENDIX A thereto, as to matters known or made known to me relating to the Department did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The description of the business and properties of the power system of the Department included in the Preliminary Official Statement, including APPENDIX A thereto, as of its date and as of [June 4, 2025], and in the Official Statement, including APPENDIX A thereto, as of the date of the Official Statement and as of the date hereof (in each case, including the data, schedules and statistics pertaining to the operations of the power system of the Department but excluding the financial statements, schedules and other financial data included therein), did not and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. The financial information regarding the power system of the Department contained in the Preliminary Official Statement and the Official Statement, including APPENDIX A thereto, fairly presents in all material respects the financial position and results of operations of such power system as of the dates and for the periods set forth therein and, to the undersigned's knowledge, the financial statements of the power system of the Department included therein have been prepared in accordance with generally accepted accounting principles consistently applied and, except as otherwise indicated in the Preliminary Official Statement and Official Statement, based upon the audited financial statements of the power system of the Department.

6. Other than as set forth in the Preliminary Official Statement and the Official Statement, no litigation is pending against the Department with service of process against the Department having been made, or, to the knowledge of the undersigned, overtly threatened in writing in any way, (i) contesting or impairing the validity of the IPP Existing Power Sales Contract, the IPP Renewal Power Sales Contract, the Renewal Capacity Acquisition Agreement or the Renewal Transmission Service Contract to which the Department is a party, or the Renewal Agency Agreement, or the performance by the Department of the provisions thereof, or (ii) involving the Department or its Power Assets (as defined in the City of Los Angeles City Charter) which would result in any material adverse change in the Power Revenue Fund (as defined in the City of Los Angeles City Charter) of the Department, other than routine litigation of the type which normally accompanies the construction and/or operation of municipal electric facilities.

7. The obligations of the Department to make payments under the Renewal Transmission Service Contract constitute a cost of transmission service and an operating expense of the Department payable solely from its electric revenue funds.

8. The obligations of the Department to make payments to Intermountain Power Agency under the IPP Existing Power Sales Contract and the IPP Renewal Power Sales Contract constitute a cost of purchased electricity and energy and an operating expense of the Department payable solely from its electric revenue funds.

9. The Department hereby acknowledges its obligation and agrees that, upon the occurrence of any of the following events with respect to the Department, the Department shall give notice of the occurrence of such event to SCPPA not later than five (5) business days after the occurrence of the event, together with all such information concerning such Financial Obligation (as defined below) of the Department, as may be necessary for SCPPA to satisfy its notice obligations under Resolution No. 2025-____, adopted by the Board of Directors of SCPPA on _____, 2025, relating to the provision of certain continuing disclosure information with respect to the Bonds:

(i) incurrence of a Financial Obligation of the Department, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Department, any of which affect holders of the Bonds, if material; or

(ii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Department, any of which reflect financial difficulties.

For purposes of this paragraph 8, the term “Financial Obligation” shall mean (a) a debt obligation; (b) 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) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”)) has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

This Certificate is solely for the information of, and assistance to, SCPPA and the Underwriters in conducting and documenting their investigation of the matters covered by the Official Statement in connection with the offering pursuant thereto, and is not to be used, circulated, quoted or otherwise referred to for any other purpose, including but not limited to the purchase or sale of securities, nor is it to be referred to in whole or in part in the Official Statement or any other document, except that references may be made to it in the Purchase Contract or in any list of closing documents pertaining to such offering.

All capitalized terms used herein shall have the respective meanings set forth in the Purchase Contract.

Dated: [Closing Date]

**DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES**

By: _____
Ann M. Santilli
Chief Financial Officer

EXHIBIT D-2

CERTIFICATE OF PROJECT PARTICIPANT [(Burbank)] [(Glendale)]

I, _____ [Title] of the City of [Burbank, California (“Burbank”)]
[Glendale, California (“Glendale”)], hereby certify that:

1. This certificate is furnished to the Underwriters pursuant to Section 8(e)(9) of the Purchase Contract, dated [June 4, 2025] (the “Purchase Contract”), by and between Southern California Public Power Authority (“SCPPA”) and RBC Capital Markets, LLC, as representative (the “Representative”) of the underwriters named therein (the “Underwriters”), relating to the sale by SCPPA of its Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed Rate Bonds), issued in the aggregate principal amount of \$_____ and Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode), issued in the aggregate principal amount of \$_____ (collectively, the “Bonds”), as more fully described in the Preliminary Official Statement, dated [May 27, 2025] (the “Preliminary Official Statement”), and the Official Statement, dated [June 4, 2025] (the “Official Statement”), of SCPPA prepared in connection with the sale of said Bonds.

2. The action [or actions] of the City Council of the City of [Burbank] [Glendale] referenced in Attachment 1 hereto authorizing the execution and delivery by the City of [Burbank] [Glendale] of its Renewal Capacity Acquisition Agreement and Renewal Transmission Service Contract with SCPPA: (i) [is][are] in full force and effect; (ii) [has][have] not been amended, rescinded, supplemented or modified; and (iii) [is][are] not the subject of any known, or after due inquiry, threatened, legal or administrative action by or before any court, commission, regulatory agency, arbitrator, mediator, negotiator, governmental entity (federal, state, municipal or other) or any other tribunal or body established to resolve disputes or enforce applicable constitutions, laws, ordinances, regulations, rules, customs or practices.

3. Other than as set forth in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Representative, no litigation is pending or, to the knowledge of the undersigned, after reasonable investigation, threatened in any way contesting or affecting (i) the validity of the IPP Existing Power Sales Contract, the IPP Renewal Power Sales Contract, the Renewal Capacity Acquisition Agreement or the Renewal Transmission Service Contract to which [Burbank] [Glendale] is a party or the performance by [Burbank] [Glendale] of the provisions thereof, or involving [Burbank] [Glendale] or (ii) any of the property or assets which comprise the electric plant of [Burbank] [Glendale] which involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties or assets or in the condition, financial or otherwise, of the electric department or electric plant of [Burbank] [Glendale], other than routine litigation of the type which normally accompanies the construction and/or operation of municipal electric facilities.

4. [Burbank][Glendale]’s IPP Existing Power Sales Contract and IPP Renewal Power Sales Contract with IPA, and Renewal Capacity Acquisition Agreement and Renewal Transmission Service Contract with SCPPA are in full force and effect, and neither

[Burbank][Glendale] nor, to the best of my current actual knowledge, after due investigation, IPA or SCPPA (as applicable) is in default of its obligations thereunder.

5. The obligations of [Burbank] [Glendale] to make payments under the Renewal Transmission Service Contract constitute a cost of transmission service and an operating expense of [Burbank][Glendale] payable solely from its electric revenue funds.

6. The obligations of [Burbank] [Glendale] to make payments to IPA under the IPP Existing Power Sales Contract and the IPP Renewal Power Sales Contract constitute a cost of purchased electricity and energy and an operating expense of [Burbank] [Glendale] payable solely from its electric revenue funds.

This Certificate is solely for the information of, and assistance to, SCPPA and the Underwriters in conducting and documenting their investigation of the matters covered by the Preliminary Official Statement and the Official Statement in connection with the offering pursuant thereto, and is not to be used, circulated, quoted or otherwise referred to for any other purpose, including but not limited to the purchase or sale of securities, nor is it to be referred to in whole or in part in the Preliminary Official Statement or the Official Statement or any other document, except that reference may be made to it in the Purchase Contract or in any list of closing documents pertaining to such offering.

All capitalized terms used herein shall have the meanings set forth in the Purchase Contract.

Dated: [Closing Date], 2025

CITY OF [BURBANK] [GLENDALE]

By: _____
[Title]

EXHIBIT E

[FORM OF ISSUE PRICE CERTIFICATE]

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

\$ _____

Southern Transmission System Renewal Project, Revenue Bonds, 2025-1
(Fixed Rate Bonds)

\$ _____

Southern Transmission System Renewal Project, Revenue Bonds, 2025-2
(Fixed Tender Bonds – Term Rate Mode)

UNDERWRITER'S CERTIFICATE

The undersigned, on behalf of RBC Capital Markets, LLC (the “**Representative**”), on behalf of itself and PNC Capital Markets, LLC, Barclays Capital Inc., J.P. Morgan Securities LLC, BofA Securities Inc., TD Securities (USA) LLC and Wells Fargo Bank, National Association (together with the Representative, the “**Underwriting Group**”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “**Bonds**”).

[Appropriate provisions to be selected based on results of sale of Bonds]:

* * *

1. **Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the [General Rule Maturities/Bonds], the first price at which at least 10% of such Maturity of the Bonds was sold to the Public (the “Sale Price”) is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) [The Underwriting Group offered the [Hold-the-Offering-Price Maturities/Bonds] to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

(b) As set forth in the Purchase Contract for the Bonds, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-

Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. **[Issue Price.** The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is \$[_____] (the “Issue Price”).]

4. ***Defined Terms.***

(a) *[General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”]

(b) *[Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(c) *[Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means Southern California Public Power Authority.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

5. ***Yield.***

(a) **No Discount Maturities.** No Maturity was sold at an original issue discount.

(b) **Premium Maturities Subject to Optional Redemption.** The Maturities that mature in the year[s] 20__ are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Bonds stated below in paragraph 5(d), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Delivery Date of the Bonds.]

(c) **No Stepped Coupon Maturities.** No Maturity bears interest at an increasing interest rate.

(d) **Yield.** The Yield on the Bonds is [-]%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Bonds, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the Issue Price of the Bonds as stated above in paragraph [-] [computed with the adjustments stated above in paragraph [-]].

6. **Weighted Average Maturity.** We have been asked to calculate the weighted average maturity of the Bonds in the following manner: divide (a) the sum of the products determined by taking the issue price of each maturity times the number of years from the date hereof to the date of such maturity (determined separately for each maturity and by taking into account mandatory redemptions), by (b) the aggregate issue price of such Bonds. Based solely on these calculations, the weighted average maturity of the Bonds is [-] years.

(signature page follows)

The representations set forth in this certificate are limited to factual matters and the accuracy of certain computations only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986, and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP, Special Tax Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

**RBC Capital Markets, LLC, for itself and on
behalf of the Underwriters**

By: _____
Managing Director

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

EXHIBIT F

Opinion to the Underwriters of Special Tax Counsel

[Letterhead of Nixon Peabody LLP]

[Closing Date]

RBC Capital Markets, LLC
PNC Capital Markets, LLC
Barclays Capital Inc.
J.P. Morgan Securities LLC
BofA Securities Inc.
TD Securities (USA) LLC
Wells Fargo Bank, National Association
c/o RBC Capital Markets, LLC,
as Representative of the Underwriters

Re: Southern California Public Power Authority
Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed
Rate Bonds) and Southern Transmission System Renewal Project, Revenue
Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode)

Ladies and Gentlemen:

This letter is delivered to you, as underwriters, pursuant to Section 8(e)(6) of the Purchase Contract, dated [June 4, 2025] (the “Purchase Contract”), between RBC Capital Markets, LLC, as your Representative, and Southern California Public Power Authority (the “Authority”).

We deliver herewith a copy of our opinion, dated the date hereof and addressed to the Authority, as to certain tax matters pertaining to the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (Fixed Rate Bonds), issued in the aggregate principal amount of \$_____ and Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (Fixed Tender Bonds – Term Rate Mode), issued in the aggregate principal amount of \$_____ (collectively, the “Bonds”). This will confirm that you may rely upon such opinion as if the same were addressed to you.

We are of the opinion that the statements in the Preliminary Official Statement and the Official Statement under the caption “TAX MATTERS”, Appendix F – “PROPOSED FORM OF SPECIAL TAX COUNSEL OPINION”, and in the first paragraph of the cover of the Preliminary Official Statement and Official Statement, to the extent such statements purport to summarize certain provisions of federal or state tax law, are fair and accurate summaries of such provisions.

We are furnishing you this letter at the request of the Authority and solely for the information of, and assistance to, you in conducting and documenting your investigation of the affairs of the Authority in connection with the offering of the Bonds and it is not to be used, circulated, quoted or otherwise referred to for any other purpose, including but not limited to the purchase or sale of the Bonds, nor is it to be referred to in whole or in part in the Preliminary

Official Statement or the Official Statement or any other document, except that it may be included in, and reference may be made to it in any list of, the closing documents pertaining to the delivery of the Bonds. The provision of this opinion letter to you shall not create any attorney-client relationship between our firm and you. This opinion letter may not be relied upon by any other person, firm, corporation or other entity without our prior written consent, and we have no obligation to update this opinion.

Very truly yours,

PRELIMINARY OFFICIAL STATEMENT DATED [____], 2025**NEW ISSUE – BOOK-ENTRY ONLY**

Ratings: Moody's: "[____]"
 Fitch: "[____]"
 (See "RATINGS" herein.)

In the opinion of Nixon Peabody LLP, Los Angeles, California, Special Tax Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the Authority described herein, interest on the 2025 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Special Tax Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Special Tax Counsel is further of the opinion that interest on the 2025 Bonds is exempt from personal income taxes of the State of California (the "State") under present State law. See "TAX MATTERS" herein regarding certain other tax considerations.

Southern California Public Power Authority

(a public entity organized under the laws of the State of California)

[\$[2025-1 PAR AMOUNT]*

**Southern Transmission System Renewal
 Project, Revenue Bonds, 2025-1
 (Fixed Rate Bonds)**

[\$[2025-2 PAR AMOUNT]

**Southern Transmission System Renewal
 Project, Revenue Bonds, 2025-2
 (Fixed Tender Bonds – Term Rate Mode)**

This cover page contains certain information for general reference only. It is not intended to be a summary of the security for or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to making an informed investment decision. Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.

The (i) Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, bearing interest at fixed rates (the "2025-1 Bonds" or the "Fixed Rate Bonds") and (ii) Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, initially bearing interest at a fixed rate and which are subject to mandatory tender for purchase (the "2025-2 Bonds" or the "Fixed Tender Bonds") will be issued by the Southern California Public Power Authority (the "Authority") under and pursuant to an Indenture of Trust, dated as of April 1, 2023, from the Authority to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as previously supplemented and as further supplemented (the "Indenture"). The 2025-1 Bonds and the 2025-2 Bonds are sometimes hereinafter referred to herein collectively as the "2025 Bonds."

The 2025 Bonds are being issued to (i) finance a portion of the costs of acquisition and construction of capital improvements to the Southern Transmission System, an approximately 488-mile power transmission line and related facilities, which constitute part of the Intermountain Power Project (such improvements are part of the "Project" and part of the "Southern Transmission System Renewal Project," all as further described herein), (ii) fund capitalized interest and (iii) pay costs of issuance relating to the 2025 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "SOUTHERN TRANSMISSION SYSTEM AND THE PROJECT" herein. *The Southern Transmission System Renewal Project is to be distinguished from the Authority's existing Southern Transmission Project.*

The aggregate principal amounts, fixed or variable interest rates, maturity dates, scheduled mandatory tender dates and certain other information relating to the 2025-1 Bonds and the 2025-2 Bonds are summarized on the pages entitled "MATURITY SCHEDULE" and "SUMMARY OF CERTAIN OFFERING TERMS," respectively, immediately following this cover page. Interest on the Fixed Rate Bonds and the Fixed Tender Bonds is payable semiannually on January 1 and July 1 of each year, commencing [January 1, 2026], except as otherwise described herein. Beneficial interests in the Fixed Rate Bonds and the Fixed Tender Bonds may be purchased in denominations of \$5,000 or any integral multiple thereof. The Depository Trust Company, New York, New York ("DTC") will act as securities depository of the 2025 Bonds. See "BOOK-ENTRY ONLY SYSTEM."

The Fixed Rate Bonds and the Fixed Tender Bonds are subject to redemption prior to maturity as described herein. See "DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED RATE BONDS – Redemption of the Fixed Rate Bonds" and "DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED TENDER BONDS – Redemption of the Fixed Tender Bonds."

The Fixed Tender Bonds are subject to mandatory tender for purchase on any Business Day on or after the Call Protection Date, including the Scheduled Mandatory Tender Date (each such date on which the Fixed Tender Bonds are to be purchased, a "Purchase Date"). See "TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS – Mandatory Tender for Purchase." There is no source of moneys to pay the purchase price of the Fixed Tender Bonds upon a mandatory tender thereof on a Purchase Date, including the applicable Scheduled Mandatory Tender Date therefor, other than proceeds of the remarketing (or a refunding) of such Fixed Tender Bonds. If all of the Fixed Tender Bonds are not purchased on a Purchase Date, including the Scheduled Mandatory Tender Date, such non-purchase shall not constitute an Event of Default under the Indenture. If the Fixed Tender Bonds are not purchased on the Scheduled Mandatory Tender Date, then, on or after the Scheduled Mandatory Tender Date, such Fixed Tender Bonds will accrue interest at higher fixed interest rates as described herein until remarketed, redeemed or paid at maturity. See "TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS – Inadequate Funds for Tenders." There is no liquidity facility in place for the payment of the purchase price of the Fixed Tender Bonds on a Purchase Date, including the Scheduled Mandatory Tender Date therefor. The Fixed Tender Bonds are not subject to optional tender at the request of the beneficial owners thereof.

The Fixed Tender Bonds are subject to adjustment to another Mode or to the addition of credit enhancement, as further described herein. THIS OFFICIAL STATEMENT IS NOT INTENDED TO PROVIDE INFORMATION WITH RESPECT TO THE FIXED TENDER BONDS AFTER ADJUSTMENT TO ANY NEW MODE OR THE ADDITION OF CREDIT ENHANCEMENT.

* Preliminary, subject to change.

The 2025 Bonds are special, limited obligations of the Authority payable solely from and secured, as to payment of the principal or redemption price thereof, and interest thereon, solely by a pledge and assignment of the Revenues and certain other moneys described herein. Revenues consist primarily of payments to be made to the Authority by the Department of Water and Power of The City of Los Angeles (“LADWP”) and the California cities of Burbank and Glendale (which, together with LADWP, are hereinafter collectively referred to as the “Project Participants”), for Bond debt service due on or after the Transition Date (as defined herein), pursuant to the respective Renewal Transmission Service Contracts, between the Authority and such Project Participants, as more fully described herein. Pursuant to the Renewal Transmission Service Contracts, the payments to be made by the applicable Project Participant thereunder will constitute operating expenses of the Project Participant’s electric system. The payment obligations of a Project Participant under its Renewal Transmission Service Contract are not contingent upon the completion of the Southern Transmission System Renewal Project or any part thereof, the operation of the Southern Transmission System or the performance or nonperformance by any party of any agreement for any cause whatsoever. Revenues also include Interim Revenues (as defined herein) during the period to, but excluding, the Transition Date. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS” herein.

Upon the issuance of the 2025 Bonds, there will be outstanding and on a parity with the 2025 Bonds, bonds issued under the Indenture in the aggregate outstanding principal amount of \$[_____]. The Authority has reserved its right to issue additional parity bonds under the Indenture and to enter into Parity Swaps on the terms and conditions and for the purposes stated in the Indenture.

The 2025 Bonds are not obligations of the State of California, any public agency thereof (other than the Authority), any of the Project Participants or any other member of the Authority and neither the faith and credit nor the taxing power of any of the foregoing (including the Authority) is pledged for the payment of the 2025 Bonds. The Authority has no taxing power.

Maturity Schedule
(see inside cover)

The 2025 Bonds are offered when, as and if issued and received by the Underwriters, and subject to the approval of legality by Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed on for the Authority by its General Counsel, Christine Godinez, Esq. and by Nixon Peabody LLP, Los Angeles, California, Special Tax Counsel, and for the Underwriters by their counsel, Hawkins, Delafield & Wood LLP, Sacramento, California. PFM Financial Advisors LLC is serving as Municipal Advisor to the Authority in connection with the issuance of the 2025 Bonds. Norton Rose Fulbright US LLP is also serving as Disclosure Counsel to the Authority in connection with the 2025 Bonds. It is expected that the 2025 Bonds will be available for delivery through the facilities of DTC in New York, New York, by Fast Automated Securities Transfer (FAST) on or about _____, 2025.

RBC Capital Markets

PNC Capital Markets, LLC

Barclays Capital Inc.

**J.P. Morgan Securities
LLC**

BofA Securities Inc.

**TD Securities (USA)
LLC**

Wells Fargo Securities

Dated: _____, 2025

MATURITY SCHEDULE

\$ _____ *

Southern Transmission System Renewal Project, Revenue Bonds, 2025-1

\$ _____ Serial Bonds

Due July 1	Principal Amount	Interest Rate	Yield	Price	CUSIP [†]
	\$	%	%		

\$ _____ % Term Bonds due July 1, 20__, Yield: ____%; Price: _____ CUSIP[†]: _____

\$ _____ % Term Bonds due July 1, 20__, Yield: ____%; Price: _____ CUSIP[†]: _____

\$ _____ % Term Bonds due July 1, 20__, Yield: ____%; Price: _____ CUSIP[†]: _____

* Preliminary, subject to change.

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the holders of the 2025-1 Bonds. None of the Authority, its Municipal Advisor or the Underwriters is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on the 2025-1 Bonds or as indicated above. The CUSIP number for a specific bond is 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 such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of such bonds.

SUMMARY OF CERTAIN OFFERING TERMS*
\$(2025-2 PAR AMOUNT)
Southern Transmission System Renewal Project, Revenue Bonds, 2025-2
(Fixed Tender Bonds)

Dated Date:	Date of Delivery
Maturity Date:	July 1, 20__
Price:	___%
Initial Scheduled Mandatory Tender Date:	_____ 1, 20__
Initial Term Rate:	___%
Initial Term Yield:	___%
Initial Call Protection Date (first optional redemption or mandatory tender date):	_____ 1, 20__
CUSIP Number [†] :	

* Preliminary, subject to change.

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the holders of the 2025-2 Bonds. None of the Authority, its Municipal Advisor or the Underwriters is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on the 2025-2 Bonds or as indicated above. The CUSIP number for a specific bond is 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 such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of such bonds.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

BOARD OF DIRECTORS

Dukku Lee (Anaheim)	Scott Mellon (Glendale)
Tikan Singh (Azusa)	Jamie L. Asbury (Imperial)
Fred Lyn (Banning)	Janisse Quiñones (Los Angeles)
Mandip Samra (Burbank)	David Reyes (Pasadena)
Robert Lopez (Cerritos)	David A. Garcia (Riverside)
Charles Berry (Colton)	Todd Dusenberry (Vernon)

MANAGEMENT

Todd Dusenberry – *President*
Tikan Singh – *First Vice President*
Dukku Lee – *Second Vice President*
Janisse Quiñones – *Secretary*
John Equina – *Assistant Secretary*
Daniel E Garcia – *Executive Director, Treasurer/Auditor
and Assistant Secretary*
Aileen Ma – *Chief Financial and Administrative Officer*
Christine Godinez, Esq. – *General Counsel*

PROJECT PARTICIPANTS

Department of Water and Power of The City of Los Angeles
City of Burbank
City of Glendale

MUNICIPAL ADVISOR

PFM Financial Advisors LLC
Los Angeles, California

BOND COUNSEL AND DISCLOSURE COUNSEL

Norton Rose Fulbright US LLP
Los Angeles, California

SPECIAL TAX COUNSEL

Nixon Peabody LLP
Los Angeles, California

TRUSTEE AND PAYING AGENT

U.S. Bank Trust Company, National Association
Los Angeles, California

No dealer, broker, salesperson or other person has been authorized by the Authority or by the Underwriters (as defined herein) to give any information or to make any representations, other than as contained in this Official Statement, and if given or made such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriters. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2025 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds. Statements contained in this Official Statement that involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth herein has been furnished by the Authority and certain of the Project Participants, and includes information obtained from other sources that are believed to be reliable. The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or any Project Participant since the date hereof.

The Underwriters have provided the following paragraph for inclusion in this Official Statement:

The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities 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.

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. The Authority 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 or fail to occur.

This Official Statement, including any supplement or amendment hereto, is intended to be filed with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) website. The Authority and Project Participants each also maintains a website and certain social media accounts. However, the information presented therein is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the 2025 Bonds.

References to website 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 websites 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, SEC Rule 15c2-12.

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Official Statement
relating to

Southern California Public Power Authority
(a public entity organized under the laws of the State of California)

[\$[2025-1 PAR AMOUNT]]*
Southern Transmission System Renewal
Project, Revenue Bonds, 2025-1
(Fixed Rate Bonds)

[\$[2025-2 PAR AMOUNT]]*
Southern Transmission System Renewal
Project, Revenue Bonds, 2025-2
(Fixed Tender Bonds –
Term Rate Mode)

INTRODUCTION

Purpose; Authority for Issuance

This Official Statement (which includes the cover page, the table of contents and the appendices attached hereto) is furnished by the Southern California Public Power Authority (the “Authority”), a joint powers agency and a public entity organized under the laws of the State of California, to provide information concerning the Southern Transmission System Renewal Project described herein, the \$[2025-1 PAR AMOUNT]* aggregate principal amount of the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (the “2025-1 Bonds” or the “Fixed Rate Bonds”) and the \$[2025-2 PAR AMOUNT]* aggregate principal amount of the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (the “2025-2 Bonds” or the “Fixed Tender Bonds”). The 2025-1 Bonds and 2025-2 Bonds are hereinafter referred to herein collectively as the “2025 Bonds.” The 2025 Bonds are being issued pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “Act”) and pursuant to an Indenture of Trust, dated as of April 1, 2023 (the “Indenture of Trust”), from the Authority to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as previously supplemented and as supplemented by the Fourth Supplemental Indenture of Trust, dated as of June 1, 2025, from the Authority to the Trustee (the “Fourth Supplemental Indenture”) and the Fifth Supplemental Indenture of Trust, dated as of June 1, 2025, from the Authority to the Trustee (the “Fifth Supplemental Indenture”). Such Indenture of Trust, as so supplemented, is herein referred to as the “Indenture.”

The 2025 Bonds are being issued to (i) finance a portion of the costs of acquisition and construction of capital improvements to the Southern Transmission System, an approximately 488-mile power transmission line and related facilities, which constitute part of the Intermountain Power Project (such improvements are part of the “Project” and part of the “Southern Transmission System Renewal Project,” all as further described herein), (ii) fund capitalized interest and (iii) pay costs of issuance relating to the 2025 Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” and “SOUTHERN TRANSMISSION SYSTEM AND THE PROJECT” herein. *The Southern Transmission System Renewal Project is to be distinguished from the Authority’s existing Southern Transmission Project.*

Background; Development of the Southern Transmission System and Related Contracts

The Existing Southern Transmission System and Intermountain Power Project

* Preliminary, subject to change.

The Southern Transmission System was developed in conjunction with the Intermountain Power Project (hereinafter, the “IPP”). The IPP was acquired and constructed by the Intermountain Power Agency, a political subdivision of the State of Utah (“IPA”). The IPP currently consists of: (a) a two-unit, coal-fired, steam-electric generating plant with a net rating of 1,800 MW, and a switchyard located near Delta, Utah; (b) the Southern Transmission System (described below); (c) two 50-mile 345-kV AC transmission lines from such switchyard to the Mona switchyard near Mona, Utah and a 144-mile 230-kV AC transmission line from such switchyard to the Gonder switchyard near Ely, Nevada; (d) a railcar service center; and (e) certain water rights and coal supplies. See “INTERMOUNTAIN POWER AGENCY AND INTERMOUNTAIN POWER PROJECT –INTERMOUNTAIN POWER PROJECT” in Appendix B hereto for a more detailed description of the IPP.

The Southern Transmission System is a high-voltage direct current electrical transmission line running from the IPP generation station and switchyard to the Adelanto Converter Station in Adelanto, California, and is approximately 488 miles in length. The Southern Transmission System commenced commercial operations in July 1986. The Southern Transmission System includes a ± 500 -kV DC bi-pole transmission line and an AC/DC converter station at each end and related microwave communication system facilities. Construction to upgrade the two AC/DC converter stations and increase their combined rating was completed in May 2011. The capacity of the Southern Transmission System is currently 2,400 MW.

Under a Construction Management and Operating Agreement (as amended, the “Construction Management and Operating Agreement”), participants in IPP have designated LADWP as Project Manager and Operating Agent for IPP, including the Southern Transmission System Renewal Project.

Contracts and Parties Related to the Existing Southern Transmission System and Intermountain Power Project

IPA has sold the entire capability of the IPP through June 15, 2027 to 35 entities pursuant to separate power sales contracts (the “Original Power Sales Contracts”) between IPA and each power purchaser. The IPP power purchasers include the Department of Water and Power of The City of Los Angeles (“LADWP”), and the California cities of Anaheim, Burbank, Glendale, Pasadena and Riverside. Under their respective Original Power Sales Contracts, each of the California purchasers receives certain entitlements to the use of the transmission capacity of the Southern Transmission System. LADWP and California cities of Anaheim, Burbank, Glendale, Pasadena and Riverside are hereinafter referred to as the “Original Transmission Service Purchasers.”

Pursuant to the Southern Transmission System Agreement dated as of May 1, 1983 (the “Original STS Agreement”), by and between IPA and the Authority, the Authority agreed to make payments-in-aid of construction to fund the costs of initially constructing and installing the existing Southern Transmission System and, following a first amendment to the Original STS Agreement, the costs of the construction of later additions and improvements to and renewals (including those described above) of the existing Southern Transmission System (such project is referred to herein as the Authority’s existing “Southern Transmission Project”).

The Authority has previously financed and refinanced a portion of the Southern Transmission Project through issuance of its bonds (the “Existing STS Bonds”). In connection therewith, each of the Original Transmission Service Purchasers assigned its entitlement to the transmission capacity of the Southern Transmission System to the Authority and entered into certain transmission service contracts (the “Original Transmission Service Contracts”) between the Authority and each of the Original Transmission Service Purchasers for their respective share of the use of such transmission capacity. The Existing STS

Bonds are payable from and secured primarily by payments made by the Original Transmission Service Purchasers under the Original Transmission Service Contracts.

In addition to their participation in the IPP, LADWP and the California city of Burbank are among the project participants in the Authority's Milford Wind Corridor Phase I Project (the "Milford Phase I Project") and utilize their capacity rights to receive energy delivered from the Milford Phase I Project over the Southern Transmission System to the Adelanto Converter Station. Additionally, LADWP and the California city of Glendale are also project participants in the Authority's Milford Wind Corridor Phase II Project (the "Milford Phase II Project") and utilize their capacity rights to receive energy delivered from the Milford Phase II Project over the Southern Transmission System to the Adelanto Converter Station. See "SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY – Other Bond-Financed Projects of the Authority – *Milford Wind Corridor Phase I Project*" and "– *Milford Wind Corridor Phase II Project*."

LADWP acts as project manager and operating agent of the IPP, and is responsible for, among other things, administering, operating and maintaining the IPP.

Further Development of the Intermountain Power Project and the Southern Transmission System

Further development of the IPP and the Southern Transmission System is underway and proposed. IPA is undertaking the replacement of the coal-fired generation facilities of the IPP with natural gas-fired combustion turbine generating units capable of utilizing hydrogen for 840 MW net generation output, heat recovery steam generators and steam turbines and related facilities (the "IPP Repowering Project"). IPP plans to use renewable energy-powered electrolysis to split water into oxygen and hydrogen, storing the latter in underground salt caverns for use as fuel to drive the new electricity-generating turbines. The new natural gas generating units will be designed to be capable of utilizing 30% hydrogen fuel at start-up, transitioning to 100% hydrogen fuel by 2045 as technology improves. IPA released a request for proposals in June 2020 soliciting responses from developers and vendors to provide solutions for a project to supply the IPP units with green hydrogen fuel (i.e., hydrogen created solely by use of renewable energy) to support the goal of operating with a blend of 30% green hydrogen starting in 2025 and the subsequent goal of reaching 100% green hydrogen-fueled operation by 2045, pending the availability and the advancement of the required technology to reach those scales. The request for proposals also included proposals for hydrogen storage facilities adjacent to the existing site. An initial contract was established in early 2022 securing energy conversion and storage services. This contract will provide the ability to convert renewable energy into green hydrogen to fuel the new generating units in 2025.

The new generating units will be located at the site of the existing generation facilities near Delta, in Millard County, Utah. The new generation facilities are currently scheduled to enter service during the summer of 2025 sometime after the originally scheduled date of July 1, 2025. See also "THE PROJECT PARTICIPANT WITH THE LARGEST RENEWAL TRANSMISSION SERVICE SHARE – THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – Intermountain Power Project" in Appendix A hereto with respect to planned replacement of the IPP coal-fired units with combined cycle natural gas-fired units.

Construction and installation of major additions and improvements to, and renewals of, the Southern Transmission System to extend its useful life are contemplated in connection with the IPP Repowering Project (such additions, improvements and renewals, as they may be modified and amended from time to time, are referred to herein as the "Southern Transmission System Renewal Project").

The Southern Transmission System Renewal Project initially will include new converter stations and AC switchyard expansions at the Adelanto Converter Station and the Intermountain Converter Station, and reactive power equipment, as further described below. The new converter stations will include new

HVDC converter buildings; new HVDC converter equipment, including thyristor valves, cooling equipment, AC filters, converter transformers, smoothing reactors, and protection and control systems; new DC switchyards, including DC filters and neutral bus breakers; and other work such as site preparation and grounding. The AC switchyard expansion at the Adelanto Converter Station and the Intermountain Converter Station will include additional bays for the new converter stations and the associated protections and controls for those bay positions. Additional AC system support and reactive power support in the form of new synchronous condensers will be installed at Intermountain Converter Station due to the reduction from 1,800 MW of coal-fueled to 840 MW of natural gas-fueled generation. All such additions and improvements to, and renewals of, the Southern Transmission System are referred to herein as the “Project.” Estimated project costs increased and the final in-service date was extended primarily due to a change in scope requested by LADWP and the cities of Burbank and Glendale to upgrade the capacity of portions of the converter stations to 3,000 MW. The current cost estimate for the Project is approximately \$2.7 billion. Project components are currently scheduled to enter service on various dates through April 2028.

As described above, the components of the Project comprise the initial additions, improvements and renewals that constitute the Southern Transmission System Renewal Project, which may, in the future, be expanded to include other capital improvements to the Southern Transmission System. See “THE SOUTHERN TRANSMISSION SYSTEM AND THE PROJECT.” Additional capital improvements to the Southern Transmission System may be approved and added to the Southern Transmission System Renewal Project in the future and financed with Bonds.

IPA and each of the parties to the Original Power Sales Contracts have authorized the Project.

Contracts Related to the Southern Transmission System Renewal Project

The Project was also authorized under the Renewal Power Sales Contracts (collectively, the “Renewal Power Sales Contracts”), between IPA and each of the LADWP and the California cities of Burbank and Glendale (hereinafter collectively referred to as the “Project Participants”) and certain suppliers of electric energy (collectively with the Project Participants, the “Renewal IPP Purchasers”).

The Renewal Power Sales Contracts provided a process to subscribe for entitlements to the IPP Repowering Project effective when entitlement rights end under the Original Power Sales Contracts, which are scheduled to end in June 2027. Under the respective Renewal Power Sales Contracts, the Project Participants receive certain entitlements to the use of the transmission capabilities of the Southern Transmission System Renewal Project for the period beginning on the Transition Date (described below, and corresponding to the date when capacity rights under the Original Power Sales Contracts end and capacity rights become effective under the Renewal Power Sales Contracts) and ending on June 15, 2077. Each Renewal Power Sales Contract obligates the applicable Project Participant to purchase the share of the capacity and energy of the IPP (including transmission capacity of the Southern Transmission System) provided therein. The Renewal Power Sales Contracts obligate the Project Participants to pay their respective percentage shares of the costs of the IPP on a “take-or-pay” basis.

The Renewal Power Sales Contracts provide that the Project Participants, or an entity on their behalf, may make payments-in-aid of construction for the Southern Transmission System Renewal Project. To the extent that payments-in-aid of construction are made and applied to the costs of acquisition and construction of capital improvements to the Southern Transmission System Renewal Project, and IPA is not required to issue its bonds, notes or other evidences of indebtedness for such purpose, the Project Participants’ payment obligations under their respective Renewal Power Sales Contracts are reduced. The terms of all of the Renewal Transmission Service Contracts is scheduled to expire on June 15, 2077 or such later date as all bonds issued by the Authority or IPA to finance the Southern Transmission System Renewal Project and the interest thereon shall have been paid in full or adequate provision for such payment shall

have been made. See “SUMMARIES OF CERTAIN DOCUMENTS – RENEWAL POWER SALES CONTRACTS” in Appendix C hereto.

The funding of the Project is described in two agreements that contemplate payments-in-aid of construction by the Authority. The financing of the Project with the Authority’s Bonds is contemplated by a Second Amendment to Southern Transmission System Agreement, dated as of March 1, 2023, between IPA and the Authority, further amending the Original STS Agreement as previously amended (as so further amended, the “Existing Southern Transmission System Agreement”). The Authority’s Bond financing of the Project and other costs of capital improvements to the Southern Transmission System (defined as “Capital Improvement Acquisition and Construction Costs”), which could include costs to complete the Project, is contemplated under the Renewal Southern Transmission System Agreement, dated March 1, 2023 (the “Renewal Southern Transmission System Agreement”), between IPA and the Authority. Before the Transition Date funding for the Project and Capital Improvement Acquisition and Construction Costs will be provided through payments-in-aid of construction made by the Authority under the Existing Southern Transmission System Agreement, and after the Transition Date, under the Renewal Southern Transmission System Agreement. The proceeds of the 2025 Bonds will fund payments-in-aid of construction for a portion of the Project. See “SUMMARIES OF CERTAIN DOCUMENTS – RENEWAL SOUTHERN TRANSMISSION SYSTEM AGREEMENT” in Appendix C hereto.

The Renewal Power Sales Contracts contemplate a scheduled “Transition Date” of June 16, 2027; provided, however, that if the date upon which the Original Power Sales Contracts terminate is extended because certain IPA obligations remain outstanding without adequate provision for the payment thereof, then the Transition Date shall be the date that is next succeeding the date upon which the Original Power Sales Contracts terminate in accordance with their terms. However, IPA fully defeased those obligations on October 1, 2021.

The Authority and each Project Participant have entered into a Renewal Agreement for the Acquisition of Capacity, dated as of March 1, 2023 (collectively, the “Renewal Capacity Acquisition Agreements”), pursuant to which each Project Participant has assigned certain entitlements to the capacity of the Southern Transmission System as upgraded and improved by the Southern Transmission System Renewal Project (“Authority Capacity”) as set forth in its respective Renewal Power Sales Contract to the Authority in return for the Authority’s agreement to make payments-in-aid of construction pursuant to the Existing Southern Transmission System Agreement and the Renewal Southern Transmission System Agreement. The assignment by the Project Participants of their capacity entitlements in the Southern Transmission System to the Authority under the Renewal Capacity Acquisition Agreements will be effective on the Transition Date.

The Authority and each Project Participant have also entered into a Renewal Transmission Service Contract (collectively, the “Renewal Transmission Service Contracts”). Under the Renewal Transmission Service Contracts, the Project Participants are entitled to transmission service utilizing Authority Capacity from and after the Transition Date to the extent of their respective Renewal Transmission Service Shares as set forth below, and the Project Participants are obligated to make payments therefor on a “take-or-pay” basis, that is, whether or not the Southern Transmission System Renewal Project or any part thereof has been completed, or the Southern Transmission System is operating or is operable, or its service is suspended, interfered with, reduced or curtailed or terminated in whole or in part.

Under the Renewal Transmission Service Contracts, each Project Participant is obligated to pay its share of certain costs, including amounts calculated to satisfy amounts required under the Indenture to be paid or deposited into any funds or accounts established by the Indenture for debt service and for any reserve requirements or other requirements for Bonds or other debt obligations issued or incurred under the Indenture. The Project Participants’ obligations to pay commence on the Transition Date. Pursuant to the

Renewal Transmission Service Contracts, such costs are to be billed by the Authority to the Project Participants monthly based on the estimates contained in an annual budget prepared by the Authority.

The payment obligations under the Renewal Transmission Service Contracts will constitute operating expenses of the respective Project Participants, payable solely from their respective electric system revenues. As operating expenses of their respective electric systems, the payment obligations of LADWP under its Renewal Transmission Service Contract and all other of its “take-or-pay” contract obligations are payable on parity with LADWP’s electric system revenue bonds (see “THE PROJECT PARTICIPANT WITH THE LARGEST RENEWAL TRANSMISSION SERVICE SHARE” in Appendix A hereto) and the payment obligations of the other Project Participants under their respective Renewal Transmission Service Contracts and all other of their “take-or-pay” contract obligations are payable prior to the payment of debt service on the revenue bonds of their electric systems.

The following table sets forth the Renewal Transmission Service Shares of each of the Project Participants with respect to Authority Capacity.

<u>Project Participants</u>	<u>Renewal Transmission Service Share</u>
Department of Water and Power of Los Angeles	90.500%
City of Burbank	4.222
City of Glendale	<u>5.278</u>
Total	100.000%

A failure by a Project Participant to make payments when due under its Renewal Transmission Service Contract will result in Step-Up Invoices being issued to the other Project Participants and could lead to transfer of the rights to transmission service of a defaulting Project Participant. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS – Renewal Transmission Service Contracts.”

Before the Transition Date, IPA will include in its billings of monthly power costs allocated to the Southern Transmission System to the Original Transmission Service Purchasers (in proportion to their respective capacity rights in the Southern Transmission System under the Original Transmission Service Contracts) such amounts as shall be sufficient to pay to the Authority the amount of Bond debt service on or before the due date thereof, and, subject to the limitations contained in the Existing Southern Transmission System Agreement, will pay such amounts to the Authority on or before the due date thereof. Such billings will include billings for Bond debt service scheduled to be due on July 1, 2027, which are to be billed and payable to IPA prior to the June 16, 2027 Transition Date. Such amounts payable by IPA to the Authority are referred to as “Interim Revenues.”

General Terms of the 2025 Bonds

The 2025-1 Bonds will be issued in the aggregate principal amount indicated on the first page after the cover page of this Official Statement, will be dated their date of delivery, will bear interest at the respective rates per annum, and will mature on July 1 in the respective years and in the respective principal amounts, all as set forth on the first page after the cover page of this Official Statement. The 2025-1 Bonds will be issued as fully registered bonds in denominations of \$5,000 principal amount and any integral multiple thereof. Interest on the 2025-1 Bonds will be payable semiannually on January 1 and July 1 of each year, commencing [January 1, 2026]. The 2025-1 Bonds are subject to redemption prior to maturity as described herein. See “DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED RATE BONDS - Redemption of the Fixed Rate Bonds.”

The 2025-2 Bonds will be dated their date of delivery, will be issued in the aggregate principal amount and will mature as set forth on the third page after the cover page of this Official Statement. The 2025-2 Bonds are being issued initially in the Term Rate Mode and will bear interest at a fixed Term Rate for a Term Rate Period commencing on the date of delivery of the 2025-2 Bonds. While in the initial Term Rate Period, interest on the 2025-2 Bonds is payable semiannually on January 1 and July 1 of each year, commencing [January 1, 2026], except as otherwise described herein. Beneficial interests in the 2025-2 Bonds may be purchased, in book-entry form only, in denominations of \$5,000 or any integral multiple thereof.

While in the initial Term Rate Period, the 2025-2 Bonds are subject to redemption prior to maturity as described herein. See “DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED TENDER BONDS - Redemption of the Fixed Tender Bonds.”

While in the initial Term Rate Period, the 2025-2 Bonds are subject to mandatory tender for purchase on any date on or after the Call Protection Date, including the Scheduled Mandatory Tender Date (each such date on which the Fixed Tender Bonds are to be purchased, a “Purchase Date”). See “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS - Mandatory Tender for Purchase.” The 2025 Bonds are not subject to optional tender at the request of the beneficial owners thereof.

There is no source of moneys to pay the purchase price of the 2025-2 Bonds upon a mandatory tender thereof on a Purchase Date, including the Scheduled Mandatory Tender Date, other than proceeds of the remarketing (or a refunding) of the 2025-2 Bonds. If all of the 2025-2 Bonds are not purchased on a Purchase Date therefor, including the Scheduled Mandatory Tender Date, such non-purchase will not constitute an Event of Default under the Indenture. If the 2025-2 Bonds are not purchased on the Scheduled Mandatory Tender Date, then, on or after the Scheduled Mandatory Tender Date, the 2025-2 Bonds will accrue interest at higher fixed interest rates as described herein until remarketed, redeemed or paid at maturity. See “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS - Inadequate Funds for Tenders.” There is no liquidity facility in place for the payment of the purchase price of the 2025-2 Bonds on a Purchase Date, including the applicable Scheduled Mandatory Tender Date.

The 2025-2 Bonds are subject to adjustment from the Term Mode to another Mode or to the addition of credit enhancement, as further described herein. At any time, all of the 2025-2 Bonds shall bear interest in the same Mode. THIS OFFICIAL STATEMENT IS NOT INTENDED TO PROVIDE INFORMATION WITH RESPECT TO THE 2025-2 BONDS AFTER THE ADJUSTMENT OF SUCH SERIES TO ANY NEW MODE OR THE ADDITION OF ANY CREDIT ENHANCEMENT.

Security and Sources of Payment for the 2025 Bonds

The 2025 Bonds are special, limited obligations of the Authority payable solely from, and secured as to the payment of the principal or redemption price thereof, and interest thereon solely by, a pledge and assignment of Revenues (as defined in the Indenture) and certain other moneys as described herein, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

Revenues under the Indenture consist primarily of payments to be made to the Authority by the Project Participants, pursuant to their respective Renewal Transmission Service Contract. Payments under the Renewal Transmission Service Contracts will support only Bond debt service that is due on or after the Transition Date (described above and expected to occur on June 16, 2027).

For the period to, but excluding, the Transition Date, Revenues will include Interim Revenues. Interim Revenues are payable by IPA solely from such amounts it receives from the Original Transmission

Service Purchasers (in proportion to their respective capacity rights in the Southern Transmission System under the Original Transmission Service Contracts).

Interim Revenues and capitalized interest funded under the Indenture (including investment earnings thereon) are expected to fund all Bond debt service due before the Transition Date. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS.”

The 2025 Bonds are not obligations of the State of California, any public agency thereof (other than the Authority), the Project Participants or any other member of the Authority, and neither the faith and credit nor the taxing power of any of the foregoing (including the Authority) is pledged for the payment of the 2025 Bonds. The Authority has no taxing power.

The Fourth Supplemental Indenture provides that the 2025-1 Bonds are not “Participating Bonds” under the Indenture and will not be secured by a Participating Bonds Debt Service Reserve Account under the Indenture, and no Debt Service Reserve Account will be funded with respect to the 2025-1 Bonds. The Fifth Supplemental Indenture provides that the 2025-2 Bonds are not “Participating Bonds” under the Indenture and will not be secured by a Participating Bonds Debt Service Reserve Account under the Indenture, and no Debt Service Reserve Account will be funded with respect to the 2025-2 Bonds.

The Authority

The Authority, the membership of which is comprised of eleven California cities and one California irrigation district, was formed pursuant to the Act and the Joint Powers Agreement, dated as of November 1, 1980 (as amended, the “Joint Powers Agreement”). See “SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY – Formation” herein. Certain duties and responsibilities of the Authority arising in connection with the Southern Transmission System are and will be performed by LADWP pursuant to the Renewal Agency Agreement, dated as of March 1, 2023 (the “Renewal Agency Agreement”). See “SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY – Organization and Management.”

Outstanding and Additional Bonds and Other Obligations

Upon the issuance of the 2025 Bonds, there will be outstanding [\$_____] principal amount of the Authority’s Southern Transmission System Renewal Project revenue bonds which are payable from Revenues on parity with the 2025 Bonds. The Authority has reserved its right to issue additional parity bonds under the Indenture and to enter into Parity Swaps on the terms and conditions and for the purposes stated in the Indenture. The 2025 Bonds and any other bonds, notes or other evidence of indebtedness hereafter issued pursuant to the Act and the Indenture on a parity with the 2025 Bonds are herein collectively referred to as the “Bonds.”

The Authority currently expects to undertake additional issuances of Bonds in [20__ and 20__] to complete the financing of the Project.

Continuing Disclosure Undertaking

The Authority’ will enter into a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), for the benefit of the beneficial owners of the 2025 Bonds to send certain information annually and to provide notice of certain events to the MSRB’s EMMA system for municipal securities disclosures, pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (“Rule 15c2-12”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. See “CONTINUING DISCLOSURE UNDERTAKING FOR THE 2025 BONDS.”

Certain Information; Summaries and References to Documents

In preparing this Official Statement, the Authority has relied upon information relating to the Southern Transmission System Renewal Project provided to the Authority by LADWP and information relating to certain of the Project Participants furnished to the Authority by such Project Participants. This Official Statement also includes summaries of the terms of the 2025 Bonds, the Indenture, the Renewal Transmission Service Contracts, the Existing Southern Transmission System Agreement, the Renewal Southern Transmission System Agreement, the Renewal Power Sales Contracts, the Renewal Capacity Acquisition Agreements, and certain other contracts and arrangements. The summaries of and references to all documents, contracts, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report or instrument. Capitalized terms not defined herein shall have the meanings set forth in the respective documents.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds relating to the 2025 Bonds are shown below:

Sources:	2025-1 Bonds	2025-2 Bonds	Total
Principal Amount.....	\$	\$	\$
[Net] Bond Premium.....			
Total Sources.....	<u>\$</u>	<u>\$</u>	<u>\$</u>
Uses:			
Deposit to Project Account ⁽¹⁾	\$	\$	\$
Deposit to Capitalized Interest Accounts ⁽²⁾			
Costs of Issuance ⁽³⁾			
Total Uses.....	<u>\$</u>	<u>\$</u>	<u>\$</u>

⁽¹⁾ Will be applied to costs of acquisition and construction of the Project. Total Project costs are currently expected to be approximately \$2.7 billion. See “SOUTHERN TRANSMISSION SYSTEM AND THE PROJECT” herein.

⁽²⁾ Represents capitalized interest. The Authority expects such amount, together with investment earnings thereon, will fund a portion of interest payments through July 1, 20[29], correspondingly reducing reliance on Interim Revenues to fund interest due before the Transition Date. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS” herein.

⁽³⁾ Includes, among other things, Underwriters’ discount, Trustee fees, Bond Counsel and Disclosure Counsel fees, Special Tax Counsel fees, rating agency fees, Municipal Advisor fees, printing costs and other miscellaneous expenses.

ESTIMATED DEBT SERVICE REQUIREMENTS

The estimated debt service requirements for the 2025 Bonds are set forth in Appendix G.

DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED RATE BONDS

The following is a summary of certain provisions of the Fixed Rate Bonds. Reference is also made to the 2025-1 Bonds for the complete text thereof and to the Indenture for a more detailed description of such provisions. The discussion herein is qualified by such reference.

General

The 2025-1 Bonds will be issued in fully registered form in authorized denominations of \$5,000 principal amount or any integral multiple thereof. The 2025-1 Bonds will be issued in the aggregate principal amount indicated on the cover page of this Official Statement and will be dated their date of delivery. The 2025-1 Bonds will bear interest at the rates per annum and will mature on July 1 in the years

The 2025-1 Bonds when initially issued will be registered in the name of Cede & Co., as registered owner and nominee of DTC. So long as DTC, or its nominee Cede & Co., is the registered owner of all the 2025-1 Bonds, all payments of principal of and premium, if any, and interest on 2025-1 Bonds will be made directly to DTC. Disbursement of such payments to the DTC participants will be the responsibility of DTC. Disbursement of such payments to the applicable Beneficial Owners of the 2025-1 Bonds will be the responsibility of the DTC participants as more fully described herein. See “BOOK-ENTRY ONLY SYSTEM.”

Optional Redemption. The 2025-1 Bonds maturing on and after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any source of available funds, in whole or in part (and, if in part, from such maturities as the Authority shall direct), on any date on or after July 1, 20__, at a redemption price equal to the principal amount of the 2025-1 Bonds, or portions thereof, to be redeemed, without premium, in each case together with accrued interest to the redemption date.

**2025-1 Bonds
Maturing on July 1, 20**

**2025-1 Bonds
Maturing on July 1, 20**

295925652.6

† Maturity

**2025-1 Bonds
Maturing on July 1, 20__**

Redemption Date (July 1)	Redemption Amount
†	\$
† Maturity	

In connection with any optional redemption of any 2025-1 Bonds that are term bonds, the principal amount of such 2025-1 Bonds being redeemed shall be allocated against the scheduled sinking fund redemption amounts set forth above in such manner as the Authority may direct and the scheduled sinking fund installments payable thereafter shall be modified as to such 2025-1 Bonds. In such event, the Authority shall provide to the Trustee a revised schedule of sinking fund installments.

Selection of 2025-1 Bonds to be Redeemed. Whenever by the terms of the Indenture, 2025-1 Bonds are to be redeemed at the direction of the Authority, the Authority shall select the maturity or maturities of 2025-1 Bonds to be redeemed. If less than all of the 2025-1 Bonds of a maturity are called for prior redemption, the particular 2025-1 Bonds or portions of such maturity to be redeemed shall be selected by lot; provided, however, that the portion of any 2025-1 Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and in selecting portions of such 2025-1 Bonds for redemption, the Trustee shall treat each such 2025-1 Bond as representing that number of 2025-1 Bonds of \$5,000 denomination that is obtained by dividing the principal amount of such 2025-1 Bonds to be redeemed in part by \$5,000.

Notice of Redemption. The Indenture requires the Trustee to give notice of any redemption of the 2025-1 Bonds to the Owners of the 2025-1 Bonds designated for redemption by mail not less than 20 nor more than 60 days prior to the redemption date. If by the date of mailing of notice of any optional redemption the Authority has not deposited with the Trustee moneys sufficient to redeem all the 2025-1 Bonds called for redemption, such notice will state that it is subject to the availability of funds for such purpose and will be of no effect unless funds sufficient for such purpose are available on the applicable redemption date. Failure by any one or more of the Owners of any of the 2025-1 Bonds designated for redemption to receive notice of redemption or any defect in any such notice will not affect the validity of the proceedings for the redemption of any such 2025-1 Bonds.

Effect of Redemption. Notice having been given in the manner provided in the Indenture, and moneys sufficient therefor having been deposited by the Authority with the Trustee, the 2025-1 Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such 2025-1 Bonds or portions thereof, shall be paid at the redemption price, plus interest accrued and unpaid to the redemption date. If, on the redemption date, moneys for the redemption of all the 2025-1 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the 2025-1 Bonds or portions thereof so called for redemption shall cease to accrue and shall become payable. If said moneys shall not be so available on the redemption date, such 2025-1 Bonds or portions thereof shall continue to bear interest.

DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED TENDER BONDS

The following is a summary of certain provisions of the Fixed Tender Bonds. This section should be read in conjunction with the sections entitled “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS” and “CHANGE IN MODE OR CONVERSION OF THE FIXED TENDER BONDS” for information on various terms and conditions therein which apply to the Fixed Tender Bonds. Reference is also made to the 2025-2 Bonds for the complete text thereof and to the Indenture for a more detailed description of such provisions. The discussion herein is qualified by such reference.

General

The 2025-2 Bonds will be issued in the aggregate principal amount indicated on the cover page of this Official Statement. The 2025-2 Bonds will be dated the date of original delivery thereof, and will mature (subject to prior redemption) on the date set forth under the caption “SUMMARY OF CERTAIN OFFERING TERMS” on the second page after the cover page of this Official Statement. The 2025-2 Bonds are being issued in book-entry form, without coupons, and when initially issued will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). Individual purchases of the 2025-2 Bonds may be made in authorized denominations of \$5,000 principal amount and any integral multiple thereof. So long as DTC, or its nominee Cede & Co., is the registered owner of all the 2025-2 Bonds, all payments of principal and Purchase Price of, and premium, if any, and interest on such 2025-2 Bonds will be made directly to DTC. Disbursement of such payments to the corresponding DTC participants will be the responsibility of DTC. Disbursement of such payments to the applicable Beneficial Owners (as defined below) of the 2025-2 Bonds will be the responsibility of such DTC participants as more fully described herein. See “BOOK-ENTRY ONLY SYSTEM.”

The 2025-2 Bonds will initially be issued in the Term Rate Mode for an initial Term Rate Period commencing on the date of delivery of the 2025-2 Bonds. During the initial Term Rate Period, the 2025-2 Bonds will bear interest at a fixed per annum interest rate equal to the initial Term Rate set forth under the caption “SUMMARY OF CERTAIN OFFERING TERMS” on the second page after the cover page of this Official Statement. The initial Term Rate Period shall end on the first to occur of (i) the initial Scheduled Mandatory Tender Date for the Fixed Tender Bonds of July 1, 20__, as set forth under the caption “SUMMARY OF CERTAIN OFFERING TERMS” on the third page after the cover page of this Official Statement; (ii) an Unscheduled Mandatory Tender Date if all 2025-2 Bonds subject to purchase are actually purchased as described under the caption “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS - Mandatory Tender for Purchase - *Mandatory Tender for Purchase on Unscheduled Mandatory Tender Date*”; (iii) the first date on which such 2025-2 Bonds bear interest in a Mode other than the Term Rate Mode; or (iv) the date on which all such 2025-2 Bonds are redeemed in accordance with the terms of the Indenture or all principal of and interest on such 2025-2 Bonds are otherwise paid in full.

While in the initial Term Rate Period, the 2025-2 Bonds will be subject to all of the terms of the Indenture governing the 2025-2 Bonds in the Term Rate Mode, including provisions that require the Owners to tender their 2025-2 Bonds for purchase on the Scheduled Mandatory Tender Date (see “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS - Mandatory Tender for Purchase - *Mandatory Tender for Purchase on Scheduled Mandatory Tender Date*”) and on other dates as described in this Official Statement, and provisions that permit the Authority to effect an unscheduled mandatory tender for purchase of all of the 2025-2 Bonds (which unscheduled mandatory tender for purchase is subject to rescission and successful remarketing as described under the caption “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS - Mandatory Tender for Purchase - *Mandatory Tender for Purchase on Unscheduled Mandatory Tender Date*”).

While in the Term Rate Mode, the 2025-2 Bonds are not subject to tender for purchase at the option of the Owners.

Subject to the requirements of the Indenture, the Authority has the right under the Indenture at any time during which the 2025-2 Bonds are in the Term Rate Mode to deliver to the Trustee a Liquidity Facility providing liquidity support to pay the Purchase Price of 2025-2 Bonds tendered for purchase after the effective date of such Liquidity Facility in accordance with the Indenture or to provide a Credit Facility which unconditionally secures or guarantees the payment of principal of and interest on the 2025-2 Bonds. **There is no Liquidity Facility or Credit Facility being provided for the 2025-2 Bonds and the Authority does not presently intend to provide any such Liquidity Facility or Credit Facility. This Official Statement is not intended to provide information with respect to 2025-2 Bonds supported by a Liquidity Facility or a Credit Facility.**

Under the Indenture, the Mode for the 2025-2 Bonds may be changed from and after the Call Protection Date (i.e., [____] 1, 20____) for the initial Term Rate Period from the Term Rate Mode to a Flexible Mode, a Daily Mode, a Weekly Mode or a SIFMA Mode or may be converted to a Fixed Rate Mode as described herein. See “CHANGE IN MODE OR CONVERSION OF THE FIXED TENDER BONDS.” The 2025-2 Bonds will be subject to mandatory tender for purchase on the date on which another Mode begins or upon a conversion of the 2025-2 Bonds to a Fixed Rate. See “TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS - Mandatory Tender for Purchase - *Mandatory Tender for Purchase on Mode Change Date or Conversion Date.*” Under the Indenture, all of the 2025-2 Bonds Outstanding at any time must be in the same Mode.

This Official Statement describes the 2025-2 Bonds only while bearing interest in the Term Rate Mode for the initial Term Rate Period. There are significant differences in the terms of the 2025-2 Bonds while they bear interest in a Mode other than the Term Rate Mode. This Official Statement is not intended to provide information with respect to the 2025-2 Bonds bearing interest in a Mode other than the Term Rate Mode. Owners and prospective owners of the 2025-2 Bonds should not rely on this Official Statement for information in connection with any change in Mode or conversion to a Fixed Rate Mode of the 2025-2 Bonds, but should look solely to the offering document to be used in connection with any such change in Mode or conversion.

Interest Rate Provisions

During the initial Term Rate Period, the 2025-2 Bonds will bear interest at the fixed per annum Term Rate set forth under the caption “SUMMARY OF CERTAIN OFFERING TERMS” on the second page after the cover page of this Official Statement.

Interest on the 2025-2 Bonds will accrue from their date of delivery and will be payable (i) on January 1 and July 1 of each year, commencing on [January 1, 2026], (ii) on each Mandatory Purchase Date (including the Scheduled Mandatory Tender Date and any Unscheduled Mandatory Tender Date on which the 2025-2 Bonds are actually purchased) and (iii) on the Maturity Date (each, an “Interest Payment Date” for the 2025-2 Bonds in the Term Rate Mode). The record date for the payment of interest on the 2025-2 Bonds is the 15th day of the calendar month immediately preceding each Interest Payment Date. Interest on the 2025-2 Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Interest on the 2025-2 Bonds will be payable on each Interest Payment Date for unpaid accrued interest from initially, the date of delivery of the 2025-2 Bonds, and thereafter, from the last Interest Payment Date to which interest has been paid to, but not including, the Interest Payment Date on which interest is to be paid (the “Interest Accrual Period”). If, at the time of authentication of any 2025-2 Bond,

interest is in default or overdue on the 2025-2 Bonds, such 2025-2 Bond will bear interest from the date to which interest has previously been paid in full or made available for payment in full on such 2025-2 Bonds.

Redemption of the Fixed Tender Bonds

Optional Redemption. The 2025-2 Bonds are subject to optional redemption by the Authority, in whole or in part, in authorized denominations on any Business Day on or after the Call Protection Date for the initial Term Rate Period (i.e., [____ 1, 20__]), at a redemption price equal to 100% of the principal amount thereof, plus unpaid accrued interest to the redemption date, if any, without premium.

Mandatory Sinking Fund Redemption. The 2025-2 Bonds are subject to redemption prior to maturity from mandatory Sinking Fund Installments due on July 1 of each of the years set forth in the following table in the respective aggregate redemption amounts set forth opposite such years in said table (together with accrued interest thereon), without premium:

<u>Redemption Date (July 1)</u>	<u>Redemption Amount</u>
†	
† Maturity	

In the event of any optional redemption of the 2025-2 Bonds in part, the Authority will provide to the Trustee a revised schedule of Sinking Fund Installments.

Selection of 2025-2 Bonds for Redemption. If less than all the 2025-2 Bonds are called for redemption under any provision of the Indenture permitting such partial redemption, the particular 2025-2 Bonds to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its discretion may deem fair and appropriate (see “BOOK-ENTRY ONLY SYSTEM” below for information regarding DTC’s customary practice for selecting book-entry bonds for redemption); provided, however (a) that the portion of any 2025-2 Bond to be redeemed under any provision of the Indenture shall be in the principal amount of \$5,000 or any multiple thereof, (b) that, in selecting 2025-2 Bonds for redemption, the Trustee shall treat each 2025-2 Bond as representing that number of 2025-2 Bonds which is obtained by dividing the principal amount of such 2025-2 Bond by \$5,000, and (c) that, to the extent practicable, the Trustee will not select any 2025-2 Bond for partial redemption if the amount of such 2025-2 Bond remaining Outstanding would be reduced by such partial redemption to less than the Authorized Denomination.

Notice of Redemption. The Indenture requires the Trustee to give notice of any redemption of the 2025-2 Bonds to the Owners of such 2025-2 Bonds designated for redemption by mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date; provided, however, that if such redemption occurs during a Delayed Remarketing Period following the Scheduled Mandatory Tender Date, such notice is to be given by Electronic Means not less than five (5) Business Days prior to the date fixed for redemption. Any such notice of redemption of the 2025-2 Bonds held under the book-entry only system will be given by the Trustee only to DTC, or its nominee, as the registered owner of such 2025-2 Bonds. Each notice of redemption shall state the date of such notice, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the CUSIP number, if any, of the maturity or maturities and, if less than all of such maturity, the distinctive letters, numbers or other distinguishing marks of such maturity to be redeemed in part, and, in the case of 2025-2 Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date, if sufficient

moneys are then available for such redemption, there shall become due and payable upon each 2025-2 Bond to be redeemed the redemption price thereof, or the redemption price of the specified portions of the principal thereof in the case of 2025-2 Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue. If by the date of mailing of notice of any optional redemption the Authority has not deposited with the Trustee moneys sufficient to redeem all the 2025-2 Bonds called for redemption, such notice will state that it is subject to the availability of funds for such purpose and will be of no effect unless funds sufficient for such purpose are available on the applicable redemption date.

Failure of the Trustee to provide notice to any one or more of the Owners of any of the 2025-2 Bonds designated for redemption, or any defect in such mailed notice will not affect the validity of the proceedings for the redemption of such 2025-2 Bonds.

Effect of Redemption. Notice having been given in the manner provided in the Indenture, and moneys sufficient therefor having been deposited by the Authority with the Trustee, the 2025-2 Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such 2025-2 Bonds, or portions thereof, shall be paid at the redemption price, plus interest accrued and unpaid to the redemption date. If, on the redemption date, moneys for the redemption of all the 2025-2 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the 2025-2 Bonds or portions thereof so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such 2025-2 Bonds or portions thereof shall continue to bear interest.

TENDER, PURCHASE AND REMARKETING OF THE FIXED TENDER BONDS

Mandatory Tender for Purchase

Mandatory Tender for Purchase on Unscheduled Mandatory Tender Date. During the initial Term Rate Period for the 2025-2 Bonds, the Authority may, at its option, require that such 2025-2 Bonds be tendered for purchase on any Business Day from and after the Call Protection Date (i.e., [____] 1, 20__]), solely from funds furnished by the Remarketing Agent to the Tender Agent from the proceeds of the sale of the 2025-2 Bonds remarketed, at a purchase price equal to the principal amount of such 2025-2 Bonds to be purchased, plus unpaid accrued interest, if any, thereon to the Purchase Date (if the Purchase Date is not an Interest Payment Date) (the "Purchase Price"), payable in immediately available funds. To exercise such option, the Authority will deliver to the Trustee, the Tender Agent and the Remarketing Agent, by Electronic Means, no later than ten (10) days before the Unscheduled Mandatory Tender Date, written notice and direction of the unscheduled mandatory tender for purchase of the 2025-2 Bonds. Such written direction notice shall specify, subject to the limitations prescribed in the Indenture: (i) the Scheduled Mandatory Tender Date for the Term Rate Period immediately following the purchase of the 2025-2 Bonds on the Unscheduled Mandatory Tender Date; and (ii) the Call Protection Date for the Term Rate Period immediately following the purchase of the such 2025-2 Bonds on such Unscheduled Mandatory Tender Date.

The Tender Agent will give notice of each unscheduled mandatory tender for purchase of the 2025-2 Bonds to the Owners of the 2025-2 Bonds as provided in the Indenture not less than seven (7) days prior to the proposed Unscheduled Mandatory Tender Date.

The Authority shall have the option to deliver to the Tender Agent and the applicable Remarketing Agent, by Electronic Means, on or prior to 5:00 p.m. (New York City time) on the Business Day immediately preceding the proposed Unscheduled Mandatory Tender Date, a notice to the effect that the Authority elects to rescind such Unscheduled Mandatory Tender Date for the 2025-2 Bonds. If the Authority elects to rescind such Unscheduled Mandatory Tender Date, then (i) no purchase of the 2025-2 Bonds will occur, and (ii) the 2025-2 Bonds shall continue to bear interest at the applicable Term Rate then in effect without change or modification and the Term Rate Period then in effect for the 2025-2 Bonds shall continue until otherwise terminated in accordance with the Indenture. Upon receipt of notice from the Authority of its election to rescind an Unscheduled Mandatory Tender Date, the Trustee shall, as soon as practicable thereafter, send notice to the Notice Parties and to the Owners of the 2025-2 Bonds by Electronic Means stating that the Unscheduled Mandatory Tender Date has been rescinded and informing them of the consequences thereof.

Any Unscheduled Mandatory Tender Date shall be conditioned upon (a) amounts sufficient to pay the Purchase Price of the 2025-2 Bonds tendered for purchase being on deposit with the Tender Agent from immediately available funds furnished by the Remarketing Agent from the proceeds of the sale of the 2025-2 Bonds remarketed on the Unscheduled Mandatory Tender Date and (b) in connection with any change in the Call Protection Date for the next succeeding Term Rate Period from the Standard Call Protection Date, the delivery by the Authority of a Favorable Opinion of Bond Counsel. If on an Unscheduled Mandatory Tender Date, the conditions described in the immediately preceding sentence are not satisfied, then (i) no purchase of the 2025-2 Bonds will occur, and (ii) the 2025-2 Bonds shall continue to bear interest at the same rate then in effect without change or modification and the Term Rate Period then in effect shall continue until otherwise terminated in accordance with the Indenture.

Failure by the Authority to pay or cause to be paid the Purchase Price of any 2025-2 Bonds tendered for purchase as described under this subcaption “– Mandatory Tender for Purchase – *Mandatory Tender for Purchase on Unscheduled Mandatory Tender Date*,” for any reason shall not constitute an Event of Default under the Indenture. No such failure shall affect the right of the Authority to require Owners of the 2025-2 Bonds to tender their 2025-2 Bonds as described under this subcaption “– Mandatory Tender for Purchase – *Mandatory Tender for Purchase on Unscheduled Mandatory Tender Date*” during the remainder of the applicable Term Rate Period then in effect for the 2025-2 Bonds or during any subsequent Term Rate Period.

In the event moneys on deposit with the Tender Agent furnished by the Remarketing Agent in immediately available funds to the Tender Agent from the proceeds of the sale of the 2025-2 Bonds remarketed are sufficient to pay the Purchase Price of the 2025-2 Bonds tendered for purchase on an Unscheduled Mandatory Tender Date, the following shall occur: (i) the Term Rate Period for such 2025-2 Bonds in effect immediately before such purchase shall terminate on the Unscheduled Mandatory Tender Date for such 2025-2 Bonds and a new Term Rate Period for such 2025-2 Bonds shall commence on such date; and (ii) the Term Rate with respect to the 2025-2 Bonds for the new Term Rate Period shall be determined as provided in the Indenture.

Mandatory Tender for Purchase on Scheduled Mandatory Tender Date. Unless the 2025-2 Bonds have been purchased (including in connection with a change in Mode or conversion to a Fixed Rate Mode as described below) or redeemed prior to the applicable Scheduled Mandatory Tender Date for the 2025-2 Bonds (i.e., July 1, 20__ for the initial Term Rate Period), the 2025-2 Bonds will be subject to mandatory tender for purchase on the applicable Scheduled Mandatory Tender Date, at the Purchase Price, payable in immediately available funds. The Tender Agent will give notice of the mandatory tender for purchase to the Owners of the 2025-2 Bonds as provided in the Indenture not less than seven (7) days prior to the Scheduled Mandatory Tender Date.

In the event moneys on deposit with the Tender Agent are sufficient to pay the Purchase Price of the 2025-2 Bonds tendered for purchase on the Scheduled Mandatory Tender Date for such 2025-2 Bonds, the following shall occur: (i) the Term Rate Period for such 2025-2 Bonds in effect immediately before such purchase shall terminate on the Scheduled Mandatory Tender Date for such 2025-2 Bonds and a new Term Rate Period for such 2025-2 Bonds shall commence on such date; and (ii) the applicable Term Rate with respect to the affected 2025-2 Bonds for the new Term Rate Period shall be determined as provided in the Indenture.

Failure of the Authority to pay or cause to be paid the Purchase Price of all tendered 2025-2 Bonds when due and payable on a Scheduled Mandatory Tender Date therefor shall not constitute an Event of Default under the Indenture and in the event of a failure to pay the Purchase Price of all of the 2025-2 Bonds on a Scheduled Mandatory Tender Date therefor, a Delayed Remarketing Period will commence on such date as described below under the subcaptions “– Inadequate Funds for Tenders – *Inadequate Funds on Scheduled Mandatory Tender Date*” and “– *Delayed Remarketing Period.*”

Mandatory Tender for Purchase on Mode Change Date or Conversion Date. The 2025-2 Bonds are subject to mandatory tender for purchase on each day on which another Mode for such 2025-2 Bonds begins (a “Mode Change Date”) or the date on which such 2025-2 Bonds begin to bear interest at a Fixed Rate (a “Conversion Date”), at the Purchase Price, payable in immediately available funds. The Trustee will give notice of the mandatory tender for purchase to the Owners of the 2025-2 Bonds as provided in the Indenture not less than fifteen (15) days prior to the Mandatory Purchase Date in the case of a mandatory purchase on a Mode Change Date or Conversion Date. See also “CHANGE IN MODE OR CONVERSION OF THE FIXED TENDER BONDS.”

Mandatory Tender for Purchase Upon Delivery of Liquidity Facility or Credit Facility. The 2025-2 Bonds are subject to mandatory tender for purchase on any date upon which a Liquidity Facility or a Credit Facility is to be provided for such 2025-2 Bonds (a “Facility Substitution Date”), at the Purchase Price, payable in immediately available funds. The Tender Agent will give notice of the mandatory tender for purchase to the Owners of the affected 2025-2 Bonds as provided in the Indenture not less than twenty (20) days prior to the Mandatory Purchase Date in the case of a mandatory purchase on a Substitution Date. **There is no Liquidity Facility or Credit Facility being provided for the 2025-2 Bonds and the Authority does not presently intend to provide any such Liquidity Facility or Credit Facility. This Official Statement is not intended to provide information with respect to 2025-2 Bonds supported by a Liquidity Facility or a Credit Facility.**

Remarketing and Purchase

General. Pursuant to the Indenture, the Authority is required to appoint a remarketing agent for the 2025-2 Bonds (the “Remarketing Agent”) on or prior to (i) the thirtieth (30th) day preceding the Scheduled Mandatory Tender Date, (ii) any date on which the Authority shall exercise its option to effect an Unscheduled Mandatory Tender Date for the 2025-2 Bonds, or (iii) any other date on which the tender of the 2025-2 Bonds is expected to occur pursuant to the terms of the Indenture. The Remarketing Agent will be obligated to use its best efforts to remarket the 2025-2 Bonds which are to be purchased pursuant to the Indenture at the minimum interest rate available in the marketplace (or, in the case of 2025-2 Bonds being remarketed in the SIFMA Mode, with an Applicable SIFMA Spread that is the minimum fixed per annum interest rate (based upon the length of the applicable SIFMA Rate Period) when added to the SIFMA Index Rate) that will permit the Remarketing Agent to remarket all such 2025-2 Bonds on the applicable Mandatory Purchase Date at the principal amount thereof.

The Remarketing Agent will notify the Trustee, the Tender Agent and the Authority by Electronic Means in accordance with the Indenture (i) on the Business Day immediately preceding each Mandatory

Purchase Date on which 2025-2 Bonds are to be purchased, and (ii) on any other Purchase Date (if applicable) on which 2025-2 Bonds are to be purchased, if it has been unable to remarket all the tendered 2025-2 Bonds, and shall include in such notice the principal amount of the 2025-2 Bonds it has been unable to remarket. The Remarketing Agent shall cause the proceeds of the sale of tendered 2025-2 Bonds remarketed by it to be paid to the Tender Agent for deposit in the Remarketing Proceeds Account of the Bond Purchase Fund created under the Fifth Supplemental Indenture in immediately available funds at or before 10:00 a.m. (New York City time) on the Mandatory Purchase Date.

Payment of the Purchase Price with respect to any mandatory purchase of the 2025-2 Bonds is required to be made to the Owners of tendered 2025-2 Bonds by wire transfer in immediately available funds by the Trustee on the Mandatory Purchase Date.

Sources of Funds for the Purchase of 2025-2 Bonds. Funds for the payment of the Purchase Price of tendered 2025-2 Bonds will be derived solely from the following sources in the order of priority indicated (except that the Purchase Price in connection with an Unscheduled Mandatory Tender Date will be payable solely from the source described in clause (i) below) and none of the Authority, the Trustee, the Tender Agent or the Remarketing Agent shall be obligated to provide funds from any other source:

(i) immediately available funds furnished by the Remarketing Agent to the Tender Agent from the proceeds of the sale of 2025-2 Bonds remarketed for deposit in the Remarketing Proceeds Account of the Bond Purchase Fund created under the Fifth Supplemental Indenture;

(ii) immediately available funds furnished by any Liquidity Facility Provider to the Tender Agent from draw requests on a Liquidity Facility for deposit in the Liquidity Facility Purchase Account of the Bond Purchase Fund created under the Fifth Supplemental Indenture for such 2025-2 Bonds; provided, that such funds may be used only to purchase 2025-2 Bonds as to which the applicable Liquidity Facility is in effect **(there is no Liquidity Facility in effect for the 2025-2 Bonds and the Authority does not currently intend to provide any such Liquidity Facility)**; and

(ii) immediately available funds (if any) furnished by the Authority to the Tender Agent for deposit in the Authority Purchase Account of the Bond Purchase Fund created under the Fifth Supplemental Indenture (there being no obligation of the Authority to provide any such funds in connection with any mandatory tender of 2025-2 Bonds during the initial Term Rate Period).

On each Purchase Date for 2025-2 Bonds, if a Liquidity Facility is not in effect (or being put into effect) securing the payment of the Purchase Price of such 2025-2 Bonds tendered for purchase and the Remarketing Agent has given notice to the Authority that it has been unable to remarket all of such 2025-2 Bonds to be remarketed, then the Authority shall, as and to the extent legally available funds have been made available by the Authority for such purpose, pay or cause to be paid, by wire transfer of immediately available funds to the Tender Agent for deposit in the Authority Purchase Account of the Bond Purchase Fund created under the Fifth Supplemental Indenture for such 2025-2 Bonds, an amount, together with the remarketing proceeds, to enable the Tender Agent to pay the Purchase Price of the tendered 2025-2 Bonds; provided, however, that notwithstanding anything to the contrary herein, the foregoing shall not create any obligation by the Authority: (i) to make such payment or purchase unremarketed 2025-2 Bonds on any Unscheduled Mandatory Tender Date; (ii) to make such payment or purchase unremarketed 2025-2 Bonds on any Scheduled Mandatory Tender Date or during any Delayed Remarketing Period; or (iii) to make such payment or purchase unremarketed 2025-2 Bonds for which a Liquidity Facility has been provided in the event of a Liquidity Facility Failure.

2025-2 Bonds to be Paid at Maturity or Redeemed Instead of Being Purchased. Any 2025-2 Bonds that are to be paid at maturity, or to be redeemed as described under “DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED TENDER BONDS – Redemption of Fixed Tender Bonds” on the same date that such 2025-2 Bonds are to be purchased as hereinabove described (and 2025-2 Bonds issued in exchange for or upon the registration of transfer of such 2025-2 Bonds) shall be paid or redeemed, as applicable, on such date instead of being purchased on such date.

Inadequate Funds for Tenders

General. Except as otherwise provided in the Indenture or described herein, if sufficient funds are not available for the purchase of all tendered 2025-2 Bonds required to be purchased on any Purchase Date therefor, the Tender Agent will take all actions available to it to obtain remarketing proceeds from the Remarketing Agent or, to the limited extent (if any) provided therein, the Authority, to purchase all such 2025-2 Bonds in accordance with the Indenture on the Business Day next succeeding such Purchase Date, and if sufficient funds are not so obtained, all tendered 2025-2 Bonds shall be returned to their respective Owners. Thereafter, the Tender Agent shall continue to take all such action available to it to obtain such remarketing proceeds from the Remarketing Agent or the Authority, as and to the extent applicable. Except as otherwise provided in the Indenture, such failed purchase and return shall not constitute an Event of Default under the Indenture. Any obligations of the applicable Remarketing Agent or the Authority to cause the deposit of such funds from remarketing proceeds or other amounts (if any), respectively, shall remain enforceable pursuant to the Indenture, and such obligation shall be discharged only at such time as funds are deposited with the Tender Agent in an amount sufficient to purchase all such 2025-2 Bonds, together with any interest which has accrued on such 2025-2 Bonds to the subsequent actual Purchase Date.

Inadequate Funds on Scheduled Mandatory Tender Date. With respect to any mandatory purchase as described above under the subcaption “– Mandatory Tender for Purchase – Mandatory Tender for Purchase on Scheduled Mandatory Tender Date,” in the event sufficient funds are not available for the purchase of all 2025-2 Bonds tendered or deemed tendered and required to be purchased on the related Mandatory Purchase Date therefor, then: (i) the Trustee shall promptly return all 2025-2 Bonds tendered or deemed tendered to the Owners thereof together with notice of such insufficiency and the Trustee and the Remarketing Agent shall promptly return all remarketing proceeds to the persons providing such moneys without interest; (ii) the Term Rate Period then in effect will terminate on such Scheduled Mandatory Tender Date; (iii) a Delayed Remarketing Period will commence on such Scheduled Mandatory Tender Date as described below under the subcaption “– Delayed Remarketing Period”; and (iv) such failed purchase shall not constitute an Event of Default under the Indenture.

Delayed Remarketing Period. If all of the 2025-2 Bonds have not been purchased or redeemed on or prior to the applicable Scheduled Mandatory Tender Date therefor, the 2025-2 Bonds shall bear interest from and including the Scheduled Mandatory Tender Date until the date the 2025-2 Bonds are remarketed, redeemed or paid at maturity (such period, the “Delayed Remarketing Period”) at the respective rates per annum for the applicable period of days as set forth in the following table (the “Delayed Remarketing Period Rate”):

For the Period (in Days) on and after the applicable Scheduled Mandatory Purchase Date	Interest Rate Per Annum
0 to 89 days	[6.0]%
90 days and thereafter	[8.0]%

During any Delayed Remarketing Period, interest on the 2025-2 Bonds will be due and payable semiannually on January 1 and July 1 and on the last day of such Delayed Remarketing Period. Interest on such 2025-2 Bonds during a Delayed Remarketing Period will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Purchase and Sale of 2025-2 Bonds During a Delayed Remarketing Period. On each Business Day following a Scheduled Mandatory Tender Date on which all of the 2025-2 Bonds were not purchased, the Remarketing Agent will continue to use its best efforts to remarket all of the 2025-2 Bonds into the Mode as directed by the Authority. Once the Remarketing Agent has advised the Authority, the Trustee and the Tender Agent that it has a good faith belief that it is able to remarket all of the 2025-2 Bonds into the then directed Mode, the Authority will establish a new Mandatory Purchase Date for the 2025-2 Bonds and will direct the Trustee to give notice by Electronic Means only to DTC (not to the Beneficial Owners of the 2025-2 Bonds) not later than five (5) Business Days prior to the date on which the 2025-2 Bonds are to be purchased, which notice will state: (i) the Mode to be applicable to the 2025-2 Bonds from and after the applicable Purchase Date; (ii) that such tendered 2025-2 Bonds will be subject to mandatory tender for purchase and specifying the Mandatory Purchase Date such purchase shall occur; (iii) the procedures for such mandatory tender; (iv) the Purchase Price of such 2025-2 Bonds to be purchased; and (v) the consequences of a failed remarketing. DTC, in turn, is to send notice of mandatory tender to its DTC Participants for distribution to the Beneficial Owners of the 2025-2 Bonds. See “BOOK-ENTRY ONLY SYSTEM.”

CHANGE IN MODE OR CONVERSION OF THE FIXED TENDER BONDS

General. Pursuant to the Indenture, the Authority may, at any time on or after the Call Protection Date for the 2025-2 Bonds, effect a change in Mode with respect to the 2025-2 Bonds (from the Term Rate Mode) to the Flexible Mode, the Daily Mode, the Weekly Mode or the SIFMA Mode or may effect a conversion of the 2025-2 Bonds to the Fixed Rate Mode. At any time, all of the 2025-2 Bonds shall bear interest in the same Mode.

Changes to Modes Other Than Fixed Rate Mode. All of the 2025-2 Bonds may be changed from the Term Rate Mode to another Mode (other than the Fixed Rate Mode) as follows:

No later than a Business Day which is at least twenty (20) days preceding the proposed Mode Change Date, the Authority may give written notice to the Trustee, the Tender Agent and the Remarketing Agent of its intention to effect a change in the Mode of the 2025-2 Bonds from the current Term Rate Mode to another Mode (the “New Mode”) specified in such written notice. Notice of the proposed change in Mode will be given by the Trustee to the Owners of the 2025-2 Bonds not later than the fifteenth (15th) day next preceding the proposed Mode Change Date. Such notice will state: (a) the Mode to which the 2025-2 Bonds will be changed to and the proposed Mode Change Date (which may be any Business Day); (b) that the 2025-2 Bonds will be subject to mandatory tender for purchase on the Mode Change Date and the Purchase Price of the 2025-2 Bonds; (c) that the mandatory purchase will not occur on the proposed Mode Change Date unless the conditions set forth in the Indenture for the effectiveness of the change in Mode have been satisfied; and (d) if the Book-Entry Only System is no longer in effect with respect to such 2025-2 Bonds, information with respect to required delivery of the 2025-2 Bond certificates and payment of Purchase Price.

No change in Mode of the 2025-2 Bonds to a New Mode will occur unless the following conditions precedent are satisfied:

- (1) the Trustee shall have received sufficient remarketing proceeds from the remarketing of the 2025-2 Bonds in the New Mode to pay the Purchase Price of the 2025-2 Bonds

subject to mandatory tender for purchase in connection with the change in Mode of such 2025-2 Bonds or such 2025-2 Bonds are purchased under a Liquidity Facility (if any) in effect and available to be drawn upon to purchase the applicable 2025-2 Bonds (**there is no Liquidity Facility initially being provided for the 2025-2 Bonds and the Authority does not presently intend to provide any such Liquidity Facility**); and

(1) the following items shall have been delivered to the Trustee on or prior to the Mode Change Date:

- (i) a Favorable Opinion of Bond Counsel dated the Mode Change Date;
- (ii) a Rating Confirmation Notice or a notice from each Rating Agency of the rating(s) to be assigned to the 2025-2 Bonds on such Mode Change Date; and
- (iii) in any case in which there is to be a Liquidity Facility or a Credit Facility delivered in connection with such change in Mode, the items required by the Indenture.

If all conditions precedent to the change in Mode are satisfied, then the New Mode shall take effect on the proposed Mode Change Date.

Conversion to Fixed Rate Mode. At the option of the Authority, all of the 2025-2 Bonds may be converted from the Term Rate Mode to the Fixed Rate Mode on any Business Day which is at least twenty (20) days before the proposed Conversion Date. To effect the conversion, the Authority may give written notice to the Trustee, the Tender Agent and the Remarketing Agent stating, among other things, that the Mode for the 2025-2 Bonds will be converted to the Fixed Rate Mode and setting forth the proposed Conversion Date. Notice of the proposed conversion to a Fixed Rate Mode will be given by the Trustee to the Owners of the affected 2025-2 Bonds not later than the fifteenth (15th) day next preceding the proposed Conversion Date. Such notice will state: (a) that the Mode for the 2025-2 Bonds will be converted to the Fixed Rate Mode; (b) the proposed Conversion Date; (c) that such Owner is required to tender such Owner's 2025-2 Bonds for purchase on such proposed Conversion Date; and (d) that the mandatory purchase will not occur on the proposed Conversion Date unless the conditions set forth in the Indenture for the effectiveness of the conversion to a Fixed Rate Mode have been satisfied.

No conversion of the 2025-2 Bonds to the Fixed Rate Mode will occur unless the following conditions precedent are satisfied:

(1) the Trustee shall have received sufficient remarketing proceeds from the remarketing of the of the 2025-2 Bonds in the Fixed Rate Mode to pay the Purchase Price of the 2025-2 Bonds subject to mandatory tender in connection with the conversion to the Fixed Rate Mode; and

(2) the following items shall have been delivered to the Trustee on or prior to the Conversion Date:

- (i) a Favorable Opinion of Bond Counsel dated the Conversion Date;
- (ii) if there is to be a Credit Facility delivered in connection with such change, the items required by the Indenture in connection with the delivery of an Alternate Credit Facility; and

(iii) notice from each Rating Agency of the rating(s) to be assigned to the 2025-2 Bonds on such Conversion Date.

Failure to Satisfy Conditions Precedent to a Mode Change or Conversion. In the event the conditions described above under the subcaption “– *Changes to Modes Other Than Fixed Rate Mode*” or the subcaption “– *Conversion to Fixed Rate Mode*,” as applicable, have not been satisfied by the proposed Mode Change Date or Conversion Date, as the case may be, then the change in Mode to the New Mode or conversion to a Fixed Rate Mode of the 2025-2 Bonds shall not take effect. In the case of a failed change in Mode or conversion to the Fixed Rate Mode of the 2025-2 Bonds from the Term Rate Mode, the 2025-2 Bonds will remain in the Term Rate Mode and the then applicable Term Rate will continue during the Term Rate Period as described under the caption “DESCRIPTION OF CERTAIN PROVISIONS OF THE FIXED TENDER BONDS – Interest Rate Provisions.” The Trustee will, within five (5) Business Days after the proposed failed Mode Change Date or Conversion Date, send notice to the Notice Parties and to the Owners of the 2025-2 Bonds by Electronic Means stating that the conditions to the change in Mode or conversions have not all been satisfied and informing them of the consequences thereof.

SPECIAL CONSIDERATIONS RELATING TO THE FIXED TENDER BONDS

The Authority’s Ability to Pay the Purchase Price of the 2025-2 Bonds on a Scheduled Mandatory Tender Date May Be Limited. As described in this Official Statement, on the respective Scheduled Mandatory Tender Date therefor, the Owners of all of the 2025-2 Bonds must tender the 2025-2 Bonds for purchase. The Authority has not secured any liquidity facility or letter of credit to support the payment of the Purchase Price of the 2025-2 Bonds on the Scheduled Mandatory Tender Date. The ability of the Authority to pay the Purchase Price will depend on its ability to successfully remarket the 2025-2 Bonds or otherwise to provide funds to pay the Purchase Price. The Authority is not obligated to collect Revenues for the purpose of paying the Purchase Price of the 2025-2 Bonds and therefore may not have sufficient funds to pay the Purchase Price of all of the 2025-2 Bonds to be tendered on their respective Scheduled Mandatory Tender Date.

The Authority will review its financing alternatives before the respective Scheduled Mandatory Tender Date for the 2025-2 Bonds. At any time on or after the Call Protection Date, the Authority may attempt to (a) effect a mandatory tender and remarket the 2025-2 Bonds in their current Mode for another Term Rate Period; (b) effect a mandatory tender and convert the Mode for the 2025-2 Bonds from the Term Rate Mode to a different Mode; or (c) issue bonds or other indebtedness to refund all or any portion of the 2025-2 Bonds. In order to manage the 2025-2 Bonds so as to avoid a failed remarketing on their Scheduled Mandatory Tender Date, the Authority may use one of these three financing alternatives before the Scheduled Mandatory Tender Date.

Failure by the Authority to pay the Purchase Price of the tendered 2025-2 Bonds on the Scheduled Mandatory Tender Date will not constitute an event of default under the Indenture. In the event sufficient funds are not available for the purchase of all of the 2025-2 Bonds on the Scheduled Mandatory Tender Date, then none of the 2025-2 Bonds will be purchased and all tendered 2025-2 Bonds will be returned to their respective Owners. In that event, the 2025-2 Bonds will remain outstanding and will accrue interest at increased interest rates in a Delayed Remarketing Period until all of the 2025-2 Bonds are remarketed, redeemed or paid at maturity as further described herein.

Secondary Market May Not Develop. At any time, there may not be an established secondary market for the Fixed Tender Bonds, including particularly during any Delayed Remarketing Period for any Fixed Tender Bonds. In such event, an Owner may be unable to sell its Fixed Tender Bonds in the secondary market.

BOOK-ENTRY ONLY SYSTEM

General

DTC will act as securities depository for the 2025 Bonds. The 2025 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 2025 Bond certificate will be issued for each maturity of the 2025 Bonds of each series in the aggregate principal amount of such maturity, and will be deposited with DTC.

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 issues, 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 DTC's participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated herein by reference.

Purchases of the 2025 Bonds under the DTC book-entry system must be made by or through Direct Participants, which will receive a credit for the 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2025 Bonds ("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 2025 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 the 2025 Bonds, except in the event that use of the book-entry system for the 2025 Bonds is discontinued.

To facilitate subsequent transfers, all 2025 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 2025 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 2025 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such 2025 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 the 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2025 Bonds, such as redemptions, defaults and proposed amendments to the Indenture. For example, Beneficial Owners of 2025 Bonds may wish to ascertain that the nominee holding the 2025 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 Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a maturity of the 2025 Bonds of a series 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 such other DTC nominee) will consent or vote with respect to 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority 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 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price and interest payments on the 2025 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 the Authority or the Trustee, on each payment date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect 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, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the 2025 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, the 2025 Bonds certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the 2025 Bonds certificates will be printed and delivered.

The foregoing description concerning DTC and DTC's book-entry system is based solely on information furnished by DTC. No representation is made herein by the Authority or the Underwriters as

to the accuracy or completeness of such information, and the Authority and the Underwriters take no responsibility for the accuracy or completeness thereof.

Discontinuation of the Book-Entry Only System

If DTC determines not to continue to act as securities depository by giving notice to the Authority and the Trustee, and discharges its responsibilities with respect thereto under applicable law and there is not a successor securities depository, or the Authority determines not to continue the book-entry system through a securities depository, the Authority and the Trustee will cause the delivery of definitive 2025 Bonds to the Beneficial Owners of the 2025 Bonds registered in the names of such Beneficial Owners as shall be specified to the Trustee by DTC or the DTC participants.

If the book-entry system is discontinued the following provisions would apply: (i) the principal and redemption price of the 2025 Bonds will be payable upon surrender of any such 2025 Bond at the principal corporate trust office of the Trustee (as paying agent for the 2025 Bonds) and at the office of any other paying agent hereafter appointed by the Authority; (ii) interest on the 2025 Bonds will be payable by check of the Trustee mailed by first-class mail, postage prepaid, on the applicable interest payment date to the Owner thereof at their respective addresses shown on the registration books maintained by the Trustee as of the 15th day of the calendar month immediately preceding such interest payment date (the “Record Date”) or in immediately available funds by wire transfer on the interest payment date to a designated account, if payable to any Owner of a 2025 Bond or Bonds of an issue in an aggregate principal amount of \$1,000,000 or more, upon written request of such Owner to the Trustee received by the Trustee prior to the Record Date for the first interest payment date as to which such request shall be effective, specifying the account or accounts to which such payment shall be made (which request shall remain in effect until revoked or reversed by such Owner in a subsequent writing delivered to the Trustee); (iii) the transfer of any 2025 Bond shall be registrable only upon the books of the Authority, which shall be kept for such purposes at the principal corporate trust office of the Trustee, as bond registrar, by the Owner thereof in person or by his or her attorney duly authorized in writing, upon surrender of such 2025 Bond, together with a written instrument of transfer satisfactory to the bond registrar duly executed by the Owner or his or her duly authorized attorney, and upon payment by such Owner of any charges which the Authority or the Trustee may impose to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such registration of transfer; (iv) 2025 Bonds may be exchanged for an equal aggregate principal amount of 2025 Bonds of the same issue, Series, tenor, maturity and interest rate in such other authorized denomination or denominations as shall be requested by such Owner, upon surrender of such 2025 Bonds at the principal corporate trust office of the Trustee, as bond registrar, and upon payment by such Owner of any charges which the Authority or the Trustee may impose to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange; and (v) the Trustee (as bond registrar for the 2025 Bonds) will not be required to register the transfer of, or exchange, any 2025 Bonds called for redemption, or any 2025 Bonds during the period of 15 days next preceding any selection of 2025 Bonds to be redeemed.

SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS

Pledge Effected by the Indenture

The Indenture provides that the 2025 Bonds and any other Bonds issued thereunder shall be special, limited obligations of the Authority payable solely from and secured, as to payment of the principal or Redemption Price thereof, and interest thereon, solely by (i) the proceeds of the sale of the Bonds, including the 2025 Bonds, (ii) the Revenues, and (iii) all amounts on deposit in any Fund or Account established by the Indenture (except for such Funds and Accounts that the Indenture provides are not a source of payment for the Bonds or any Parity Swaps and other than any moneys held by the Trustee or the Authority to pay

any rebate amount owed to the federal government) including the investments, if any, thereof, and the same are pledged and assigned pursuant to the Indenture, 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, as security for the payment of the Bonds, the interest thereon, and premium, if any, with respect thereto, as security for the payment obligations of the Authority under any Parity Swaps and as security for the performance of any other obligations of the Authority under the Indenture, all in accordance with the provisions of the Bonds, the Indenture and any Parity Swaps.

Revenues under the Indenture consist primarily of payments to be made to the Authority by the Project Participants, pursuant to their respective Renewal Transmission Service Contracts. See “– Renewal Transmission Service Contracts” below. Payments under the Renewal Transmission Service Contracts will be available to pay only that Bond debt service that is due on or after the Transition Date (expected to occur on June 16, 2027). See “INTRODUCTION – Contracts Related to Development of the Southern Transmission System” herein. Revenues also include Interim Revenues (as defined below) during the period to, but excluding, the Transition Date. Interim Revenues and capitalized interest funded under the Indenture (including investment earnings thereon) are expected to fund all Bond debt service that is due prior to the Transition Date.

“Revenues” under the Indenture are: (A)(i) all revenues, income, rents and receipts derived or to be derived by the Authority from or attributable to Authority Capacity (the rights to which have been assigned effective on the Transition Date by the Project Participants to the Authority under the Renewal Capacity Acquisition Agreements) or to the payment of the costs thereof received or to be received by the Authority or the Trustee under the Renewal Transmission Service Contracts or under any other contract for the sale by the Authority of Authority Capacity or any part thereof or any contractual or other arrangement with respect to the use of Authority Capacity or any portion thereof or the services or capability thereof, (ii) the proceeds of any insurance, including the proceeds of any self-insurance fund, covering business interruption loss relating to Authority Capacity, and (iii) interest received or to be received on any moneys or securities held pursuant to this Indenture and required to be paid into the Revenue Fund and (B) all Interim Revenues; but excluding (W) interest and other investment income received or to be received on any moneys or securities held pursuant to an indenture of trust entered into by the Authority with respect to bonds, notes or other evidences of indebtedness payable on a basis subordinate to the Bonds except to the extent that the Authority specifies that such interest and other investment income shall constitute Revenues, (X) amounts received by or on behalf of the Authority pursuant to any interest rate swap agreement or interest rate cap agreement relating to this Indenture except to the extent that the Authority specifies that such amounts shall constitute Revenues, (Y) amounts received by or on behalf of the Authority pursuant to a Letter of Credit relating to this Indenture except to the extent that the Authority specifies that such amounts shall constitute Revenues, and (Z) amounts on deposit in the Rebate Fund. Revenues shall not include any Subsidy Payment received by the Authority, which Subsidy Payment shall be applied as provided in the Supplemental Indenture relating to the Series of Bonds for which such Subsidy Payment is received.

Interim Revenues means all revenues of the Authority under the Interim Revenues Provision (a specified provision under the Existing Southern Transmission System Agreement). Interim Revenues will not be available to pay debt service due on and after the Transition Date. The Interim Revenues Provision provides that, prior to the Transition Date, amounts equal to the debt service on all bonds (including the 2025 Bonds), notes or other evidences of indebtedness issued by Authority to finance acquisition and construction costs allocable to the Project shall be payable by IPA to the Authority, and in turn billed to, and payable by, each Original Transmission Service Purchaser pursuant to its Original Power Sales Contract in proportion to its respective capacity rights in the Southern Transmission System under the Original Transmission Service Contracts. In furtherance of the foregoing, on or before the date of issuance of the 2025 Bonds, the Authority will submit to IPA a budget reflecting such debt service (including each payment

due as part of such debt service and the due date for each such payment) for the period commencing on the date of issuance and ending on the day prior to the Transition Date. The Authority will also provide to IPA a billing for each such debt service payment due during such period at least twenty (20) days prior to the due date for such debt service payment. Based upon such budgets and billings, prior to the Transition Date, IPA will include in its billings of monthly power costs allocated to the Southern Transmission System to the Original Transmission Service Purchasers (in proportion to their respective capacity rights in the Southern Transmission System under the Original Transmission Service Contracts) such amounts as shall be sufficient to pay to the Authority the amount of such debt service on or before the due date thereof, and, subject to the limitations contained in the Existing Southern Transmission System Agreement, will pay such amounts to the Authority on or before the due date thereof. Without limiting the foregoing, IPA's foregoing obligation to pay the Authority amounts billed by the Authority are special limited obligations payable solely from amounts IPA receives from the Original Transmission Service Purchasers for such purpose. The obligations of Original Transmission Service Purchasers pursuant to the Original Power Sales Contracts to pay such bills from IPA constitute operating expenses of the respective Original Transmission Service Purchasers, payable solely from their respective electric system revenues. As operating expenses of their respective electric systems, such payment obligations of LADWP and all other of its "take or pay" contract obligations are payable on parity with LADWP's electric system revenue bonds (see "THE PROJECT PARTICIPANT WITH THE LARGEST RENEWAL TRANSMISSION SERVICE SHARE" in Appendix A hereto) and such payment obligations of the other Original Transmission Service Purchasers and all other of their "take or pay" contract obligations are payable prior to the payment of debt service on the revenue bonds of their electric systems.

The following table sets forth the proportionate shares of each of the Original Transmission Service Purchasers with respect to the billings described above.

<u>Original Transmission Service Purchasers</u>	<u>Share</u>
Department of Water and Power of Los Angeles	59.534%
City of Anaheim	17.647
City of Riverside	10.164
City of Pasadena	5.883
City of Burbank	4.498
City of Glendale	<u>2.274</u>
Total	100.000%

A portion of the proceeds of the 2025-1 Bonds will be deposited to the 2025-1 Debt Service Account established under the Indenture on the date of delivery of the 2025-1 Bonds. A portion of the proceeds of the 2025-2 Bonds will be deposited to the 2025-2 Debt Service Account established under the Indenture on the date of delivery of the 2025-2 Bonds. The Authority expects that such amount, together with investment earnings thereon, will fund a portion of interest payments on the 2025-1 Bonds and the 2025-2 Bond through July 1, 20[29], correspondingly reducing reliance on Interim Revenues to fund 2025 Bonds interest due before the Transition Date. 2025 Bonds principal payments scheduled to be due before the scheduled Transition Date of June 16, 2027, if any, will be funded from Interim Revenues. 2025 Bonds principal and interest (net of expected capitalized interest) through the scheduled Transition Date are estimated to be \$[] million.* See "INTRODUCTION – Background; Development of the Southern Transmission System and Related Contracts – *Contracts Related to the Southern Transmission System Renewal Project*" herein.

* Preliminary, subject to change.

A portion of the proceeds of the 2023-1 Bonds, the 2023-1A Bonds and the 2024-1 Bonds, on their respective issuance dates, were deposited to the related debt service accounts established under the Indenture and, a portion of the proceeds of the 2025 Bonds will also be deposited to such debt service accounts. The Authority expects that such amounts, together with investment earnings thereon, will fund a portion of interest payments on the 2023-1 Bonds and 2023-1A Bonds, respectively, through July 1, 20[29].

The 2025 Bonds are not obligations of the State of California, any public agency thereof (other than the Authority), the Project Participant or any other member of the Authority, and neither the faith and credit nor the taxing power of any of the foregoing (including the Authority) is pledged for the payment of the 2025 Bonds. The 2025 Bonds shall not constitute the debt or indebtedness of the Authority within the meaning of any debt limitation of the Constitution or statutes of the State of California and shall not constitute nor give rise to a pecuniary liability of the Authority or a charge against its general credit. The Authority has no taxing power.

See “SUMMARIES OF CERTAIN DOCUMENTS – INDENTURE” in Appendix C hereto for further discussion of certain of the terms and provisions of the Indenture.

Authority Rate Covenant

Pursuant to the Indenture, the Authority has covenanted to at all times establish and collect (or cause to be collected) (i) amounts for the use of the Authority Capacity (including amounts payable under the Renewal Transmission Service Contracts) and (ii) amounts under the Interim Revenues Provision, as shall be required to provide Revenues at least sufficient in each Fiscal Year, together with other available funds, for the payment of:

- (1) Authority Operating Expenses during such Fiscal Year;
- (2) An amount equal to the Aggregate Debt Service (which is calculated net of capitalized interest) for such Fiscal Year;
- (3) The amount, if any, to be paid during such Fiscal Year into the Participating Bonds Debt Service Reserve Account and any Series Debt Service Reserve Account;
- (4) The amount, if any, to be paid during such Fiscal Year into the Reserve and Contingency Fund;
- (5) The amount, if any, required to be paid into any fund or account during such Fiscal Year with respect to bonds, notes or other evidences of indebtedness payable on a basis subordinate to the Bonds;
- (6) The amount, if any, required to be deposited in the General Reserve Fund during such Fiscal Year; and
- (7) The amount, if any, required to pay all other charges or liens whatsoever payable out of Revenues during such Fiscal Year.

Flow of Funds

The Indenture establishes the following Funds and Accounts (each of which is held by the Trustee): Construction Fund, Revenue Fund; Operating Fund (consisting of the Operating Account and the Operating

Reserve Account); Debt Service Fund; Debt Service Reserve Fund; Reserve and Contingency Fund; and General Reserve Fund. The Construction Fund under the Indenture includes the following accounts therein: (A)(i) the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Project Account and (ii) the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Costs of Issuance Subaccount therein as established under the Fourth Supplemental Indenture relating to the 2025-1 Bonds, and (B)(i) the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Project Account and (ii) the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Costs of Issuance Subaccount therein as established under the Fifth Supplemental Indenture relating to the 2025-2 Bonds. The Debt Service Fund under the Indenture includes the following accounts therein: (A) the Participating Bonds Debt Service Account; (B) each Series Debt Service Account established pursuant to a Supplemental Indenture providing for the issuance of a Series of Bonds that are not Participating Bonds, including the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Account therein as established under the Fourth Supplemental Indenture relating to the 2025-1 Bonds and the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Account therein as established under the Fifth Supplemental Indenture relating to the 2025-2 Bonds (the Participating Bonds Debt Service Account and each Series Debt Service Account under the Indenture being referred to under this caption as a “Debt Service Account”); and (C) each Letter of Credit Account, if any, established pursuant to a Supplemental Indenture providing for the issuance of a Series of Bonds for which a Letter of Credit is provided. The Debt Service Reserve Fund under the Indenture includes the following accounts therein: (A) the Participating Bonds Debt Service Reserve Account; and (B) each Series Debt Service Reserve Account (if any) established pursuant to a Supplemental Indenture providing for the issuance of a Series of Bonds that are not Participating Bonds, including the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Reserve Account therein (which account is not being funded in connection with the issuance of the 2025-1 Bonds) as established under the Fourth Supplemental Indenture relating to the 2025-1 Bonds and the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Reserve Account therein (which account is not being funded in connection with the issuance of the 2025-2 Bonds) as established under the Fifth Supplemental Indenture relating to the 2025-2 Bonds (the Participating Bonds Debt Service Reserve Account and each Series Debt Service Reserve Account under the Indenture being referred to under this caption as a “Debt Service Reserve Account”).

Pursuant to the Indenture, all Revenues received are to be deposited promptly in the Revenue Fund. Amounts in the Revenue Fund are to be paid monthly to the following Funds and Accounts in the following order of priority:

(1) To the (i) Operating Account, a sum that is equal to the total moneys appropriated for Authority Operating Expenses for deposit in the Operating Account as provided in the Annual Budget for the then current month and (ii) Operating Reserve Account, the amount required so that the amount in the Operating Reserve Account will equal the amount (if any) required to be in such Account as provided in the Annual Budget. There may be deposited in the Operating Reserve Account proceeds of Bonds or any portion thereof or moneys received in connection with the Southern Transmission System or any portion thereof from any other source, as provided in the Indenture, unless required to be applied as otherwise provided in the Indenture. Any excess amounts in the Operating Account or the Operating Reserve Account, as determined by the Authority, will be applied to make up any deficiencies in the other Funds or Accounts established pursuant to the Indenture as described therein; and thereafter any remaining excess shall be transferred to the General Reserve Fund.

(2) To the Debt Service Fund (for the ratable security and payment pursuant to clause (i) and clause (ii) of this paragraph (2) (except as otherwise provided in the Indenture and subject to the provisions thereof)), (i) (A) for credit to the Participating Bonds Debt Service Account the

amount, if any, required so that the balance in said Account shall equal the Accrued Debt Service with respect to Bonds that are Participating Bonds as of the last day of the then current month, and (B) for credit to each Series Debt Service Account, the amount, if any, required so that the balance in each such Account shall equal the Accrued Debt Service with respect to the related Series of Bonds that are not Participating Bonds as of the last day of the then current month (excluding the amount, if any, set aside in such Account from the proceeds of Bonds (including amounts, if any, transferred from the Construction Fund) for the payment of interest on the related Bonds, less that amount of such proceeds to be applied in accordance with the Indenture to the payment of interest accrued and unpaid and to accrue on such related Bonds to the last day of the then current month and determining the amount of Accrued Debt Service with respect to Variable Interest Rate Bonds in accordance with the Supplemental Indenture authorizing such Variable Interest Rate Bonds) and (ii) (A) for credit to the Participating Bonds Debt Service Account, the amounts due and payable by the Authority during such month under any Parity Swap which shall be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for Participating Bonds as provided in the related Supplemental Indenture or Supplemental Indentures, and (B) for credit to each Series Debt Service Account, the amounts due and payable by the Authority during such month under any Parity Swap which shall be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for the related Series of Bonds as provided in the related Supplemental Indenture or Supplemental Indentures (with any termination payments under any Parity Swaps to be payable on a basis subordinate and junior to the payments to be made on the Bonds); provided, however, that, in any event, if there is a deficiency of Revenues to make all of the deposits required, such Revenues shall be deposited into each Debt Service Account on a pro rata basis based on the amounts due. The Trustee will apply amounts in the Participating Bonds Debt Service Account to the payment of principal of and interest on the Bonds that are Participating Bonds, and will apply amounts in each Series Debt Service Account to the payment of principal of and interest on the related Series of Bonds. Amounts set aside for the payment of Parity Swaps will be applied by the Trustee to any regularly-scheduled amounts due and payable by the Authority under any such Parity Swap on the due date therefor.

(3) To the Debt Service Reserve Fund, for credit to the Participating Bonds Debt Service Reserve Account and each Series Debt Service Reserve Account, the amount, if any, required to be deposited therein so that the balance in each such Account shall be equal to the requirement therefor as of the last day of the then current month; provided, however, that, in any event, if there shall be a deficiency of Revenues to make all of the deposits required, such Revenues shall be deposited into each Debt Service Reserve Account on a pro rata basis based on the amounts due. **Pursuant to the Fourth Supplemental Indenture, the debt service reserve requirement for the 2025-1 Bonds shall be \$0, and no Debt Service Reserve Account will be funded with respect to the 2025-1 Bonds. Pursuant to the Fifth Supplemental Indenture, the debt service reserve requirement for the 2025-2 Bonds shall be \$0, and no Debt Service Reserve Account will be funded with respect to the 2025-2 Bonds.**

(4) To the Reserve and Contingency Fund, the amount, if any, provided for deposit therein during the then current month as provided in the Annual Budget, in accordance with written instructions from the Authority.

(5) To the General Reserve Fund, the balance, if any, in the Revenue Fund after making the above deposits.

For a more detailed discussion of the application of moneys deposited in the various funds and accounts under the Indenture, see APPENDIX C – “SUMMARIES OF CERTAIN DOCUMENTS – INDENTURE – Application of Revenues.”

No Funded Debt Service Reserve Account

Pursuant to the Fourth Supplemental Indenture, the 2025 Bonds are not “Participating Bonds” under the Indenture and will not be secured by the Participating Bonds Debt Service Reserve Account created under the Indenture. **The Fourth Supplemental Indenture further provides that the 2025-1 Debt Service Reserve Requirement for the 2025-1 Bonds shall be \$0, and therefore, no Series Debt Service Reserve Account will be funded with respect to any of the 2025-1 Bonds. The Fifth Supplemental Indenture further provides that the 2025-2 Debt Service Reserve Requirement for the 2025-2 Bonds shall be \$0, and therefore, no Series Debt Service Reserve Account will be funded with respect to any of the 2025-2 Bonds.**

Outstanding Bonds and Additional Bonds

Upon issuance of the 2025 Bonds, there will be outstanding \$[_____] principal amount of the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2023-1, \$[_____] principal amount of the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2023-1A and \$[_____] principal amount of the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2024-1 payable from Revenues on a parity with the 2025 Bonds. The Authority reserves the right to issue additional Bonds under the Indenture for the purposes of the Southern Transmission System Renewal Project on, and subject to, the terms and conditions set forth in the Indenture. The Authority currently expects to undertake additional issuances of Bonds in [20__ and 20__] to complete the financing of the Project. See “SOUTHERN TRANSMISSION SYSTEM.”

Refunding Bonds may also be issued subject to certain terms and conditions. Such Bonds would rank equally as to security and payment with the 2025 Bonds and other Bonds issued under the Indenture. See “SUMMARIES OF CERTAIN DOCUMENTS – INDENTURE – Certain Requirements of and Conditions to Issuance of Bonds” and “- Refunding Bonds” in Appendix B hereto.

Annual Budget

The Renewal Transmission Service Contracts and the Indenture require the Authority to adopt an Annual Budget not less than 30 nor more than 45 days prior to the beginning of each Transmission Service Year. Each Annual Budget will incorporate therein all items comprising a part of Monthly Transmission Costs, estimated Revenues required to be collected and the estimated amount to be deposited in each month in the Funds and Accounts under the Indenture (including the amounts required (or in good faith estimated to be required) for the accrual or payment (as applicable) of Accrued Debt Service on the Bonds, the payment of Authority Operating Expenses, the funding or replenishment of any reserves (including all Accounts in the Debt Service Reserve Fund) required by the Indenture, provision for any general reserve for Authority Operating Expenses and the estimated amount to be deposited in the Reserve and Contingency Fund (if any), and provision for any such other expenditures and deposits as the Authority shall determine shall be necessary or appropriate so as to enable the Authority to comply with the Indenture and the Renewal Transmission Project Contracts. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Renewal Transmission Service Contracts.” If there are at any time during any Fiscal Year extraordinary receipts or payments of unusual costs with respect to the Authority Capacity, or the amount in the Debt Service Fund or the Debt Service Reserve Fund shall be less than the respective balances required by the Indenture, the Authority shall promptly adopt in accordance with the provisions of the Renewal Transmission Service Contracts and file with the Trustee an amended Annual Budget for the remainder of such Fiscal Year. The Authority may also at any time adopt in accordance with the provisions of the Renewal Transmission Service Contracts and file with the Trustee an amended Annual Budget for the remainder of the then current Fiscal Year.

Renewal Transmission Service Contracts

General. The Authority has entered into a Renewal Transmission Service Contract with respect to the Southern Transmission System Renewal Project with each Project Participant pursuant to which the Authority agrees to provide to such Project Participant its Renewal Transmission Service Share of transmission service utilizing the Authority Capacity from and after the Transition Date.

Term of Renewal Transmission Service Contracts. Except as provided therein, each Renewal Transmission Service Contract between the Authority and a Project Participant constitutes an obligation of the parties until the terms of all of the Renewal Transmission Service Contracts expire on June 15, 2077 or such later date as all Bonds and the interest thereon shall have been paid in full or adequate provision for such payment shall have been made. Until all Bonds and the interest thereon shall have been paid in full or until provision has been made for such payment, the Renewal Transmission Service Contracts may not be terminated, amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for Bonds or extend the time of such payments or which will in any manner impair or adversely affect the rights or security of the holders from time to time of Bonds. Under the Renewal Transmission Service Contracts, payments by Project Participants in respect of debt service on the Bonds are required only for such debt service that is due on or after the Transition Date.

Covenant to Maintain Sufficient Rates. Each Project Participant has covenanted in its Renewal Transmission Service Contract to establish, maintain and collect rates and charges for the electric service it furnishes sufficient to provide revenues which, together with its available electric system reserves, are adequate to enable it to pay the Authority all amounts payable when due under its Renewal Transmission Service Contract and to pay all other amounts payable from, and all liens on and lawful charges against, its electric system revenues.

“Take-or-Pay” Obligation. Payments are to be made by the Project Participants on a “take-or-pay” basis, that is, whether or not the Project or any part thereof has been completed, whether or not the Southern Transmission System is operating or operable or its service is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatever.

The payment obligations under the Renewal Transmission Service Contracts constitute a cost of transmission service and an operating expense of the respective Project Participants, payable solely from their electric system revenues. As operating expenses of their respective electric systems, the payment obligations of LADWP under its Renewal Transmission Service Contract and all other of its “take-or-pay” contract obligations are payable on a parity with LADWP’s electric system revenue bonds, and the payment obligations of the other Project Participants under their respective Renewal Transmission Service Contracts and all other of their “take-or-pay” contract obligations are payable prior to the payment of debt service on the revenue bonds of their electric systems.

Monthly Costs. The Renewal Transmission Service Contracts provide that the obligations of the Project Participants under the respective Renewal Transmission Service Contracts are several and not joint. During each Transmission Service Year, each Project Participant is obligated to pay its share of Monthly Transmission Costs, which consist of all of the Authority’s costs resulting from the acquisition, financing and refinancing of Authority Capacity, to the extent not paid from the proceeds of the Bonds or other debt obligations (provided, however, that such costs do not include any amounts that are included or to be included in a Step-Up Invoice (described below)), as well as the amounts set forth in any Step-Up Invoice or Default Invoice submitted by the Authority to the Project Participant. The Project Participants’ obligations to make payments under the Renewal Transmission Service Contracts commence on the

Transition Date. Pursuant to the Renewal Transmission Service Contracts, such Monthly Transmission Costs are to be billed by the Authority to the Project Participants by the tenth calendar day of each month for the then current month based on the estimates contained in the Annual Budget prepared by the Authority prior to the beginning of each Transmission Service Year, as such Annual Budget may be amended during such year, and are to be paid by the Project Participants on or before ten days after receipt of such billing statement therefor. Such Monthly Transmission Costs include, without limitation:

(1) Monthly Power Costs (as defined in the Renewal Power Sales Contracts) allocable to the Southern Transmission System (this clause (1) referred to below as the “Monthly Power Cost component”);

(2) The amount which is required under the Indenture to be paid or deposited during such Month into any funds or accounts established by the Indenture for debt service and for any reserve requirements or other requirements for Bonds or other debt obligations issued or incurred under the Indenture; provided, however, such amounts shall not include any amounts included or to be included in a Step-Up Invoice;

(3) One-twelfth of the amount (not otherwise included above) which is required under the Indenture to be paid or deposited during such Transmission Service Year into any funds or accounts established by the Indenture; and shall include, without limitation, amounts required to make up a deficiency in any such fund or account whether or not resulting from a default in payments by any Project Participant; provided, however, such amounts shall not include any amounts included or to be included in a Step-Up Invoice (clause (2) above and this clause (3) referred to below as the “Indenture cost component”);

(4) One-twelfth of the costs of providing transmission service during the then current Transmission Service Year (not otherwise included above); and

(5) One-twelfth of the amount necessary during the then current Transmission Service Year to pay or provide reserves for all taxes which the Authority is required to pay with respect to Authority Capacity (not otherwise included above) (clause (4) above and this clause (5) referred to below as the “transmission cost component”).

The amount of Monthly Transmission Costs to be paid by each Project Participant for any month shall be its Renewal Transmission Service Share times the Monthly Transmission Costs for such month.

Statements and Reports. Subject to the Renewal Southern Transmission System Agreement and the Renewal Power Sales Contracts, the Authority will prepare or cause to be prepared and issue to the Project Participants the following reports each calendar quarter of the Transmission Service Year:

- (1) Financial and operating statements relating to the Southern Transmission System;
- (2) Status of Annual Budget; and
- (3) Analysis of operations relating to the Southern Transmission System.

Amendment of Annual Budget. If there are at any time during any Fiscal Year extraordinary receipts or payments of unusual costs with respect to the Authority Capacity, or the amount in the Debt Service Fund or the Debt Service Reserve Fund is less than the respective balances required by the Indenture, the Authority is required to promptly adopt in accordance with the provisions of the Renewal Transmission Service Contracts and file with the Trustee an amended Annual Budget for the remainder of

such Fiscal Year. The Authority may also at any time adopt in accordance with the provisions of the Renewal Transmission Service Contracts and file with the Trustee an amended Annual Budget for the remainder of the then current Fiscal Year.

Reconciliation of Monthly Costs. On or before 150 days after the end of each Transmission Service Year, the Authority will submit to the Project Participants a detailed statement of the actual aggregate Monthly Transmission Costs and other amounts payable the Renewal Transmission Service Contracts, including credits thereto, for all of the Months of such Transmission Service Year, and the adjustments of the aggregate Monthly Transmission Costs and other amounts payable thereunder, if any, for any prior Transmission Service Year, based on the annual audit of accounts provided for in the Renewal Transmission Service Contracts. If the actual aggregate Monthly Transmission Costs or other amounts payable for any Transmission Service Year exceed the amount thereof which Project Participants have been billed, the Project Participants shall promptly pay to the Trustee its share of such excess. If the actual aggregate Monthly Transmission Costs or other amounts payable for any Transmission Service Year are less than the amount therefor which Project Participants have been billed, the Authority shall credit such excess to the Project Participants in accordance with its customary procedures. In the event that the failure of a Project Participant to make its payments in accordance with its Renewal Transmission Service Contract results in the application of amounts in any fund under the Indenture to the payment of costs payable from such fund and the other Project Participants shall have made up the deficiency created by such application or paid additional amounts into such fund, amounts thereafter paid to the Trustee by the failing Project Participant for application to such past due payments including interest at one and one-half percent per Month shall be credited on the Billing Statements of such other Project Participants in the next Month or Months as shall be appropriate.

Project Participant's Failure to Pay Billing Statement. In the event a Project Participant fails to pay all or a portion of its Billing Statement by the due date (a "Payment Default") and fails to cure by the earlier of five days thereafter or the last day of the then current month, the Authority will issue an invoice to the Project Participant identifying the total defaulted amount owed, including late payment interest (a "Default Invoice").

Payment Default May Affect Other Project Participants; Step-Up Invoices. If a Project Participant fails to pay its Billing Statement when due, the shortfall in Revenues will be allocated proportionately among all the non-defaulting Project Participants as and to the extent described below.

In the event of a Payment Default by one or more Project Participants, the Authority shall provide by the fifth day of the month following such Payment Default(s) a separate Step-Up Invoice to each non-defaulting Project Participant that specifies such party's pro rata share, based upon the Renewal Transmission Service Shares of all non-defaulting Project Participant, of the amount of the Payment Default(s) set forth in the Billing Statement(s) for the defaulting Project Participant (s). Notwithstanding the previous sentence, the amount of a Step-Up Invoice provided to a non-defaulting Project Participant shall not exceed 15% of the amount that such non-defaulting Project Participant was billed in its Billing Statement (excluding amounts billed under any prior Step-Up Invoice) for the Month preceding such monthly Step-Up Invoice; provided, however, that upon payment in full of all Bonds and termination of the applicable Renewal Transmission Service Contract, a non-defaulting Project Participant shall not be obligated or otherwise liable for any amounts owed by any other Project Participant.

If a Project Participant pays less than the total amount of its Step-Up Invoice, such failure constitutes a Payment Default and the Authority shall provide by the fifth day of the month following such Payment Default a separate Default Invoice to the applicable Project Participant that identifies the total defaulted amount owed, including late payment interest.

Application of Moneys Received from Step-Up Invoices. Moneys received by or on behalf of the Authority from the payment of Step-Up Invoices relating to a Payment Default of a Project Participant shall be applied in the following manner: (1) moneys received from Project Participants in respect of the Monthly Power Costs component and the transmission costs component, as set forth in the Step-Up Invoice, shall be forwarded to the Trustee for deposit into the Revenue Fund under the Indenture; and (2) moneys received from Project Participants in respect of the Indenture cost component, as set forth in the Step-Up Invoices shall, be forwarded to the Trustee for deposit directly into the Debt Service Fund under the Indenture. Any partial payment shall be applied in the following order: (i) first to the payment of the Monthly Power Costs component and transmission costs component, on a pro rata basis in the event of any deficiency, and (ii) thereafter to the payment of the Indenture cost component.

Application of Moneys Received from Default Invoices. Moneys received by or on behalf of the Authority from the payment of Default Invoices shall be applied in the following manner: (1) The Authority shall credit on each non-defaulting Project Participant's next Billing Statement an amount equal to the aggregate amount such non-defaulting Project Participant paid as a result of Step-Up Invoices with respect to such Default Invoice, plus a pro rata share, based upon the Renewal Transmission Service Shares of the non-defaulting Project Participants, of the amount the Authority received regarding late payment interest charges. In the event a Defaulting Project Participant pays less than the full amount of its Default Invoice, the credit to each non-defaulting Project Participant shall be adjusted proportionately. (2) The Authority shall forward or cause to be forwarded to the Trustee for deposit into the Revenue Fund of the Indenture moneys received with respect to the payment of Default Invoices.

Remedies; Transfer of Rights of Defaulting Project Participants. In the event of a default or inability to perform by a Project Participant under its Renewal Transmission Service Contract, the Authority shall bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to enforce any covenant, agreement or obligation against the Project Participant. The Renewal Transmission Service Contracts also provide that if a payment due under a Renewal Transmission Service Contract remains unpaid when due, the Authority may, upon 90 days' written notice to the Project Participant, discontinue transmission service to such Project Participant while the default continues.

In the event of a default by a Project Participant and the discontinuance of transmission service, the Authority shall transfer on a pro rata basis to all requesting Project Participants which are not in default and pursuant to procedures established by the Board of Directors, the defaulting Project Participant's rights to transmission service which shall have been discontinued by reason of such default, and such requesting Project Participants shall assume the defaulting Project Participant's obligations with respect to such rights so transferred, and if any of the defaulting Project Participant's rights with respect to transmission service are not so transferred, the Authority shall, to the extent possible, dispose of such remaining portion on the best terms readily available; provided, however, that the Authority may not transfer or dispose of such defaulting Project Participant's rights and obligations in such a manner as shall, in the opinion of Special Tax Counsel, adversely affect the federal tax exemption for any Bonds, and provided, further, that the obligation of the defaulting Project Participant to make payments under its Renewal Transmission Service Contract including the costs to the Authority related to such default, transfer and sale, shall be reduced to the extent that payments are received as provided in the Renewal Transmission Service Contract for that portion of the defaulting Project Participant's rights with respect to transmission service which are so transferred or disposed. Except as a result of the receipt of payments due to a transfer of the defaulting Project Participant's rights to transmission service, the discontinuance of transmission service to a defaulting Project Participant by the Authority will not reduce the obligation of such Project Participant to make payments under its Renewal Transmission Service Contract.

See “SUMMARIES OF CERTAIN DOCUMENT – RENEWAL TRANSMISSION SERVICE CONTRACTS” in Appendix C hereto for a discussion of certain additional provisions of the Renewal Transmission Service Contracts.

SOUTHERN TRANSMISSION SYSTEM AND THE PROJECT

General Description

The Southern Transmission System constitutes one of the components of the IPP. See “INTERMOUNTAIN POWER AGENCY AND INTERMOUNTAIN POWER PROJECT – INTERMOUNTAIN POWER PROJECT” in Appendix B hereto for a more detailed description of the IPP.

The Southern Transmission System currently consists of: (a) the AC/DC Intermountain Converter Station adjacent to the IPP AC switchyard; (b) the ± 500 -kV DC bi-pole transmission line (“HVDC transmission line”), approximately 488 miles in length, from the Intermountain Converter Station to the City of Adelanto, California; (c) the AC/DC Adelanto Converter Station, where the Southern Transmission System connects to the switching and transmission facilities of the LADWP; and (d) related microwave communication system facilities. The HVDC transmission line is designed to have the capability of transmitting in excess of the aggregate Generation Station Production anticipated to be delivered to the Project Participants. The AC/DC converter stations each consist of two solid state converter valve groups and have a combined rating of 2,400 MW. The microwave communication system facilities are used for Generation Station dispatch, for IPP communication, and for control and protection of the Southern Transmission System. The microwave system facilities are located along two routes between the Generation Station and Adelanto, forming a loop network.

The Authority’s existing Southern Transmission Project was undertaken in connection with the development and financing of the existing Southern Transmission System. See “SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY – Other Bond-Financed Projects of the Authority – Southern Transmission Project” herein.

The Project is the planned upgrade and renewal of the Southern Transmission System related to IPA’s replacement of the current coal-fired generation facilities of the IPP with natural gas-fired combustion turbine generating units capable of utilizing hydrogen for 840 MW net generation output, heat recovery steam generators and steam turbines and related facilities (earlier defined as the “IPP Repowering Project”). IPP plans to use renewable energy-powered electrolysis to split water into oxygen and hydrogen, storing the latter in underground salt caverns for use as fuel to drive the new electricity-generating turbines. The new natural gas generating units will be designed to utilize 30% hydrogen fuel at start-up, transitioning to 100% hydrogen fuel by 2045 as technology improves. IPA released a request for proposals in June 2020 soliciting responses from developers and vendors to provide solutions for a project to supply the IPP units with green hydrogen fuel (i.e., hydrogen created solely by use of renewable energy) to support the goal of operating with a blend of 30% green hydrogen starting in 2025 and the subsequent goal of reaching 100% green hydrogen-fueled operation by 2045, pending the availability and the advancement of the required technology to reach those scales. The request for proposals also included proposals for hydrogen storage facilities adjacent to the existing site. An initial contract was established in early 2022 securing energy conversion and storage services. This contract will provide the ability to convert renewable energy into green hydrogen to fuel the new generating units in 2025.

The new generating units will be located at the site of the existing generation facilities near Delta, in Millard County, Utah. See also “THE PROJECT PARTICIPANT WITH THE LARGEST RENEWAL TRANSMISSION SERVICE SHARE – THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – Intermountain Power Project” in Appendix A hereto.

The Project includes construction and installation of major additions and improvements to, and renewals of, the Southern Transmission System to extend its useful life. The STS Renewal Project includes new converter stations and AC switchyard expansions at the Adelanto Converter Station and the Intermountain Converter Station, and reactive power equipment. The new converter stations will include new HVDC converter buildings; new HVDC converter equipment, including thyristor valves, cooling equipment, AC filters, converter transformers, smoothing reactors, and protection and control systems; new DC switchyards, including DC filters and neutral bus breakers; and other work such as site preparation and grounding. The AC switchyard expansion at the Adelanto Converter Station and the Intermountain Converter Station will include additional bays for the new converter stations and the associated protections and controls for those bay positions. Additional AC system support and reactive power support in the form of new synchronous condensers will be installed at IPP due to the reduction from 1,800 MW of coal to 840 MW of natural gas-fueled generation. Estimated project costs increased and the final in-service date was extended primarily due to a change in scope requested by LADWP and the cities of Burbank and Glendale to upgrade the capacity of portions of the converter stations to 3,000 MW. The current cost estimate for the Project is approximately \$2.7 billion. LADWP will manage improvements at the Adelanto AC switchyard. Third-party contracts have been awarded for improvements at the AC switchyard at the IPP and the converter stations in Adelanto and at the IPP, and for synchronous condensers. Construction began at the IPP AC switchyard in June 2022, the Adelanto Switchyard in July 2022, and the synchronous condenser in July 2023. Construction began at the Intermountain Converter Station in January 2025 and the Adelanto Converter Station in December 2024. Project components are currently scheduled to enter service on various dates through April 2028.

Under the Construction Management and Operating Agreement, LADWP's actions and recommendations in its role as Project Manager and Operating Agent for IPP, including the Southern Transmission System Renewal Project, are subject to review, modification and approval by the IPP Coordinating Committee. LADWP is required to operate and maintain the Southern Transmission System in accordance with prudent utility practices.

Previous Upgrades and Operations

The Southern Transmission Project has operated with excellent availability and reliability. Previous upgrade projects have increased the capacity of the Southern Transmission System from 1,920 MW to 2,400 MW. The Southern Transmission System currently includes a ± 500 -kV DC bi-pole transmission line. When one pole is out of service, the Southern Transmission Project is designed to operate in a mono-polar mode at a reduced capacity rating of 1,200 MW. Because the Southern Transmission Project is designed to operate in this manner, reliability for system planning purposes is essentially equivalent to that of two AC transmission lines.

During the fiscal year ended June 30, 2024, transmission availability (one or both poles on) was approximately 97.3%. Scheduled outages are largely controlled to occur simultaneously with scheduled generating unit outages and thus do not interfere significantly with scheduled energy deliveries.

In the fiscal year ended June 30, 2024, the Original Transmission Service Purchasers received approximately 4.6 million MWh of energy over the line, consisting of a majority from IPP and the balance from Milford Wind Corridor Phase I Project, Milford Wind Corridor Phase II and various other purchases by certain of the Original Transmission Service Purchasers.

See "INTERMOUNTAIN POWER PROJECT AND INTERMOUNTAIN POWER AGENCY – INTERMOUNTAIN POWER PROJECT – General Description" in Appendix B for additional information regarding the operations of the Southern Transmission Project.

Operating Statistics

The operating results of the IPP Generating Station during the last five fiscal years are shown in the following table. Based on historical experience of comparable generating units, the Authority currently expects that over the life of the plant the IPP Generating Station will continue to achieve the above-average levels of performance demonstrated to date.

Operating Statistics

	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Industry Average Calendar Years
	<u>2019-20⁽¹⁾</u>	<u>2020-21⁽²⁾</u>	<u>2021-22⁽³⁾</u>	<u>2022-23⁽⁴⁾</u>	<u>2023-24⁽⁵⁾</u>	<u>2019-23⁽⁶⁾</u>
Gross Energy Generated (MWh)						
Unit 1	3,724,186	3,808,747	3,126,525	2,764,193	2,739,388	2,106,237
Unit 2	3,642,927	4,070,442	2,969,883	3,714,375	1,873,221	2,106,237
Net Energy Generated (MWh)						
Unit 1	3,443,031	3,537,724	2,873,350	2,537,344	2,496,799	1,875,459
Unit 2	3,362,157	3,763,675	2,731,012	3,418,622	1,649,669	1,875,459
Plant Capacity Factor⁽⁷⁾						
Unit 1	43.55%	44.87%	36.45%	32.20%	31.58%	42.29%
Unit 2	42.53%	47.74%	34.64%	43.36%	20.87%	42.29%
Operating Availability⁽⁸⁾						
Unit 1	96.53%	85.20%	95.66%	88.07%	100.00%	80.62%
Unit 2	93.27%	94.91%	84.02%	97.16%	91.00%	80.62%
Equivalent Availability⁽⁹⁾						
Unit 1	96.48%	85.17%	95.66%	87.80%	100.00%	78.41%
Unit 2	93.21%	94.36%	83.87%	97.16%	90.94%	78.41%
Net Unit Heat Rate (BTU/kWh)⁽¹⁰⁾						
Unit 1	10,428	10,174	10,227	10,182	10,469	10,895
Unit 2	10,324	10,247	10,122	10,167	10,941	10,895

- (1) Reflects the following 2019-20 scheduled maintenance outages and forced outages: Unit 2 Spring (3.5 weeks) and Unit 1 Spring 2020 (8.9 days). Unplanned maintenance outages: Unit 1 (0 days) and Unit 2 (0 days); and forced outage Unit 1 (3.9 days) and Unit 2 (0.03 days). Switched unit from planned outage schedule and shortened due to COVID-19 restrictions (no U1 major outage).
- (2) Reflects the following 2020-21 scheduled maintenance outages and forced outages: Unit 1 Spring (7 weeks) and Unit 2 Spring 2021 (9.2 days). Unplanned maintenance outages: Unit 1 (3.2 days) and Unit 2 (5.9 days); and forced outages: Unit 1 (0.07 days) and Unit 2 (3.4 days).
- (3) Reflects the following 2021-22 scheduled maintenance outages and forced outages: Unit 2 Spring 2022 (8.3 weeks) and Unit 1 Spring 2022 (11.8 days). Unplanned maintenance outages: Unit 1 (0.0 days) and Unit 2 (0.0 days); forced outages: Unit 1 (4.0 days) and Unit 2 (0.28 days); and reserve shutdown for coal conservation: Unit 1 (8.9 weeks) and Unit 2 (8.1 weeks).
- (4) Reflects the following 2022-23 scheduled maintenance outages and forced outages: Unit 1 Spring 2023 (6.2 weeks) and Unit 2 Spring 2023 (9.9 days). Unplanned maintenance outages: Unit 1 (0.0 days) and Unit 2 (0.0 days); and forced outages Unit 1 (4.4 hours) and Unit 2 (10.4 hours). Reserve Shutdown for coal conservation: Unit 1 (12.3 weeks) and Unit 2 (9.2 weeks).
- (5) Reflects the following 2023-24 scheduled maintenance outages: Unit 1 Spring 2024 (0.0 weeks) and Unit 2 Spring 2024 (4.4 weeks). Unplanned maintenance outages: Unit 1 (0.0 days) and Unit 2 (1.9 days); and forced outages Unit 1 (0.00 hours) and Unit 2 (13.3 hours). Reserve Shutdown for coal conservation: Unit 1 (11.9 weeks) and Unit 2 (18.8 weeks).
- (6) Industry average figures, except heat rate and energy generated, are as reported by NERC for coal-fired units rated 800-999 MW and are the composite averages of 55 units in the years for the calendar years 2019-2023. Average net station heat rate and Net Energy Generated are compiled and cited from Form EIA-923 released by the Energy Information Administration of the U.S. Department of Energy and Gross Energy Generated is compiled from the EPA Data Air Markets Program Data for 2022 for the top 25 largest western coal-fired power plants.
- (7) The Plant Capacity Factor for a unit is the ratio of the net energy generated by that unit to the net maximum capability of that unit times the hours in the period and reflects the unit availability as well as the actual power produced by the unit.
- (8) The Operating Availability is the ratio of hours in the period that the unit is capable of operating at some level to the number of hours in the period.
- (9) The Equivalent Availability factor provides an adjustment of the Operating Availability by incorporating the effect of de-ratings (losses in MW capability) and is essentially equivalent to the percentage of time during a period during which a unit was available for maximum net capability operation.
- (10) The Unit Heat Rate is a measure of the efficiency of the unit and shows the amount of heat energy in BTUs necessary to produce 1.0 net kWh. The smaller this number is, the more efficient the unit.

Arrangements for Transmission Service from Adelanto Converter Station

LADWP takes delivery of its share of the IPP Generating Station entitlements at the Adelanto Converter Station. The other Original Transmission Service Purchasers also have designated the Adelanto Converter Station as their point of delivery. LADWP has constructed a station and associated facilities to connect the Adelanto Converter Station with the LADWP's main transmission system. Under separate agreements, LADWP transmits the generation entitlements of the cities of Glendale and Burbank directly to those cities' respective systems. Transmission services for the city of Pasadena to its electric system are currently provided by the LADWP and the California Independent System Operator. The California Independent System Operator also provides transmission services for the cities of Anaheim and Riverside. The rights of the Original Transmission Service Purchasers under their existing IPP agreements for the delivery of the generation entitlements over the Southern Transmission System are scheduled to terminate on June 15, 2027.

The rights of the Renewal Transmission Service Purchasers under their new IPP agreements for the delivery of the generation entitlements over the Southern Transmission System are scheduled to commence on June 16, 2027 and terminate on June 15, 2077. The Project Participants will continue to take delivery of their IPP Generation Station Entitlements at the Adelanto Converter Station. LADWP will provide transmission service for the other two Renewal Transmission Service Purchasers. LADWP will transmit the generation entitlements of the cities of Glendale and Burbank directly to those cities' respective systems.

Intermountain Power Project Fuel Supply

IPA possesses coal supply agreements to fulfill the supply requirement of the Intermountain Generating Station of approximately 615,000 tons in calendar year 2025. However, supply chain issues have dramatically reduced coal supply beginning in the later months of 2021 and are expected to impact coal supply for the remaining life of the coal plant. See "APPENDIX A - THE PROJECT PARTICIPANT WITH THE LARGEST RENEWAL TRANSMISSION SERVICE SHARE - THE POWER SYSTEM - Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units - Intermountain Power Project - Fuel Supply."

Permits, Licenses and Approvals

The Southern Transmission System has been designed and constructed to operate in compliance with applicable federal, state and local regulations, codes, standards and laws. The Authority believes that all necessary permits, licenses and approvals for the Project have been or will be secured.

Certain Financial Statements Relating to the Project

The following Statement of Net Position has been prepared by the Authority based upon audited financial statements of the Authority for the fiscal years ended June 30, 2024 and June 30, 2023.

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Southern California Public Power Authority
Southern Transmission System Renewal Project
Statement of Net Position
(In thousands)

	Fiscal Year Ended June 30,	
	2024	2023
ASSETS		
Noncurrent assets		
Net utility plant	\$601,757	\$215,801
Investments – restricted	537,631	469,279
Advances to IPA – restricted	34,590	4,445
Regulatory asset	3,766	-
Total noncurrent assets	<u>1,177,744</u>	<u>689,525</u>
Current assets		
Cash and cash equivalents – restricted	335,801	130,669
Cash and cash equivalents – unrestricted	-	-
Interest receivable	4,115	1,871
Accounts receivable	2	-
Total current assets	<u>339,918</u>	<u>132,540</u>
DEFERRED OUTFLOWS OF RESOURCES		
Total deferred outflows of resources	<u>-</u>	<u>-</u>
Total assets and deferred outflows of resources	<u>\$1,517,662</u>	<u>\$822,065</u>
LIABILITIES		
Noncurrent liabilities		
Long-term debt	\$1,404,374	\$785,311
Total noncurrent liabilities	<u>1,404,374</u>	<u>785,311</u>
Current liabilities		
Accrued interest	21,484	5,274
Accounts payable and accruals	91,804	31,381
Total current liabilities	<u>113,288</u>	<u>36,655</u>
Total liabilities	<u>1,517,662</u>	<u>821,966</u>
DEFERRED INFLOWS OF RESOURCES		
Regulatory liability	<u>-</u>	<u>99</u>
Total deferred inflows of resources	<u>-</u>	<u>99</u>
NET POSITION		
Net investment in capital assets	(798,851)	(437,068)
Restricted	798,852	437,068
Unrestricted	(1)	-
Total net position	<u>-</u>	<u>-</u>
Total liabilities, deferred inflows of resources, and net position	<u>\$1,517,662</u>	<u>\$822,065</u>

The following Statement of Revenues, Expenses and Changes in Net Position has been prepared by the Authority based upon audited financial statements of the Authority for the fiscal years ended June 30, 2024 and June 30, 2023.

**Southern California Public Power Authority
Southern Transmission System Renewal Project
Statement of Revenues, Expenses and Changes in Net Position
(In thousands)**

	Fiscal Year Ended June 30,	
	2024	2023
Operating revenues:		
Sale of transmission services	<u>\$598</u>	<u>\$ -</u>
Total operating revenues	<u>598</u>	<u>-</u>
Operating Expenses:		
Operations and maintenance	<u>10</u>	<u>-</u>
Total operating expenses	<u>10</u>	<u>-</u>
Operating income (loss)	<u>588</u>	<u>-</u>
Non-operating revenues (expenses)		
Other interest and debt expense	<u>(588)</u>	<u>-</u>
Net non-operating revenues (expenses)	<u>(588)</u>	<u>-</u>
Change in net position	-	-
Net position – beginning of year	<u>-</u>	<u>-</u>
Net position – end of year	<u>\$ -</u>	<u>\$ -</u>

THE PROJECT PARTICIPANTS

The Project Participants, each of which has executed a Renewal Capacity Acquisition Agreement and a Renewal Transmission Service Contract with the Authority, are LADWP, the City of Burbank and the City of Glendale. Each of the Project Participants owns and operates an electric system for the distribution of electric energy to its retail customers. For additional information concerning LADWP, which will have a Renewal Transmission Service Share of 90.500% for the Southern Transmission System under the Renewal Transmission Service Contracts from and after the Transition Date, and its electric system, see Appendix A hereto.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Formation

The Authority, a joint powers agency and a public entity organized under the laws of the State of California, was created pursuant to the Act and the Joint Powers Agreement for the purpose of the planning, financing, development, acquisition, construction, operation and maintenance of projects for the generation or transmission of electric energy. The Joint Powers Agreement expires in 2030 or on such later date as all bonds and notes of the Authority and interest thereon have been paid in full or adequate provision for such payment has been made in accordance with the instruments governing such bonds and notes.

Organization and Management

The Authority is governed by a Board of Directors which consists of one representative for each of the members. The current representatives are listed on the masthead page of this Official Statement. The management of the Authority is under the direction of its Executive Director, Daniel E Garcia, who was appointed to the position on May 1, 2024 and serves at the pleasure of the Board of Directors. Mr. Garcia brings 40 years of leadership and utility industry experience to the role. Mr. Garcia also serves as the Treasurer/Auditor of the Authority. He joins the Authority from the City of Riverside Public Utilities Department, where he held the position of Interim General Manager. His areas of responsibility included resource planning, strategic analytics, market operations, power generation, contracts (energy, gas and transmission), joint projects, and regulatory compliance relating to wholesale energy and transmission activities under the Federal Energy Regulatory Commission, California Independent System Operator, California Energy Commission and North American Electric Reliability Corporation. He started his utility career in 1984 as an Engineering Aide and has held various positions including System Power and Gas Dispatcher, Power Scheduler, Bulk Power Manager, and Power/Gas Procurement Manager. He joined the City of Riverside in 2007 and had served in various roles including Utilities Assistant General Manager/Resources, Market Operations Manager, Interim Planning Manager and Utilities Scheduler/Trader. Mr. Garcia holds a Bachelor of Science degree in Business Management from Woodbury University.

The other officers of the Authority are selected by the Board of Directors. The President of the Authority, since February 2025, is Todd Dusenberry, General Manager of Vernon Public Utilities. He has 18 years of public utilities experience with the City of Vernon, previously serving as a systems coordinator, systems supervisor, utilities operations manager, utilities compliance officer, utilities compliance manager and assistant general manager. He was also a board member of the California Utilities Emergency Association. The First Vice President of the Authority, since February 2025, is Tikan Singh, General Manager of Azusa Light and Water. Mr. Singh is a professional engineer registered in the State of California with 16 years of utilities experience. Before joining Azusa Light and Water, he worked in various capacities at Palo Alto Utilities, Lompoc Electric Utility, and the California Department of Water Resources. The Second Vice President of the Authority, since February 2024, is Dukku Lee, General Manager of Anaheim Public Utilities. He has served Anaheim Public Utilities since November 1999 and was appointed as its General Manager in November 2013. He previously worked for Southern California Edison and Paragon Consulting Services.

Aileen Ma joined the Authority as Chief Financial and Administrative Officer in June 2019. Ms. Ma was previously Interim Utilities Assistant General Manager/Finance & Administration for the City of Riverside Public Utilities Department. Ms. Ma's employment at Riverside began in 2006. Prior to her appointment as Interim Utilities Assistant General Manager/Finance & Administration, she served in the positions of Utilities Principal Analyst and Utilities Fiscal Manager at Riverside. She has over 25 years of experience in audit, accounting and finance administration. Ms. Ma is a Certified Public Accountant, and holds a Bachelor of Science in Business Administration with an Accounting emphasis from California State University, Los Angeles and a Master of Business Administration from University of California, Irvine.

With respect to any matter involving the acquisition and financing or refinancing of an Authority project to be decided by the Board of Directors, each Director is entitled to cast votes weighted according to the size of the entitlement to the project of each project participant in addition to the vote each Director is entitled to cast as a member of the Authority. All such matters must be decided by at least 80% of the votes cast, and no such vote may be taken unless there shall be present at the meeting Directors entitled to cast more than 50% of the votes relative to such matter. Voting by the Board of Directors may take place at meetings of the Board of Directors when a quorum is present. A majority of the Board of Directors constitutes a quorum.

The Authority has entered into the Renewal Agency Agreement pursuant to which LADWP, as agent, represents and undertakes certain activities on behalf of the Authority in connection with the Authority's payments-in-aid of construction and the acquisition and financing or refinancing of Authority Capacity. The Renewal Agency Agreement gives the agent the responsibility of (a) undertaking those activities necessary (i) to secure regulatory approvals to allow the Authority to acquire Authority Capacity, (ii) to formulate arrangements for the transmission of Authority Capacity to the Project Participants, (iii) to formulate the financing program and develop financing documents and (iv) to acquire the Authority Capacity, and (b) representing the Authority with respect to matters arising under or in connection with the Project Agreements (as defined in the Renewal Agency Agreement) or the acquisition of Authority Capacity.

Other Bond-Financed Projects of the Authority

In addition to the Southern Transmission System Renewal Project to be financed with the 2025 Bonds, the following are the projects of the Authority that have been financed by bonds issued by the Authority. The principal of and premium, if any, and interest on the 2025 Bonds are secured solely by and payable solely from the Revenues and certain other moneys pledged therefor under the Indenture as described herein. None of the costs associated with the projects described below in this subsection is payable from such Revenues and such other moneys pledged to the payment of the Bonds.

Southern Transmission Project. *The Southern Transmission Project is to be distinguished from the Southern Transmission System Renewal Project, which is described elsewhere in this Official Statement.* The Southern Transmission System is one component of the Intermountain Power Project ("IPP," as defined herein) of IPA. Certain members of the Authority (namely, LADWP and the California cities of Anaheim, Burbank, Glendale, Pasadena and Riverside) have entered into power sales contracts with IPA pursuant to which they purchase a share of the generation and transmission capabilities of the IPP, including capacity and energy of the Intermountain Generation Station, a two-unit coal-fired, steam-electric generating plant, located in Millard County, Utah, and operating capabilities of the Southern Transmission System. The Authority acquired from each of such members its entitlement rights to capacity of the Southern Transmission System and agreed in return to issue bonds (defined above as "Existing STS Bonds"), notes or other evidences of indebtedness and make payments-in-aid of construction to IPA therefor (the "Southern Transmission Project"). All of the facilities of the IPP have been in commercial operation since May 1, 1987. The Authority has sold all of its acquired capability of the Southern Transmission System, on a "take or pay" basis, through transmission service contracts with the Original Transmission Service Purchasers. The currently operative IPP power sales contracts pursuant to which such Original Transmission Service Purchasers have obtained their rights for the delivery of the IPP generation entitlements over the Southern Transmission System, as well as the Original Transmission Service Contracts, are scheduled to terminate on June 15, 2027. The Authority had outstanding \$89,480,000 aggregate principal amount of Existing STS Bonds as of May 15, 2025.

The revenue bonds described in the immediately preceding paragraph are distinct from the revenue bonds relating to the Southern Transmission System Renewal Project.

Mead-Adelanto Project, Authority Interest (Multiple Members). The Mead-Adelanto Transmission Project consists of an approximately 202-mile, 500-kV AC transmission line that extends between a southwest terminus at the existing Adelanto Substation in southern California and a northeast terminus at Marketplace Substation, a substation located approximately 17 miles southwest of Boulder City, Nevada. By connecting to Marketplace Substation, the line interconnects with the Mead-Phoenix Transmission Project and with the existing McCullough Substation in southern Nevada. The transmission line has a transfer capability of 1,291 MW. The current owners of the Mead-Adelanto Transmission Project are the Authority and StarTrans IO, L.L.C. The Authority has three separate and independent ownership

interests in the Mead-Adelanto Project under the related joint ownership agreement: (i) one interest for the nine Authority members participating in that portion of the project acquired in connection with the original construction of the project (i.e., the Authority Interest (Multiple Members) in such project), the acquisition and construction of which was financed with revenue bonds of the Authority; (ii) one interest for Western Area Power Administration (“Western”), the funding for which is provided by Western; and (iii) an additional interest acquired by the Authority in 2016 from M-S-R Public Power Agency, for the benefit of LADWP only (i.e., the Authority Interest (LADWP Only) in such project) hereinafter described (see “– *Mead-Adelanto Project, Authority Interest (LADWP Only)*” below), the acquisition of which was financed through a separate issue of revenue bonds of the Authority issued for the benefit of LADWP only. The Authority Interest (Multiple Members) in the Mead-Adelanto Project provides to the Authority a 67.9167% member-related ownership share in the Mead-Adelanto Project. The Authority has sold, on a “take-or-pay” basis, the entire capability of its Authority Interest (Multiple Members) in the Mead-Adelanto Project through transmission service contracts with nine members of the Authority (all of the Authority members with the exception of IID, and the California cities of Cerritos and Vernon). From and after July 1, 2020, the Authority had no bonds outstanding with respect to the Authority Interest (Multiple Members) in the Mead-Adelanto Project.

Mead-Phoenix Project, Authority Interest (Multiple Members). The Mead-Phoenix Transmission Project consists of an approximately 256-mile, 500-kV alternating current (“AC”) transmission line that extends between a southern terminus at the existing Westwing Substation (in the vicinity of Phoenix, Arizona) and a northern terminus at Marketplace Substation, a substation located approximately 17 miles southwest of Boulder City, Nevada. The line is looped through the 500-kV switchyard constructed in the existing Mead Substation in southern Nevada with a transfer capability of 1,923 MW (as a result of upgrades completed in 2009). By connecting to Marketplace Substation, the Mead-Phoenix Transmission Project interconnects with the Mead-Adelanto Transmission Project and with the existing McCullough Substation. The current owners of the Mead-Phoenix Transmission Project are the Authority, Arizona Public Service Company, Salt River Project and StarTrans IO, L.L.C. The Authority has three separate and independent ownership interests in the Mead-Phoenix Project under the related joint ownership agreement: (i) one interest for the nine Authority members participating in that portion of the project acquired in connection with the original construction of the project (i.e., the Authority Interest (Multiple Members) in such project), the acquisition and construction of which was financed with revenue bonds of the Authority; (ii) one interest for Western, the funding for which is provided by Western; and (iii) an additional interest acquired by the Authority in 2016 from M-S-R Public Power Agency, for the benefit of LADWP only (i.e., the Authority Interest (LADWP Only) in such project) hereinafter described (see “– *Mead-Phoenix Project, Authority Interest (LADWP Only)*” below), the acquisition of which was financed through a separate issue of revenue bonds of the Authority issued for the benefit of LADWP only. The Mead-Phoenix Transmission Project is comprised of three project components. The Authority Interest (Multiple Members) in the Mead-Phoenix Project provides to the Authority an 18.3077% member-related ownership share in the Westwing-Mead Component, a 17.7563% member-related ownership share in the Mead Substation Component, and a 22.4082% member-related ownership share in the Mead-Marketplace Component of the Mead-Phoenix Project. The Authority has sold, on a “take-or-pay” basis, the entire capability of its Authority Interest (Multiple Members) in the Mead-Phoenix Project through transmission service contracts with nine members of the Authority (all of the Authority members with the exception of IID, and the California cities of Cerritos and Vernon). From and after July 1, 2020, the Authority had no bonds outstanding with respect to the Authority Interest (Multiple Members) in the Mead-Phoenix Project.

Mead-Adelanto Project, Authority Interest (LADWP Only). In 2016, the Authority acquired, for the benefit of LADWP only, all of M-S-R Public Power Agency’s ownership interest in the Mead-Adelanto Project, representing an additional 17.5000% ownership interest in the Mead-Adelanto Project. The Authority has sold, on a “take-or-pay” basis, the entire capability of its Authority Interest (LADWP Only) in the Mead-Adelanto Project through a transmission service contract with LADWP. The Authority had

outstanding \$14,015,000 aggregate principal amount of revenue bonds with respect to the Authority Interest (LADWP Only) in the Mead-Adelanto Project as of May 15, 2025.

Mead-Phoenix Project, Authority Interest (LADWP Only). In 2016, the Authority acquired, for the benefit of LADWP only, all of M-S-R Public Power Agency's ownership interest in the Mead-Phoenix Project, representing an additional 11.5385% ownership interest in the Westwing-Mead Component and an additional 8.0993% ownership share in the Mead-Marketplace Component of the Mead-Phoenix Project. The Authority has sold, on a "take-or-pay" basis, the entire capability of its Authority Interest (LADWP Only) in the Mead-Phoenix Project through a transmission service contract with LADWP. The Authority had outstanding \$11,380,000 aggregate principal amount of revenue bonds with respect to the Authority Interest (LADWP Only) in the Mead-Phoenix Project as of May 15, 2025.

Palo Verde Nuclear Generating Station. The Authority, pursuant to the Arizona Nuclear Power Project Participation Agreement, has a 5.91% ownership interest in Palo Verde Nuclear Generating Station Units 1, 2 and 3 (the "Generating Station"), including certain associated facilities and contractual rights, a 5.44% ownership interest in the Arizona Nuclear Power Project High Voltage Switchyard (the "Switchyard") and contractual rights, and a 6.55% share of the rights to use certain portions of Arizona Nuclear Power Project Valley Transmission System. The Generating Station and the Switchyard are collectively referred to herein as "PVNGS."

The Authority has sold the entire capability of the Authority's interest in PVNGS pursuant to power sales contracts with nine California cities and a California irrigation district, each of which is a member of the Authority. The California cities of Azusa, Banning, Burbank, Colton, Glendale, Pasadena, Riverside and Vernon, as well as LADWP and IID are PVNGS project participants. From and after July 1, 2017, the Authority had no bonds outstanding with respect to PVNGS.

Commercial operation and initial deliveries from PVNGS Units 1, 2 and 3 commenced in 1986 and 1987. In addition to transmission provided by the Mead-Adelanto Project and the Mead-Phoenix Project (described above), transmission is accomplished through agreements with Salt River Project, LADWP and Southern California Edison.

San Juan Unit 3 Project. The San Juan Generating Station ("San Juan") originally consisted of a 4-unit, coal-fired electric generating station located in northwestern New Mexico, approximately 15 miles northwest of the City of Farmington, in San Juan County. The combined net generating capacity of the four units was 1,647 MW, with the net generating capacity of Unit 3 being 497 MW. The four units were put into operation between 1973 and 1982. In 1993, the Authority and five of its members negotiated a purchase agreement with Century Power Corporation, under which the Authority purchased a 41.8% interest in Unit 3 and related common facilities of San Juan, entitling the Authority to approximately 208 MW of power generated by Unit 3. In this regard, the Authority entered into power sales contracts with the California cities of Azusa, Banning, Colton and Glendale, and IID. From and after January 1, 2017, the Authority had no bonds outstanding with respect to San Juan.

As part of the overall settlement of matters regarding emissions at San Juan, Unit 3 permanently ceased operations in December 2017 and effective as of December 31, 2017, the Authority has divested its ownership interest in the San Juan project. However, the Authority retains certain liabilities for a share of the environmental (mine reclamation) and plant decommissioning costs of San Juan, Unit 3.

Magnolia Power Project. The Magnolia Power Project consists of a combined-cycle natural gas-fired electric generating plant with a nominally rated net capacity of 242 MW and auxiliary facilities located in Burbank, California. The Magnolia Power Project is owned by the Authority and was constructed and acquired for the primary purpose of providing participants in the Magnolia Power Project with firm capacity

and energy to help meet their power and energy requirements. The Magnolia Power Project is operated by the California city of Burbank. The Authority has entered into power sales agreements with the California cities of Anaheim, Burbank, Cerritos, Colton, Glendale and Pasadena pursuant to which the Authority has sold 100% of its entitlement to capacity and energy in the Magnolia Power Project to such participants on a “take-or-pay” basis. The commercial operation date for the Magnolia Power Project was September 22, 2005. The Authority had outstanding \$207,680,000 aggregate principal amount of revenue bonds with respect to the Magnolia Power Project as of May 15, 2025 (of which \$8,440,000 relates exclusively to the City of Cerritos).

Prepaid Natural Gas Project. The Prepaid Natural Gas Project primarily consists of the acquisition by the Authority of the right to receive an aggregate amount of approximately 135 billion cubic feet of natural gas (which amount has been reduced to approximately 90 billion cubic feet as a result of a restructuring described below) from J. Aron & Company (“J. Aron”) pursuant to the terms of five Prepaid Natural Gas Sales Agreements between the Authority and J. Aron, each relating to a separate participant. The gas is delivered by J. Aron to the Authority at designated delivery points on the natural gas pipelines that serve the participants in specified daily quantities each month, over the approximately 30-year term (subsequently amended to a 27-year term due to the restructuring described below) of each of the Prepaid Natural Gas Sales Agreements, in exchange for the lump sum prepayment made to J. Aron by the Authority on the date of issuance of the Authority’s Gas Project Revenue Bonds (Project No. 1) in 2007. The Prepaid Natural Gas Project participants are the California cities of Anaheim, Burbank, Colton, Glendale and Pasadena. On October 22, 2009, the Prepaid Natural Gas Sales Agreements between the Authority and J. Aron were restructured to provide an acceleration of a portion of the long-term savings, reduce the remaining volumes of gas to be delivered and shorten the overall duration of the agreements. As a result of the restructuring, approximately \$165,000,000 principal amount of bonds with respect to the Prepaid Natural Gas Project was discharged. On September 19, 2013, the transaction was further restructured to, among other things, (a) provide additional credit support for payments by three of the project participants by amending and restating the associated receivables purchase agreement and The Goldman Sachs Group, Inc. guaranty, (b) replace AIG-FP Broadgate Limited with Mitsubishi UFJ Securities International plc as the party to the Authority commodity swaps, and (c) create a custodial arrangement with respect to payments owed by J. Aron and guaranteed by The Goldman Sachs Group, Inc. or to J. Aron under corresponding J. Aron commodity swaps in order to mitigate the Authority’s credit exposure to Mitsubishi UFJ Securities International plc as the counterparty. The Authority has sold 100% of its interest in the natural gas, on a “take-and-pay” basis, through gas supply agreements with the California cities of Anaheim, Burbank, Colton, Glendale and Pasadena. The Authority had outstanding \$234,360,000 aggregate principal amount of revenue bonds with respect to the Prepaid Natural Gas Project as of May 15, 2025.

Natural Gas Reserves Project. The Natural Gas Reserves Project includes the Authority’s leasehold interests in (i) certain natural gas resources, reserves, fields, wells and related facilities located near Pinedale, Wyoming (the “Wyoming Subproject”) and (ii) certain natural gas resources, reserves, fields, wells and related facilities in (or near) the Barnett Shale geological formation in Texas (the “Texas Subproject,” and collectively with the Wyoming Subproject, the “Natural Gas Reserves Project”). The Authority has sold the entire production capacity of its leasehold interests in the Natural Gas Reserves Project by entering into gas sales agreements with the California cities of Anaheim, Burbank and Colton (collectively, the “Natural Gas Project A Participants”) and with the California cities of Glendale and Pasadena on a “take or pay” basis (other than with respect to debt service, which is payable only by the Natural Gas Project A Participants on a several basis). On February 6, 2008, the Authority issued revenue bonds in three simultaneous financings (each for the benefit of a Natural Gas Project A Participant). As of May 15, 2025, the Authority had outstanding \$27,165,000 aggregate principal amount of revenue bonds with respect to the Natural Gas Reserves Project, consisting of \$15,500,000, \$8,430,000 and \$3,235,000 aggregate principal amount of the Anaheim series, the Burbank series and the Colton series, respectively.

Canyon Power Project. The Canyon Power Project consists of a simple cycle, natural gas-fired power generating plant, comprised of four General Electric LM 6000PC Sprint combustion turbines with a combined nominally rated net base capacity of 200 MW, and auxiliary facilities located on approximately 10 acres of land within an industrial area of the California city of Anaheim. The Canyon Power Project is owned by the Authority and operated and maintained by Anaheim. The Canyon Power Project was constructed for the primary purpose of providing Anaheim with firm capacity and energy to help it meet its current and future capacity and energy requirements and to satisfy certain ancillary services requirements. The Canyon Power Project achieved full commercial operation in 2011. The Authority has entered into a power sales agreement with Anaheim pursuant to which the Authority has sold 100% of its entitlement to capacity and energy in the Canyon Power Project to Anaheim on a “take-or-pay” basis. As of May 15, 2025, the Authority had outstanding \$[_____] aggregate principal amount of revenue bonds with respect to the Canyon Power Project.

Windy Point/Windy Flats Project. The Windy Point/Windy Flats Project began commercial operation in January 2010 and is a 262.2 MW nameplate capacity wind farm comprised of 114 wind turbines located in the Columbia Hills area of Klickitat County, Washington near the city of Goldendale (the “Windy Point Project”). The Windy Point Project is owned and operated by Windy Flats Partners, LLC (“Windy Flats”). Pursuant to a power purchase agreement with Windy Flats, the Authority has agreed to purchase from Windy Flats all energy from the Windy Point Project for an initial delivery term expiring in 2030 (unless earlier terminated). Energy from the Windy Point Project is delivered to the Authority through an energy exchange agreement that redelivers production from the Windy Point Project to the Pacific DC Intertie. The Authority has issued revenue bonds to finance the prepayment of the purchase of 11,107,860 MWhs of energy from the Windy Point Project for the initial delivery term. In March 2023, the original power purchase agreement was amended to extend the delivery term for an additional four (4) years beginning September 10, 2030 through September 9, 2034. In connection with such extension, Windy Flats completed certain equipment replacements and upgrades, which are expected to maintain the project’s current capacity factor for the additional four years contemplated by the amendment, plus two more years. The Authority has entered into power sales agreements with LADWP and the California city of Glendale pursuant to which the Authority has sold 100% of its output entitlement in the Windy Point Project to such participants on a “take-or-pay” basis. LADWP has purchased Glendale’s 7.63% output entitlement share of Windy Point Project’s output. As of May 15, 2025, the Authority had outstanding \$148,505,000 aggregate principal amount of revenue bonds with respect to the Windy Point Project.

Tieton Hydropower Project. The Tieton Hydropower Project consists of a 13.6 MW nameplate capacity “run of the reservoir” hydroelectric generation facility, comprised of (i) a powerhouse located near Rimrock Lake in Yakima County approximately 40 miles west of the City of Yakima, Washington, and constructed at the base of the Bureau of Reclamation’s Tieton Dam on the Tieton River, (ii) a 21-mile 115 kV transmission line from the power plant substation to the point of interconnection with the electrical grid, and (iii) related assets, property and contractual rights, acquired by the Authority in November 2009, pursuant to an Asset Purchase Agreement, dated as of October 19, 2009, by and between the Authority and Tieton Hydropower, L.L.C., a Washington limited liability company. The Authority has entered into power sales and acquisition contracts with the California cities of Burbank and Glendale pursuant to which the Authority has sold 100% of its entitlement to capacity and energy in the Tieton Hydropower Project to such participants on a “take-or-pay” basis. As of May 15, 2025, the Authority had outstanding \$29,500,000 principal amount of revenue bonds with respect to the Tieton Hydropower Project.

Linden Wind Energy Project. The Linden Wind Energy Project consists of the acquisition by the Authority of an approximately 50 MW nameplate capacity wind powered electric generating facility comprised of 25 wind turbines located near the town of Goldendale in Klickitat County, Washington, including the structures, facilities, equipment, fixtures, improvements and associated real and personal property and other rights and interests necessary for the ownership and operation of the generation facility

and the sale of energy therefrom. The Linden Wind Energy Project was developed and constructed by Northwest Wind Partners, LLC (“Northwest Wind”), a Delaware limited liability company. Northwest Wind undertook the development, construction, start-up, testing and commissioning of the project, and upon the completion thereof and subject to the terms of the Asset Purchase Agreement, dated as of June 23, 2009, by and between the Authority and Northwest Wind, the Authority acquired the project from Northwest Wind. The Authority has entered into power sales agreements with LADWP and the California city of Glendale pursuant to which the Authority has sold 100% of its entitlement to capacity and energy in the Linden Wind Energy Project to such participants on a “take-or-pay” basis. LADWP has purchased all of Glendale’s 10.00% output entitlement share of the Linden Wind Energy Project’s output. As of May 15, 2025, the Authority had outstanding \$74,765,000 aggregate principal amount of revenue bonds with respect to the Linden Wind Energy Project.

Milford Wind Corridor Phase I Project. *This Project is to be distinguished from the Milford Wind Corridor Phase II Project, which is described below.* The Milford Wind Corridor Phase I Project consists of the purchase by the Authority of all energy generated by a 203.5 MW nameplate capacity wind powered electric generating facility located near Milford, Utah (the “Milford I Facility”), for a term of 20 years (unless earlier terminated), pursuant to a Power Purchase Agreement, dated as of March 16, 2007, as amended, by and between the Authority and Milford Wind Corridor Phase I, LLC, a Delaware limited liability company, as the owner of the Milford I Facility. The generating facility includes 97 wind turbines, consisting of 58 Clipper C99 wind turbine generators, each with a rated capacity of 2.5 MW, and 39 General Electric 1.5 xle wind turbine generators, each with a rated capacity of 1.5 MW. Pursuant to the Power Purchase Agreement, energy from the Milford I Facility is delivered to the Authority over an approximately 88-mile, 345 kV, transmission line extending from the wind generation site to the IPP Switchyard in Delta, Utah, an ownership interest in which transmission line, together with certain structures, facilities, equipment, fixtures, improvements and associated real and personal property interests and other rights and interests necessary for the ownership and operation of the generation facility and the sale of power therefrom, comprise a part of the Milford I Facility. From the IPP Switchyard, the energy is delivered to the Adelanto Converter Station in California. On February 9, 2010, the Authority issued \$237,235,000 aggregate principal amount of revenue bonds in order to finance the purchase by prepayment of a specified quantity of energy from the Milford I Facility over the 20-year delivery term (with a guaranteed annual quantity in each year), commencing on the commercial operation date of the Milford I Facility (i.e., November 16, 2009). The Authority has entered into power sales agreements with LADWP, and the California cities of Burbank and Pasadena pursuant to which the Authority has sold 100% of its entitlement to capacity and energy in the Milford Wind Corridor Phase I Project to such participants on a “take-or-pay” basis. As of May 15, 2025, the Authority had outstanding \$64,510,000 aggregate principal amount of revenue bonds with respect to the Milford Wind Corridor Phase I Project.

The revenue bonds described in the immediately preceding paragraph are distinct from the revenue bonds relating to the Milford Wind Corridor Phase II Project described below.

Milford Wind Corridor Phase II Project. *This Project is to be distinguished from the Milford Wind Corridor Phase I Project, which is described above.* The Milford Wind Corridor Phase II Project consists of the purchase by the Authority of all energy generated by a 102 MW nameplate capacity, wind powered electric generating facility comprised of 68 wind turbines located near Milford, Utah (the “Milford II Facility”), for a term of 20 years (unless earlier terminated) pursuant to a Power Purchase Agreement, dated as of March 1, 2010, by and between the Authority and Milford Wind Corridor Phase II, LLC, a Delaware limited liability company, as the owner of the Milford II Facility. Pursuant to the Power Purchase Agreement, energy from the Milford II Facility is delivered to the Authority over an approximately 90-mile, 345 kV, transmission line extending from the wind generation site to the IPP Switchyard in Delta, Utah, an ownership interest in which transmission line, together with certain structures, facilities, equipment, fixtures, improvements and associated real and personal property interests and other rights and

interests necessary for the ownership and operation of the generation facility and the sale of power therefrom, comprise a part of the Milford II Facility. From the IPP Switchyard, the energy is delivered to the Adelanto Converter Station in California. On August 25, 2011, the Authority issued \$157,465,000 aggregate principal amount of revenue bonds in order to finance the purchase by prepayment of a specified quantity of energy from the Milford II Facility over the 20-year delivery term (with a guaranteed annual quantity in each year), commencing on the commercial operation date of the Milford II Facility (i.e., May 2, 2011). The Authority has entered into power sales agreements with LADWP and the California city of Glendale pursuant to which the Authority has sold 100% of its entitlement to capacity and energy in the Milford Wind Corridor Phase II Project to such participants on a “take-or-pay” basis. LADWP has purchased all of Glendale’s 4.902% output entitlement share of the Milford II Facility’s output. As of May 15, 2025, the Authority had outstanding \$59,435,000 aggregate principal amount of revenue bonds with respect to the Milford Wind Corridor Phase II Project.

The revenue bonds described in the immediately preceding paragraph are distinct from the revenue bonds relating to the Milford Wind Corridor Phase I Project described above.

Apex Power Project. The Apex Power Project consists of a natural gas-fired, combined cycle generating facility, nominally rated at 531 MW, located in Clark County, Nevada, generator interconnection facilities, related assets and property, and interconnection and transmission contractual rights. The facility commenced full commercial operation in May 2003. The Apex Power Project was acquired by the Authority in March 2014, pursuant to an Asset Purchase Agreement, dated as of October 17, 2013, by and between the Authority and Las Vegas Power Company, LLC, a Delaware limited liability company, the previous owner of the Apex Power Project. Operation and maintenance of the Apex Power Project facility is currently provided pursuant to an Operations and Maintenance Agreement with EthosEnergy Power Operations (West), formerly Wood Group Power Operations (West), Inc., and a Long-Term Service Agreement with General Electric International, Inc., each of which was assumed by the Authority in connection with the acquisition of the project. Firm transmission service for the facility output is provided pursuant to a Large Generator Interconnection Agreement with Nevada Power Company and two Service Agreements for Long-Term Firm Point-to-Point Transmission Service with a point of delivery at the Mead 230 kV Substation. The Apex Power Project was acquired by the Authority for the primary purpose of providing LADWP with energy and base-load, combined cycle, gas-fired generating capacity. The Authority has entered into a power sales agreement with LADWP pursuant to which the Authority has sold 100% of its entitlement to capacity and energy in the Apex Power Project to LADWP on a “take-or-pay” basis. As of May 15, 2025, the Authority had outstanding \$192,625,000 aggregate principal amount of revenue bonds with respect to the Apex Power Project.

Clean Energy Project. The Clean Energy Project is structured to assist the California city of Anaheim, the sole project participant, to procure a long-term supply of electricity at favorable prices. In order to do so, the Clean Energy Project includes a feature whereby Anaheim can seek to assign existing and future power purchase agreements (“PPAs”) to the Authority, and the Authority may thereafter assign such PPAs to J. Aron, and if such assignment is accepted by J. Aron, electricity thereunder will be delivered to Aron Energy Prepay LLC (the “Electricity Supplier”) to meet the Electricity Supplier’s obligations to deliver prepaid Electricity (“Prepaid Electricity”) to the Authority under a Master Power Supply Agreement (the “Master Power Supply Agreement”). The Authority will then deliver such Prepaid Electricity to Anaheim under the Clean Energy Purchase Contract (the “Clean Energy Purchase Contract”) at the contract price. The Authority issued revenue bonds to finance the cost of acquisition of an approximately thirty-year supply of Prepaid Electricity under the Master Power Supply Agreement. Anaheim has entered into limited assignment agreements relating to two (2) existing power purchase agreements under which it assigned to the Authority, and the Authority assigned to J. Aron, the electricity deliveries thereunder beginning October 2024. The Authority had outstanding \$592,270,000 aggregate principal amount of revenue bonds with respect to the Clean Energy Project as of May 15, 2025.

Other Projects of the Authority Not Financed by Bonds

The following are the projects of the Authority for which no bonds have been issued. The principal of and premium, if any, and interest on the 2025 Bonds are secured solely by and payable solely from the Revenues and certain other moneys pledged therefor under the Indenture. None of the costs associated with the projects described below in this subsection is payable from such Revenues and such other moneys pledged to the payment of the 2025 Bonds.

Projects That Have Achieved Commercial Operation

Antelope Big Sky Ranch Solar Project. The Authority, on behalf of the California cities of Azusa, Pasadena and Riverside, entered into a power purchase agreement for 20 MW of generating capacity. The commercial operation date for the project was declared on August 19, 2016. The agreement expires on December 31, 2041.

Antelope DSR I Solar Project. The Authority, on behalf of the California cities of Riverside and Vernon, entered into a power purchase agreement for 50 MW of generating capacity. The commercial operation date for the project was declared on December 15, 2016. The agreement expires on December 14, 2036.

Antelope DSR II Solar Project. The Authority, on behalf of the California city of Azusa, entered into a power purchase agreement for 5 MW of generating capacity. The commercial operation date for the project was declared on December 6, 2016. The agreement expires on December 5, 2036.

Astoria 2 Solar Project. The Authority, on behalf of the California cities of Banning, Colton and Vernon, entered into a power purchase agreement for 35 MW of generating capacity from December 9, 2016 to December 31, 2021 and 45 MW of generating capacity from January 1, 2022 until the expiration of the agreement on December 31, 2036.

Casa Diablo IV Geothermal Project. The Authority, on behalf of the California city of Colton, entered into a power purchase agreement with Ormat for 16 MW of generating capacity. The commercial operation date for the project was declared on July 14, 2022. The agreement expires on July 13, 2047.

Chiquita Canyon Landfill Gas Project. The Authority, on behalf of the California cities of Burbank and Pasadena, entered into a power purchase agreement for 10 MW of generating capacity. The commercial operation date for the project was declared on November 23, 2010. The agreement expires on November 22, 2030.

On February 22, 2024, the Authority received a Notice of Force Majeure from Ameresco Chiquita Energy, LLC (“Ameresco”) claiming that they were forced to shut down the facility on January 31, 2024 due to new conditions at the site affecting the quality and quantity of landfill gas. In their notice, Ameresco states that their ability to resume operations depends on the ability of owner of the landfill to restore the landfill gas back to its historic quality and quantity. As of April 21, 2025, no date of return has been provided by Ameresco.

Columbia Two Solar Project. The Authority, on behalf of the California cities of Azusa, Pasadena and Riverside, entered into a power purchase agreement for 15 MW of generating capacity. The commercial operation date for the project was declared on December 19, 2014. The agreement expires on December 18, 2034.

Copper Mountain Solar 3 Project. The Authority, on behalf of LADWP and the California city of Burbank, entered into a power purchase agreement for 250 MW of generating capacity. The commercial operation date for the project was declared on April 8, 2015. The agreement expires on April 8, 2035.

Coso Geothermal Project. The Authority, on behalf of the California cities of Banning, Pasadena, and Riverside, entered into a power purchase agreement for up to 55 MW of the total 150 MW generating capacity. The delivery commencement date for the project was on January 1, 2022. The agreement expires on December 31, 2041.

Daggett Solar Power 2 Project. The Authority, on behalf of the California cities of Cerritos and Vernon, entered into power purchase agreement for the full output from a facility with a 65 MW solar generating capacity and a 33 MW/132MWh battery energy storage system. The Project achieved its commercial operation date on December 12, 2023. The term of the agreement is 20 years.

Desert Harvest II Solar Project. The Authority, on behalf of the California cities of Anaheim, Burbank, and Vernon, entered into a power purchase agreement for 70 MW of generating capacity. The Project achieved its commercial operation date on December 17, 2020. The term of the agreement is 25 years.

Don A. Campbell I Geothermal Project. The Authority, on behalf of LADWP and the California city of Burbank, entered into a power purchase agreement for approximately 16 MW of net generating capacity. The commercial operation date for the project was declared on January 1, 2014. The agreement expires on January 1, 2034.

Don A. Campbell II Geothermal Project. The Authority, on behalf of LADWP, entered into a power purchase agreement for 16 MW of net generating capacity. The commercial operation date for the project was declared on September 17, 2015. The agreement expires on September 17, 2035.

Eland Solar & Storage Center, Phase I. The Authority, on behalf of LADWP and the California city of Glendale, entered into a power purchase agreement for the full output of Phase 1 with 200MW solar generating capacity and a 150MW/600MWh battery energy storage system. The commercial operation date for Phase 1 was November 18, 2024. The term of the agreement is 25 years.

Heber I Geothermal Project. The Authority, on behalf of LADWP and IID, entered into a power purchase agreement for 46 MW of generating capacity. The delivery commencement date for the project to the Authority was on February 2, 2016. The agreement expires on February 2, 2026.

Kingbird Solar B Project. The Authority, on behalf of the California cities of Azusa, Colton and Riverside, entered into a power purchase agreement for 20 MW of generating capacity. The commercial operation date for the project was declared on April 30, 2016. The agreement expires on December 31, 2036, unless a one-time five-year extension is exercised.

ARP-Loyalton Biomass Project. On April 2, 2018, the Authority, on behalf of LADWP, IID and the California cities of Anaheim and Riverside, entered into a power purchase agreement (the “PPA”) for approximately 12 MW of generating capacity with ARP-Loyalton Cogen LLC, seller and developer of the existing biomass power generation facility in California. The commercial operation date for the project was declared on April 20, 2018.

In February 2020, the operator of the project, ARP-Loyalton Cogen LLC, and its parent company American Renewable Power LLC, filed petitions for relief under the United States Code (the “Bankruptcy Code”). Under a 2024 settlement approved by the Court, proceeds of certain letters of credit were returned

to the Chapter 7 trustee after deducting the amounts due to the Authority and its participants under the power purchase agreement and the Authority was released from, among other things, any further obligations under the agreement. The power purchase agreement also expired under its terms on April 19, 2023.

Northern Nevada Geothermal Portfolio Project. The Authority, on behalf of LADWP, entered into a power purchase agreement for up to 185 MW of generating capacity. This project is comprised of a portfolio of generating stations to be phased in over time. The first facility began delivering energy to the Authority on December 1, 2017. The last facility of the portfolio reached its delivery commencement date on December 19, 2022. The agreement expires on December 31, 2043.

Ormesa Geothermal Complex Energy Project. The Authority, on behalf of LADWP and IID, entered into a power purchase agreement for 35 MW of net generating capacity. The delivery commencement date for the project to the Authority was on January 1, 2018. The agreement expires on December 31, 2042.

Pebble Springs Wind Power Project. The Authority, on behalf of LADWP and the California cities of Burbank and Glendale, entered into a power purchase agreement for approximately 99 MW of generating capacity. The commercial operation date for the project was declared on January 31, 2009. The agreement expires on January 31, 2027.

Puente Hills Landfill Gas-to-Energy Project. The Authority, on behalf of the California cities of Banning, Colton, Pasadena and Vernon, entered into a power purchase agreement for 46 MW of generating capacity. The delivery commencement date for the project to the Authority was on January 1, 2017. The agreement expires on December 31, 2030.

On March 11, 2024, the Authority received a Notice of Force Majeure from the Los Angeles County Sanitation Districts (“Sanitation Districts”) claiming that due to the lower than expected landfill gas production, the Sanitation Districts expect to cease energy sales to the Authority and seek to terminate the power purchase agreement at the end of the day on December 31, 2026.

Red Cloud Wind Project. The Authority, on behalf of LADWP, entered into a power purchase agreement for 331 MW of generating capacity. The commercial operation date for the project was declared on December 22, 2021. The term of the agreement is 20 years.

Roseburg Biomass Project. The Authority, on behalf of LADWP, IID and the California city of Anaheim, entered into a purchase agreement for 6.8 MW (out of a total generating capacity of 13.4 MW) pursuant to SB 859. See “DEVELOPMENTS IN THE CALIFORNIA ENERGY MARKETS—State Legislation and Regulatory Proceedings—Biomass Legislation” herein. The delivery commencement date was February 16, 2021. The term of the agreement is five years.

Springbok I Solar Farm Project. The Authority, on behalf of LADWP, entered into a power purchase agreement for 105 MW of generating capacity. The commercial operation date for the project was declared on July 11, 2016. The agreement expires on July 10, 2041.

Springbok II Solar Farm Project. The Authority, on behalf of LADWP, entered into a power purchase agreement for 155 MW of generating capacity. The commercial operation date for the project was declared on September 6, 2016. The agreement expires on September 5, 2043, unless a one-time three-year extension is exercised.

Springbok III Solar Farm Project. The Authority, on behalf of LADWP, entered into a power purchase agreement for 90 MW of generating capacity. The commercial operation date for the project was

declared on July 19, 2019. The agreement expires on July 18, 2046, unless a one-time three-year extension is exercised.

Star Peak Geothermal Project. The Authority, on behalf of the California city of Glendale, entered into a power purchase agreement for 12.5 MW of generating capacity. The commercial operation date for the project was declared on September 28, 2022. The agreement expires on December 31, 2045.

Summer Solar Project. The Authority, on behalf of the California cities of Azusa, Pasadena and Riverside, entered into a power purchase agreement for 20 MW of generating capacity. The commercial operation date for the project was declared on July 25, 2016. The agreement expires on December 31, 2041.

Whitegrass Geothermal Project. The Authority, on behalf of the California city of Glendale, entered into a power purchase agreement, for 3.0 MW of generating capacity. The delivery commencement date for the project to the Authority was on April 1, 2020. The agreement expires on December 31, 2045. On February 3, 2025, the Authority notified the project developer that the project is in default because the developer has failed to maintain the performance security required under the power purchase agreement. The Authority is exploring its options regarding next steps.

Projects Under Development

Bonanza Solar Facility. The Authority, on behalf of the California cities of Azusa and Pasadena, entered into a power purchase agreement for a 125MW portion of the full output from a 300 MW capacity solar facility and a 65MW/260MWh portion of a 195MW/780MWh battery energy storage system. The guaranteed commercial operation date is December 31, 2028. The term of the agreement is 20 years.

Eland Solar & Storage Center, Phase 2. The Authority, on behalf of LADWP, entered into a power purchase agreement for the full output of Phase 2 with 200MW solar generating capacity and a 150MW/600MWh battery energy storage system. The amended expected commercial operation date for Phase 2 is May 30, 2025. The term of the agreement is 25 years.

Geysers Geothermal Project. The Authority, on behalf of the California city of Pasadena, entered into power purchase agreement for a 25 MW portion of the full output from a 725 MW capacity geothermal facility. The guaranteed delivery commencement date is January 1, 2027. The term of the agreement is 15 years.

Grace Orchard Solar III Project. The Authority, on behalf of the California cities of Anaheim, Colton, and Pasadena, entered into a power purchase agreement for a 170MW portion of the full output capacity of a 500 MW solar facility. The expected commercial operation date is December 1, 2027. The term for the agreement is 20 years.

Milford Solar II Project. The Authority, on behalf of LADWP and the California cities of Burbank and Glendale, entered into a power purchase agreement for 300MW of solar generating capacity. The expected commercial operation date is December 31, 2026. The term of the agreement is 30 years. The power purchase agreement is subject to early termination if the governing bodies of Burbank, Glendale, and LADWP do not approve of and execute power sales agreements with the Authority, for Burbank, Glendale, and LADWP to purchase the Authority's 300 MW capacity from the Milford Solar II Project by a specified approvals deadline.

Sapphire Solar Facility. The Authority, on behalf of the California cities of Anaheim, Pasadena, and Vernon, entered into a power purchase agreement for the full output from a facility with a 117 MW solar generating capacity and a 59MW/236MWh battery energy storage system ("BESS"). The guaranteed

commercial operation date was December 31, 2026. The term of the agreement was 20 years. On September 30, 2024, the seller under the power purchase agreement provided the Authority with notice of a material increase in the BESS price, and a delay in implementation of the BESS. Under the terms of the power purchase agreement, the seller was only obligated to proceed with construction of the BESS if the parties reached mutual agreement on changes to the BESS pricing, schedule, and related term within 90 days. The seller and the Authority did not mutually agree on changes to the BESS provisions in the power purchase agreement within such 90-day period. On October 7, 2024 and November 12, 2024 the seller provided the Authority with an “EP&C Cost Certificate for the PV System” setting forth seller’s adjusted price for engineering, procurement, and construction of the photovoltaic system. Such notice triggered a 90-day period to conduct an audit of the adjusted price and for the Authority to determine whether it would accept the adjusted price proposal. Following completion of the audit, the Authority did not accept the price increase and accordingly, the power purchase agreement was terminated on or about February 10, 2025.

Further Information

A copy of the Authority’s most recent Annual Report may be obtained from the Authority, 1160 Nicole Court, Glendora, California 91740. The Authority and each of the Project Participants maintains a website. However, the information presented therein is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the 2025 Bonds.

DEVELOPMENTS IN THE CALIFORNIA ENERGY MARKETS

State Legislation and Regulatory Proceedings

A number of bills affecting the electric utility industry have been introduced or enacted by the California Legislature in recent years. In general, these bills regulate greenhouse gas emissions and provide for greater investment in energy efficiency and environmentally friendly generation and storage alternatives, principally through more stringent renewable resource portfolio standard requirements and more aggressive emissions reduction programs to combat the effects of climate change. Enacted legislation has also focused on addressing issues relating to wildfire risks and occurrences in California, including imposing certain requirements on electric utilities in connection with planning for and mitigating such occurrences and risks. The following is a brief summary of certain of these bills that have been enacted. This discussion does not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date hereof.

Greenhouse Gas Emissions – Background; Global Warming Solutions Act. In September 2006, then-Governor Schwarzenegger signed into law Assembly Bill 32, the Global Warming Solutions Act of 2006 (hereinafter, the “GWSA”), which became effective on January 1, 2007. The GWSA prescribed a statewide cap on global warming pollution with a goal of returning to 1990 greenhouse gas emission levels by 2020 as prescribed by Executive Order S-3-05 of the Governor issued on June 1, 2005. In September 2016, then-Governor Brown signed into law Senate Bill 32 (“SB 32”), an amendment to the GWSA. SB 32, which became effective as law on January 1, 2017, codified a new interim statewide greenhouse gas emission reduction target, consistent with Executive Order B-30-15, signed by Governor Brown on April 29, 2015. SB 32 requires the California Air Resources Board (“CARB”), which, pursuant to the GWSA, is the designated state agency charged with monitoring and regulating sources of emissions of greenhouse gases, to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level no later than December 31, 2030.

Senate Bill 350 (“SB 350”), signed by then-Governor Brown in October 2015 (and additionally discussed under “– *Renewables Portfolio Standard*” below), requires CARB, in consultation with the California Public Utilities Commission (the “CPUC”) and the California Energy Commission (the “CEC”),

to establish 2030 greenhouse gas emission targets for each electric utility in the State. At present, these targets are non-binding, and primarily intended to help the State measure progress toward the 2030 statewide goal outlined in SB 32. The targets, however, are an input to the integrated resource plans that are required of the State's 16 largest local publicly-owned electric utilities ("POUs"). See "*Renewables Portfolio Standard*" below.

The GWSA also established an annual mandatory reporting requirement for all investor-owned utilities ("IOUs"), POUs, and other load-serving entities (electric utilities providing energy to end-use customers) to inventory and report greenhouse gas emissions to CARB, required CARB to adopt regulations for significant greenhouse gas emission sources (allowing CARB to design a "cap-and-trade" program) and gave CARB the authority to enforce such regulations beginning in 2012. The Authority and the Project Participants are complying with the applicable reporting requirements under the GWSA.

Assembly Bill 1279 ("AB 1279") established additional greenhouse-gas emission reduction goals. AB 1279 declares the policy of the State both to achieve net-zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net negative greenhouse gas emissions thereafter, and to ensure that by 2045, Statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels. Under AB 1279, "net zero greenhouse gas emissions" means emissions of greenhouse gases to the atmosphere are balanced by removals of greenhouse gas emissions over a period of time. At present, these targets are non-binding, and primarily intended to help the State progress toward the 2045 Statewide goal outlined in AB 1279.

Greenhouse Gas Emissions – Cap-and-Trade Program. Pursuant to the GWSA, CARB has adopted a series of regulations implementing a cap-and-trade program. The initial cap-and-trade regulation became effective on January 1, 2012. Emission compliance obligations under the regulation began on January 1, 2013. The cap-and-trade program covers sources accounting for 85% of California's greenhouse gas emissions, the largest program of its type in the United States.

The cap-and-trade regulations impose aggregate emissions limitations on the electricity generation industry in California. The cap-and-trade regulations require all regulated entities to obtain and submit to CARB compliance instruments (allowances and/or offsets) with respect to greenhouse gas emissions relating to its State generation activities, as well as for imported electricity from dedicated out-of-state resources. The cap-and-trade program includes the distribution of carbon allowances equal to the annual emissions cap. The Project Participants, like other electric utilities, receive administrative allocations of allowances for some of its expected greenhouse gas emissions. Additional allowances are auctioned quarterly. Entities that emit greenhouse gases at levels above those for which they receive administrative allocations, if any, must purchase the additional allowances they require at the CARB auctions or on the secondary market from other covered entities with surplus allowances. IOUs are required to auction the allowances they received for free from CARB. This requirement also applies to POUs that sell electricity into the California Independent System Operator Corporation ("ISO") markets, other than sales of electricity from resources funded by municipal tax-exempt debt where the POU makes a matched purchase to serve its traditional retail customers. Utilities required to sell their allowances in the auctions are then required to purchase allowances to meet their compliance obligations, and use any remaining proceeds from the sale of their allocated allowances for the benefit of their ratepayers and to meet the goals of the GWSA. POUs that do not sell into the ISO markets, and those that sell into the ISO markets only electricity from resources funded by municipal tax-exempt debt, have three options (which are not mutually exclusive) once their allocated allowances have been distributed to them. They can (i) place allowances in their compliance accounts to meet compliance obligations, (ii) place allowances in the compliance account of a joint powers agency or public power utility that generates power on their behalf, and/or (iii) auction the allowances and use the proceeds to benefit their ratepayers and meet the goals of the GWSA.

The cap-and-trade program also allows covered entities to use offset credits for compliance (initially not exceeding 8% of a covered entity's compliance obligation through the end of 2020). Offsets can be generated by emission reduction projects in sectors that are not regulated under the cap-and-trade program. CARB has approved the following types of offset projects: urban forest projects, reforestation projects, destruction of ozone-depleting substances, livestock methane management projects, destruction of fugitive coal mine methane and rice cultivation practices. CARB will continue to consider additional and updated offset protocols, including international, sector-based offsets; CARB is also required to reform the offset program pursuant to AB 398 as discussed below.

On July 17, 2017, the California Legislature passed AB 398, extending the cap-and-trade program from 2021 to 2030. AB 398 passed both houses with a 2/3 supermajority vote, which protects the legislation from certain legal challenges. Under AB 398, the distribution of free carbon allowances is continued for certain industrial sectors. However, AB 398 imposes stricter limits on the use of offset credits for compliance, with 4% of a covered entity's compliance obligation to be allowed to be satisfied with offsets from 2021 through 2025, and 6% thereafter. In addition, one-half of any such offsets will be required to be in California. Under AB 398, CARB was directed to address the following: establish a price ceiling, offer non-tradeable allowances at two price containment points below the price ceiling, transfer current vintages unsold for more than 24 months to the allowance price containment reserve, evaluate and address allowance over-allocation concerns, set industry assistance factors for allowance allocation, and establish allowance banking rules. Under AB 398, CARB was directed to include cost containment provisions to keep allowance prices from rising too high and pushing business expansion outside of the state (referred to as "leakage"). AB 398 was passed in conjunction with AB 617, which strengthens the monitoring of criteria air pollutants and toxic air contaminants in local communities. Amendments to the cap-and-trade regulations to reflect the requirements of AB 398 have been adopted by CARB and went into effect on April 1, 2019.

California's cap-and-trade program is linked to the equivalent program in Quebec, Canada. The program may in future years be linked to additional Canadian provincial cap-and-trade programs, and possibly other U.S. state cap-and-trade programs. The Authority and the Project Participants are unable to predict at this time the full impact of the cap-and-trade program over the long-term on the Project Participants' respective electric utilities or on the electric utility industry generally or whether any additional changes to the adopted program will be made.

Since the advent of the cap-and-trade program in 2012, regulations by CARB have provided the electric sector, including the Project Participants, with sufficient allocated greenhouse gas allowances or credits to cover existing operations in meeting retail load obligations. The Project Participants may bank allocated allowances in its compliance account to satisfy a portion of its ongoing compliance obligations. The Project Participants may also buy or sell allowances in the quarterly auctions or on the bi-lateral market to meet its additional compliance obligations. The Project Participants could be adversely affected by future changes in the allowance allocation methodology or by future reductions in the quantity of allowances allocated to it under CARB regulations, if the greenhouse gas emissions of its resource portfolio are in excess of the allowances administratively allocated to it and it is required to purchase compliance instruments on the market to cover its emissions.

See "—Federal Executive Orders Regarding State Laws" below.

Greenhouse Gas Emissions – Emissions Performance Standard. Senate Bill 1368 ("SB 1368") became effective as law on January 1, 2007. SB 1368 provided for an emission performance standard ("EPS"), restricting new investments in baseload fossil fuel electric generating resources that exceed a specified rate of greenhouse gas emissions. SB 1368 allows the CEC to establish a regulatory framework to enforce the EPS for POUs such as the Project Participants. The CEC regulations prohibit any investment in baseload generation that does not meet the EPS of 1,100 pounds of carbon dioxide ("CO₂") per MWh of

electricity produced, with limited exceptions for routine maintenance, requirements of pre-existing contractual commitments, or threat of significant financial harm.

As modified, the EPS regulations require a POU to post a notice of a public meeting at which its governing board will consider any expenditure over \$2.5 million to meet environmental regulatory requirements at a non-EPS compliant baseload facility. In addition, each POU is required to file an annual notice identifying all investments over \$2.5 million that it anticipates making during the subsequent 12 months on non-EPS compliant baseload facilities to comply with environmental regulatory requirements. This requirement is waived for any POU that has entered into a binding agreement to divest within five years of all baseload facilities exceeding the EPS. CEC staff has confirmed that the \$2.5 million threshold applies to an individual investment by each utility, and not the combined investment of all participants in a project.

Energy Procurement and Efficiency Reporting. Senate Bill 1037 (“SB 1037”) was signed by then Governor Schwarzenegger on September 29, 2005. It requires that each POU, including the Project Participants, prior to procuring new energy generation resources, first acquire all available energy efficiency, demand reduction, and renewable resources that are cost-effective, reliable and feasible. SB 1037 also requires each POU to report annually to its customers and to the CEC its investment in energy efficiency and demand reduction programs. The Project Participants are complying with such reporting requirements.

Assembly Bill 2021 (“AB 2021”), signed by then Governor Schwarzenegger on September 29, 2006, requires that POUs establish, report, and explain the basis of the annual energy efficiency and demand reduction targets by June 1, 2007 and every three years thereafter for a ten-year horizon. A subsequent amendment, Assembly Bill 2227, extended the time interval for establishing annual targets from every three years to every four years. The Project Participants have complied with this reporting requirement under AB 2021. The information obtained from the POUs from these reporting requirements is utilized by the CEC to present the progress made by the POUs towards the statewide goal to double energy efficiency savings in electricity and natural gas final end uses by 2030, to the extent doing so is cost effective, feasible, and does not adversely impact public health and safety, as prescribed in SB 350. In addition, the CEC can provide recommendations for improvement to assist each POU in achieving cost-effective, reliable, and feasible savings in conjunction with the established targets for reduction. See “– *Renewables Portfolio Standard*” below.

SB 350 further requires the CEC to establish annual targets for statewide energy efficiency savings and demand reduction that will achieve a cumulative doubling of statewide energy efficiency savings in electricity and natural gas final end uses of retail customers by January 1, 2030. The CPUC is required to establish energy efficiency targets for electrical and gas corporations consistent with this goal, and specify programs that may be used to achieve the goal. POUs are required to establish annual targets for energy efficiency savings and demand reduction consistent with the goal and to report those targets to the CEC every four years for the next 10-year period. The bill provides guidance as to what measures qualify and requires an evaluation of feasibility and cost effectiveness in setting annual targets for those savings.

Biomass Legislation. Senate Bill 859 (“SB 859”), signed by then-Governor Brown in September 2016, requires IOUs and POUs that serve more than 100,000 customers to procure, through financial commitments of five years, their proportionate shares (based on the ratio of the utility’s peak demand to the total statewide peak demand), of 125 MW of cumulative rated capacity from existing bioenergy projects that generate energy from (a) a byproduct of sustainable forestry management and (b) high fire-hazard zones. Senate Bill 901 (“SB 901”), signed into law in September 2018, requires POUs with certain biomass contracts to seek to extend their term five years past the original expiration date. The Authority has executed power purchase agreements to provide bioenergy to certain members that are subject to the procurement

requirements of SB 859 and SB 901 (which includes LADWP but not the other Project Participants). See “SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY – Other Projects of the Authority Not Financed by Bonds – Projects That Have Achieved Commercial Operation – *ARP-Loyalton Biomass Project*” and “– *Roseburg Biomass Project*.” Senate Bill 1109 (“SB 1109”) signed into law by Governor Newsom on September 16, 2022 (and effective on January 1, 2023) modifies SB 859’s requirement, instead requiring IOUs and POUs that serve more than 100,000 customers to procure, by December 1, 2023, through financial commitments of five to 15 years, their proportionate shares (based on the ratio of the utility’s peak demand to the total statewide peak demand), of 125 MW of cumulative rated capacity from existing bioenergy projects that generate energy from (a) a byproduct of sustainable forestry management and (b) high fire-hazard zones. However, such modified requirements under SB 1109 do not apply to a POU if it, either directly or through a joint powers authority, entered into the five-year financial commitments as previously required pursuant to SB 859 and those commitments include (1) a contract with a facility operator that was, on June 1, 2022, in bankruptcy or (2) a contract for a project that does not deliver energy to the POU. The requirements of SB 1109 do not apply to LADWP and the California cities of Anaheim and Riverside because they, either directly or through the Authority, entered into the five-year financial commitments as previously required pursuant to SB 859 and the ARP-Loyalton Biomass Project was in bankruptcy on June 1, 2022, and the Roseburg Biomass Project does not deliver energy to LADWP and the California cities of Anaheim and Riverside. SB 1109 also modified SB 901’s contract extension requirement instead requiring POUs with certain biomass contracts that expire before December 31, 2028, to seek to extend their term five years past the expiration date operative in 2022. These contract extension requirements, similarly, do not apply to LADWP and the California cities of Anaheim and Riverside under SB 1109.

Renewables Portfolio Standard. Senate Bill X1-2 (“SBX1-2”), the California Renewable Energy Resources Act, was signed into law by Governor Brown on April 12, 2011. SBX1-2 required each POU to adopt and implement a renewable energy resource procurement plan and established targets for three compliance periods for the procurement of at least the following amounts of electricity products from eligible renewable energy resources, which could include renewable energy certificates (“RECs”), as a proportion of total kilowatt hours sold to the utility’s retail end-use customers: (i) over the 2011-2013 compliance period, an average of 20% of retail sales from January 1, 2011 to December 31, 2013, inclusive; (ii) over the 2014-2016 compliance period, a total equal to 20% of 2014 retail sales, 20% of 2015 retail sales, and 25% of 2016 retail sales; and (iii) over the 2017-2020 compliance period, a total equal to 27% of 2017 retail sales, 29% of 2018 retail sales, 31% of 2019 retail sales, and 33% of 2020 retail sales. The governing boards of POUs are responsible for implementing the requirements of SBX1-2, rather than the CPUC, as is the case for the IOUs. In addition, the CEC was given certain enforcement authority for POUs and CARB was given the authority to set penalties. The CEC has developed detailed rules to implement SBX1-2, and has adopted regulations for the enforcement of the renewables portfolio standard (“RPS”) program requirements for POUs, which regulations have been subsequently amended from time to time.

SB 350, the Clean Energy and Pollution Reduction Act of 2015, was signed into law by then Governor Brown on October 7, 2015. SB 350, as enacted, establishes an RPS target of 50% by December 31, 2030 for the amount of electricity generated and sold to retail customers from eligible renewable energy resources for retail sellers and POUs, including interim targets of (i) 40% by the end of the 2021-2024 compliance period, (ii) 45% by the end of the 2025-2027 compliance period and (iii) 50% by the end of the 2028-2030 compliance period.

SB 350 requires each retail seller of electricity (including IOUs, most POUs above a certain size threshold, community choice aggregators and energy service providers) to provide a renewable energy procurement plan on an annual basis, and to file an integrated resource plan (“IRP”) at least once every five years, commencing no later than January 1, 2019, for CEC review. POUs with an annual electrical demand exceeding 700 gigawatt hours (as determined on a three-year average commencing January 1, 2013) are

subject to this requirement, which applies to the State’s 16 largest POUs. The governing body of the POU is responsible for adopting the IRP, subject to review by the CEC, which can recommend modifications to correct any shortcomings. This IRP is required to include the affected utility’s plans to meet the 2030 interim emissions reductions goal set by CARB. Each of the Project Participants has approved and adopted an integrated resource plan.

Senate Bill 100 (“SB 100”), the 100 Percent Clean Energy Act of 2018, was signed into law by then-Governor Brown in September 2018. SB 100 accelerates the State’s RPS target as established by SB 350 from 50% by 2030 to 60% by 2030 and sets a goal of 100% “clean energy” by the year 2045. SB 100 requires retail electric sellers and local publicly-owned electric utilities to procure a minimum quantity of electric products from eligible renewable energy resources so that the total kWhs of those products sold to retail end-use customers achieve 44% of retail sales by December 31, 2024, 52% of retail sales by December 31, 2027 and 60% of retail sales by December 31, 2030. SB 100 further establishes a State policy that eligible renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers by December 31, 2045. On the last day of the legislative session, after the passage of SB 100 in both the State Assembly and the State Senate, the bill’s author, Senator Kevin de Leon, filed a “Letter to the Journal” clarifying the intent of SB 100, stating that “SB 100 does not seek to require retail sellers of electricity to default on existing contractual obligations to deliver electricity to California customers from existing zero-carbon generating facilities.” This clarification allows existing nuclear resources (such as the Palo Verde Nuclear Generating Station) and large hydropower resources (such as Hoover Dam) to help meet the policy standard set forth in SB 100 that eligible renewable and zero-carbon resources supply 100% of retail sales of electricity by December 31, 2045.

In December 2020, the CEC adopted regulations to update the RPS Enforcement Procedures for Publicly Owned Utilities, including to update regulations amended by both SB 350 and SB 100, among other enacted bills. This includes implementing a major provision from SB 350, pertaining to long-term procurement of renewable resources, which requires, beginning January 1, 2021, that at least 65% of renewables procurement must be for a duration of 10 years or more. The regulations implement the new RPS procurement requirements for the compliance periods between 2021 and 2030, establish soft procurement targets for the intervening years of the compliance periods to demonstrate reasonable progress in meeting the RPS procurement target for the compliance periods, and establish three-year compliance periods beginning after 2030. The regulations also specify standards for 10-year procurement contracts to meet the long-term procurement requirement.

Senate Bill 1020 (“SB 1020”), the Clean Energy, Jobs, and Affordability Act of 2022, signed into law by Governor Newsom on September 16, 2022 (and effective on January 1, 2023), revises SB 100’s State policy on eligible renewable energy resources and zero-carbon resources supply. Under the revised State policy, eligible renewable energy resources and zero-carbon resources would supply (i) 90% of all retail sales of electricity to California end-use customers by December 31, 2035, (ii) 95% of all retail sales of electricity to California end-use customers by December 31, 2040, (iii) 100% of all retail sales of electricity to California end-use customers by December 31, 2045, (iv) and 100% of electricity procured to serve all state agencies by December 31, 2035. SB 100 had expressly excluded consideration of the energy, capacity, or any attribute from the Diablo Canyon Unit 1 and Unit 2 nuclear generating facilities in meeting the State’s eligible renewable and zero-carbon resources supply policies. SB 1020 eliminates that exclusion.

Legislation Relating to Wildfires; Related Risks. Senate Bill 1028 (“SB 1028”) was signed into law by then-Governor Brown in September 2016. SB 1028 requires that each POU and each electric cooperative in the State construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment. SB 1028 requires the governing board of each POU to determine, based on historical fire data and local conditions, and in

consultation with the fire departments or other entities responsible for the control of wildfires within the geographical area where the utility's overhead electrical lines and equipment are located, whether any portion of that geographical area has a significant risk of wildfire resulting from those electrical lines and equipment, and if so, to present for board approval wildfire mitigation measures the utility intends to undertake to minimize the risk of its overhead electrical lines and equipment causing a catastrophic wildfire.

SB 901, signed into law by then-Governor Brown in September 2018, amends certain provisions of SB 1028 requiring POU's and electric cooperatives to prepare wildfire mitigation measures if the utilities' overhead electrical lines and equipment are located in an area that has a significant risk of wildfire resulting from those electrical lines and equipment. Under SB 901, each POU or electric cooperative was required to prepare a wildfire mitigation plan before January 1, 2020. SB 901 requires the wildfire mitigation plan to be updated annually thereafter. SB 901 requires specified information and elements to be considered as necessary, at minimum, in the wildfire mitigation plan. The POU or electric cooperative is required to present each wildfire mitigation plan in an appropriately noticed public meeting, and to accept comments on its wildfire mitigation plan from the public, other local and state agencies, and interested parties. In addition, SB 901 requires the POU or electric cooperative to contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The report of the independent evaluator is to be made available to the public and to be presented at a public meeting of the POU's governing board.

Assembly Bill 1054 ("AB 1054") was signed into law by Governor Newsom on July 12, 2019. AB 1054 was enacted as an urgency statute to take effect immediately. AB 1054 establishes a Wildfire Fund of approximately \$21 billion to provide liquidity for IOUs to facilitate payment of eligible, uninsured third-party damage claims resulting from future catastrophic wildfires. POU's, including the Project Participants, are not eligible to receive funding from the Wildfire Fund. AB 1054 revises the cost recovery review of wildfire costs and expenses for IOUs before the CPUC, and establishes safety certification protocols that IOUs must meet in order to participate in the Wildfire Fund. AB 1054 provides for a cap on an IOU's obligations to reimburse the Wildfire Fund and a presumption of reasonableness if a utility develops and maintains a valid safety certification. To receive the safety certification from the CPUC, the IOU must develop and implement an approved wildfire mitigation plan, implement the findings of its safety culture assessments, establish a safety committee of its board of directors, establish board level reporting to the CPUC on safety issues, and adopt a compensation structure tied to safety performance, among other requirements. The major IOUs in California are participants in the Wildfire Fund.

AB 1054 expands on the existing requirements established under SB 901 for POU's to develop and implement wildfire mitigation plans. AB 1054 also establishes the California Wildfire Safety Advisory Board (the "Wildfire Advisory Board"), a seven member board appointed by the Governor (five members), the Speaker of the State Assembly (one member) and the State Senate Committee on Rules (one member). The Wildfire Advisory Board advises the Office of Energy Infrastructure Safety on electrical corporations' wildfire mitigation plans, requirements for these plans, and other wildfire safety matters. Additionally, the Wildfire Advisory Board reviews the wildfire mitigation plans submitted by POU's and electrical corporations as discussed in more detail below. The Wildfire Advisory Board also serves as an additional forum for the public to provide input on the important topic of wildfire safety. AB 1054 requires each POU to update its plan annually and to comprehensively revise its plan at least once every three years. Under AB 1054, the Wildfire Advisory Board is required to provide comments and an advisory opinion regarding the content and sufficiency of plans and to make recommendations on how to mitigate wildfire risks. The Project Participants have prepared and submitted wildfire mitigation plans in accordance with the provisions of SB 901 and AB 1054 as required.

A number of significant wildfires have occurred in California every year since 2017. Under the doctrine of inverse condemnation (a legal concept that entitles property owners to just compensation if their

property is damaged by a public use), California courts have imposed liability on utilities in legal actions brought by property holders for damages, where the inherent risks in the utility's infrastructure, as deliberately designed, constructed or maintained, are determined to be a substantial cause of damage to the property. Thus, if the facilities of a utility, such as its electric distribution and transmission lines, are determined to be the substantial cause of the plaintiff's damages, and the doctrine of inverse condemnation applies, the utility could be liable without having been found negligent. In August 2019, in its decision in the case of *City of Oroville v. Superior Court of Butte County* (2019) 7 Cal.5th 1091, 446 P.3d 304, involving damages related to sewage overflows from a city sewer system, the California Supreme Court held that to succeed on an inverse condemnation claim, a property owner must demonstrate that the property damage was the probable result or necessary effect of an inherent risk associated with the design, construction or maintenance of the relevant public improvement. None of SB 1028, SB 901 or AB 1054 addresses the existing legal doctrine relating to utilities' liability for wildfires. How any future legislation or judicial decisions addresses California's inverse condemnation doctrine and liability issues for utilities in the context of wildfires in particular could be significant for the electric utility industry, including the Project Participants. Wildfires in 2025 that severely impacted large populated areas of Los Angeles County could prompt significant new legislation impacting the electric utility sector, including the Project Participants. See "OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY - Changing Laws and Requirements Generally" herein.

Impact of California Energy Market Developments

The effect of the developments in the California energy markets described above on the Authority and the Project Participants cannot be fully ascertained at this time. Also, volatility in energy prices in California may be caused by a variety of factors that affect both the supply and demand for and cost of electric energy in the western United States. These factors include, but are not limited to, the adequacy of generation resources to meet demand at all hours, the availability and cost of renewable energy, the impact of economy-wide greenhouse gas emission legislation and regulations, fuel costs and availability, weather effects on customer demand, the impacts of climate change, wildfire mitigation and potential liability cost recovery, insurance costs, transmission congestion, the strength of the economy in California and surrounding states and levels of hydroelectric generation within the region (including the Pacific Northwest). See "OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY." This price volatility may contribute to greater volatility in the revenues of their respective electric systems from the sale (and purchase) of electric energy and, therefore, could materially affect a Project Participant's financial condition. The Project Participants undertake resource planning and risk management activities and manage their respective resource portfolios to mitigate such price volatility and spot market rate exposure.

Federal Executive Order Regarding State Laws

An April 2025 executive order issued by the President directs the United States Attorney General to identify state laws, regulations, causes of action, policies and practices "burdening the identification, development, siting, production, or use of domestic energy resources that are or may be unconstitutional, preempted by Federal law, or otherwise unenforceable." The executive order directs the Attorney General to prioritize the identification of any such state laws purporting to address "climate change" or involving "environmental, social, and governance" initiatives, "environmental justice," carbon or "greenhouse gas" emissions, and funds to collect carbon penalties or carbon taxes. The executive order further directs the Attorney General to take all appropriate action to stop the enforcement of such state laws and continuation of related civil actions that the Attorney General determines to be illegal.

OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

Federal Energy Legislation

Energy Policy Act of 2005. Under the federal Energy Policy Act of 2005 (“EPAct 2005”), the Federal Energy Regulatory Commission (“FERC”) was given refund authority over POU’s if they sell into short-term markets, like the ISO markets, and sell eight million MWhs or more of electric energy on an annual basis. In addition, FERC was given authority over the behavior of market participants. Under FERC’s authority it can impose penalties on any seller for using a manipulative or deceptive device, including market manipulation, in connection with the purchase or sale of energy or of transmission service. The Commodity Futures Trading Commission also has jurisdiction to enforce certain types of market manipulation or deception claims under the Commodity Exchange Act.

EPAct 2005 authorized FERC to issue permits to construct or modify transmission facilities located in a national interest electric transmission corridor if FERC determines that the statutory conditions are met. EPAct 2005 also required the creation of an Electric Reliability Organization (“ERO”) to establish and enforce, under FERC supervision, mandatory reliability standards (“Reliability Standards”) to increase system reliability and minimize blackouts. Failure to comply with such Reliability Standards exposes a utility to significant fines and penalties by the ERO.

NERC Reliability Standards. As described above, EPAct 2005 required FERC to certify an ERO to develop mandatory and enforceable Reliability Standards, subject to FERC review and approval. The Reliability Standards apply to users, owners and operators of the Bulk-Power System, as more specifically set forth in each Reliability Standard. On February 3, 2006, FERC issued Order 672, which certified the North American Electric Reliability Corporation (“NERC”) as the ERO. Many Reliability Standards have since been approved by FERC. Such standards pertain not only to the planning, operations, and maintenance of Bulk-Power System facilities, but also to the cyber and physical security of certain critical facilities.

The ERO or the entities to which NERC has delegated enforcement authority through an agreement approved by FERC (“Regional Entities”), such as the Western Electricity Coordinating Council (“WECC”), may enforce the Reliability Standards, subject to FERC oversight, or FERC may independently enforce them. Potential monetary sanctions include fines of up to \$1 million per violation per day. FERC Order 693 further provided the ERO and Regional Entities with the discretion necessary to assess penalties for such violations, while also having discretion to calculate a penalty without collecting the penalty if circumstances warrant.

Federal Regulation of Transmission Access

EPAct 2005 authorizes FERC to compel “open access” to the transmission systems of certain utilities that are not generally regulated by FERC, including municipal utilities if the utility sells more than four million MWhs of electricity per year. Under open access, a transmission provider must allow all customers to use the system under standardized rates, terms and conditions of service.

FERC Order No. 888 requires the provision of open access transmission services on a nondiscriminatory basis by all “jurisdictional utilities” (which, by definition, does not include municipal entities like the Project Participants) by requiring all such utilities to file Open Access Transmission Tariffs (“OATTs”). Order No. 888 also requires “non-jurisdictional utilities” (which, by definition, does include the Project Participants) that purchase transmission services from a jurisdictional utility under an open access tariff and that own or control transmission facilities to provide open access service to the jurisdictional utility under terms that are comparable to the service that the non-jurisdictional utility provides itself. Section 211A of EPAct 2005 authorizes, but does not require, FERC to order unregulated

transmission utilities to provide transmission services. Specifically, FERC may require an unregulated transmitting utility to provide access to their transmission facilities (1) at rates that are comparable to those that the unregulated transmitting utility charges to itself; and (2) on terms and conditions (not relating to rates) that are comparable to those under which the unregulated transmitting utility provides transmission services to itself that are not unduly discriminatory or preferential.

On February 16, 2007, FERC issued Order 890, which concluded that reform of its pro forma OATT was necessary to reduce the potential for undue discrimination and provide clarity in the obligations of transmission providers and customers. Significantly, in Order 890 FERC stated that it will implement its authority under Section 211A with respect to unregulated transmitting utilities on a case-by-case basis and retain the current reciprocity provisions.

On July 21, 2011, FERC issued Order 1000, which among other things requires public utility (jurisdictional) transmission providers to participate in a regional transmission planning process that produces a regional transmission plan and that incorporates a regional and inter-regional cost allocation methodology. Further, FERC states that it has the authority to allocate costs to beneficiaries of transmission services, even in the absence of a contractual relationship between the owner of the transmission facilities and the beneficiary. Under EPCA 2005, FERC may not require municipal utilities to join regional transmission organizations, in which participating utilities allow an independent entity to oversee operation of the utilities' transmission facilities. FERC has stated, however, that FERC expects such utilities to participate in the regional processes for transmission planning and that FERC will pursue associated complaints against such utilities on a case-by-case basis.

On May 13, 2024, FERC issued Order 1920 to reform the planning of the nation's transmission system as well as the allocation of costs for new transmission projects. Order 1920, among other things, requires public utility (jurisdictional) transmission providers to conduct and periodically update long-term regional transmission planning to anticipate future needs, consider a broad set of benefits when planning new facilities, identify opportunities to modify in-kind replacement of existing transmission facilities to increase their transfer capability, propose methods of cost allocation to pay for selected long-term regional transmission facilities, and increase transparency regarding local transmission planning information. Order 1920 expands the role of states throughout the process of planning, selecting and determining how to pay for new transmission facilities.

Order 1920 reflects input FERC sought from interested parties on a variety of reforms aimed at expanding the nation's transmission grid to accommodate the surge of renewable generation expected in the next two decades to achieve applicable decarbonization goals.

Federal Policy on Cybersecurity

On February 13, 2013, then President Obama issued the Executive Order "Improving Critical Infrastructure Security" (the "Infrastructure Security Executive Order"). Among other things, the Infrastructure Security Executive Order called for improved information sharing and processing of security clearances for owners and operators of critical infrastructure. The Infrastructure Security Executive Order further required the Secretary of Commerce to direct the National Institute of Standards and Technology ("NIST") to lead the development of a framework ("Framework") to reduce cyber risks to critical infrastructure. The voluntary Framework will continue to be updated and improved as industry provides feedback on implementation.

The Cybersecurity Information Sharing Act of 2015 was signed into law on December 18, 2015 as part of the year-end Omnibus Appropriations Act. It creates an industry-supported, voluntary cybersecurity

information sharing program that encourages both public and private sector entities to share cyber-related threat information. The Authority supported passage of the bill.

In September 2018, the federal administration signed the “National Cyber Strategy,” which sought to update the nation’s cybersecurity strategy for the first time in 15 years – and identified “energy and power” as one of the seven key areas for protection. FERC has also sought to expand reporting rules for incidents involving attempts to compromise operation of the electric grid and address supply chain cybersecurity risks.

In March of 2023, the federal administration adopted the 2023 National Cybersecurity Strategy. The 2023 National Cybersecurity Strategy replaces but continues momentum on many of the priorities of the 2018 National Cyber Strategy. The 2023 National Cybersecurity Strategy seeks to build and enhance collaboration around five pillars: (1) Defend Critical Infrastructure; (2) Disrupt and Dismantle Threat Actors; (3) Shape Market Forces to Drive Security and Resilience; (4) Invest in a Resilient Future; and (5) Forge International Partnerships to Pursue Shared Goals.

Environmental Issues

General. Electric utilities are subject to continuing environmental regulation. Federal, State and local standards and procedures that regulate the environmental impact of electric utilities are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that any facilities or projects of the Authority or the Project Participants will remain subject to the laws and regulations currently in effect, will always be in compliance with future laws and regulations or will always be able to obtain all required operating permits. An inability to comply with environmental standards could result in, for example, additional capital expenditures, reduced operating levels or the shutdown of individual units not in compliance. In addition, increased environmental laws and regulations may create certain barriers to new facility development, may require modification of existing facilities and may result in additional costs for affected resources.

Greenhouse Gas Regulations Under the Clean Air Act. The United States Environmental Protection Agency (the “EPA”) regulates greenhouse gas emissions under existing law by imposing monitoring and reporting requirements, and through its permitting programs. Like other air pollutants, greenhouse gases are regulated under the Clean Air Act through the Prevention of Significant Deterioration (“PSD”) Permit Program and the Title V Permit Program. A PSD permit is required before commencement of construction of new major stationary sources or major modifications of a major stationary source and requires best available control technologies (“BACT”) to control emissions at a facility. Title V permits are operating permits for major sources that consolidate all Clean Air Act requirements (arising, for example, under the Acid Rain, New Source Performance Standards, National Emission Standards for Hazardous Air Pollutants, and/or PSD programs) into a single document and the permit process provides for review of the documents by the EPA, state agencies and the public. Greenhouse gases from major natural gas-fired facilities are regulated under both permitting programs through performance standards imposing efficiency and emissions standards.

In May 2023, the EPA proposed new regulations under the Clean Air Act that would establish greenhouse gas emission limits, based on pollution control technology or lower-carbon fuels, for new gas plants, existing gas plants, and existing coal plants, as specified. In February 2024, the EPA announced that it will remove the elements that would have applied to existing natural gas-fired power plants from the final version of the rule. Instead, the EPA stated that it will commence a new rulemaking process that will apply to existing natural gas-fired plants and regulate additional pollutants. The rule relating to new gas plants and existing coal plants was finalized on April 25, 2024.

Air Quality – National Ambient Air Quality Standards. The Clean Air Act requires that the EPA establish National Ambient Air Quality Standards (“NAAQS”) for certain air pollutants. When a NAAQS has been established, each state must identify areas in its state that do not meet the EPA standard (known as “non-attainment areas”) and develop regulatory measures in its state implementation plan to reduce or control the emissions of that air pollutant in order to meet the applicable standard and become an “attainment area.” The EPA periodically reviews the NAAQS for various air pollutants and has in recent years increased, or proposed to increase, the stringency of the NAAQS for certain air pollutants. These developments may result in stringent permitting processes for new sources of emissions and additional state restrictions on existing sources of emissions, such as power plants.

In addition, the U.S. Supreme Court found in its review of *EPA v. EME Homer City Generation, LP* that the EPA has authority to impose a Cross-State Air Pollution Rule (the “Transport Rule”) which curbs air pollution emitted in upwind states to facilitate downwind attainment of three NAAQS. On November 26, 2014, the EPA proposed to strengthen the stringency of the NAAQS for ozone by lowering the existing ozone standard of 75 parts per billion (“ppb”) to between 65 and 70 ppb, although the EPA also sought public comment on a standard as low as 60 ppb. On October 1, 2015, the EPA issued its final rule, lowering the ozone standard to 70 ppb. Legal challenges to the final rule were filed by a number of states and industry groups. On March 12, 2018, a federal district judge in Northern California ordered the EPA to complete the strengthened 2015 ozone standard designations later in 2018. The EPA noticed a final rule on December 6, 2018 implementing ozone NAAQS for non-attainment areas and addressing state implementation plan requirements. That rule became effective on February 4, 2019.

On July 15, 2020, the EPA announced a proposed decision to retain the existing 70 ppb ozone standard. The decision was finalized on December 7, 2020. In August 2023, the EPA announced a new review of the ozone NAAQS to support consideration of new information and advice.

While some particulate matter is emitted directly from sources such as construction sites, unpaved roads, fields, smokestacks or fires, most particles form in the atmosphere as a result of complex reactions of chemicals such as sulfur dioxide and nitrogen oxides, which are pollutants emitted from power plants and other sources. On February 7, 2024, the EPA announced a final rule to strengthen certain NAAQS for fine particulate matter. Areas that are designated as nonattainment areas have planning obligations to demonstrate attainment and meet the new standard within 6 years following the nonattainment designations.

Mercury and Air Toxics Standards. The Clean Air Act provides for a comprehensive program for the control of hazardous air pollutants, including mercury. On February 16, 2012, the EPA finalized a rule, the Mercury and Air Toxics Standards (“MATS”), establishing new standards to reduce air pollution from coal- and oil-fired power plants under sections 111 (new source performance standards, or “NSPS”) and 112 (toxics program) of the Clean Air Act. The rule was subsequently amended in 2013 and 2014. Under section 111 of the Clean Air Act, the MATS rule revised the standards that new and modified facilities, including coal- and oil-fired power plants, must meet for particulate matter, sulfur dioxide, and nitrogen oxide. Under section 112, the MATS rule set new toxics standards limiting emissions of heavy metals, including mercury, arsenic, chromium, and nickel; and acid gases, including hydrochloric acid and hydrofluoric acid, from existing and new power plants larger than 25 MW that burn coal or oil. Power plants would have up to four years to meet these standards. While many plants already meet some or all of these revised standards, some plants would be required to install new equipment to meet the standards. The rule has minimal impact to the Authority and the Project Participants. IPP, which has coal-fired power plants, did not have to install control technology, and the EPA has deemed the IPP units as low-emitting units. IPP is subject to periodic testing, work practice standards and recordkeeping requirements as a result of the rule. On July 17, 2020, the EPA finalized revisions to the electronic reporting requirements for MATS that revised and streamlined the reporting requirements and provided enhanced access to MATS data, without imposing new monitoring requirements. In April 2024, the EPA finalized a rule that modified

regulation of coal- and oil-fired power plants, including further restricting their emissions and changing emissions monitoring requirements. In March 2025, the EPA announced plans to reconsider the final rules for existing coal-fired and new natural gas-fired power plants which were promulgated under the prior administration. In April 2025, the President signed a proclamation granting two years of relief from an environmental rule to certain coal-fired power plants, allowing certain coal plants to comply with a less stringent version of the MATS rule for two years.

Effluent Limitations Guidelines and Standards. On June 7, 2013, the EPA proposed to set technology-based effluent limitations guidelines and standards for metals and other pollutants in wastewater discharged from steam electric power plants. The proposal would cover wastewater associated with several types of equipment and processes, including flue gas desulfurization, fly ash, bottom ash, flue gas mercury control and gasification of fuels. The EPA considered best management practices for surface impoundments containing coal combustion residuals. The EPA proposed four preferred alternatives for regulating wastewater discharges. The stringency of controls, types of waste streams covered, and the costs varied among the four alternatives. On September 30, 2015, the EPA announced its final Steam Electric Effluent Limitation Guidelines to update the federal limits on toxic metals in discharge wastewater. On June 6, 2017, the Trump Administration announced that it was postponing certain compliance dates in the effluent limitation guidelines and standards for the new, more stringent steam electric point source category under the Clean Water Act until the EPA completes reconsideration of the 2015 rule. On May 2, 2018, the EPA noticed the Final 2016 Effluent Guidelines Program Plan, which identified one new rulemaking (and the associated schedule) for the steam electric power generating point source category. The proposed rule was published in November 2019, a public hearing on the proposed rule was held on December 19, 2019, and the final rule for steam electric power generation point source was published on August 31, 2020. On August 3, 2021, the EPA announced a planned-rulemaking to strengthen certain discharge limits in the steam electric power generating category. On May 9, 2024, the EPA finalized a supplemental rulemaking for coal-fired plants to strengthen certain wastewater discharge limits.

Changing Laws and Requirements Generally

Congress has considered and is considering numerous bills addressing domestic energy policies and various environmental matters, including bills relating to energy supplies and financial incentives for development, climate change and reduction or elimination of net carbon dioxide emission attributable to the electricity grid and the economy more generally. Many of these bills, if enacted into law, could have a material impact on the Authority, the Project Participants and the electric utility industry generally. In light of the variety of issues affecting the utility sector, federal energy legislation in other areas such as reliability, transmission planning and cost allocation, operation of markets, environmental requirements, and cybersecurity is also possible. However, the Authority and the Project Participants are unable to predict the outcome or potential impacts of any possible legislation on each Project Participant's electric utility at this time.

New executive administrations, including the President of the United States, could also impact substantially the current environmental standards and regulations and other matters described herein. For example, upon taking office in January 2025, President Trump issued a series of executive orders affecting executive actions and policies implemented by the prior administration. One such executive order revoked a number of executive actions taken by the Biden administration, including revoking certain executive orders of the Biden administration relating to climate change and clean energy, requiring federal agencies to review all federal government actions taken pursuant to the revoked orders and to take necessary steps to rescind, replace or amend such actions. In addition, the President issued a separate executive order directing the heads of all federal agencies to review all agency actions affecting the development of domestic energy resources, such as oil, natural gas, coal, hydropower, biofuels, critical mineral, and nuclear energy, and within 30 days of identifying any agency action that unduly burdens the production of domestic

energy resources, to develop and begin action plans to rescind or revise the agency actions. Further, the agencies were directed to notify the Attorney General so that appropriate action may be taken in any pending litigation, including the request of a stay, related to the identified agency action. The outcome and potential impact of these executive orders is not yet known, and additional executive actions could potentially impact the electric utility sector and each Project Participant's electric system.

General Economic Conditions

The electric utility costs (including those of each Project Participant's electric system) are affected by numerous factors, many of which are macroeconomic industry variables that are beyond its control. Some of the recent factors include inflation, supply chain disruptions and delays, labor shortages and rising labor costs, and rising interest rates. Inflation and other factors can increase the price of fuel and commodities integral to electric system operations. The United States Federal Reserve has taken intermittent actions resulting in increased interest rates, which can result in an increase to the costs of capital. The global economy has also faced supply chain shortages and delays in recent years. Global economic and geopolitical crises may also lead to increased costs to electric systems. The occurrence of global events and macroeconomic factors and their impacts are difficult to predict but may have a material adverse effect on the electric system results of operations and financial condition, including for each Project Participant's electric system.

Cybersecurity Risks

Many public and private entities and utilities (including the Project Participants), rely on computer and other digital networks and systems to conduct operations. Such technologies are potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. United States government agencies have in the past issued warnings indicating that critical infrastructure sectors such as electric systems may be specific targets of cybersecurity threats. Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to digital networks and systems for the purposes of misappropriating assets or information or causing operational disruption and damage.

To mitigate the risk of business operations impact and/or damage from cybersecurity incidents or cyber-attacks, each Project Participant invests in multiple forms of cybersecurity and operational safeguards. Although the Project Participants have a variety of security measures and safeguards in place with respect to their respective electric system, no assurances can be given that any existing or additional safety and security measures will prove adequate in the event that cyberattacks or military conflicts or terrorist activities, including cyber terrorism, are directed against a Project Participant's systems technology or the assets of the applicable electric system. Cyberattacks are becoming more sophisticated and certain cyber incidents, such as surveillance, may remain undetected for an extended period. Attacks directed at critical electric sector operations could damage generation, transmission or distribution assets, cause operational malfunctions and outages, and result in costly recovery and remediation efforts. The costs of security measures or of remedying damage from security breaches could be greater than presently anticipated.

Global Health Emergencies

A pandemic, epidemic or outbreak of an infectious disease can have significant adverse health and financial impacts on global and local economies. For example, beginning in 2020, the COVID 19 pandemic negatively affected economic activity throughout the world, including the United States and the State of California. The initial impacts of stay-at-home orders globally were unprecedented, with commerce, travel, asset values and financial markets experiencing disruptions worldwide. While the COVID 19 pandemic

impacted each Project Participant in certain respects, the Project Participants did not experience a material adverse impact to their respective electric system's operations or its ability to meet its financial obligations as a result of the COVID 19 pandemic. While the declarations of COVID 19 as a public health emergency have been lifted, future pandemics and other widespread public health emergencies can and do arise from time to time. The Project Participants cannot predict whether another national or localized outbreak of highly contagious or epidemic disease in the future could negatively impact the Participant's electric system operations and finances and/or the economy of its service area.

Other Factors

The electric utility industry in general has been, or in the future may be, affected by a number of other factors which could affect the financial condition and competitiveness of many electric utilities and the level of utilization of generating and transmission facilities. In addition to the factors discussed above, such factors include, among others, (a) effects of compliance with rapidly changing environmental, safety, licensing, regulatory and legislative requirements other than those described above (including those affecting nuclear power plants or potential new energy storage requirements), (b) changes resulting from conservation and demand-side management programs on the timing and use of electric energy, (c) effects on the integration and reliability of power supply from the increased usage of renewables, (d) changes resulting from a national energy policy, (e) effects of competition from other electric utilities (including increased competition resulting from a movement to allow direct access or expanded community choice aggregation or from mergers, acquisitions, and "strategic alliances" of competing electric and natural gas utilities and from competitors transmitting less expensive electricity from much greater distances over an interconnected system) and new methods of, and new facilities for, producing low-cost electricity, (f) the repeal of certain federal statutes that would have the effect of increasing the competitiveness of many IOUs, (g) increased competition from independent power producers and marketers, brokers and federal power marketing agencies, (h) "self-generation" or "distributed generation" (such as microturbines, fuel cells and solar installations) by industrial and commercial customers and others, (i) issues relating to the ability to issue tax-exempt obligations, including restrictions on the ability to sell to nongovernmental entities electricity from generation projects and transmission service from transmission line projects financed with outstanding tax-exempt obligations and, as of January 1, 2018, the loss of the ability to undertake tax-exempt advance refundings, (j) effects of inflation on the operating and maintenance costs of an electric utility and its facilities, (k) changes from projected future load requirements, (l) increases in costs and uncertain availability of capital, (m) shifts in the availability and relative costs of different fuels (including the cost of natural gas and nuclear fuel), (n) changes in the electric market structure for neighboring electric grids, such as the energy imbalance market operated by the ISO, (o) sudden and dramatic increases in the price of energy purchased on the open market that may occur in times of high peak demand in an area of the country experiencing such high peak demand, such as has occurred in the past in California, (p) issues relating to risk management procedures and practices with respect to, among other things, the purchase and sale of natural gas, energy and transmission capacity, (q) other legislative changes, voter initiatives, referenda and statewide propositions, (r) effects of the changes in the economy, population and demand of customers within a utility's service area, (s) effects of possible manipulation of the electric markets, (t) acts of terrorism or cyber-terrorism impacting a utility and/or significant load customers, (u) changes to the climate; (v) natural disasters or other physical calamities, including, but not limited to, earthquakes, droughts, severe weather, floods and wildfires, and potential liabilities of electric utilities in connection therewith, and (w) adverse impacts to the market for insurance relating to recent wildfires and other calamities, leading to higher costs or prohibitively expensive coverage, or limited or unavailability of coverage for certain types of risk. Any of these factors (as well as other factors) could have an adverse effect on the financial condition of any given electric utility and likely will affect individual utilities in different ways.

The Authority is unable to predict what impacts such factors will have on the business operations and financial condition of the Project Participants' respective electric systems, but the impacts could be significant. This Official Statement includes a brief discussion of certain of these factors. This discussion does not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date hereof. Extensive information on the electric utility industry is available from the legislative and regulatory bodies and other sources in the public domain, and potential purchasers of the 2025 Bonds should obtain and review such information.

CONSTITUTIONAL LIMITATIONS IN CALIFORNIA AFFECTING FEES AND CHARGES IMPOSED BY THE PROJECT PARTICIPANTS

The following is a discussion of certain limitations under provisions of the California Constitution that may affect the rates, fees and charges imposed by the Project Participants for the electric services they provide.

Proposition 218 and Proposition 26

Proposition 218, a State ballot initiative known as the "Right to Vote on Taxes Act," was approved by the voters of the State of California on November 5, 1996. Proposition 218 added Articles XIIC and XIID to the State Constitution. Article XIIC imposes a majority voter approval requirement on local governments (including the Project Participants) with respect to taxes for general purposes, and a two-thirds voter approval requirement with respect to taxes for special purposes. Article XIID creates additional requirements for the imposition by most local governments of general taxes, special taxes, assessments and "property-related" fees and charges. Article XIID explicitly exempts fees for the provision of electric service from the provisions of such article.

Article XIIC expressly extends the people's initiative power to the reduction or repeal of local taxes, assessments, and fees and charges imposed prior to its effective date (November 1996). The California Supreme Court held in *Bighorn-Desert View Water Agency v. Verjil*, 39 Cal.4th 205 (2006) that, under Article XIIC, local voters by initiative may reduce a public agency's water rates and delivery charges, as those are property-related fees or charges within the meaning of Article XIID, and noted that the initiative power described in Article XIIC may extend to a broader category of fees and charges than the property-related fees and charges governed by Article XIID. Moreover, in the case of *Bock v. City Council of Lompoc*, 109 Cal.App.3d 52 (1980), the Court of Appeal determined that an electric rate ordinance was not subject to the same constitutional restrictions that are applied to the use of the initiative process for tax measures so as to render it an improper subject of the initiative process. Thus, electric service charges (which are expressly exempted from the provisions of Article XIID) may be subject to the initiative provisions of Article XIIC, thereby subjecting such fees and charges to reduction by the electorate. The Authority believes that even if the electric rates of the Project Participants are subject to the initiative power, under Article XIIC or otherwise, the electorate of the Project Participants would be precluded from reducing electric rates and charges in a manner materially and adversely affecting the payment of the 2025 Bonds by virtue of the "impairment of contracts clause" of the United States Constitution.

The California electorate approved Proposition 26 at the November 2, 2010 election, amending Article XIIC of the California Constitution. Proposition 26 was designed to supplement tax limitations California voters adopted when they approved Proposition 13 in 1978, and Proposition 218 in 1996. Proposition 26 applies by its terms to any levy, charge or exaction imposed, increased or extended by a local government on or after November 3, 2010. Proposition 26 deems any such levy, charge or fee to be a "tax", requiring voter approval under Article XIIC unless it comes within one of the listed exceptions. Proposition 26 expressly excludes from its definition of a "tax," among other things, a "charge imposed for a specific government service or product provided directly to the payor that is not provided to those not

charged, and which does not exceed the reasonable costs to the local government of providing the service or product.” Proposition 26 is applicable to the electric rates of governmental entities such as the Project Participants; therefore, newly adopted rates must conform to its requirements.

Proposition 26 is subject to interpretation by California courts, including the extent to which it is applicable to pre-existing electric rates and general fund transfers. A number of lawsuits have been filed against public agencies in California relating to electric utility fund transfers. In *Citizens for Fair REU Rates v. City of Redding* (filed on January 20, 2015 and modified on February 19, 2015), for example, the California Court of Appeal considered a ratepayer challenge to a “payment in lieu of taxes” (or “PILOT”) required by the City of Redding to be made by its electric utility as an annual budgetary transfer amount without voter approval. The city’s PILOT was designed to compensate the general fund for the costs of services that other city departments provide to the electric utility. The amount of the PILOT was equivalent to the ad valorem taxes the electric utility would have had to pay if the electric utility were privately owned. The suits alleged that the PILOT was passed through to the city’s electric utility customers as part of the rates and charges for electric service in excess of the reasonable costs to the city of providing electric service. The Court of Appeal determined that Proposition 26 has no retroactive effect as to local taxes that existed prior to November 3, 2010, but found that since the PILOT was subject to the City Council’s recurring discretion, the PILOT did not escape the purview of Proposition 26. The Court of Appeal concluded that the PILOT constituted a “tax” under Proposition 26 for which the city must secure voter approval unless the city proved that the amount collected was necessary to cover the reasonable costs to the city of providing electric service. On April 29, 2015, the California Supreme Court granted review of the decision of the Court of Appeal. The California Supreme Court rendered its decision on August 27, 2018, reversing the judgment of the Court of Appeal. The California Supreme Court determined that the budgetary transfer from the City of Redding electric utility to the city’s general fund, calculated by using the PILOT, itself is not the type of exaction that is subject to Article XIII C of the California Constitution. The court reasoned that it is only the City of Redding electric utility rate, not the PILOT, that is imposed on customers for electric service. The California Supreme Court concluded that because the total retail rate revenue of the electric utility was insufficient to cover the electric utility’s uncontested operating expenses (other than the PILOT) in the years at issue, the challenged rate did not exceed the reasonable costs of providing electric service, and therefore did not constitute a tax.

The Authority and the Project Participants are unable to predict at this time how Propositions 218 and 26 will ultimately be interpreted by the courts in the context of the Project Participants’ respective electric system rates or what the ultimate impact of Propositions 218 or 26 will be.

Other Initiatives

Articles XIII C and XIII D and the amendments effected thereto by Proposition 26 were adopted as measures that qualified for the ballot pursuant to California’s initiative process. From time to time, other initiatives have been, and could be, proposed, and if qualified for the ballot, could be adopted affecting the Authority’s and/or the Project Participants’ revenues or operations. Neither the nature and impact of these measures nor the likelihood of qualification for ballot or passage can be predicted by the Authority or the Project Participants.

LITIGATION

At the time of delivery of the 2025 Bonds, an authorized officer of the Authority will certify that, to the knowledge of such officer, there is no litigation or other proceeding pending or threatened in any court, agency or other administrative body (either State of California or federal) restraining or enjoining the issuance, sale or delivery of the 2025 Bonds or the collection of Revenues, or in any way questioning or affecting (i) the Authority’s power, or any authority, for the issuance of the 2025 Bonds, (ii) the validity of

any provision of the 2025 Bonds or the Indenture, (iii) the pledge by the Authority under the Indenture, (iv) the validity or enforceability of the Renewal Transmission Service Contracts, (v) the legal existence of the Authority or the title to office of the present officials of the Authority or (vi) the authority of the Authority to undertake the Southern Transmission System Renewal Project.

TAX MATTERS

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the 2025 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the 2025 Bonds. Pursuant to the Indenture and the Tax and Nonarbitrage Certificate (the “Tax Certificate”), the Authority has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the 2025 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the Authority has made certain representations and certifications in the Indenture and the Tax Certificate. Special Tax Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Special Tax Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the Authority described above, interest on the 2025 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Special Tax Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the 2025 Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the “adjusted financial statement income” of such corporations.

State Taxes

Special Tax Counsel is also of the opinion that interest on the 2025 Bonds is exempt from personal income taxes of the State of California (the “State”) under present State law. Special Tax Counsel expresses no opinion as to other State or local tax consequences arising with respect to the 2025 Bonds nor as to the taxability of the 2025 Bonds or the income therefrom under the laws of any state other than the State of California.

Original Issue Discount

Special Tax Counsel is further of the opinion that the excess of the principal amount of a maturity of the 2025 Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the 2025 Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the 2025 Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash

payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium

2025 Bonds sold at prices in excess of their principal amounts are “Premium Bonds”. An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which offsets the amount of tax-exempt interest and is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such 2025 Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Ancillary Tax Matters

Ownership of the 2025 Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the 2025 Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the 2025 Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Special Tax Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinions attached as Appendix F. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the 2025 Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the 2025 Bonds for federal or state income tax purposes, and thus on the value or marketability of the 2025 Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the 2025 Bonds from gross income for federal or state income tax purposes, or otherwise. It

is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the 2025 Bonds may occur. Prospective purchasers of the 2025 Bonds should consult their own tax advisors regarding the impact of any change in law on the 2025 Bonds.

Special Tax Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the 2025 Bonds may affect the tax status of interest on the 2025 Bonds. Special Tax Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the 2025 Bonds, or the interest thereon, if any action is taken with respect to the 2025 Bonds or the proceeds thereof upon the advice or approval of other counsel.

RATINGS

Moody's Investors Service, Inc. and Fitch Ratings, Inc. have assigned the 2025 Bonds the credit ratings of "[]" and "[]," respectively. No application has been made to any other rating agency in order to obtain additional ratings on the 2025 Bonds. Each credit rating should be evaluated independently of any other rating. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. A credit rating reflects only the view of the organization furnishing the same and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same.

The above described ratings are not a recommendation to buy, sell or hold the 2025 Bonds. There is no assurance that any such rating will continue for any given period or that it will not be revised downward or withdrawn entirely by the rating agency furnishing such rating, if in the judgment of such rating agency, circumstances so warrant. The Authority undertakes no responsibility to oppose any such revision or withdrawal. Any downward revision or withdrawal of a credit rating may have an adverse effect on the market price of the 2025 Bonds.

UNDERWRITING

The 2025 Bonds will be purchased for reoffering by RBC Capital Markets, LLC, as representative (the "Representative") of itself, PNC Capital Markets, LLC, Barclays Capital Inc., J.P. Morgan Securities LLC, BofA Securities Inc., TD Securities (USA) LLC and Wells Fargo Bank, National Association (the "Underwriters"), at a purchase price of \$_____, representing the par amount of the 2025 Bonds of \$_____, plus original issue premium of \$_____, and less an Underwriters' discount of \$_____. The Underwriters will be obligated to purchase all of the 2025 Bonds if any of the 2025 Bonds are purchased.

The Underwriters may offer and sell the 2025 Bonds to certain dealers (including dealers depositing 2025 Bonds into investment trusts) and others at prices lower than the respective public offering prices stated or derived from information stated on the inside cover page hereof. The initial public offering prices may be changed from time to time by the Underwriters.

RBC Capital Markets, LLC (RBCCM), an underwriter of the 2025 Bonds, has entered into a distribution arrangement with its affiliate City National Securities, Inc. (CNS). As part of this arrangement, RBCCM may distribute municipal securities to investors through the financial advisor network of CNS. As part of this arrangement, RBCCM may compensate CNS for its selling efforts with respect to the 2025 Bonds.

J.P. Morgan Securities LLC ("JPMS"), an underwriter of the 2025 Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc.

(“CS&Co.”) and LPL Financial LLC (“LPL”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase 2025 Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any 2025 Bonds that such firm sells.

BofA Securities, an underwriter of the 2025 Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill”). As part of this arrangement, BofA Securities may distribute securities to Merrill, which may in turn distribute such securities to investors through the financial advisor network of Merrill. As part of this arrangement, BofA Securities may compensate Merrill as a dealer for their selling efforts with respect to the 2025 Bonds.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group (“WFBNA”), the sole underwriter of the 2025 Bonds, has entered into an agreement (the “WFA Distribution Agreement”) with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “Wells Fargo Advisors”) (“WFA”), for the distribution of certain municipal securities offerings, including the 2025 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the 2025 Bonds with WFA. WFBNA has also entered into an agreement (the “WFSLLC Distribution Agreement”) with its affiliate Wells Fargo Securities, LLC (“WFSLLC”), for the distribution of municipal securities offerings, including the 2025 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

CERTAIN RELATIONSHIPS

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities 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. Under certain circumstances, the Underwriters and their respective affiliates may have certain creditor and/or other rights against the Authority and the Project Participants in connection with such activities. The Underwriters and their respective affiliates have, from time to time, performed and may in the future perform, various investment banking services for the Authority, for which they received or will receive customary fees and expenses.

In the course of their various business activities, the Underwriters and their respective affiliates, may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Authority (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Authority.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market advice 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.

MUNICIPAL ADVISOR

The Authority has retained PFM Financial Advisors LLC, Los Angeles, California, as Municipal Advisor (the “Municipal Advisor”) in connection with the issuance of the 2025 Bonds. The Municipal Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent municipal 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 2025 Bonds.

CERTAIN LEGAL MATTERS

Certain legal matters in connection with the authorization and issuance of the 2025 Bonds are subject to the approval of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel. The form of opinion letter that Bond Counsel proposes to render with respect to the 2025 Bonds is attached as Appendix E hereto. Certain other legal matters with respect to the Authority will be passed upon by its General Counsel, Christine Godinez, Esq., and with respect to the 2025 Bonds by Nixon Peabody LLP, Los Angeles, California, Special Tax Counsel. The form of opinion that Special Tax Counsel proposes to render with respect to the 2025 Bonds is attached as Appendix F hereto. Bond Counsel will not address any of the tax aspects of the 2025 Bonds. Certain legal matters will be passed upon for the Underwriters by their counsel, Hawkins, Delafield & Wood LLP, Sacramento, California. Norton Rose Fulbright US LLP is also serving as Disclosure Counsel to the Authority in connection with the 2025 Bonds.

CONTINUING DISCLOSURE UNDERTAKING FOR THE 2025 BONDS

The Authority will enter into a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) for the benefit of the beneficial owners of the 2025 Bonds to send certain information annually and to provide notice of certain events to the MSRB’s EMMA system for municipal securities disclosures, pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (“Rule 15c2-12”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

A failure by the Authority to comply with the Continuing Disclosure Undertaking will not constitute an event of default under the Indenture or the 2025 Bonds and Beneficial Owners of the 2025 Bonds shall only be entitled to the remedies for any such failure described in the Continuing Disclosure Undertaking. A failure by the Authority to comply with the Continuing Disclosure Undertaking must be reported in accordance with Rule 15c2-12 and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2025 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2025 Bonds and their market price. The Continuing Disclosure Undertaking and commitments of the Authority described under this heading and in APPENDIX D hereto to furnish the above-described documents and information are agreements and commitments solely of the Authority.

The Authority is in compliance in all material respects with its continuing disclosure undertakings for the last five years. During the last five years, the Authority has filed annual reports for between 13 and 16 different projects for which it has issued revenue bonds. In the last five years, although the Authority generally has routinely filed notices of known instances of rating changes in connection with its revenue bonds, three rating changes in each of 2022, 2023 and 2024 were inadvertently not updated. Filings have been posted with EMMA to update the ratings. Lastly, for the fiscal year 2019-20 annual report relating to

the Authority's Magnolia Power Project A, Refunding Revenue Bonds, 2020-1 and 2020-3, the audited financial statements of the Anaheim Public Utilities Department were timely filed but inadvertently were not linked to all relevant CUSIP numbers. The Authority has since caused such information to be linked to all relevant CUSIP numbers. The Authority believes it has established processes to ensure it will continue to comply in all material respects with its continuing disclosure undertakings in the future.

AVAILABLE INFORMATION

Copies of the Authority's most recent audited financial statements and Annual Report, and copies of the forms of the Renewal Transmission Service Contracts, the Renewal Capacity Acquisition Agreements, the Original Southern Transmission System Agreement, the Renewal Southern Transmission System Agreement, Original Power Sales Contracts, the Renewal Power Sales Contracts, the Renewal Agency Agreement and the Indenture are available from the Authority, 1160 Nicole Court, Glendora, California 91740.

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**

By _____
Executive Director

APPENDIX A

**THE PROJECT PARTICIPANT WITH THE LARGEST
RENEWAL TRANSMISSION SERVICE SHARE**

The following information concerning The Department of Water and Power of the City of Los Angeles (in this section, the “Department”) and such Department’s Power System, has been prepared by the Department for inclusion herein. This information does not purport to cover all aspects of the business, operations and financial position of the Department or the Power System. A copy of the most recent audited financial statements of the Power System (the “Department’s Power System Financial Statements”) may be obtained from John Equina, Chief Accounting Employee and Assistant Chief Financial Officer and Treasurer of the Department of Water and Power of the City of Los Angeles, 111 North Hope Street, Room 465, Los Angeles, California 90012, and is also available on the Electronic Municipal Market Access (“EMMA”) website of the Municipal Securities Rulemaking Board (“MSRB”), currently located at <http://emma.msrb.org>. The Department’s Power System Financial Statements are incorporated herein by this reference. However, other information presented on such website or referenced therein other than the Department’s Power System Financial Statements is not part of this Official Statement and is not by reference to such website incorporated herein.

THE DEPARTMENT

General

The Department is the largest municipal utility in the United States and is a proprietary department of the City of Los Angeles (the “City”). Control of Power System assets and funds is vested with the Board of Water and Power Commissioners of the City of Los Angeles (the “Board”), whose actions are subject to review by the City Council of the City (the “City Council”). The Department is responsible for providing the electric and water requirements of its service area. The Department provides electric and water service almost entirely within the boundaries of the City. The City encompasses approximately 473 square miles and is populated by approximately 3.8 million residents.

Department operations began in the early years of the twentieth century. The first Board of Power Commissioners was established in 1902. Nine years later, the responsibilities for the provision of electricity and water within the City were given to the Los Angeles Department of Public Service (the “Department of Public Service”). The Department of Public Service was superseded in 1925 with passage of the 1925 Charter and the creation of the Department. The Department now operates under the Charter adopted in 2000. The operations and finances of the Water System are separate from those of the Power System.

A copy of the most recent official statement or offering memorandum prepared by the Department for the issuance of securities for its Power System may be obtained from John Equina, Chief Accounting Employee and Assistant Chief Financial Officer and Treasurer of the Department of Water and Power of the City of Los Angeles, 111 North Hope Street, Room 465, Los Angeles, California 90012, or is available from the MSRB through its EMMA system.

Los Angeles 2025 Wildfire Event

Beginning on January 7, 2025, a severe fire fueled by windstorms originated in the Pacific Palisades neighborhood (the “Palisades Fire”) of Los Angeles County, which is part of the City. On January 7, 2025, the Mayor declared a local emergency throughout the City and the Governor of California proclaimed a State of Emergency with respect to the Palisades Fire. According to the California Department of Forestry and Fire Protection, almost 24,000 acres were burned in the Palisades Fire, with an estimate of more than 7,800 structures damaged or destroyed in the affected areas, as well as the loss of several lives.

As a result of such declarations and subsequent federal action, funding from the Federal Emergency Management Agency (“FEMA”) is generally available to the City with respect to its recovery efforts, including

for certain costs of restoring facilities damaged as a result of the disaster to their pre-disaster condition, and to those affected by the Palisades Fire.

The Department has estimated the costs of damage to Power System facilities and infrastructure from the Palisades Fire to be approximately \$78 million as of March 20, 2025. This estimate is inclusive of physical damages to Power System facilities, which largely consists of damage to electric distribution stations and equipment and Department-owned street and outdoor lighting, and an increase in operating expenses of the Power System primarily related to overtime for field crews and other support staff and increased materials and equipment costs associated with repairs of the damaged infrastructure. These estimates are preliminary and are expected to change as the damage assessment and recovery efforts continue and developments occur. The longer term impacts or changes to the costs, expenses or capital improvement plans of the Department as a result of the fires are not yet known.

To alleviate financial burdens for people impacted by the Palisades Fire, the Department has paused billing for customers whose homes or businesses have been damaged or destroyed by the fire. In addition, collection processes and disconnections for non-payment have been suspended until July 1, 2025 in the affected areas. The impacted areas represent approximately 0.7% of the Department's Power System customer accounts and approximately 0.8% of annual Power System electric sales revenues. Service has been restored to nearly all homes and businesses in the affected areas that are able to receive electric service.

The City's process for recovering from the Palisades Fire is at its earliest stages. The City continues to focus on debris removal and assessing the immediate financial impact of the Palisades Fire. There also may be long-term impacts of the Palisades Fire on the City's fiscal condition and the local economy.

Multiple lawsuits have been filed (and additional lawsuits continue to be filed) against the City and the Department by property owners whose properties were damaged in the Palisades Fire. All of the Complaints bring claims under the doctrine of inverse condemnation. The doctrine of inverse condemnation is a "takings clause" cause of action under the State and federal constitutions that entitles property owners to just compensation if their private property is damaged by a public use. California courts have imposed liability on public agencies in legal actions brought by private property holders for damages, where the inherent risks in the public agency's infrastructure, as deliberately designed, constructed or maintained, are determined to be a substantial cause of damage to the property. One of the Complaints also brings a number of tort claims, including negligence and vicarious liability, dangerous condition of public property, trespass, private nuisance, public nuisance, negligent infliction of emotional distress, and inference with prospective economic advantage. Certain other plaintiffs have indicated that they intend to bring tort claims as well.

The existing lawsuits consist of a number of state court actions filed on behalf of approximately 776 individual plaintiffs, as of April 18, 2025. The cases are pending in the Los Angeles Superior Court. The plaintiffs in the lawsuits generally allege, among other things, that: (1) the Department failed to properly maintain its water system for the purpose of fighting fires (and specifically that it failed to properly maintain the Santa Ynez Reservoir and, in certain of such cases, the Chautauqua Reservoir), (2) the Department chose to design its water system for urban use, not to fight wildfires, (3) after the fire ignited, the Department failed to de-energize its distribution and transmission electrical facilities, which resulted in its overhead power lines arcing and power poles breaking, causing additional fires, and (4) the Palisades Fire was foreseeable in light of data about the history of fires in the area, current fire risk and weather. Some of the lawsuits allege that Department Power System facilities caused secondary ignitions in the Palisades. The plaintiffs are seeking compensation for damages including, but not limited to, lost or damaged property, lost income or wages, and attorney's fees, and in certain of the cases loss of use/marketability of property, emotional distress, and punitive damages. The existing lawsuits do not contain a specific dollar amount of damages alleged, and the cases are not yet at a stage where it is possible to reasonably estimate the potential financial exposure to the City or the Department.

The City and the Department intend to vigorously defend against these lawsuits, and any others that may be filed. The City and the Department are unable to assess at this time whether additional claims will be

asserted by the plaintiffs, the likelihood of success of the plaintiffs' cases or any possible outcome. There can be no assurances that additional causes of action will not be asserted by the current plaintiffs, or additional litigation will not be brought by other plaintiffs whose properties were damaged in the Palisades Fire.

See also "LITIGATION" for a discussion of this litigation and the status thereof.

A number of investigations and reviews of the fire events and of local agency preparation and response actions are being undertaken, including an independent review at the direction of the Governor, an investigation and after-incident review by the Los Angeles Fire Commission, and reviews and investigations by other federal, State and local agencies.

The federal Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") is leading an investigation into the cause of the Palisades Fire, and such investigation is ongoing. The Department has provided information to the ATF and other agencies in connection with their investigations. The ATF has examined the Department's overhead transmission facilities that are near, but outside of, the area where the Palisades Fire reportedly ignited. To the present date, neither the ATF nor any other investigating authority has issued a cause and origin report identifying the source of the Palisades Fire, and no investigating authority has indicated that the Power System facilities were involved in the ignition of the Palisades Fire or have asked the Department to preserve any of its electrical facilities in the area. See "FACTORS AFFECTING THE DEPARTMENT AND ELECTRIC UTILITY INDUSTRY – California Climate Change Policy Developments – Legislation and Court Action Relating to Wildfires."

Charter Provisions

Pursuant to the Charter, the Board is the governing body of the Department and the General Manager of the Department (the "General Manager") administers the affairs of the Department.

The Charter provides that all revenue from every source collected by the Department in connection with its possession, management and control of the Power System is to be deposited in the Power Revenue Fund. The Charter further provides that the Board controls the money in the Power Revenue Fund and makes provision for the issuance of Department bonds, notes and other evidences of indebtedness payable out of the Power Revenue Fund. The procedure relating to the authorization of the issuance of bonds is governed by Section 609 of the Charter.

Section 245 of the Charter provides that, with certain exceptions, actions of City commissions and boards ("Board Action"), including the Board, do not become final until five consecutive City Council meetings convened in regular session have passed or a waiver of such period is granted by City Council. During those five City Council meetings (unless the waiver of such period has been granted), the City Council may, on a two-thirds vote, take up the Board Action. If the Board Action is taken up, the City Council may approve or veto the Board Action within 21 calendar days of taking up the Board Action. If the City Council takes no action to assert jurisdiction over the Board Action during those five meetings, the Board Action becomes final at the end of such period.

Board of Water and Power Commissioners

Under the Charter, the Board is granted the possession, management and control of the Power System. Pursuant to the Charter, the Board also has the power and duty to make and enforce all necessary rules and regulations governing the construction, maintenance, operation, connection to and use of the Power System and to acquire, construct, extend, maintain and operate all improvements, utilities, structures and facilities the Board deems necessary or convenient for purposes of the Department. The Mayor of the City appoints, and the City Council confirms the appointment of, members of the Board. The Board is traditionally selected from among prominent business, professional and civic leaders in the City. The members of the Board serve with only nominal compensation. Certain matters regarding the administration of the Department also require the approval of the City Council.

The Board is composed of five members. The current members of the Board are:

RICHARD KATZ, *President*. Mr. Katz was appointed to the Board by Mayor Karen Bass and confirmed by the City Council on March 22, 2024. Mr. Katz was elected President of the Board on March 26, 2024. Mr. Katz is a long-time public servant and state policymaker with specific expertise in the areas of water, transportation, land use, and energy. He is the owner of Richard Katz Consulting Inc., a public policy and government relations firm based in Los Angeles. Mr. Katz previously served in the California State Assembly representing the North and East San Fernando Valley for sixteen years. After leaving the State Assembly, Mr. Katz was appointed to the State Water Resources Control Board, where he served for six years, occupying the water quality seat. Mr. Katz also served as a Senior Advisor on Energy and Water issues to Governor Gray Davis. He has previously served on the governing boards of the Los Angeles County Metropolitan Transportation Authority and Metrolink. Mr. Katz holds a Bachelor of Arts degree in political science (major) and history (minor) from San Diego State University.

GEORGE MCGRAW, *Vice President*. Mr. McGraw was appointed to the Board by Mayor Karen Bass and confirmed by the City Council on June 20, 2023. Mr. McGraw was elected Vice President of the Board on March 26, 2024. Mr. McGraw serves as founder and CEO of DigDeep, the only water, sanitation and hygiene organization solely focused on the United States, developing education, research and infrastructure programs aimed at extending the human right to clean running water to every American. In this capacity, Mr. McGraw works with local government officials, policymakers and utility providers to innovate solutions to the problems of water and sanitation access in different areas of the nation. Mr. McGraw is an Ashoka Fellow, a member of the Aspen Global Leadership Network and former Social Entrepreneur in Residence at Stanford University. He holds a Master of Arts degree in International Law and the Settlement of Disputes from the United Nations University for Peace.

NURIT KATZ, *Commissioner*. Ms. Katz was appointed to the Board by then Mayor Eric Garcetti and confirmed by the City Council on December 6, 2022. She is the Chief Sustainability Officer for the University of California, Los Angeles (“UCLA”), where she has led the development of the University’s first comprehensive sustainability plan and fosters collaboration across the leading public university to advance sustainability through education, research, operations, and community partnerships. For six years Ms. Katz also served as Executive Officer for Facilities Management at UCLA. She has over 15 years of teaching experience and is an Instructor for the UCLA Extension Sustainability Certificate Program. Ms. Katz also has taught for the UCLA Institute of Environment and Sustainability and prior to UCLA worked in environmental and outdoor education. She holds a Master of Business Administration degree and a master’s degree in public policy from UCLA, and a Bachelor of Arts degree in environmental education from Humboldt State University. She is currently pursuing a PhD in ecology and evolutionary biology at UCLA and is a Trainee in the National Science Foundation Research Traineeship Innovation at the Nexus of Food, Energy, and Water Systems program.

MIA LEHRER, *Commissioner*. Ms. Lehrer was appointed to the Board by then Mayor Eric Garcetti and confirmed by the City Council on October 21, 2020. Ms. Lehrer is president and founder of Studio-MLA, a landscape architecture, urban design, and planning practice dedicated to advocacy by design with a vision to improve quality of life through landscape. She has served as an advisor to numerous public agencies, including the United States Fine Arts Commission under President Barack Obama, the Los Angeles Cultural Heritage Commission, and the Los Angeles Zoning Advisory Committee. Ms. Lehrer was a member of the team that delivered the Los Angeles River Revitalization Master Plan and the 2020 Upper Los Angeles River and Tributaries Master Plan. She also serves on the board for the Southern California Development Forum and in 2010 she was elevated to Fellow of the American Society of Landscape Architects. Ms. Lehrer holds a Bachelor of Arts degree from Tufts University and a Master of Landscape Architecture degree from the Harvard University Graduate School of Design.

WILMA J. PINDER, *Commissioner*. Ms. Pinder was appointed to the Board by Mayor Karen Bass and confirmed by the City Council on March 8, 2024. Ms. Pinder is a former Los Angeles Assistant City Attorney. She served the city as a civil litigator and trial attorney for 30 years, 20 of those years were with the Water and Power Division of the City Attorney’s Office. Ms. Pinder has been active with national, state and local bar

associations, serving as a Board member on several. Ms. Pinder is a Life Fellow of the American Bar Foundation (“ABF”) and served on its Board for 10 years. The ABF expands knowledge and advances justice through research on law and legal institutions. She has also served on alumni boards at the University of Southern California (“USC”) and UCLA. Ms. Pinder is active in the greater Los Angeles area with a number of service-oriented groups. Ms. Pinder holds a Bachelor of Arts degree in psychology from USC, a Master of Science degree in psychology from Howard University, and a Juris Doctorate from UCLA School of Law. She is also trained in community mediation and dispute resolution.

Management of the Department

The management and operation of the Department are administered under the direction of the General Manager. The Department’s financial affairs are supervised by the Chief Financial Officer. The Power System is directed by the Senior Assistant General Manager of the Power System with an Executive Director for Construction, Maintenance and Operations, and an Executive Director for Planning, Engineering, and Technology Applications. Legal counsel is provided to the Department by the Office of the City Attorney of the City of Los Angeles.

Below are brief biographies of the Department’s General Manager, Ms. Janisse Quiñones, and other members of the senior management team for the Power System:

JANISSE QUIÑONES, PE, *General Manager/Chief Executive Officer and Chief Engineer*. Ms. Quiñones was named General Manager/Chief Executive Officer and Chief Engineer of the Department on April 19, 2024 and confirmed by the City Council on May 14, 2024. She has more than 25 years of leadership experience as a senior executive in utility and engineering industries. Prior to joining the Department, Ms. Quiñones was a Senior Vice President of Electric Operations at Pacific Gas and Electric Company (“PG&E”). She also previously served as Senior Vice President of Gas Engineering for PG&E, as the Vice President of Gas Systems Engineering for National Grid, and as Vice President of Operations for Cobra Acquisitions and Director of Design, Planning, Construction & Vegetation Management as part of her nine years of work at San Diego Gas & Electric (“SDG&E”). At SDG&E, Ms. Quiñones managed the majority of the company’s gas and electric distribution capital construction. She currently serves as a Commander in the U.S. Coast Guard (“USCG”) Reserves assigned to USCG District 11 and as the USCG Emergency Preparedness Liaison Officer where she is responsible for managing Local, State and Federal Emergencies. Ms. Quiñones previously served full time in the USCG as an Engineering Officer. She is a Professional Engineer with a Bachelor of Science degree in mechanical engineering from University of Puerto Rico-Mayaguez, a Master of Business Administration from University of Phoenix, and a Master of International Affairs from University of California, San Diego.

JOHN A. SMITH, *Chief Administrative Officer*. Mr. Smith was named Chief Administrative Officer of the Department on July 1, 2024. In this capacity he oversees support organizations that service both Water and Power Systems. He has 35 years of experience with the City of Los Angeles, including 24 years with the Department. Prior to his appointment as Chief Administrative Officer, Mr. Smith served as Director of Fleet and Aviation Services since May 2023 and previously served as Director of Facilities Services from April 2022 to May 2023. He has served in various management capacities within the Department since April 2013. He is also designated the managing responsible agent for the Department’s crane inspection program licensed by the State of California Department of Industrial Relations Division of Occupational Safety and Health Crane Unit. Mr. Smith holds a Bachelor of Science degree in organizational management from the University of La Verne. Additionally, he has a Master of Science degree in management, strategy and leadership from Michigan State University.

ANN M. SANTILLI, *Chief Financial Officer*. Ms. Santilli was named Chief Financial Officer of the Department in May 2019. She had served as Interim Chief Financial Officer of the Department since March 2018. Prior to her appointment as Interim Chief Financial Officer, Ms. Santilli served as Assistant Chief Financial Officer and Controller of the Department from 2012 through February 2018 and previously held the role of Interim Chief Financial Officer of the Department from October 2010 through January 2012. Prior to her first service as Interim Chief Financial Officer, Ms. Santilli served as Chief Accounting Employee and Assistant

Chief Financial Officer and Controller of the Department. She assumed the post as Controller in March 2008, as Assistant Chief Financial Officer in April 2008 and as Chief Accounting Employee in July 2010. Prior to being appointed as the Controller, Ms. Santilli was the Manager of Financial Reporting since 2003. Ms. Santilli has over 37 years of accounting and auditing experience. Ms. Santilli holds a bachelor's degree in business administration from California State University, Northridge and is a certified public accountant in the State and a certified internal auditor.

DAVID HANSON, *Senior Assistant General Manager of the Power System*. Mr. Hanson was named Senior Assistant General Manager of the Power System in December 2024 after serving as Interim Senior Assistant General Manager of the Power System since August 2024. Mr. Hanson has 22 years of experience with the Department, most recently serving as the Director of Power Construction and Maintenance within the Power System. Mr. Hanson began his career at the Department in 2002 as an Electrical Mechanic, and subsequently has held a number of supervisory and leadership positions within the Department, including Electrical Mechanic Training Center Superintendent, Manager of Construction Services and Assistant Director of Power Transmission and Distribution. Prior to joining the Department, he served his country for 10 years in the United States Navy as an Electrician's Mate First Class, Sub Surface Nuclear Power and also served as a Navy recruiter.

ANDREW VIRZI III, *Assistant Chief Financial Officer and Controller*. Mr. Virzi was named Assistant Chief Financial Officer and Controller of the Department in December 2024 after serving as the Assistant Retirement Plan Manager for the Water and Power Employees Retirement Plan since May 2024. Mr. Virzi previously served as the Manager of Accounts Payable, Taxes and Travel from December 2021 through May 2024. Prior to that, Mr. Virzi was the Manager of Cost of Service from July 2019 through December 2021. Mr. Virzi has over 14 years of experience with the Department, beginning his career in August 2010. Mr. Virzi holds a bachelor's degree in accounting from California State University, Northridge and holds a master's degree in business administration from Pepperdine University. Mr. Virzi is a certified public accountant in the State.

JOHN EQUINA, *Chief Accounting Employee; Assistant Chief Financial Officer and Treasurer*. Mr. Equina was appointed Chief Accounting Employee of the Department effective as of May 1, 2025. Mr. Equina also serves as the Assistant Chief Financial Officer and Treasurer of the Department and the Director of Finance and Risk Control Division, roles to which he was named in March 2025. Before serving in these roles, Mr. Equina served as the Assistant Director of Finance and Risk Control Division of the Department since March 2021. He has over 20 years of financial management experience in debt management, risk control, accounting, and auditing. Mr. Equina holds a bachelor's degree in accounting from San Beda University in the Philippines. He also has a master's degree in business administration from Pepperdine University. Mr. Equina is a certified public accountant in the State.

Employees

As of January 31, 2025, the Department assigned approximately 4,975 Department employees to the Power System on a full time basis. Approximately 4,603 additional Department employees support both the Power System and the Water System on a shared basis.

The Department conducts personnel functions in accordance with the Charter-established civil service system (the "Civil Service System") applicable to most Department employees. In accordance with the Civil Service System, the Department makes appointments on the basis of merit through competitive examinations and civil service procedures. The position of General Manager and 18 other management positions are specifically exempted from the Civil Service System.

The City Council approves the wages and salaries paid to all Department employees. In accordance with State law (the Meyers-Milias-Brown Act) and a conforming City ordinance (the Employee Relations Ordinance), the Department recognizes 14 bargaining units of Department employees. Five labor or professional organizations represent these employees' bargaining units. In the bargaining process the Department and the

labor or professional organizations develop memoranda of understanding which set forth wages, hours, overtime and other terms and conditions of employment.

The International Brotherhood of Electrical Workers (“IBEW”) represents more than 90% of the Department’s employees through ten bargaining units. The Department’s ten memoranda of understanding with IBEW have a term which commenced on October 1, 2022 and which expire on September 30, 2026.

The Department’s memoranda of understanding with the Management Employees Association, Load Dispatchers Association, and Association of Confidential Employees, expire on December 31, 2025. The Department’s memorandum of understanding with the Service Employees International Union, Security Unit, expires on September 30, 2026. Since the advent of collective bargaining in 1974, work stoppages have been rare, occurring in 1974, 1981 and 1993.

Retirement and Other Benefits

Retirement, Retiree Medical, Disability and Death Benefit Insurance Plan. The Department has a funded contributory retirement, disability, and death benefit insurance plan covering substantially all of its employees. The Water and Power Employees’ Retirement, Disability, and Death Benefit Insurance Plan is a retirement system of employee benefits and includes the Water and Power Employees’ Retirement Fund (the “Retirement Plan”), which is more fully described in “Note (10) Retirement Plan” and the “Required Supplementary Information” of the Department’s Power System Financial Statements.

The costs of the Retirement Plan are shared by the Power System and the Water System, with the Power System being responsible for approximately 69% of Retirement Plan costs. Since Fiscal Year 2014-15, the assumed rate of investment return on the Retirement Plan’s assets has been incrementally decreased from 7.75% to 6.50%. Most recently, effective July 1, 2022, the Retirement Board lowered the assumed rate of return from 7.00% to 6.50%. A decrease in the assumed rate of return will generally contribute to an increase in the Department’s required contributions to the Retirement Plan, including the Power System’s share. The budgeted contributions for the Fiscal Year ending June 30, 2025 take into account this change in the discount rate. Investment return assumptions are determined through the Retirement Plan’s Experience Study, which was most recently published on May 20, 2022.

As more fully described in Note (10)(d), the Power System made contributions to the Retirement Plan of approximately \$295 million in Fiscal Year 2023-24 (as part of a total Department contribution of approximately \$432 million), and the Power System made contributions to the Retirement Plan of approximately \$249 million in Fiscal Year 2022-23 (as part of a total Department contribution of approximately \$369 million). For the Fiscal Year ending June 30, 2025, the Department budgeted a contribution of approximately \$296 million from the Power Revenue Fund to the Retirement Plan (as part of a total Department contribution of approximately \$435 million).

The Department also has made, and will continue to make in the future, contributions to the Plan from the Water Revenue Fund.

The Department follows the provisions of Governmental Accounting Standards Board (“GASB”) Statement No. 68, *Accounting and Financial Reporting for Pension – an amendment of GASB Statement No. 27* (“GASB No. 68”). GASB No. 68 requires employers with pension liabilities to disclose the net pension liability along with deferred inflows and outflows of resources related to the pension liability. As approved by the Board, a regulatory asset has also been recorded, because this liability is expected to be funded by future revenues of the Power System. For more information about how GASB No. 68 affected the financial statements of the Power System, see “Required Supplementary Information” of the Department’s Power System Financial Statements. See also specifically, Note (10)(l) for a discussion of the Power System’s establishment of the regulatory asset discussed above.

According to the latest actuarial valuation and review of the Retirement Plan that was completed by The Segal Company on October 1, 2024, as of July 1, 2024, the market value of the assets in the Retirement Plan was approximately \$17.8 billion, which results in an unfunded actuarial accrued liability (based on the market value of assets) of approximately \$214.0 million; the actuarial value of the assets in the Retirement Plan as of such date was approximately \$17.6 billion, which would result in an unfunded actuarial accrued liability (based on the actuarial value of assets) of approximately \$426.2 million. As of July 1, 2024, the Retirement Plan had unrecognized investment gain of approximately \$212.0 million. The Retirement Plan employs a five-year smoothing technique to value assets in order to reduce the volatility in contribution rates. The impact of this will result in “smoothed” assets that are lower or higher than the market value of the assets depending upon whether the remaining amount to be smoothed is a net gain or a net loss. If the net deferred gain for the year ended June 30, 2024 were recognized immediately in the actuarial value of assets, the aggregate required contributions to the Retirement Plan for Fiscal Year 2024-25 would decrease from approximately 28.0% of total Department covered payroll to 26.6% of total Department covered payroll. Additionally, if the net deferred gain in all available Retirement Plan funds were recognized immediately in the actuarial value of assets, the funded ratio of the Retirement Plan as of June 30, 2024 would increase from approximately 97.6% to 98.8%.

According to the actuarial valuation and review of the Retirement Plan that was completed by The Segal Company on September 22, 2023, as of July 1, 2023, the market value of the assets in the Retirement Plan was approximately \$16.4 billion, which results in an unfunded actuarial accrued liability (based on the market value of assets) of approximately \$582.0 million; the actuarial value of the assets in the Retirement Plan as of such date was approximately \$16.6 billion, which would result in an unfunded actuarial accrued liability (based on the actuarial value of assets) of approximately \$411.5 million. As of July 1, 2023, the Retirement Plan had unrecognized investment losses of approximately \$171.0 million. The Retirement Plan employs a five-year smoothing technique to value assets in order to reduce the volatility in contribution rates. The impact of this will result in “smoothed” assets that are lower or higher than the market value of the assets depending upon whether the remaining amount to be smoothed is a net gain or a net loss. If the net deferred losses for the year ended June 30, 2023 were recognized immediately in the actuarial value of assets, the aggregate required contributions to the Retirement Plan for Fiscal Year 2023-24 would increase from approximately 31.4% of total Department covered payroll to 32.6% of total Department covered payroll. Additionally, if the net deferred losses in all available Retirement Plan funds were recognized immediately in the actuarial value of assets, the funded ratio of the Retirement Plan as of June 30, 2023 would decrease from approximately 97.6% to 96.6%.

Contribution requirements for the Fiscal Year ending June 30, 2025 were set based on the asset values as of June 30, 2024. Significant losses in market value or the failure to achieve projected investment returns could increase unfunded pension liabilities and future pension costs. However, the Retirement Plan uses a five-year asset smoothing period of the differences between the actual market return and the expected return on the market value of assets to manage short-term volatility, as a result of which the immediate fiscal impact of any one year’s negative return on the Department’s contribution rates is reduced.

Effective January 1, 2014, the Board approved a new tier for new Retirement Plan members called “Tier 2.” Tier 2 provides reduced retirement benefits, requires the employee to contribute a higher percentage of pay to the Retirement Plan, and ends the reciprocity agreement with the City’s retirement plan. The Coalition of L.A. City Unions, whose members are not employed at the Department, has challenged the ending of the reciprocity agreement. The City is defending the challenge against the decision to end the reciprocity agreement. The outcome of the challenge to the end of the reciprocity agreement is not expected to have a material adverse impact on the Department or the Retirement Plan. According to a study of the proposed benefits of Tier 2, which was completed by The Segal Company on October 24, 2013, the estimated amount of contribution required to fund the benefit allocated to the current year of service (the “Normal Cost”), as a percentage of payroll, was 5.61% for Tier 2 (as compared to 16.35% for Tier 1), and the new tier of benefits was projected to generate a present value savings of \$877 million over 30 years (based on the 7.75% assumed rate of investment return on the Retirement Plan’s assets, which was in effect when Tier 2 was approved). According to the latest actuarial valuation and review of the Retirement Plan, which was completed by The Segal Company on October 1, 2024, the estimated contribution for Fiscal Year 2024-25 required to fund the benefit allocated to the Normal Cost, as

a percentage of payroll, was 11.29% for Tier 2 (as compared to 21.13% for Tier 1). As of the July 1, 2024 actuarial valuation report, 58% of active Department members were covered under Tier 2.

Other Postemployment Benefits (“OPEB”). The Department provides certain healthcare benefits (the “Healthcare Benefits”) and death benefits to active and retired employees and their dependents. These OPEB Benefits are more particularly described in “Note (11) Other Postemployment Benefits Plans” and the “Required Supplementary Information” of the Department’s Power System Financial Statements.

The costs of the Healthcare Benefits are shared by the Water System and the Power System, with the Power System historically being responsible for approximately 67% of the costs of the Healthcare Benefits. As more fully described in Note (11)(d), the Power System paid Healthcare Benefits of approximately \$72.2 million in Fiscal Year 2023-24 (as part of a total Department contribution of approximately \$110.3 million), and the Power System paid Healthcare Benefits of approximately \$75.9 million in Fiscal Year 2022-23 (as part of a total Department contribution of approximately \$113.2 million). For the Fiscal Year ending June 30, 2025, the Department budgeted approximately \$86.9 million to be paid from the Power Revenue Fund for Healthcare Benefits (with the total Department paying approximately \$131.7million).

The Department also has paid, and will continue to pay in the future, Healthcare Benefits from the Water Revenue Fund, for the Water System’s Healthcare Benefits costs.

According to the latest actuarial valuation and review of the Healthcare Benefits, which was completed by The Segal Company on October 31, 2024, as of June 30, 2024, the market value of the assets of the Healthcare Benefits was approximately \$3.0 billion, which would result in an overfunded actuarial accrued liability (based on the market value of assets) of approximately \$76.1 million; the actuarial value of the assets in the Healthcare Benefits as of such date was approximately \$3.0 billion, which would result in an overfunded actuarial accrued liability (based on the actuarial value of assets) of approximately \$28.8 million. As of June 30, 2024, the Healthcare Benefits had unrecognized investment gains of approximately \$47.3 million. The actuarial valuations of the Healthcare Benefits employ a smoothing policy which requires that market gains and losses be recognized in even increments over five years. As a result, the impact of this will result in “smoothed” assets that are lower or higher than the market value of the assets depending upon whether the remaining amount to be smoothed is either a net gain or a net loss. As of June 30, 2024, the ratio of the actuarial value of assets to actuarial accrued liabilities decreased from 114.16% as of June 30, 2023 to 100.90% as of June 30, 2024. On a market value of assets basis, the funded ratio decreased from 113.17% as of June 30, 2023 to 102.38% as of June 30, 2024. The unfunded actuarial accrued liability (on an actuarial value of assets basis) increased from a surplus of \$371.7 million as of June 30, 2023 to a surplus of \$28.8 million as of June 30, 2024.

According to the actuarial valuation and review of the Healthcare Benefits, which was completed by The Segal Company on November 6, 2023, as of June 30, 2023, the market value of the assets of the Healthcare Benefits was approximately \$3.0 billion, which would result in an overfunded actuarial accrued liability (based on the market value of assets) of approximately \$345.8 million; the actuarial value of the assets in the Healthcare Benefits as of such date was approximately \$3.0 billion, which would result in an overfunded actuarial accrued liability (based on the actuarial value of assets) of approximately \$371.7 million. As of June 30, 2023, the Healthcare Benefits had unrecognized investment gains of approximately \$25.9 million. The actuarial valuations of the Healthcare Benefits employ a smoothing policy which requires that market gains and losses be recognized in even increments over five years. As a result, the impact of this will result in “smoothed” assets that are lower or higher than the market value of the assets depending upon whether the remaining amount to be smoothed is either a net gain or a net loss. As of June 30, 2023, the ratio of the actuarial value of assets to actuarial accrued liabilities increased from 106.84% as of June 30, 2022 to 114.16% as of June 30, 2023. On a market value of assets basis, the funded ratio increased from 104.95% as of June 30, 2022 to 113.17% as of June 30, 2023. The unfunded actuarial accrued liability (on an actuarial value of assets basis) decreased from a surplus of \$180.0 million as of June 30, 2022 to a surplus of \$371.7 million as of June 30, 2023.

Contribution requirements for the Fiscal Year ending June 30, 2025 were set based on the asset values as of June 30, 2024. Significant losses in market value or the failure to achieve projected investment returns

could increase unfunded pension liabilities for Healthcare Benefits and future contribution requirements. However, the Healthcare Benefits uses a five-year asset smoothing period of the differences between the actual market return and the expected return on the market value of assets to manage short-term volatility, as a result of which the immediate fiscal impact of any one year's negative return on the Department's contribution rates is reduced.

For a schedule that provides information about the Department's overall progress made in accumulating sufficient assets to pay Healthcare Benefits when due, prior to allocations to the Power System and the Water System, see the "Required Supplementary Information" of the Department's Power System Financial Statements.

Effective January 1, 2014, the Board approved a new tier for new Retirement Plan members called "Tier 2." Tier 2 provides reduced retiree healthcare benefits. According to a study of the proposed OPEB for Tier 2 employees of the Department, which was completed by The Segal Company on November 8, 2013, the estimated Normal Cost, as a percentage of payroll, was 2.63% for Tier 2 (as compared to 4.33% for Tier 1), and the new tier of benefits was projected to generate a present value savings of \$136.5 million over 30 years (based on the 7.75% assumed rate of investment return on the OPEB plan's assets, which was in effect when Tier 2 was approved). According to the latest actuarial valuation and review of the Healthcare Benefits, which was completed by The Segal Company on October 31, 2024, for Fiscal Year 2024-25, the Normal Cost, as a percentage of payroll, was estimated to be 5.83% for Tier 2 (as compared to 5.04% for Tier 1).

Effective July 1, 2017, the Department follows the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, an amendment of GASB Statement No. 45 ("GASB No. 75"). GASB No. 75 requires employers with other postemployment liabilities to disclose the net postemployment liability along with deferred inflows and outflows of resources related to the other postemployment liability. The Department adopted the provisions of GASB No. 75 beginning for the Fiscal Year ended June 30, 2018. Accordingly, the cumulative effect of the impact on net position as of July 1, 2017 was negative \$661.2 million. As of June 30, 2024, the Power System had a net OPEB liability surplus of \$160.2 million comprised of \$233.7 million surplus of retiree medical and \$73.5 million liability in death benefits. As of June 30, 2023, the Power System had a net OPEB liability surplus of \$11.8 million comprised of \$87.4 million surplus of retiree medical and \$75.6 million liability in death benefits. As approved by the Board, a regulatory asset has also been recorded, because this liability is expected to be funded by future revenues of the Power System. For more information about how GASB No. 75 affected the financial statements of the Power System, see "Required Supplementary Information" in the Department's Power System Financial Statements. See also specifically, Note (11)(j) for a discussion of the Power System's establishment of the regulatory asset discussed above.

Transfers to the City

Pursuant to the Charter, the City Council may, subject to the provisions of contractual obligations, direct a transfer of surplus money in the Power Revenue Fund to the City's reserve fund (a "Power Transfer") with the consent of the Board. The Board may withhold its consent if it finds that making the Power Transfer would have a material adverse impact on the Department's financial condition in the year the Power Transfer is to be made. In the event the Board does not approve any year's Power Transfer, the City Administrative Officer is to verify the Department's findings and make a report thereon and recommendations with respect thereto. After receiving such report, and in consultation with the City Council and the Mayor, the Board shall either amend or uphold its preliminary findings.

Pursuant to covenants contained in the Master Resolution, a Power Transfer may not exceed the net income of the prior Fiscal Year or reduce the Power System's surplus to less than 33-1/3% of total Power System indebtedness. Subject to the restrictions of the Charter and the Master Resolution, the Board has most recently approved transfers totaling \$219,312,000 to the City during the Fiscal Year ending June 30, 2025.

The following table shows the amounts of the Power Transfer in each of the last five Fiscal Years:

POWER TRANSFERS
FOR FISCAL YEARS ENDED JUNE 30, 2020 – 2024
(\$ in thousands)

Fiscal Year Ended June 30	Amount of Power Transfer
2020	\$229,913
2021	218,355
2022	225,015
2023	232,043
2024	244,695

Source: Department of Water and Power of the City of Los Angeles.

The City does not include any funds in the Power Transfer that the Department collects pursuant to the Electric Rates established under the Incremental Electric Rate Ordinance, which was adopted in 2016. However, the Power Transfer includes surplus revenue generated from Electric Rates established under the Rate Ordinance adopted in 2008.

Insurance

The Department's insurance program generally consists of a combination of commercial insurance policies, a Wildfire Self-Insurance Trust Fund and self-insurance. All general liability claims within the Department's self-insured retention are administered under the Department's self-insurance program and the Department carries commercial excess general liability insurance above its self-insured retention. There are two separate towers of insurance. The first is for non-wildfire losses. After meeting the \$3 million retention, the program has a primary layer of \$40 million, which includes 50% of co-insurance for the 2025-26 policy year (April 2025 to April 2026). Co-insurance is a designated percentage of the policy that is retained by the Department and the remaining policy amount is recoverable from the insurer. Above the primary layer of \$40 million are additional layers of commercial liability insurance that provide an additional \$120 million of coverage, which has no co-insurance and would provide coverage up to the policy limits. The total limit available for non-wildfire losses is \$160 million. There is a second tower of insurance that is solely for wildfire losses. The Department has a total of \$106.25 million in self-insured retention that serves as its primary layer for wildfire coverage and above that primary self-insurance retention layer, the Department has procured an additional \$121.50 million of commercial wildfire insurance, totaling an insurance tower of \$227.75 million.

To complement its overall wildfire insurance program, the Department augments and supports its wildfire coverage with a Wildfire Self-Insurance Trust Fund. The Wildfire Self-Insurance Trust Fund was established in December 2024 to assist in the settlement of wildfire claims, and as of March 31, 2025, the Wildfire Self-Insurance Trust Fund had a balance of \$45.90 million. Through the utilization of commercial insurance, the Wildfire Self-Insurance Trust Fund and additional self-insurance, and trust funds, the wildfire insurance program currently has a total limit of \$273.65 million available for wildfire losses.

For discussion regarding liability issues as they relate to wildfire losses, see "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – California Climate Change Policy Developments – *Legislation and Court Action Relating to Wildfires.*"

In addition to the excess general liability insurance programs, the Department continues to maintain a bona fide program of self-insurance as well. As of March 31, 2025, the portion of the Power Revenue Fund set aside for self-insurance had a balance of approximately \$232.5 million in a restricted cash account. The Power Revenue self-insurance fund is specific to the Power Division and is primarily designed to cover a large catastrophic event that could affect the Power Division operations (e.g., liability for a large wildfire). The Department annually reviews the amount retained for self-insurance and may adjust such amount if it deems such adjustment appropriate.

Going forward, the Department will continue to consider any available coverage options in the market, including procuring a wildfire Catastrophe Bond (“CAT Bond”) as a part of its insurance program, when it determines beneficial, in order to ensure that the Department is adequately protected against catastrophic liability events and wildfires. CAT Bonds are intended to cover a portion of any large claim for a fire event during the coverage period that might exceed the self-insurance and commercial insurance coverage. CAT Bonds are multi-year issuances and pay out based on a catastrophic fire event that occurs within the three-year period of the specific bond. CAT Bonds allow the Department to obtain additional wildfire coverage capacity outside of a commercial insurance policy, but, unlike commercial insurance, the Department achieves a premium cost that is fixed and known for the three-year period of the bond. The Department’s most recent CAT Bond, which was in the amount of \$31.5 million with an attachment point of \$125 million, expired in September 2024.

The Department has purchased a primary cyber insurance policy, with a self-insured retention component. This insurance policy covers certain types of cyber incidents and provides reimbursement coverage for costs to respond to data privacy or security incidents and for expenses incurred in connection with the investigation, prevention, and resolution of any cyber threat.

The Department commercially insures its physical plant through a policy of all risk property insurance, which is written on a replacement cost-basis. The policy covers all risk of physical loss or damage to buildings, structures, auxiliary and main plant equipment. Such insurance has a policy loss limit of \$500 million for all claims in a single policy year. The all-risk property insurance has a deductible of \$5 million. The Department has secured earthquake coverage and sudden and accidental pollution coverage as part of its all-risk property insurance program.

The Department’s physical plant coverage does not provide coverage in certain events including terrorism or war. However, the Department has purchased a Terrorism Limits and Terrorism Risk Insurance Extension Act of 2005 (“TRIEA”) Endorsement (the “Endorsement”) to its excess general liability coverage under which coverage is extended to cover losses resulting from certain acts certified by the Secretary of the U.S. Department of the Treasury to be an act of terrorism, as defined in TRIEA. Currently, from 2002 through December 31, 2027, the Endorsement limits insurers liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, the Department’s coverage may be reduced.

As a participant in the Palo Verde Nuclear Generating Station (“PVNGS”) and associated transmission systems, the Department is an additional named insured on various forms of insurance providing protection against property and liability losses relating to such facilities. The amounts of coverage are established by participating owners and procured by the operating agent for the facility.

The Department, as the operating agent for the Intermountain Power Project (“IPP”), the Mead-Adelanto Transmission Project, the Marketplace Substation, the Pacific DC Intertie and in connection with its relationships with other entities and agencies, includes other entities or agencies as additional named insureds on the various forms of insurance procured for such facilities.

The Department continuously evaluates its insurance program and may modify the current configuration of commercial insurance and self-insurance with respect to the Power System. Insurance limits maintained by the Department are subject to change depending on market conditions and assessments by the Department as to risk exposure. The utilization of commercial insurance along with alternative risk options such as CAT Bonds allows the Department to strengthen its overall risk management program as well as provide flexibility in setting and adjusting its self-insurance retention limits as part of the continual review of the Department’s insurance budget.

Investment Policy and Controls

Department’s Trust Funds Investment Policy. The majority of the Power System funds are held in the Power Revenue Fund, investments of which are managed by the Office of Finance of the City. The funds have

been invested as part of the City's investment pool program since 1983. Certain financial assets of the Department that are held in special-purpose trust or escrow funds with an independent trustee ("Trust Funds") more fully described in "Note (7) Cash, Cash Equivalents, and Investments" of the Department's Power System Financial Statements are not included in the City's investment pool program. The Department manages the investment of the Trust Funds in which approximately \$746.7 million (investments at fair market value) was on deposit as of January 31, 2025. The Department's investment of such funds complies with the California Government Code in all material respects and such funds are invested according to the Department's Trust Funds Investment Policy (the "Trust Funds Investment Policy"), which sets forth investment objectives and constraints. For more information about the Trust Funds Investment Policy, see Note (7). Such funds consist of debt reduction trust funds, the nuclear decommissioning trust funds, the natural gas trust fund, the California Independent System Operating Markets trust fund, and the hazardous waste treatment storage and disposal trust fund. These trust funds are being held by U.S. Bank Trust Company, National Association as trustee/custodian. Amounts in the debt reduction trust fund are to be applied at the discretion of the Chief Financial Officer, to the retirement (including the payment of debt service, purchase, redemption and defeasance) of Power System debt, including obligations to Intermountain Power Agency ("IPA") and Southern California Public Power Authority ("SCPPA"). As of January 31, 2025, the debt reduction trust fund had a balance of approximately \$530.4 million (investments at fair market value as of such date).

Under the Trust Funds Investment Policy, the Department's investment program seeks to accomplish three specific goals: (i) preserve the principal value of the funds, (ii) ensure that investments are consistent with each individual fund's liquidity needs and (iii) achieve the maximum yield/return on the investments.

The overall responsibility for managing the Department's investment program for the Trust Funds rests with the Department's Chief Financial Officer, who directs investment activities through the Department's Assistant Chief Financial Officer and Treasurer. An Investment Committee, comprised of the City Controller, a Board member designated by the Board President, the General Manager and the Department's Chief Financial Officer (the "Department Investment Committee") is charged with oversight responsibility. The Trust Funds Investment Policy is adopted by the Board from time to time, and fund activity is reviewed periodically by the Department Investment Committee to ensure its consistency with the overall objectives of the policy, as well as its relevance to current law and financial and economic trends.

The Department's Assistant Chief Financial Officer and Treasurer or its designee reviews all investment transactions for the Trust Funds on a monthly basis for control and compliance and submits quarterly investment reports that summarize investment income to the Department Investment Committee, the Board and the Mayor for information and evaluation.

POWER SYSTEM TRUST FUNDS INVESTMENTS
ASSETS AS OF JANUARY 31, 2025
(DOLLARS IN THOUSANDS)
(UNAUDITED)

	<u>Fair Market Value</u>
U. S. Government Securities	\$ 9,112
U. S. Sponsored Agency Issues	526,149
Supranationals	5,953
Medium term corporate notes	100,887
Municipal obligations	24,432
California state bonds	11,990
Other state bonds	21,354
Commercial paper	--
Certificates of deposit	5,003
Money market funds	41,788
Total	<u>\$746,667</u>

Source: Department of Water and Power of the City of Los Angeles.

* Totals may not equal sum of parts due to rounding.

Department Financial Risk Management Policies. In order to manage certain financial and operational risk, the Board has adopted a number of policies in addition to its Trust Funds Investment Policy. The Board has adopted a Counterparty Evaluation Credit Policy designed to minimize the Department's credit risk with its counterparties. This policy applies to wholesale energy, transmission, physical natural gas and financial natural gas transactions entered into by the Department. Pursuant to this policy the Department assigns credit ratings to such counterparties. The policy requires the use of standardized netting agreements which require such counterparties to net positive and negative exposures to the Department and requires credit enhancement from counterparties that do not meet an acceptable level of risk. Sales to such counterparties are only permitted up to the amount of purchases with a netting agreement and, in certain cases, credit enhancement in place.

The Board has adopted a Retail Natural Gas Risk Management Policy designed to mitigate the Department's exposure to unexpected spikes in the price of natural gas used in the production of electricity to serve retail customers. This policy authorizes Department management to enter into transactions for natural gas subject to specified parameters, such as duration of contract and price and volumetric limits. It also establishes internal controls for natural gas risk management activity. See "THE POWER SYSTEM – Fuel Supply for Department-Owned Generating Units and Apex Power Project."

The Board has adopted a Wholesale Marketing Energy Risk Management Policy to establish a risk management program designed to manage the Department's exposure to risks resulting from purchases and sales of wholesale energy, transmission services and ancillary services. This policy establishes the General Manager's authority to enter into such transactions, identifies approved transaction types and establishes internal controls for wholesale energy risk management activity.

The Board has adopted an Environmental Credit and Renewable Energy Credit Policy to establish a risk management program that is designed to manage the Department's exposure to risks resulting from purchases and sales of emissions credits or allowances and other credits available for the purpose of compliance with environmental laws, rules, and regulations. This policy establishes the General Manager's authority to enter into such transactions, identifies approved transaction types, and establishes internal controls surrounding credit risk management activity.

The Board has adopted a Dodd-Frank Act Compliance Policy to ensure the Department complies with applicable provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act and commodity futures trading commission requirements.

City Investment Policy. The Office of Finance of the City invests temporarily idle cash on behalf of the City, including that of the proprietary departments, such as the Department, as part of a pooled investment program. As of January 31, 2025, the Power System had approximately \$1.30 billion of unrestricted cash and approximately \$1.16 billion of restricted cash on deposit with the City. For information regarding the fair market value adjustment of the Department's pooled investment fund assets as of June 30, 2024, see Note (7)(b) in the Department's Power System Financial Statements. This amount is in addition to what is on hand in the Trust Funds, see “– *Department's Trust Funds Investment Policy*” above. The City's pooled investment program combines general receipts with special funds for investment purposes and allocates interest earnings and losses on a pro-rata basis when the interest is earned and distributes interest receipts based on the previously established allocations. The primary responsibilities of the Office of Finance of the City and the pooled investment program are to protect the principal and asset holdings of the City's portfolio and to ensure adequate liquidity to provide for the prompt and efficient handling of City disbursements. Funds invested by the Power System in the pooled investment program are available for withdrawal within five business days without penalties. In addition, 16% of the pool, as of June 30, 2024, had maturities less than one month and 35% of the pool, as of June 30, 2024, had maturities of one year or less.

CITY OF LOS ANGELES POOLED INVESTMENT FUND
ASSETS AS OF JUNE 30, 2024
(Dollars in Thousands)
(Unaudited)

	Amount	Percent of Total	Power System Share
U.S. Treasury Notes	\$ 9,517,268	62.53%	\$ 1,556,226
Commercial Paper	1,026,837	6.74	167,743
Medium-Term Notes	1,968,033	12.93	321,798
U.S. Agencies Securities	1,554,172	10.21	254,103
Supranationals	170,036	1.12	27,874
Short-Term Investment Funds	587,440	3.86	96,066
Asset-Backed Securities	243,131	1.60	39,820
Securities Lending Short-Term Repurchase Agreement	15,385	0.10	2,489
Negotiable Certificates of Deposit	138,406	0.91	22,648
Total General and Special Pools*	\$15,220,708	100.00%	\$2,488,767

Source: Department of Water and Power of the City of Los Angeles and Los Angeles City Treasurer.

Note: Department funds held by the City are both unrestricted and restricted funds. Totals may not equal sum of parts due to rounding.

Note: Fair Market Value as of June 30, 2024.

The City's investment operations are managed in compliance with the California Government Code and the City's statement of investment policy, which sets forth permitted investments, liquidity parameters and maximum maturity of investments. The investment policy is reviewed and approved by the City Council on an annual basis.

Monthly reports of investment activity are presented to the Mayor, the City Council and the Department to indicate, among other things, compliance with the investment policy. The City's Office of Finance does not invest in structured and range notes, securities that could result in zero interest accrual if held to maturity, variable rate, floating rate or inverse floating rate investments or mortgage-derived interest or principal-only strips.

The investment policy permits the City's Office of Finance to engage custodial banks to enter into short-term arrangements to lend securities to various brokers. Cash and/or securities (United States Treasuries and Federal Agencies only) collateralize these lending arrangements, the total value of which is required to be at

least 102% of the market value of securities loaned out. The securities lending program is limited to a maximum of 20% of the market value of the City's Office of Finance's pool by the City's investment policy and the California Government Code.

For more information about the investments in the City's Office of Finance pool as of June 30, 2024 and 2023, see Note (7).

ELECTRIC RATES

Rate Setting

Pursuant to the Charter, the Board, subject to the approval of the City Council by ordinance (as discussed below), fixes the rates for electric service from the Power System ("Electric Rates"). The Charter provides that the Electric Rates shall be fixed by the Board from time to time as necessary. The Charter also provides that the Electric Rates shall, except as authorized by the Charter, be of uniform operation for customers of similar circumstances throughout the City, as near as may be, and shall be fair and reasonable, taking into consideration, among other things, the nature of the uses, the quantity supplied and the value of the service provided. The Charter further provides that rates for electric energy may be negotiated with individual customers, provided that such rates are established by binding contract, contribute to the financial stability of the Power System and are consistent with such procedures as the City Council may establish.

The Board is obligated under the Charter and the rate covenant in the Master Resolution to establish Electric Rates and collect charges in amounts which, together with other available funds, shall be sufficient to service the Department's Power System indebtedness and to meet the Power System's expenses of operation and maintenance. The Charter provides that Electric Rates are subject to the approval of the City Council by ordinance (a "Rate Ordinance"). The Charter further requires that the City Council approve Rate Ordinances for the Electric Rates prescribed in the rate covenant in the Charter, which rate covenant is also included in the Master Resolution.

The Department's completed interim rate review of the last rate action for Fiscal Year 2015-16 through Fiscal Year 2019-20 resulted in planned annual system average Electric Rate increase adjustments. The average yearly increase during the five-year period was approximately 4.5% for low-energy users, approximately 4.0% for midrange users, and approximately 5.5% for top tier users, reflected in increased actual pass-through cost adjustments and decreased Base Rate revenue targets.

The rate increase over these five Fiscal Years is reflected in the Incremental Electric Rate Ordinance and as a result, effective April 15, 2016, the Department's retail electric revenue requirement has been funded from the Rate Ordinance adopted in 2008 and the Incremental Electric Rate Ordinance through the following major components:

- (a) Under the Rate Ordinance adopted in 2008:
 - (i) Base Rates: Base Rates are used to fund expenditures including debt service arising from capital projects (except projects relating to the Renewable Portfolio Standard ("RPS")), operational and maintenance expenses (except as RPS-related), public benefit spending, property tax, and a prorated portion of the Power Transfer;
 - (ii) Reliability Cost Adjustment (the "RCA"): The RCA is used to recover certain power reliability expenditures; and
 - (iii) Energy Cost Adjustment (the "ECA"): The ECA is used to recover expenditures for fuel, non-renewable purchased power, RPS and energy efficiency-related expenditures.

(b) Under the Incremental Electric Rate Ordinance:

(i) Incremental Base Rates: The Incremental Base Rates are used to recover costs of providing electric utility service that are not recovered by Base Rates or any of the Rate Ordinance cost adjustments, including labor costs, real estate costs, costs to rebuild and operate local power plants, equipment costs, operation and maintenance costs, expenditures for jointly-owned plants and other inflation-sensitive costs, in addition to including the Power Access Charge, which is a consumption-based tiered charge applied to residential non-Time-of-Use Residential Rate customers used to recover basic infrastructure costs for providing access to the power grid;

(ii) Incremental Reliability Cost Adjustment (the “IRCA”): The IRCA is used to recover costs associated with operations and maintenance, debt service expense of the Power System Reliability Program and RCA under-collection;

(iii) Variable Energy Adjustment (the “VEA”): The VEA is used to recover costs associated with fuel, non-renewable portfolio standard power purchase agreements, economy purchases, legacy ECA under-collection and Base Rates decoupling from energy efficiency impact;

(iv) Capped Renewable Portfolio Standard Energy Adjustment (the “CRPSEA”): The CRPSEA is used to recover costs associated with RPS operations and maintenance, debt service and energy efficiency programs; and

(v) Variable Renewable Portfolio Standard Energy Adjustment (the “VRPSEA”): The VRPSEA is used to recover costs associated with RPS market purchases and costs above any operations and maintenance and debt service payments.

The RCA, ECA, IRCA, VEA, CRPSEA and VRPSEA are pass-through cost adjustments applied by factors that the Department may change with approval of the Board, without changes to existing Rate Ordinances.

Interim Rate Review. The last rate action covered a five-year period from Fiscal Year 2015-16 through Fiscal Year 2019-20. In 2019, the Department and the Office of Public Accountability (the “OPA”) each conducted their ordinance-mandated independent interim rate review. As part of this review, on the recommendation of the OPA, the Board decreased the Base Rate revenue targets for Fiscal Year 2018-19 and Fiscal Year 2019-20 by 2% each. The OPA further recommended, and the Department supports the recommendation, to use four-year rate action cycles, rather than replicate the recent five-year rate action cycle. In June 2022, the Board approved an increase of the Base Rate revenue target for Fiscal Year 2022-23 of 2.035%, in accordance with the provisions of the Incremental Electric Rate Ordinance. In June 2023, the Board approved an increase of the Base Rate revenue target for Fiscal Year 2023-24 of 5.60% in accordance with the provisions of the Incremental Electric Rate Ordinance. In June 2024, the Board approved an increase of the Base Rate revenue target for Fiscal Year 2024-25 of 1.48% in accordance with the provisions of the Incremental Electric Rate Ordinance. The increase to the Base Rate revenue target will continue to provide the Department with sufficient revenues to meet the rate covenant under the Master Resolution and the Board adopted financial metrics. The Department is in the process of reviewing the Rate Ordinance and Incremental Electric Rate Ordinance and, based on current and assumed market conditions, determining what changes, if any, need to be made in connection with the next rate action. Department staff expects to start a water rate review in the first six months of calendar year 2025, but is still reviewing the need and proposed schedule for the next power rate action with the Chief Executive Officer. Department staff expects the power rate action to start after the completion of the water rate action.

Proposition 26. In 2010, California voters approved Proposition 26 (“Proposition 26”), an initiative measure amending Article XIII C of the State Constitution to add a new definition of “tax.” Each such tax cannot be imposed, extended, or increased by a local government without voter approval. Article XIII C of the State Constitution, as amended by Proposition 26, defines “tax” to include any levy, charge, or exaction imposed by

a local government, except, among other things, (a) charges imposed for benefits conferred, privileges granted, or services or products provided, to the payor (and not to those not charged) that do not exceed the reasonable costs to the local government of conferring, granting or providing such benefit, privilege, service, or product, and (b) property-related fees imposed in accordance with the provisions of Article XIII D of the State Constitution. The Department believes that the Electric Rates and charges do not constitute taxes as defined in Article XIII C of the State Constitution.

Board Adopted Financial Planning Criteria. The Board has directed the Department to use the following criteria when preparing the Power System’s financial plans with respect to Electric Rates: (i) maintain a minimum operating cash target of the equivalent of 170 days of operating expenses, (ii) maintain full obligation coverage of at least 1.7 times, and (iii) maintain a debt-to-capitalization ratio of less than 68%. These criteria are subject to reviews and adjustments from time to time by the Board with advice from the Department’s financial advisors and were most recently revised on May 26, 2020.

Neighborhood Councils. Pursuant to a Memorandum of Understanding with the City’s Neighborhood Councils, the Department agrees to use its best efforts to undertake a 60-day or 90-day notification and outreach period (depending on the duration of the Department’s proposed rate action) prior to submitting a residential or non-residential retail business customer electric rate increase proposal involving changes to the Rate Ordinances to the Board for approval. The Neighborhood Councils have indicated they will use their best efforts to provide written input regarding such rate proposals to the Department within 60 days of receiving the above-discussed notifications.

Office of Public Accountability. Section 683 of the Charter establishes the OPA with respect to the Department. The primary role of the OPA is providing public, independent analysis to the Board and City Council about Department actions as they relate to the Electric Rates and water rates. The role of the OPA is advisory rather than as an approver of Electric Rates. The OPA is headed by an Executive Director appointed by a citizens committee, subject to confirmation by the City Council and Mayor. The Executive Director of the OPA serves as the Ratepayer Advocate for the OPA. On February 1, 2012, Dr. Frederick H. Pickel was appointed as Executive Director of the OPA (the “Ratepayer Advocate”). Dr. Pickel will continue to serve in those roles until his retirement, which he has indicated is expected to occur by the end of April 2025. A Ratepayer Advocate to succeed Dr. Pickel has not yet been appointed. The rate action effective April 15, 2016 was supported by the Ratepayer Advocate following his review of the proposed rate changes. The rate action included certain changes proposed by the Ratepayer Advocate. As a result of the rate action involving the Incremental Electric Rate Ordinance for Fiscal Year 2015-16 through Fiscal Year 2019-20, the Department is required to provide semi-annual written reports each year regarding certain Board-established metrics to the Board and the OPA.

Rate Regulation

While changes in the retail Electric Rate ordinances are subject to approval by the City Council, the authority of the Board to impose and collect retail Electric Rates for service from the Power System is not subject to the general regulatory jurisdiction of the California Public Utilities Commission (the “CPUC”) or any other State or federal agency. The California Public Utilities Code (the “Public Utilities Code”) contains certain provisions affecting all municipal utilities such as the Power System. At this time, neither the CPUC nor any other regulatory authority of the State nor the Federal Energy Regulatory Commission (“FERC”) approves the Department’s retail Electric Rates. It is possible that future legislative and/or regulatory changes could subject the Department to the jurisdiction of the CPUC or to other limitations or requirements.

The California Energy Resources Conservation and Development Commission, commonly referred to as the California Energy Commission (the “CEC”), is authorized to evaluate rate policies for electric energy as related to the goals of the Warren-Alquist State Energy Resources Conservation and Development Act (Public Resources Code Section 25000 et seq.) and make recommendations to the Governor of the State, the Legislature and publicly-owned electric utilities (“POUs”) such as the Department.

Although its retail Electric Rates are not subject to approval by any state or federal agency, the Department is subject to certain provisions of the Public Utilities Code and the Public Utility Regulatory Policies Act of 1978 (“PURPA”). PURPA applies to the purchase of the output of “qualified facilities” (“QFs”) at prices determined in accordance with PURPA. The Energy Policy Act of 2005 repealed the mandatory purchase obligation for electric utilities when FERC determines that the QFs have non-discriminatory access to wholesale power markets with certain characteristics. The Department has neither applied for nor been relieved of its mandatory purchase obligation. The Department believes that it is currently operating in compliance with PURPA.

Under federal law, FERC has the authority, under certain circumstances and pursuant to certain procedures, to order any utility (municipal or otherwise), including the Department, to provide electric transmission access to others at cost-based rates. FERC also has licensing authority over hydroelectric facilities and regulates the reliability and security of the nation’s bulk power system.

With, among other things, the consent of the Department, operational control of the transmission facilities owned or controlled by the Department may be transferred to the California statewide network administered by the California Independent System Operator Corporation (“Cal ISO”). See “THE POWER SYSTEM – Transmission and Distribution Facilities.” In 2017, the Department updated its Open Access Transmission Tariff (“OATT”), which included revising the cost-of-service and rate design for the Department’s wholesale transmission rates. In 2020, the Department updated its OATT to facilitate entry into Cal ISO’s Western Energy Imbalance Market (the “EIM”). The April 2020 amendment to the Department’s OATT focused predominantly on non-rate terms and conditions related to the EIM, to ensure that services under the OATT would continue to be provided in a comparable and not unduly discriminatory or preferential manner to all of the Department’s OATT customers. The April 2020 amendment largely followed similar, prior OATT amendments of other utilities already participating in the EIM. The OATT has been and may be amended or updated from time-to-time. For more information on the Department’s entry into the Western EIM, see “THE POWER SYSTEM – Transmission and Distribution Facilities.”

Billing and Collections

General. With some limited exceptions, the Department currently bills residential customers on a bimonthly basis and commercial and industrial customers on a monthly basis. The Department prepares bills covering water and electric charges and non-Department charges (such as sewer services, solid waste resources fee and State and local taxes). Payments are posted in the following order: overdue receivables, customer deposits, water charges, electric charges, State and local taxes, sewer service charges, solid waste resources fees and bulky item fees. Within overdue receivables, payments received are applied in the same order for which payments are posted for current receivables.

In September 2022, the Department launched a new Level Pay system that provides eligible residential customers the opportunity to pay a monthly recurring amount for utility services based on an average of the customer’s past usage and costs over the previous 12 months. Payment terms of 12, 24 and 36 months are available. At the end of the payment term, Level Pay will automatically renew and the monthly amount will be recalculated. Any underpayment or overpayment will be rolled into the calculation of the next term. The customer may cancel Level Pay at any time. It is not known at this time how many customers will ultimately sign up for Level Pay. Participation to date has been minimal but is continuing to increase. The Department does not anticipate Level Pay to have a materially adverse impact on its finances or operations.

Billing System. In September 2013, the Department launched a new customer information and billing system, designed and implemented by Pricewaterhouse Coopers LLP. Immediately following the launch of the new billing system, the Department experienced numerous billing issues in connection with the new system, including, but not limited to, (a) the inability to issue bills to customers, (b) the inability to issue accurate bills to customers, (c) an increase in estimated bills that were sent to customers where metering information was not available, and (d) the inability to generate multiple business reports, including financial reports reflecting the Department’s accounts receivable. The customer information and billing system is currently being used by the

Department. The Department continues to work to improve the functionality of the system to meet the Department's original expectations for the system.

Delinquencies. Based on annual historical experience of delinquencies, the Department historically has been unable to collect approximately 0.7% of the amounts billed to its customers. In light of the prior billing issues noted above and in response to the COVID-19 pandemic described below, the allowance for doubtful accounts was increased to 2.0% of Power System sales beginning in Fiscal Year 2020-21. Since that time, a new accrual approach has been adopted for the allowance for doubtful accounts, which uses a three-year write-off average rate of Power System sales, starting in Fiscal Year 2023-24 (0.5%). As of January 31, 2025, the Power System's allowance for doubtful accounts was \$325.0 million and accounts receivable were \$1.45 billion (including utility user's tax). Of these amounts, \$868.1 million (60.14% of total receivables) were 120 days or more past the payment due date. As of January 31, 2025, the Power System's allowance for doubtful accounts was \$291.6 million and accounts receivable were \$1.24 billion (including utility user's tax). Of these amounts, \$737.9 million (59.42% of total receivables) were 120 days or more past the payment due date.

COVID-19 Effects. In response to the COVID-19 pandemic, the Department deferred disconnection of water and power services to customers who were unable to pay their bills due to financial hardship, which deferrals officially ended on March 31, 2022 (the Department began the resumption of disconnections for commercial customers in June 2023 and began to resume service disconnections for certain residential customers in June 2024). As a result of the deferral of disconnections, the Department has experienced an increase in the amount of bills that are 120 days or more past their payment due date as described above under "Delinquencies." Ultimately, customers are still responsible to pay the billed amounts and the Department will work with customers by providing payment options. See "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – Global Health Emergencies; COVID-19 Pandemic."

The California Legislature established the 2021 California Arrearage Payment Program ("2021 CAPP") to provide financial assistance for California energy utility customers to help reduce past due energy bill balances during the COVID-19 pandemic. Administered by the Department of Community Services and Development (the "CSD"), the 2021 CAPP dedicated approximately \$994 million in federal American Rescue Plan Act funding to address Californian's energy debts, of which approximately \$299 million was allocated for financial assistance to customers of POU's and electrical cooperatives. In September 2021, the Department submitted a funding request of approximately \$203 million for residential arrearages and approximately \$109 million for commercial arrearages. The Department received \$202.8 million of 2021 CAPP funding of which \$201.5 million have been credited towards residential arrearages. As authorized by the CSD, the Department distributed the remaining \$1.3 million towards residential and commercial arrearages in March 2022.

The California Legislature established the 2022 California Arrearage Payment Program ("2022 CAPP"), which dedicated approximately \$1.2 billion to address Californian's energy debts. In October 2022, the Department submitted a funding request of approximately \$76.6 million for residential arrearages. The Department received the requested 2022 CAPP funding amount and credited residential arrearages in January 2023.

Write-Off Procedures. Uncollectible accounts are recoverable by the Department by passing on such "bad debts" to the ratepayers via pass-through adjustment factors. Due to hot weather in the summer and associated higher bills and the Department's bimonthly billing process, accounts receivable balances generally increase in the late summer and autumn and generally decrease in the winter and spring. These accounts receivable balances include inactive accounts. Inactive accounts that are included in accounts receivable that cannot be linked to an active account will be written off as uncollectible.

Customer Bill of Rights. In January 2017, the Board adopted a "Customer Bill of Rights" which was developed by the Department in consultation with then Mayor Eric Garcetti and is designed to improve service for Department customers. On February 26, 2019, the Board extended the "Customer Bill of Rights" indefinitely.

THE POWER SYSTEM

General

The Power System is the nation's largest municipal electric utility with a net maximum plant capacity of 10,988 megawatts ("MW") and net dependable capacity (or average expected capacity in the case of renewable resources) of 7,965 MW as of December 31, 2024, and properties with a net book value of approximately \$14.7 billion as of December 31, 2024. The Power System's highest load registered 6,502 MW on August 31, 2017. Based on the Department's December 2024 Retail Electric Sales and Demand Forecast, the Department anticipates that gross customer electricity consumption will increase from Fiscal Year 2022-23 to Fiscal Year 2032-33 at a forecasted rate of approximately 1.53% per year without consideration of the Department's measures to promote energy efficiency and distributed generation. That load growth rate reflects, in the later part of the ten year planning period, increases due in part to fuel switching in the transportation sector including the increase of plug-in hybrid and battery electric vehicles. In accordance with the Power System's recent resources plans, significant energy efficiency measures have been planned and are being implemented as a cost effective resource, along with support for customer solar projects. The Department adopted a goal in August of 2014 of achieving up to 15% energy savings by the end of 2020, which was achieved. The Department is now focused on a goal of achieving additional energy savings of 3,434 gigawatt hours ("GWhs") from 2023 to 2035, surpassing the 1,802 GWhs of projected savings reflected in the LA100 Study. For the operating statistics of the Power System, see "OPERATING AND FINANCIAL INFORMATION – Summary of Operations."

The Department estimated that the Power System's capacity (as of December 31, 2024), and energy mix (actual numbers for calendar year 2023) were approximately as follows:

DEPARTMENT GENERATION MIX PERCENTAGES

Resource Type	Capacity Percentage ⁽¹⁾	Energy Percentage ⁽²⁾
Natural Gas	36%	32.4%
Large Hydro	16	3.9
Coal	11	10.3
Nuclear	3	13.9
Renewables	34	39.5
Storage	<1	–
Unspecified Sources of Energy ⁽³⁾	–	–
Total	100%	100%

⁽¹⁾ Net Maximum Unit Capability as of December 31, 2024.

⁽²⁾ Energy percentage is based on the Department's calendar year 2023 fuel mix submission as part of the 2023 Annual Power Content Label to the California Energy Commission.

⁽³⁾ Unspecified sources of energy means electricity from transactions that are not traceable to specific generation sources.

Note: Totals may not equal sum of parts due to rounding.

The Department anticipates that its generation mix will change in response to statutory and regulatory developments. See "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY."

Generation and Power Supply

The Power System has a number of generating resources available to it. The following discussion describes the Department's solely owned, jointly owned and contracted generation facilities, as well as fuel and water supplies and spot purchase activities. Currently, the Department's base load requirements are fulfilled

primarily by generating capacity at IPP and PVNGS, and balanced with its natural gas, hydroelectric, renewable resources and spot purchases. The following information concerning the capacities of various facilities is as of December 31, 2024.

Department-Owned Generating Units

The Department's solely owned generating facilities, as of December 31, 2024, are summarized in the following table:

DEPARTMENT OWNED FACILITIES

Type of Fuel	Number of Facilities	Number of Units	Net Maximum Plant Capacity (MW) ⁽¹⁾	Net Dependable or Average Expected Plant Capacity (MW) ⁽¹⁾⁽⁴⁾
Natural Gas	4 ⁽²⁾	29 ⁽²⁾	3,377	3,182
Large Hydro	1	7	1,265	1,265
Renewables	65	162 ⁽³⁾	362	86 ⁽⁴⁾
Storage	1	1	20	15 ⁽⁴⁾
Subtotal	71	199	5,024	4,549
Less: Payable to the California Department of Water Resources	—	—	(120) ⁽⁵⁾	(28) ⁽⁵⁾
Total	71	199	4,904	4,521

Source: Department of Water and Power of the City of Los Angeles.

⁽¹⁾ Net dependable capacity is based on 2023-24 capacity ratings; for renewables, figure represents average expected capacity. See footnote 4.

⁽²⁾ Consists of the four Los Angeles Basin Stations (Haynes, Valley, Harbor and Scattergood) discussed and defined below. See “— *Once-Through-Cooling Units Phase-Out*” below for information regarding the future expected phase out of certain natural gas units.

⁽³⁾ Includes 22 of the hydro units at the Los Angeles Aqueduct, Owens Valley and Owens Gorge hydro units that are certified as renewable resources by the CEC. Also included are Department-built photovoltaic solar installations, the Pine Tree Wind Project and a local small hydro plant. Not included are the units that were upgraded at the Castaic Plant.

⁽⁴⁾ Figure based on historical generation, in addition to statistical modeling of likely output without consideration of weather conditions that may affect the ability of certain renewable resources to reach its average expected.

⁽⁵⁾ Energy payable to the California Department of Water Resources for energy generated at the Castaic Plant. This amount varies weekly up to a maximum of 120 MW.

Note: Totals may not equal sum of parts due to rounding.

Los Angeles Basin Stations. The Department is the sole owner and operator of four electric generating stations in the Los Angeles Basin (the “Los Angeles Basin Stations”), with a combined net maximum generating capacity of 3,377 MW and a combined net dependable generating capacity of 3,182 MW. Natural gas is used as fuel for the Los Angeles Basin Stations. Ultra-low-sulfur distillate is used for emergency back-up fuel. See “— Fuel Supply for Department-Owned Generating Units and Apex Power Project.” See also “— Projected Capital Improvements.” The four Los Angeles Basin Stations are briefly described below.

Haynes Generating Station. The largest of the Los Angeles Basin Stations is the Haynes Generating Station, located in the City of Long Beach, California. The Haynes Generating Station currently consists of eleven generating units with a combined net maximum capacity of 1,614 MW and a net dependable capacity of 1,503 MW. Originally comprising six units, two of the original units were repowered in 2005 and replaced with a combined-cycle generating unit, which includes two combustion turbines and a common steam turbine. The combustion turbines can each operate with the steam turbine independently or together in a two-plus-one configuration (and are counted by the Department as three generating units). In 2013, the Department completed the replacement of an additional two of the original units with six advanced simple-cycle gas turbine units. In

2022, the Department completed the demolition of the four Haynes Generating Station Units that were decommissioned to create a construction area for a future energy project. See “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – Environmental Regulation and Permitting Factors – *Water Quality – Cooling Water Process – State Water Resources Control Board*” and “– *Regional Requirements – Thermal Discharges at Harbor Generating Station and Haynes Generating Station*” for a discussion of potential permitting and related equipment upgrades with respect to cooling water intake structures and thermal discharges.

Valley Generating Station. The Valley Generating Station is located in the San Fernando Valley and is currently comprised of a simple-cycle generating turbine unit and a combined-cycle generating unit, which consists of two combustion turbines and a common steam turbine. The combustion turbines can each operate with the steam turbine independently or together in a two-plus-one configuration (and are counted by the Department as three generating units). The net maximum plant capacity for the Valley Generating Station is 555 MW. The total net dependable capacity for the Valley Generating Station is 525 MW. The Department expects to demolish four Valley Generating Station Units that were decommissioned in 2002 to create a construction area for a future energy project. The demolition of the decommissioned Valley Generating Station Units is not expected to impact the energy output of the Valley Generating Station. Demolition is expected to be completed by November 2026.

Valley Generating Station Gas Vent-Off. While conducting methane surveys across the State for the CEC in August 2020, the Jet Propulsion Laboratory observed an increase of methane vent-off over the Valley Generating Station reciprocating natural gas compressor area. The Department installed new design rod packing seals in December 2020 that have been working as designed.

Five Los Angeles Superior Court cases were filed related to the referenced vent-off at the Valley Generating Station. The most significant of the cases, a class action lawsuit with a putative class of 30,000 individuals, was dismissed in December 2021. Additionally, punitive damages were removed, and the number of causes of action was reduced. With the dismissal of the class action lawsuit, there are four remaining cases, including *Pueblo y Salud, Inc, et. al. v. Los Angeles Department of Water and Power, et al.*, 21STCV04346, the lead case. The final number of individual plaintiffs is expected to be approximately 1,300 following the dismissal of plaintiffs who have not participated in discovery. All pending cases have been deemed related by the court and are assigned to the same judge in the Los Angeles Superior Court.

The Department and the plaintiffs have agreed to settle this litigation for \$59.89 million after mediation. The fact that the parties have agreed to settle the litigation has been publicized by various news outlets. The parties are currently working on drafting written settlement agreement documents and working with the Court on the process to finalize the settlement agreement and dispose of the cases.

Harbor Generating Station. The Harbor Generating Station is located in Wilmington, California. The Harbor Generating Station is comprised of eight generating units, including five simple-cycle generating turbine units and a combined-cycle unit, which includes two combustion turbines and a common steam turbine. The combustion turbines can each operate with the steam turbine independently or together in a two-plus-one configuration (and are counted by the Department as three generating units). Harbor Generating Station’s net maximum capacity is 432 MW with a net dependable capacity of 423 MW. See “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – Environmental Regulation and Permitting Factors – *Water Quality – Cooling Water Process– State Water Resources Control Board*” and “– *Regional Requirements – Thermal Discharges at Harbor Generating Station and Haynes Generating Station*” for a discussion of potential permitting and related equipment upgrades with respect to cooling water intake structures and thermal discharges.

Scattergood Generating Station. The Scattergood Generating Station is located in Playa Del Rey, California and is currently comprised of two conventional steam boiler generating units, one combined-cycle unit, which consists of two generating units in a one-plus-one configuration, and two advanced simple-cycle gas turbines, for a total of six generating units, with a net maximum capacity of 776 MW and a net dependable

capacity of 731 MW from natural gas. An original unit of the Scattergood Generating Station was decommissioned in 2015 and has been demolished to create the construction area for a future energy project. See “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – *Environmental Regulation and Permitting Factors – Water Quality – Cooling Water Process – State Water Resources Control Board*” for a discussion of potential permitting and related equipment upgrades with respect to cooling water intake structures.

Once-Through-Cooling Units Phase-Out. Generating units at the Los Angeles Basin Stations that currently utilize once-through-cooling have a net maximum capacity of 1,492 MW. In February 2019, then Mayor Eric Garcetti announced that these units would be phased out and replaced with energy storage and clean energy alternative assets. The Department has initiated the City’s planning efforts for replacing the capacity of the once-through cooling units as they retire by December 31, 2029. The Department presented a 2022 Power Strategic Long-Term Resource Plan (the “2022 Strategic Long-Term Resource Plan”) to the Board in September 2022, which details high level initiatives, including increased use of energy storage, retrofitting existing gas units that currently use once-through-cooling with alternative cooling designs such as using wet cooling towers, and introducing hydrogen capable gas generating units to replace once-through-cooling units, and to formalize a roadmap for achieving 100% carbon free energy by 2035. The 2022 Strategic Long-Term Resource Plan was finalized and released in July 2023. See also “– Renewable Power Initiatives – *Strategic Long-Term Resource Plan*.”

Other Department-Owned Generating Facilities. In addition to the Los Angeles Basin Stations, the Department is the sole owner of a number of other generating facilities. Certain of the Department’s hydroelectric projects are described below. See also “– Renewable Power Initiatives.”

Castaic Pump Storage Power Plant. The Castaic Pump Storage Power Plant is located near Castaic, California (the “Castaic Plant”) just before the terminus of the west branch of the California Aqueduct at Castaic Lake. The Castaic Plant is the Department’s largest source of hydroelectric capacity and consists of seven units. The Castaic Plant’s net maximum capacity and net dependable capacity for the seven units is 1,265 MW. The seven units completed a modernization process in August 2016. A FERC license pursuant to which the Department operates the Castaic Plant expired in 2022. The Department, in partnership with the California Department of Water Resources (the “CDWR”), is in the process of renewing this FERC license. FERC has not yet issued a new license. Under federal regulations, FERC issued an annual license on February 3, 2022, for the continued operations of Castaic Power Plant under the current license conditions. This annual license will be automatically renewed until FERC issues a new license. The Castaic Plant provides peaking and reserve capacity and is normally not a source of energy to the Department’s net base load requirements. The Castaic Plant obtains water supply via the water conveyance system (the “State Water Project”) operated by the CDWR, which has frequently been the subject of litigation that generally alleges that the CDWR is illegally “taking” listed species of fish through operation of the State Water Project export facilities and that the CDWR should cease operation of the State Water Project pumps. The CDWR has altered the operations of the State Water Project to accommodate certain listed species, which has had the effect of reduced pumping from the affected waters. Future litigation of this nature could influence how the State Water Project is operated and further reduce water flow to the Castaic Plant. The Department cannot predict at this time what effect this type of litigation will have on the Power System. See “– Water Supply for Department-Owned Generating Units” below.

Owens Gorge and Owens Valley Hydroelectric Generation. The three Owens Gorge and seven Owens Valley hydroelectric generating units (the “Owens Gorge and Owens Valley Hydroelectric Generation”) are located along the Owens Valley in the Eastern High Sierra region of the State. The aggregate average expected capacity of Owens Gorge and Owens Valley Hydroelectric Generation totals 34 MW and the net maximum plant capacity totals 122 MW.

The Owens Gorge and Owens Valley Hydroelectric Generation is a network of hydroelectric plants which use water resources of the Los Angeles Aqueduct and three creeks along the Eastern Sierras. The water flow fluctuates from year to year and as a result water flow may be reduced from seasonal norms from time to time. Since 1995, the total aqueduct exports from Owens Valley to the City have gone from approximately

476,000 acre-feet per year to currently approximately 252,000 acre-feet per year (based on the 30-year median). This difference is due to environmental uses in the Owens Valley, including Mono Lake level restoration, Lower Owens River restoration, reduced groundwater pumping and Owens Lake dust mitigation. Consequently, this water use reallocation has resulted in a reduction of downstream hydroelectric generation, which is accounted for in the annual updates of the Power System's resource plan; however, efforts are underway to reduce the amount of water required for Owens Lake dust mitigation. An estimated reduction of up to 10,000 acre-feet may be achieved depending upon terms agreed upon with applicable regulatory authorities and may result in increased aqueduct exports from Owens Valley to the City.

San Francisquito Canyon and the Los Angeles and Franklin Reservoirs Hydroelectric Generation.

The Department also owns and operates twelve hydroelectric units located north of the City along the Los Angeles Aqueduct in San Francisquito Canyon and at the Los Angeles and Franklin Reservoirs. The net aggregate average expected capacity of these smaller units is 27 MW and the net maximum plant capacity totals 78 MW.

Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units

The Department has additional generating resources available as capacity rights resulting from undivided ownership interests in facilities that are jointly-owned with other utilities. Also, the Department benefits from distributed generation ("DG") capacity connected to the Department's grid from customer solar photovoltaic installations through net metering and customer generation rates and from other DG units through a Feed-in-Tariff. These interests, as of December 31, 2024, are summarized in the following chart and discussed below. Each project participant with respect to jointly-owned units is generally responsible for providing its share of construction, capital, operating, decommissioning, and maintenance costs.

**JOINTLY-OWNED GENERATING UNITS AND
CONTRACTED CAPACITY RIGHTS IN GENERATING UNITS**

Type	Number of Facilities	Department's Net Maximum Connected Capacity (MW)	Department's Net Dependable Connected or Average Expected Capacity (MW)
Coal	1	1,202 ⁽¹⁾	1,164
Natural Gas	1	578 ⁽²⁾	483
Large Hydro	1	496 ⁽³⁾	270 ⁽³⁾
Nuclear	1	387 ⁽⁴⁾	380
Renewables/Distributed Generation	88,149 ⁽⁵⁾	3,421	1,148 ⁽⁶⁾
Total	88,153	6,084	3,445

Source: Department of Water and Power of the City of Los Angeles.

(1) The Department's IPP entitlement is 48.62% of the net maximum plant capacity of 1,800 MW. An additional 18.17% portion of the IPP entitlement is subject to variable recall as set forth under "*Intermountain Power Project – Power Recalls*" below.

(2) The Department's Apex Generating Station entitlement is 100% of the power produced.

(3) The Department's Hoover Power Plant contract entitlement is 496 MW, which is 23.90% of the Hoover total contingent capacity and 14.7% of the firm energy. Hoover Power Plant output constantly varies due to low water levels at Lake Mead resulting from drought conditions.

(4) The Department's PVNGS entitlement is 9.66% of the maximum net plant capacity of 4,003 MW. See "*Palo Verde Nuclear Generating Station*" below.

(5) The Department's contract renewable resources in-service include a hydro unit in the Los Angeles area, wind farms in Oregon, Washington, Utah and Wyoming, and customer solar photovoltaic installations and other DG units located in the Los Angeles region.

(6) For renewables, figure represents average expected capacity. Figure based on historical generation, in addition to statistical modeling of likely output without consideration of weather conditions that may affect the ability of certain renewable resources to reach its average expected capacity.

Note: Totals may not equal sum of parts due to rounding.

Intermountain Power Project.

General. The IPP consists of: (i) a two-unit, coal-fired, steam-electric generating plant with a net rating of 1,800 MW (the “Intermountain Generating Station”) and a switchyard (the “Switchyard”), located near Delta, in Millard County, Utah; (ii) a ± 500 kilovolts (“kV”), direct current transmission line approximately 490 miles in length from and including the Intermountain Converter Station (an alternating current/direct current converter station adjacent to the Switchyard) to and including a corresponding converter station at Adelanto, California (collectively, the “Southern Transmission System”) (see “– Transmission and Distribution Facilities – *Southern Transmission System*”); (iii) two 50-mile, 345 kV, alternating current transmission lines from the Switchyard to the Mona Switchyard in the vicinity of Mona, Utah and a 144-mile, 230 kV, alternating current transmission line from the Switchyard to the Gonder Switchyard near Ely, Nevada (collectively, the “Northern Transmission System”); (iv) a microwave communications system; (v) a railcar service center located in Springville, in Utah County, Utah (the “Railcar Service Center”); and (vi) certain water rights and coal supplies (which water rights and coal supplies, together with the Intermountain Generating Station, the Switchyard and the Railcar Service Center, are referred to herein collectively as the “Generation Station”). Pursuant to a Construction Management and Operating Agreement between IPA and the Department, IPA appointed the Department as project manager and operating agent responsible for, among other things, administering, operating and maintaining the IPP.

Power Contracts. Pursuant to a Power Sales Contract with IPA (the “IPP Contract”), the Department is entitled to 48.617% of the capacity of the IPP (currently equal to 875 MW). The term of the IPP Contract ends on June 15, 2027.

Pursuant to the IPP Contract, the Department is required to pay in proportion to its entitlement share the costs of producing and delivering electricity as a cost of purchased capacity. The Department also has available additional capacity in the IPP through an excess power sales agreement with certain other IPP participants (the “IPP Excess Power Sales Agreement”). Under the IPP Excess Power Sales Agreement the Department is entitled to an additional 18.168% of the capacity of IPP (currently equal to approximately 327 MW), subject to recall as described below. The IPP Contract requires the Department to pay for such capacity and energy on a “take-or-pay” basis as operating expenses of the Power System. See “OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations.”

In Fiscal Year 2023-24, the IPP operated at a plant net capacity factor of 26.22% and provided approximately 4.1 million megawatt-hours (“MWhs”) of energy to its power purchasers, which includes approximately 2.4 million MWhs to the Power System.

Intermountain Generating Station upon the termination of the IPP Contract. In order to facilitate the continued participation of the Department and other power purchasers in the IPP beyond the IPP Contract’s termination in 2027, the IPA Board issued the Second Amendatory Power Sales Contract which amended the IPP Contract to allow for the repowering of the plant to replace the coal units with combined cycle natural gas units by July 1, 2025 that would allow for compliance with greenhouse gas (“GHG”) emissions performance standards. Pursuant to the provisions of the power sales contracts, the IPP participants also agreed to reduce the initially planned generation capacity of the repowered plant from 1,200 MW to 840 MW. IPA executed a contract in early 2022 securing energy conversion and storage services to supply the IPP units with green hydrogen fuel (*i.e.*, hydrogen created solely by use of renewable energy) to support the goal of operating with a blend of 30% green hydrogen starting in 2025 and the subsequent goal of reaching 100% green hydrogen fueled operation by 2045. It is estimated that the repowering of the plant to the new combined cycle units at IPP will cost approximately \$1.7 billion. This estimate does not include the hydrogen facilities being constructed. The construction of the repowering portion of IPP generation project is anticipated to be completed during the summer of 2025 sometime after the originally scheduled date of July 1, 2025. Upgrades to the Switchyard and replacement of converter stations are also being undertaken at an estimated cost of approximately \$2.7 billion, reflecting a change in scope requested by the Department and the cities of Burbank and Glendale to upgrade portions of the converter station to 3,000 MW. SCPPA has issued bonds to finance a portion of the costs of the upgrades to the Switchyard and converter station replacements. See “– Transmission and Distribution Facilities

– *Southern Transmission System.*” See also “OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations.”

The original power sales contracts, including the IPP Contract, will terminate on June 15, 2027, at which point the IPP Renewal Power Sales Contracts (which were executed in 2017) will immediately take operational effect and continue for a term ending in 2077. Most of the power purchasers under the original power sales contracts will continue to be IPP participants under the IPP Renewal Power Sales Contracts. The cities of Anaheim, Riverside, and Pasadena will not be power purchasers under the IPP Renewal Power Sales Contracts. The city of Burbank will take a smaller share of generation capacity under the IPP Renewal Power Sales Contracts, and the Department and the city of Glendale both increased their respective generation shares. Under its IPP Renewal Power Sales Contract with IPA, the Department will be entitled to 71.442% of the capacity of the IPP. In connection with the execution of the IPP Renewal Power Sales Contracts in 2017, the Department also executed successor excess power sales agreements with certain other IPP participants (the “IPP Agreement for Sale of Renewal Excess Power”) which will continue to make available to the Department additional capacity in the IPP. The increase to the Department’s share and additional available capacity in the IPP will become available to the Department when the IPP Renewal Power Sales Contracts take effect on June 16, 2027. Similar to its IPP Contract, the Department will be obligated to pay for the capacity and energy purchased under its IPP Renewal Power Sales Contract on a “take-or-pay” basis as operating expenses of the Power System.

The IPA has issued bonds to finance a portion of the costs of the IPP repowering project. See “OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations.”

Power Recalls. Under the existing IPP Excess Power Sales Agreements, certain IPP participants have a right to recall from the Department up to 18.168% of the capacity of IPP (currently equal to approximately 327 MW) for defined future summer or winter seasons or both, following no less than 90 days’ notice and up to 43 MW of such capacity on a seasonal basis following no less than 90 days’ notice. IPP Utah participants have recalled 3.53% of the capacity of IPP (equal to 63 MW) from the Department for the summer season which started March 2025 and will end September 2025. The percentage of the capacity of IPP subject to recall will increase to 21.057% (equal to 177 MW) in 2027 upon the effectiveness of the IPP Agreement for Sale of Renewal Excess Power which will take effect on the same day as the IPP Renewal Power Sales Contract described above. The Department can give no assurance that the capacity of IPP subject to recall from the Department under the IPP Excess Power Sales Agreement or the IPP Agreement for Sale of Renewal Excess Power will not be recalled in the future in accordance with the agreement terms.

Fuel Supply. IPA possesses coal supply agreements to fulfill the supply requirement of approximately 615,000 tons for IPP in 2025. The coal is purchased under a portfolio of fixed price contracts that last through June 2025. As a result of the decline in coal-fired generation around the nation, the coal market has constricted, especially in Utah, which has dramatically reduced supply in the region near IPA. The recent cost of coal delivered to the Intermountain Generating Station is similar to current market prices for the region. However, IPA expects the costs of any incremental coal purchases will increase due to the scarcity of coal in the Western United States and suppliers looking to other, longer term buyers.

Transportation of coal to the Intermountain Generating Station is provided primarily by rail under agreements between IPA and the Union Pacific Railroad company. The coal is transported primarily in IPA-owned railcars. Coal is also transported to IPP, to some extent, in commercial trucks. Both rail service and trucking services have suffered greatly due to a lack of human resources. Neither network is capable of supporting industrial demand; and IPA, like all coal-fired utilities in the United States, has seen large systemic failures in the transportation system.

IPP maintains a minimum of 30 days of coal in inventory in the event of a coal supply disruption. At the end of February 2025, IPP maintained 77 days of coal in inventory.

The Department has operational flexibility with respect to its use of IPP; however, the supply chain issues referenced above are likely to impact the operations of IPP and may constrain the Department's ability to utilize such resource until the repowering project is operational.

For more information on the effect of certain environmental considerations on IPP and potential implications of certain recently enacted Utah legislation with respect thereto, see "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – *Environmental Regulation and Permitting Factors – Air Quality – Mercury,*" "– *Coal Combustion Residuals,*" and "– *Utah Senate Bill 161.*"

Apex Power Project. The Apex Power Project (the "Apex Power Project") is located in an unincorporated area of Clark County, north of Las Vegas, Nevada. The Apex Power Project includes the Apex Generating Station, which is a combined cycle generating station consisting of one 238 MW, nameplate rating, steam turbine generator, and two, 203 MW, nameplate rating, combustion turbine generators. The Apex Power Project also includes heat recovery equipment, air inlet filtering, closed cycle cooling system, emission control system, exhaust stack, distributed control system, all necessary noise control equipment, and its associated real property. The Apex Generating Station has a net maximum capacity of 578 MW and a net dependable capacity of 483 MW. In March 2014, SCPPA acquired the Apex Power Project for the benefit of the Department, and the Department is entitled to 100% of the capacity and energy of the Apex Power Project under a take-or-pay power sales contract with SCPPA. See "OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations."

Hoover Power Plant.

General. The Hoover Power Plant is located on the Arizona-Nevada border approximately 25 miles east of Las Vegas, Nevada and is part of the Hoover Dam facility at Lake Mead, which was completed in 1935 and controls the flow of the Colorado River. The Hoover Power Plant consists of 17 generating units and two service generating units with a total installed capacity of approximately 2,074 MW, and a minimum capacity of 650 MW. The Department has a power purchase agreement with the United States Department of Energy Western Area Power Administration ("Western") for 23.90% of total contingent capacity and 14.65% of the firm energy from the Hoover Power Plant through September 2067. The facility is owned and operated by the United States Bureau of Reclamation (the "Bureau of Reclamation").

Environmental Considerations. The lower Colorado River has been included in a critical Habitat Designated Area. This required the Bureau of Reclamation to prepare and file with the United States Fish and Wildlife Service (the "USFWS") a Biological Assessment on the effect of its operations of the lower Colorado River on endangered species therein (the "Biological Assessment"). After the Biological Assessment was filed, the USFWS issued a Biological and Conference Opinion regarding the Bureau of Reclamation's operations and outlined remedial actions to be taken to correct adverse effects to endangered species. Such remedial actions could affect the operation of the Hoover Power Plant, which would in turn affect the Hoover Power Plant customers, including the Department. The Department believes that any impact of the Biological and Conference Opinion on future operations will be minor; however, there is a possibility that future regulatory action will recommend major remediation actions that could have a material impact on the Hoover Power Plant customers' available capacity from the Hoover Power Plant. The Hoover Power Plant customers, including the Department, together with certain other parties, have implemented a plan in cooperation with the Bureau of Reclamation and the USFWS to mitigate negative effects on the Hoover Power Plant's energy production.

Palo Verde Nuclear Generating Station.

General. PVNGS is located approximately 50 miles west of Phoenix, Arizona. PVNGS consists of three nuclear electric generating units (numbered 1, 2 and 3), with a net maximum capacity of 1,333 MW (unit 1), 1,336 MW (unit 2) and 1,334 MW (unit 3) and a dependable capacity of 1,311 MW (unit 1), 1,314 MW (unit 2) and 1,312 MW (unit 3). PVNGS's combined design capacity is 4,003 MW and its combined dependable capacity is 3,937 MW. Each PVNGS generating unit had been operating under 40-year Full-Power Operating Licenses granted by the Nuclear Regulatory Commission (the "NRC") expiring in 2025, 2026, and 2027, respectively. In

April 2011, the NRC approved PVNGS's license renewal application, allowing the three units to extend operation for an additional 20 years until 2045, 2046 and 2047, respectively.

Arizona Public Service Company ("APS") is the operating agent for PVNGS. On average, PVNGS has provided over 3.1 million MWhs of energy annually to the Power System. The Department has a 5.7% direct ownership interest in the PVNGS (approximately 224 MW of dependable capacity). The Department also has a 67.0% generation entitlement interest in the 5.91% ownership share of PVNGS that belongs to SCPPA through its "take-or-pay" power contract with SCPPA (totaling approximately 156 MW of dependable capacity), so that the Department has a total interest of approximately 380 MW of dependable capacity from PVNGS. Co-owners of PVNGS include APS; the Salt River Project; Edison; El Paso Electric Company; Public Service Company of New Mexico; SCPPA and the Department.

Nuclear Regulatory Commission. The NRC has broad authority under federal law to impose licensing and safety-related requirements for the operation of nuclear generation facilities. Events at nuclear facilities of other operators or impacting the industry generally may lead the NRC to impose additional requirements and regulations on existing and new facilities.

The aftermath of the March 2011 earthquake and tsunami that caused significant damage to the Fukushima Daiichi Nuclear Power Plant in Japan prompted the U.S. nuclear industry to form a task force under the direction of PVNGS's Chief Nuclear Officer to take immediate actions in ensuring the reliability of all U.S. nuclear plants. PVNGS instituted improvements driven by the findings from such task force. Among these improvements, is a staging of "flex" equipment, which includes mobile pumps, generators, hoses, and fire trucks that enable PVNGS to shift cooling water through the plant and power critical equipment in the event of a disaster.

Decommissioning Costs. The owners of PVNGS have created external trusts in accordance with the PVNGS participation agreement and NRC requirements to fund the costs of decommissioning PVNGS. Based on the 2023 annual funding status report which is based on a 2019 study of decommissioning costs, the most recent estimate available, the Department estimates that its share of the amount required for decommissioning PVNGS relating to the Department's direct ownership interest in PVNGS was approximately 73% funded and that its share of decommissioning costs through SCPPA was 84% funded. The Department's direct share of costs is \$204.9 million and SCPPA's share is \$222.0 million, of which the Department's portion is \$148.7 million or 67%. Under the current funding plan, the Department estimates its share of the decommissioning costs relating to the Department's direct ownership interest in PVNGS will be fully funded by accumulated interest earnings and additional contributions by the extended license expiration date of 2047. Such estimates assume 7% per annum in future investment returns and a 5% per annum cost escalation factor. The Department has received and is receiving less than a 7% per annum investment return on the decommissioning funds and cost increases have been averaging less than 5% per annum. No assurance or guarantee can be given that investment earnings will fully fund the Department's remaining decommissioning obligations at current estimated costs or that the decommissioning costs will not exceed current estimates. For a discussion of the Department's nuclear decommissioning trust fund and other investments held on behalf of the Department, see "THE DEPARTMENT – Investment Policy and Controls."

Nuclear Waste Storage and Disposal. Generally, federal and state efforts to provide adequate interim and long-term storage facilities for low-level and high-level nuclear waste have proven unsuccessful to date. Although federal and state efforts continue with respect to such storage and disposal facilities, the Department is not able to predict the schedule for the permanent disposal of radioactive wastes generated at PVNGS. Since the spent fuel pools ran out of storage capacity, an independent spent fuel storage installation was built to provide additional spent fuel storage at the site while awaiting permanent disposal at a federally developed facility. The installation uses dry cask storage and was designed to accept all spent fuel generated by PVNGS during its lifetime. As of December 31, 2024, 152 casks, each containing 24 spent fuel assemblies, and 30 new casks, each containing 37 spent fuel assemblies allowing the dry cask storage facility to accept more spent fuel at a time, have been stored. Storage costs are partially paid using funds received by APS pursuant to a settlement agreement with the United States government relating to nuclear waste disposal fees.

Mohave Generating Station – Operations Ceased. The Mohave Generating Station was a coal-fired electric generating station located near Laughlin, Nevada, that ceased operations in 2005. The Department owned a 30% interest in the Mohave Generating Station and still owns a 30% interest in the site. The other co-owners are Edison and NV Energy (formerly known as Nevada Power Company). The Mohave Generating Station generating units were removed from service at the end of 2005. A major plant decommissioning was completed in 2012. As required by the Nevada Division of Environmental Protection, minor cleanup, ground water monitoring and upkeep of the plant site will continue for a number of years after the decommissioning to ensure that the integrity of the coal ash landfill is maintained and that the groundwater is protected from contamination. In accordance with an approved site disposition plan, the co-owners of the Mohave Generating Station have made approximately 80% of the property of the Mohave Generating Station available for public sale. Any sales transaction will require approval from the Board and City Council. The remaining property would be retained by the co-owners for ongoing monitoring, maintenance, and environmental compliance purposes. See “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – Environmental Regulation and Permitting Factors – Coal Combustion Residuals.”

Navajo Generating Station – Operations Ceased. The Navajo Generating Station was a coal-fired, electric generating station located near the City of Page, Arizona, that ceased operations in 2019. The Salt River Project Agricultural Improvement and Power District, a political subdivision of the state of Arizona, and the Salt River Valley Water Users’ Association, a corporation (together, the “Salt River Project”) is the operating agent of the Navajo Generating Station. The Department sold its interest in the Navajo Generating Station in 2016. Decommissioning has been completed and the land was returned to the Navajo Nation in March 2024; however, the Department retains responsibility for its share of environmental monitoring and remediation costs.

LA100 Study

In accordance with three City Council motions passed in 2016 and 2017, the Department partnered with the NREL to perform the “LA100: The Los Angeles 100% Renewable Energy Study” (the “LA100 Study”). This unprecedented, three-year study identified several pathways that would allow the City to achieve a 100%-renewable-energy portfolio no later than 2045. The NREL identified four overall scenarios with various modeling assumptions for the Department to achieve its sustainability goals, including one scenario to achieve its goals by 2035. The NREL also analyzed how the scenarios could affect the region’s air quality, GHG emissions, public health, jobs, and economic activity. At the direction of the City Council, the study incorporated the CalEnviroScreen, allowing the NREL to identify pathways that will be not only economical for the utility but also equitable for communities.

The LA100 Study yielded a tremendous amount of data and new, state-of-the-art models that provide the Department with a variety of perspectives on approaches toward 100% renewable energy. The results of the LA100 Study will continue to inform the Department’s internal planning processes, including its Strategic Long-Term Resource Plan and other public outreach efforts that are designed to ensure a just and equitable transition for the City. The Financial Services Organization of the Department has conducted a preliminary rate analysis to determine the rate impacts for each of the scenarios in the LA100 Study. However, more in-depth analysis on the specific path is needed to ascertain more accurate rate analysis. The total cumulative cost through 2045 of new investment needed to achieve the suite of modeled scenarios ranges from approximately \$57 billion to \$87 billion, depending on the scenario, load projection, and the target year.

At the conclusion of the LA100 Study, it was determined that the LA100 Study provided various ways to reach 100% clean energy but it did not fully address the topic of equity as part of the transition. As a result, the LA100 Equity Strategies Study was commissioned by the Board. The independent study was conducted by the NREL and by UCLA with focused research in five priority areas: (1) affordability and energy burdens; (2) access to and use of energy technologies, programs, and infrastructure; (3) health, safety, and community resilience; (4) jobs and workforce development; and (5) inclusive community involvement. The ultimate goal of the LA100 Equity Strategies Study is for all communities across the City to share in the benefits and the burdens of the clean energy transition and to identify what policies should be put in place to achieve such outcomes. The LA100 Equity Strategies study report was released in November 2023. The report details a number of findings,

recommendations and strategies addressing inequities in the clean-energy transition and is designed to assist the Department to make data-driven, community-informed decisions for equitable investment and program development towards achieving a 100% carbon-free energy portfolio. See also “–Renewable Power Initiatives – *L.A.’s Green New Deal*” and “– *Strategic Long-Term Resource Plan*.”

Renewable Power Initiatives

The Department expects to continue to procure a renewable power resource portfolio that satisfies applicable State requirements, the main provisions of which are currently contained in the California Renewable Energy Resources Act (“SBX 1-2”), the California Global Warming Solutions Act of 2006 (“AB 32” or the “Global Warming Solutions Act”), the Clean Energy and Pollution Reduction Act of 2015 (“SB 350”), and the 100 Percent Clean Energy Act of 2018 (“SB 100”). For a discussion of certain State legislation and regulations affecting the Department, including AB 32, SB 350, SB 1368, SBX 1-2, SB 100, and the Clean Energy, Jobs, and Affordability Act of 2022 (“SB 1020”), see “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – California Climate Change Policy Developments.” Certain components of the Department’s renewable power resource portfolio are described below. Available capacity with respect to such renewable power resources will vary as they are intermittent resources. Wind power, both obtained through power purchase agreements and resources owned by the Department, provided 13% and 14% of the Department’s energy in 2022 and 2023, respectively, or about one-third of the renewable energy, which comprised 36% and 40% of the total energy mix in 2022 and 2023, respectively, as reflected in the Department’s Annual Power Content Label for such years.

Large Scale Wind Energy. Through power purchase agreements, the Department has secured large scale wind farm output in a number of areas to provide a diversity of wind power resources. Such wind energy for the Department is being generated in wind farms located in the States of California, Oregon, Washington, Utah, and Wyoming, and New Mexico. Such power purchase agreements provide for an aggregate of 1,143 MW of wind energy. In addition to these power purchase agreements, wind farms with output of approximately 880 MW are also subject to Department options to purchase such assets.

Certain of these projects are described as follows:

Milford Wind Corridor Phase I Project. The Milford Wind Corridor Phase I Project (the “Milford I Project”) began commercial operation in November 2009 and consists of SCPPA’s purchase of all energy generated by a 203.5 MW nameplate capacity wind farm comprised of 97 wind turbines located near Milford, Utah (the “Milford I Facility”), for a term expiring in November 2029 (unless earlier terminated) pursuant to a Power Purchase Agreement, by and between SCPPA and Milford Wind Corridor Phase I, LLC. Energy from the Milford I Facility is delivered to SCPPA over an approximately 90-mile, 345 kV transmission line extending from the wind generation site to the IPP Switchyard in Delta, Utah. SCPPA has issued revenue bonds in order to finance the purchase by prepayment of 6,764,301 MWhs of energy from the Milford I Facility over the delivery term. The Department has entered into a power sales agreement with SCPPA that provides for the Department to pay for its 92.5% share of the Milford I Project on a “take-or-pay” basis as an operating expense of the Power System. See “OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations.”

Milford Wind Corridor Phase II Project. The Milford Wind Corridor Phase II Project (the “Milford II Project”) began commercial operation in May 2011 and consists of SCPPA’s purchase of all energy generated by a 102 MW nameplate capacity wind farm comprised of 68 wind turbines located near Milford, Utah (the “Milford II Facility”), for a term expiring on June 30, 2031 (unless earlier terminated) pursuant to a Power Purchase Agreement, by and between SCPPA and Milford Wind Corridor Phase II, LLC. Energy from the Milford II Facility is delivered to SCPPA over an approximately 88-mile, 345 kV transmission line extending from the wind generation site to the IPP Switchyard in Delta, Utah. SCPPA has issued revenue bonds in order to finance the purchase by prepayment of 4,467,600 MWhs of energy from the Milford II Facility over the delivery term. In connection with the issuance of bonds relating to the Milford II Project, the Department has entered into a power sales agreement with SCPPA that provides for the Department to pay for its 95.098% share of the Milford II Project on a “take-or-pay” basis as an operating expense of the Power System. In addition, the

Department has purchased the City of Glendale's 4.902% output entitlement share of Milford II Project's output. See "OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations."

Linden Wind Energy Project. The Linden Wind Energy Project (the "Linden Project") began commercial operation in June 2010 and consists of SCPPA's acquisition of a 50 MW nameplate capacity wind farm comprised of 25 wind turbines located near the town of Goldendale in Klickitat County, Washington. The Linden Project was developed and constructed by Northwest Wind Partners, LLC ("Northwest Wind"). SCPPA acquired the project from Northwest Wind pursuant to the terms of an asset purchase agreement between SCPPA and Northwest Wind. Energy from the Linden Project is delivered to SCPPA through an energy exchange agreement that redelivers production from the Linden Project to the Pacific DC Intertie. SCPPA has issued revenue bonds to finance the acquisition of the Linden Project. The Department has entered into a power sales agreement with SCPPA for a term expiring in 2035 (unless earlier terminated) that provides for the Department to pay its 90.00% share of the Linden Project on a "take-or-pay" basis as an operating expense of the Power System. In addition, the Department has purchased the City of Glendale's 10.00% output entitlement share of the Linden Project's output. See "OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations."

Windy Point/Windy Flats Project. The Windy Point/Windy Flats Project began commercial operation in January 2010 and is a 262.2 MW nameplate capacity wind farm comprised of 114 wind turbines located in the Columbia Hills area of Klickitat County, Washington near the city of Goldendale (the "Windy Point Project"). The Windy Point Project is owned and operated by Windy Flats Partners, LLC ("Windy Flats"). Pursuant to a power purchase agreement with Windy Flats, SCPPA has agreed to purchase from Windy Flats all energy from the Windy Point Project for a delivery term that was originally expiring in 2030 (unless earlier terminated). In March 2023, an amendment to the original power purchase agreement was approved which extended the delivery term for an additional four years, to 2034. Energy from the Windy Point Project is delivered to SCPPA through an energy exchange agreement that redelivers production from the Windy Point Project to the Pacific DC Intertie. SCPPA has issued revenue bonds to finance the prepayment of the purchase of 11,107,860 MWhs of energy from the Windy Point Project. The Department has entered into a power sales agreement with SCPPA that provides for the Department to pay its 92.37% share of the Windy Point Project on a "take-or-pay" basis as an operating expense of the Power System. In addition, the Department has purchased the City of Glendale's 7.63% output entitlement share of Windy Point Project's output. See "OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations."

Pine Tree Wind Project. The Pine Tree Wind Project (the "Pine Tree Wind Project") is a wind generating facility north of Mojave, California, consisting of 90 wind turbines owned and operated by the Department. The Pine Tree Wind Project began commercial operation in June 2010 and has a nameplate capacity of 135 MW. As part of normal operating procedures, the Department staff has notified federal and State authorities concerning mortalities of golden eagles. Since June 2009, the Department staff has found eleven golden eagle carcasses in the proximity of the Pine Tree Wind Project. The Department has completed advanced monitoring studies and surveys to research golden eagle behavior within the vicinity of the Pine Tree Wind Project and to determine potential causes of the eagle mortalities and mitigation options relating to the golden eagles. The Department previously conducted tests using radar and automated deterrent technology in detecting and deterring golden eagles and other birds of prey at the Pine Tree Wind Project. Golden eagles are a protected species, and the death or injury to a golden eagle in some circumstances can result in fines and penalties, including criminal sanctions. As of June 2017, the Department entered into a settlement agreement with the USFWS to address the golden eagle mortalities at the Pine Tree Wind Project. The Department completed its golden eagle research and development study as required by the settlement agreement and submitted the final summary report to USFWS in September 2020. On December 29, 2020, the Department received a letter from the USFWS indicating that the Department had fulfilled the terms of the settlement agreement with respect to the research and development study, payment, and meet and confer with USFWS staff. The Department is still coordinating with the USFWS to obtain an incidental take permit for golden eagles as a separate requirement under the settlement agreement. In order to protect condors, a protected species under State and federal law, the Department has implemented a condor detection protocol that includes turbine curtailment when condors are observed in the immediate area. Additionally, the Department has prepared a condor conservation plan and

obtained an incidental take permit for California condors on November 28, 2023. The condor conservation plan outlines the avoidance measures that are currently being implemented and the proposed compensatory mitigation measures in an effort to protect and address the declining condor population.

Red Cloud Wind Project. In November 2020, the Department entered into a power sales agreement with SCPPA to purchase renewable energy purchased by SCPPA from the Red Cloud Wind Project located in New Mexico (the “Red Cloud Wind Project”). Pursuant to a power purchase agreement with Red Cloud Wind, LLC, SCPPA purchases 331 MW of renewable energy to be delivered to the Department at the Navajo 500 kV Switching Station for a 20-year term. The Red Cloud Wind Project was developed by Pattern Energy and commenced commercial operation on December 22, 2021. The Red Cloud Wind Project is expected to deliver an annual average of approximately 1,333,000 MWhs of renewable energy to the Department.

Large Scale Solar Energy. The Department has entered into the following 13 power purchase agreements (“PPAs”) for the purchase of renewable energy from 1,495 MW of solar photovoltaic projects:

- One PPA with an option to purchase is a 25-year contract with K Road Moapa Solar, LLC, which changed its name to Moapa Southern Paiute Solar, LLC, for 250 MW, delivering up to 618,000 MWhs a year to the Department. The solar facility is located on Moapa Band of Paiute Indians tribal land north of Las Vegas, Nevada. The Department acquired the approximately 5.5-mile transmission line associated with the facility, which achieved full commercial operation in December 2016.
- The second PPA with an option to purchase is a 20-year contract through SCPPA for 210 MW of the Copper Mountain Solar 3 Project developed by an affiliate of Sempra U.S. Gas and Power. Copper Mountain Solar 3 Project is near Boulder City, Nevada and is expected to deliver 515,000 MWhs of renewable energy a year to the Department and began full commercial operation in April 2015.
- The third PPA with an option to purchase is a 20-year contract for 60 MW of the RE Cinco Solar Project developed by Recurrent Energy, an affiliate of Canadian Solar Inc. RE Cinco Solar Project is near the Mojave Desert in Kern County and is expected to deliver an annual average of 182,000 MWhs of renewable energy a year to the Department. This facility began full commercial operation in August 2016.
- The fourth PPA with an option to purchase is a 25-year contract through SCPPA for 105 MW of the Springbok I Solar Farm Project developed by Avantus LLC (formerly 8Minutenergy). Springbok I Solar Farm Project is near the Mojave Desert in Kern County and is expected to deliver an average of 284,000 MWhs of renewable energy a year to the Department. This facility began full commercial operation in July 2016.
- The fifth PPA with an option to purchase is a 27-year contract through SCPPA for 155 MW of the Springbok II Solar Farm Project, which is adjacent to the Springbok I Solar Farm Project and was developed by Avantus LLC. Springbok II Solar Farm Project is expected to deliver an average of 420,000 MWhs of renewable energy a year to the Department. This facility began full commercial operation in September 2016.
- The sixth PPA with an option to purchase is a 27-year contract through SCPPA for 90 MW of the Springbok III Solar Farm Project, which is adjacent to the Springbok I and Springbok II Solar Farm Projects and was developed by Avantus LLC. Springbok III Solar Farm Project is expected to deliver an average of 240,000 MWhs of renewable energy a year to the Department. This facility began full commercial operation in July 2019.
- The seventh PPA with an option to purchase, named the Eland Solar & Storage Center, Phase 1, is a 25-year contract through SCPPA for 175 MW of energy and 131.25 MW/525 MWhs of

battery energy storage. The Eland Solar & Storage Center, Phase 1 is located in the Barren Ridge area adjacent to the Eland Solar & Storage Center, Phase 2, and was developed by Arevon Energy, Inc.. Eland Solar & Storage Center, Phase 1 is expected to deliver an average of approximately 702,000 MWhs of renewable energy a year to the Department. This facility began full commercial operation in November 2024.

- The eighth PPA with an option to purchase, named the Eland Solar & Storage Center, Phase 2, is a 25-year contract through SCPPA for 200 MW of energy and 150 MW/600 MWhs of battery energy storage. The Eland Solar & Storage Center, Phase 2 is located in the Barren Ridge area adjacent to the Eland Solar & Storage Center, Phase 1, and is being developed by Arevon Energy, Inc., with commercial operation expected in the second quarter of calendar year 2025. Eland Solar & Storage Center, Phase 2 is expected to deliver an average of approximately 803,000 MWhs of renewable energy a year to the Department.
- The ninth through thirteenth PPAs are related to the Beacon Solar Project Sites 1 thru 5. The Beacon Property, located in the Mojave Desert near the Pine Tree Wind Project, is a 2,500-acre property purchased by the Department from Nextera Energy Resources in 2012. Five PPAs and associated agreements have been executed for the development of five solar sites totaling 250 MW within the Beacon Property. Each of the five solar sites achieved commercial operation at different dates within the years 2016 and 2017 and are expected to generate an average of 581,000 MWhs per year of solar energy in aggregate over a term of 25 years. The PPAs provide the Department with an option to purchase the solar projects after the developers have realized the federal tax benefits.

In connection with the implementation of these PPAs, the Department has upgraded certain transmission assets to accommodate these projects in the Barren Ridge area. See “– Transmission and Distribution Facilities – *Barren Ridge Renewable Transmission Project.*”

Geothermal Development. The Department executed a power sales agreement with SCPPA for 84.62% of the energy output, or 114 GWhs annually, of the Don A. Campbell Phase I Geothermal Energy Project (the “Don Campbell Phase I Project”), which began commercial operation on January 1, 2014. The Don Campbell Phase I Project consists of SCPPA’s purchase of all energy generated by a 16.2 MW nameplate capacity binary geothermal power plant comprised of eight drilled commercial wells located in Mineral County, Nevada for an initial delivery term of 20 years expiring December 31, 2033.

In addition, in April 2015, the Department executed a power sales agreement with SCPPA for 100% of the energy output, or 135 GWhs annually, of the Don A. Campbell Phase II Geothermal Energy Project (the “Don Campbell Phase II Project” and, together with the Don Campbell Phase I Project, the “Don Campbell Projects”), which expires in September 2035 and is located in the same vicinity as the Don Campbell Phase I Project. The Don Campbell Phase II Project is an expansion of the Don Campbell Phase I Project by the same developer, Ormat Nevada, Inc., and began commercial operation in September 2015. The nameplate capacity for the Don Campbell Phase II Project is 16.2 MW.

In addition to the Don Campbell Projects, the Department executed a power sales agreement with SCPPA in September 2013 for a share of the output purchased by SCPPA from the Heber-1 Geothermal Project (the “Heber-1 Project”). The energy delivery commencement date was February 2, 2016 for an initial term of ten years. The Heber-1 Project is an existing geothermal complex which includes the Heber-1 double flash steam unit and the Gould 1 bottoming binary unit, located in Imperial County, California. The net energy generating capacity from the Heber-1 Project is expected to be 52 MW. The Department’s share is 78.0% (40.56 MW) for the remaining term. The equivalent average energy delivered to the Department is expected to be 338 GWhs annually.

In addition, the Department executed a power sales agreement with SCPPA in December 2016 for a share of the output purchased by SCPPA from the Ormesa Geothermal Complex Project (the “Ormesa Project”).

The energy delivery commencement date was January 1, 2018 for a term of 25 years, ending on December 31, 2042. Similar to the Heber-1 Project, the Ormesa Project is an existing geothermal complex which includes two active binary units and one active bottoming unit, located in Imperial County, California. The generation capacity of the project is 35 MW. The Department's share is 85.71% (30 MW) of the energy output. The equivalent average energy delivered to the Department is expected to be 250 GWhs annually.

In May 2017, the City Council approved a power sales agreement with SCPPA for 100% of the output purchased by SCPPA from the Ormat Northern Nevada Geothermal Portfolio Project. At full service, this project provides the Department with approximately 163.54 MW of renewable geothermal energy from six power plants in various locations in Nevada. This amount is expected to represent approximately 5% of the Department's renewable energy portfolio in 2030. Energy delivery from the project stepped up in three phases from December 31, 2017 to December 31, 2022 as follows: 60 MW minimum and 85 MW maximum by December 31, 2018 (which was achieved), cumulative 90 MW minimum and 130 MW maximum by December 31, 2020 (which was achieved), and cumulative 135 MW minimum and 185 MW maximum by December 31, 2022 (which was achieved). The maximum annual energy received by the Power System from the project is expected to be approximately 1,620 GWhs. The power sales agreement with SCPPA expires in December 2043.

Distributed Energy Resource Programs. The Department has implemented the following programs to encourage the development of solar energy in Los Angeles: (i) the Solar Incentive Program in which residential and commercial customers are encouraged to install eligible solar photovoltaic systems with incentive funding provided by the Department, which ended in December 2018; (ii) Department-built solar projects on City-owned properties; (iii) the Solar Rooftops Program, which places Department-owned solar panels on qualifying residential rooftops in exchange for predefined lease payments to the customer; (iv) a Feed-in-Tariff ("FiT") program, launched on February 1, 2013, which has a total installed capacity of 113.1 MW comprised of 4 MW of solar photovoltaic generation in the Owens Valley and 4 MW of renewable landfill gas generation, and 105.1 MW of photovoltaic generation installed within the Department's in-basin service territory and connected to the Department's electric distribution system; (v) the Shared Solar Program ("SSP"), which enables residential customers living in multi-family dwellings to fix the pricing of a portion of their electric bills based upon the costs and benefits of Department solar installations; (vi) the Virtual Net Energy Metering ("VNEM") pilot program, which launched in March 2021 and allows developers or building owners to install solar arrays on multi-family dwelling unit buildings and split the energy sales proceeds with tenants; (vii) the FiT Plus program, which facilitates the installation of energy storage with existing and new FiT photovoltaic projects; and (viii) the Self Generation Incentive Program ("SGIP"), which the Department has been authorized by the CPUC to administer for its service territory, and which initially includes approximately \$36.0 million in funding for deploying solar and energy storage in low-income households. In total, approximately 664.3 MW of customer-owned net energy metered photovoltaic solar projects have been installed in the Department's in-basin service territory as of December 2024.

Certain of these programs are further described below:

Under the California Solar Initiative ("SB-1"), POUs are required to establish programs supporting the stated goal of the legislation to install 3,000 MW of photovoltaic capacity in the State, and to establish eligibility criteria in collaboration with the CEC for the funding of solar energy systems receiving ratepayer funded incentives. The Solar Incentive Program used \$339 million of ratepayer funds mandated by SB-1 to administer the program and subsidize customers for customer-owned solar projects to offset their electricity use. As of December 2018, the Department committed all funds available for this program for 279.7 MW of installations.

The Department currently has 26.49 MW of Department-built solar projects on City-owned properties. The Adelanto Solar Power Project is a 10 MW solar photovoltaic system placed into commercial operation in June 2012, which is expected to deliver 450,000 MWhs of energy over 25 years, located at the existing Adelanto Switching and Converter Station near Adelanto, California. In addition, the Pine Tree Solar Project was placed into commercial operation in March 2013. The Pine Tree Solar Project is an 8.5 MW solar photovoltaic system expected to deliver 350,000 MWhs of energy over 25 years, located at the Department's existing Pine Tree Wind

Project in the Tehachapi Mountains, California. The remaining 7.99 MW includes installations spread across various City owned properties in the Los Angeles Basin as well as a 500kW system in the Owens Valley.

The Department's 450 MW FiT program allows the Department to purchase, through power purchase contracts, electricity generated from program participants' renewable energy generating sources. Such sources are to be located within the Department's service territory and connected to the Power System. The energy purchased through the FiT program is expected to count toward the Department's RPS targets. As discussed above, as part of the PPAs for solar development on the Beacon Property, the Beacon Solar developers installed additional solar in the Department's service territory. The Department has allocated the capacity of the original 150 MW FiT program. The Department obtained approval from the City Council to expand the FiT program by an additional 300 MW of capacity. The first 50 MW offering of this expansion was authorized in January 2020. In addition to increasing the FiT program from 150 MW to 450 MW over a number of years, the FiT program will now accommodate all renewable technologies approved by the CEC and expand each project's maximum capacity, previously set at 3 MW, to 10 MW. The FiT Plus and VNEM pilot programs will use 10 MW and 5 MW of the existing FiT capacity, respectively. The FiT Plus pilot program encourages the installation of battery energy storage with local solar projects, making solar energy dispatchable, while increasing the power grid's reliability and resiliency. The VNEM pilot program facilitates the installation of solar projects on multifamily dwellings and allows renters to readily access the benefit of these systems. In April 2023, the Board approved the use of an additional 75 MW of capacity for the FiT programs and the Department introduced a FiT Carport and Canopy Incentive program. Out of the 450 MW authorized by City Council, the use of a total of 275 MW has been approved across all FiT programs.

Biomass Development. In March 2018, the City Council approved a power purchase agreement with SCPPA for a share of the output of the ARP-Loyalton Biomass Project in Sierra County, California, which began commercial operation in April 2018. SCPPA partnered with other State POU's to purchase a total of 18 MW of capacity for a term of five years towards satisfaction of procurement obligations under SB 859. The Department's share of the ARP-Loyalton Biomass Project was 8.9 MW. Following the bankruptcy of the operator and its parent company, energy deliveries from the ARP-Loyalton Biomass Project ceased in February 2020 and did not resume. The power purchase agreement for the output of the project expired by its terms on April 19, 2023. The Department has also contracted with SCPPA to purchase 5.4 MW of rated capacity for a five-year term from the Roseburg SB 859 biomass project, which began making deliveries of energy in February 2021. These two power purchase arrangements allow the Department to meet its requirement to purchase 14.3 MW of rated capacity from biomass sourced energy facilities in order to comply with SB 859. See "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – California Climate Change Policy Developments – *Biomass Legislation.*"

Energy Storage Development. In connection with the implementation of State law, the Department is developing viable and cost-effective energy storage systems. The goals of the energy storage systems include reducing emissions of GHGs, reducing demand for peak dispatchable generation and improving the reliability of the electric grid. Although energy storage systems themselves are not considered renewable resources, they facilitate the integration of renewable resources into the Power System. To date, the Department has implemented several small energy storage systems throughout the Power System, including:

- The 60 kW Lithium-Ion BESS, located at the Department's La Kretz Innovation Center, was integrated into the existing solar panel system in 2016.
- The 20 MW Beacon utility-scale BESS project, located on the Beacon Property, which commenced operation in October 2018.
- The 100 kW Lithium-Ion BESS and 100 kW Flow BESS, located at the Department's headquarters (John Ferraro Building), which commenced operation in November 2019.

In addition, as discussed above, in 2020, the Department entered into PPAs for solar and energy storage systems at the Eland Solar & Storage Center, Phase 1 and the Eland Solar & Storage Center, Phase 2. Phase 1

was commissioned in November 2024 and Phase 2 is expected to be commissioned in the second quarter 2025. The energy storage at the Eland Solar & Storage Center, Phase 1 is a 131.25 MW/4-hour Tesla Li-ion Battery System. The energy storage at the Eland Solar & Storage Center, Phase 2 is a 150 MW/4-hour Tesla Li-ion Battery System.

See “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – California Climate Change Policy Developments – *Energy Storage Legislation*.”

The Department issued a Standalone Energy Storage RFP, through SCPA, for various technologies, including Long Duration Energy Storage (LDES). Following review of the proposals received, the Department expects to undertake negotiations for a planned energy storage project with the vendor(s) that meets the Department’s requirements.

Green Power Program. The Department offers its Green Power Program to all customers at a premium over standard rates. “Green Power” is produced from renewable resources such as solar and wind energy, rather than fossil-fueled or nuclear generating plants. This voluntary program includes customer-selected levels of Green Power purchases, subject to specified minimum requirements. As of December 2024, there were slightly more than 8,700 Department customers subscribed to the Green Power Program.

Other Renewable Energy Project Developments. The Department, on its own and through SCPA, has received proposals from renewable energy resources such as solar photovoltaic, wind, biomass, small hydro, solar thermal and geothermal power via solicitations. The Department is also considering opportunities related to utilization of land located in the Owens Valley area of the State for solar, wind or geothermal and for improved transmission access to geothermal energy. In addition, as part of then Mayor Eric Garcetti’s announcement in February 2019 that certain natural gas units would be phased out and replaced with renewable energy producing assets, the Department will be exploring options over the next few years to develop such assets for the Power System. See “THE POWER SYSTEM – Department Owned Facilities – *Once-Through-Cooling Units Phase-Out*” for more information. Additional renewable energy resources will be obtained; however, the Department’s participation in or acquisition of any specific renewable energy project will be subject to City Council approval when required, and the costs and schedules for implementation and feasibility of any such alternative energy projects may vary materially from initial projections.

L.A.’s Green New Deal. On February 10, 2020, then Mayor Eric Garcetti released his Executive Directive No. 25 implementing L.A.’s Green New Deal. As part of this directive, the City expects the Department to provide equitable access to clean energy programs, build zero carbon microgrids in City owned infrastructure, deploy smart meters City-wide and institute other similar initiatives. As discussed herein, the Department has been studying how to implement this directive and other renewable power related directives and the effect they will have on the finances and operations of the Power System.

On April 19, 2021, then Mayor Eric Garcetti declared in his 2021 Los Angeles State of the City address his goal for the Department to provide an energy mix that is 80% renewable and 97% GHG-free resources by 2030, a full six years ahead of L.A.’s Green New Deal, and to use the LA100 Study as a guide to fulfill the energy vision being pursued by the federal Administration at that time, with a goal of 100% carbon-free energy by 2035. To achieve these goals, the then Mayor referenced the Department’s transition of Scattergood Generating Station to clean energy alternatives, the construction of the Red Cloud Wind Project in New Mexico, the partnership with the Navajo Nation for solar energy, and the supply of IPP with green hydrogen fuel. For more information on the LA100 Study, see “THE POWER SYSTEM – *LA100 Study*.” For more information on the transition of Scattergood Generating Station, see “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – Environmental Regulation and Permitting Factors – Water Quality – Cooling Water Process – State Water Resources Control Board.” For more information on the Red Cloud Wind Project, see “THE POWER SYSTEM – Renewable Power Initiatives – *Red Cloud Wind Project*.” For more information on the Navajo Project, see “THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units - *Navajo Generating Station – Operations Ceased*.” For more information on the repowering of IPP, see “THE POWER SYSTEM – Jointly-Owned Generating Units and

Contracted Capacity Rights in Generating Units – Intermountain Power Project – Intermountain Generating Station upon the termination of the IPP Contract.”

The Clean Grid LA Plan Update was presented to the Board on May 11, 2021. The Clean Grid LA Plan Update is a 10-year roadmap that aligns with the LA100 Study to assist the Department with its clean energy goals. Elements of the Clean Grid LA Plan include providing 80% renewable and 97% GHG-free resources by 2030, accelerating transmission projects, transforming local generation, accelerating energy storage, and deploying distributed energy resources equitably. The Department plans to construct a combined cycle generating system capable of utilizing green hydrogen at Scattergood Generating Station, which proposed project (the “Scattergood Green Hydrogen-Ready Modernization Project”) is expected to be in-service by 2029. Moreover, the Department continues to assess the potential opportunities for additional green hydrogen-fueled electricity generation across the coastal, in-basin generating stations. In addition to the Scattergood Green Hydrogen-Ready Modernization Project, the Department plans to convert Haynes Unit 8 from once-through cooling to wet cooling by 2027.

To fully understand the opportunities for developing a comprehensive green hydrogen economy in California, the Department is engaged with the Alliance for Renewable Clean Hydrogen Energy Systems (“ARCHES”). ARCHES is a public-private partnership led by the California Governor’s Office of Business and Economic Development (GO-Biz) that is seeking to secure and maximize federal, state, and private funding for a California hydrogen hub. Most significantly, ARCHES sought federal funding through the federal Department of Energy’s Regional Clean Hydrogen Hubs (“H2Hub”) program which provided for funding to establish no more than 10 regional hydrogen hubs across the country. Through the ARCHES framework, the Department is collaborating with partners across the region and advocating for the development of local green hydrogen economy.

On May 19, 2022, the City Council voted to instruct the Department and the Port of Los Angeles (“POLA”) to coordinate a local effort to create and submit a proposal to the Department of Energy proposing the Greater Los Angeles area for consideration as a regional green hydrogen hub. Through ARCHES, the Department and its partners submitted an application that detailed a proposed clean hydrogen ecosystem in California comprised of new and existing projects. On October 13, 2023, the prior federal Administration announced \$7 billion in awards for seven regional clean hydrogen hubs, of which the California-centered hub was selected for an award of up to \$1.2 billion. ARCHES selected the Scattergood Generating Station Units 1 and 2 Green Hydrogen-Ready Modernization Project as a subrecipient of federal funds. The subrecipient agreement between ARCHES and the Department was approved by the Board on December 10, 2024, and formally executed as of January 21, 2025. The Department continues to work with both public and private entities to develop the necessary partnerships and governance structures, conduct market and system value benefit studies, and gather stakeholder feedback. The development and outcomes from this effort will be foundational to the Department’s decarbonization efforts at the Los Angeles Basin Stations. The Department is monitoring legal and regulatory developments at the federal, state, and local levels with respect to the H2Hub program. Since the H2Hub program was established and appropriated through the federal Infrastructure Investment and Jobs Act of 2021, it is expected that any changes to the statutory provisions of the program would require Congressional action. Any future changes to this program may be determined by the new federal Administration. See “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS – Changing Laws, Energy Policies and Requirements.”

Strategic Long-Term Resource Plan. On September 1, 2021, the City Council voted to instruct the Department to “prepare a Strategic Long-Term Resource Plan that achieves 100% carbon-free energy by 2035, in way that is equitable and has minimal adverse impact on ratepayers.” In addition, the City Council instructed the Department to “create a long term hiring and workforce plan . . . ensuring project labor agreements, [payment of] prevailing wage[s] . . . [with] hiring from environmentally and economically disadvantaged communities.” The Department initiated its Strategic Long-Term Resource Plan in September 2021 with a stakeholder process and incorporating the Clean Grid LA Plan and key findings from the LA100 Study for Board consideration.

As previously noted, the Department released a final version of the 2022 Strategic Long-Term Resource Plan in July 2023. The 2022 Strategic Long-Term Resource Plan models three cases for achieving 100% carbon-free energy by 2035, as well as a reference case used for comparison purposes, that represents the minimum investments needed to comply with the requirements of SB 100, which establishes the State policy goal of achieving the supply of all retail sales of electricity in California from renewable and carbon-free resources by 2045 (see “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – California Climate Change Policy Developments”). The 2022 Strategic Long-Term Resource Plan utilizes the same modeling methodology and approach as the LA100 Study, and includes a general assessment of the revenue requirements and rate impacts (preliminary, averages) to support a recommended resource plan through 2035 and 2045. For each of the three cases modeled, the net present value of the estimated total cumulative bulk power portfolio cost across the study horizon of 2022 through 2045 is in excess of \$80 billion. This total cost in net present value represents both fixed capital and variable operating and maintenance cost of the Power System and is primarily used as a metric to compare cases. In June 2024, the OPA issued a review of the 2022 Strategic Long-Term Resource Plan, focused on the potential rate impacts of the plan. In its review, the OPA noted that the estimated average annual impact on rates for 2022 through 2035 of the three cases modeled in the 2022 Strategic Long-Term Resource Plan to achieve carbon-free energy by 2035 ranged from approximately 7.7% to 8.3%, as compared to approximately 4.8% for the SB 100 comparison case (roughly 90% clean energy by 2045). The 2022 Strategic Long-Term Resource Plan represents only a conceptual plan and encompasses numerous challenges related to availability of technology, implementation feasibility, system reliability and affordability. The 2022 Strategic Long-Term Resource Plan did not include potential cost savings from other potential sources of funding such as the federal Inflation Reduction Act of 2022, the federal Infrastructure Investment and Jobs Act of 2021, and state and federal grants. The extent of the continued availability, if any, of any federal funding sources will be determined by the new federal Administration. See “FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS – Changing Laws, Energy Policies and Requirements.”

The next iteration of the Department’s Strategic Long-Term Resource Plan is being developed and has been renamed the LA100 Plan. The LA100 Plan will focus on only one case along with a number of sensitivities to evaluate risk, and will be an update to the 2022 Strategic Long-Term Resource Plan. The LA100 Plan will include analysis of rate drivers and additional clean energy opportunities to refine and optimize costs over the long-term. The LA100 Plan is anticipated to be completed by mid-2025.

Energy Efficiency

General. The Charter authorizes the Department to engage in and finance activities related to the efficient use of energy and a number of State laws expressly require utilities such as the Department to collect and spend funds for these activities. The Department has a commitment to energy efficiency and continues to pursue cost-effective means of reducing or avoiding the need to generate electricity (particularly during peak periods). These activities defer the need to acquire costly new generating facilities, improve the value of electric service to customers and increase the Department’s overall load factor, thereby reducing or avoiding negative environmental impacts from power generation. Moreover, State laws enacted in 2005 and 2006 require POU, such as the Department, in procuring energy, to first implement all available energy efficiency and demand reduction resources that are cost effective, reliable and feasible, and to provide annual reports to customers and to the CEC describing their investment in energy efficiency and demand reduction programs. AB 2021, which became a law in 2007, required IOUs and POUs to identify energy efficiency potential and establish annual efficiency targets to enable the State to meet the goal of reducing total forecasted electricity consumption by 10% by 2020. The Department adopted a goal in August 2014 of achieving up to 15% energy savings by the end of 2020, which was achieved. The Department is now focused on a goal of achieving additional energy savings of 3,434 GWhs from 2023 to 2035, surpassing the 1,802 GWhs of projected savings reflected in the LA100 Study.

Program and Portfolio Highlights. The Department’s balanced portfolio of programs provides opportunities for all customers to benefit from cost effective energy efficiency. This approach targets large energy users and hard-to-reach customers who would not otherwise be able to invest in energy efficiency

services, broadly addresses energy end uses in the built environment, focuses on reducing consumption during times of peak demand, and provides quality job opportunities for the local workforce. These programs include financial incentives for the installation of a variety of efficiency measures, free energy saving products, technical assistance incentives for business and industry, codes and standards, and education and awareness. The following list provides examples of programs that demonstrate the portfolio's ability to reach all customer types.

Comprehensive Affordable Multifamily Retrofits. The Comprehensive Affordable Multifamily Retrofits (the "CAMR") program provides low-income tenants and affordable housing property owners access to energy efficiency retrofits, building electrification measures, and on-site solar installation. The participating housing providers receive free energy assessments and assistance in scoping retrofit projects based on opportunities for energy savings, cost reductions, and GHG emissions reduction. Participating properties must meet affordability requirements of at least 66% of households at or below 80% of the area median income, consist of five or more units, and install energy improvements that equate to at least 10% in energy savings.

Efficient Product Marketplace. The Efficient Product Marketplace (the "EPM") program provides customers an opportunity to research, locate, and purchase energy efficient products from a single website. It offers a point of sale credit option to customers during their online purchases, eliminating the need for completing a rebate application. The EPM also provides customers with the ability to customize a solar system for their home and compare and choose offers from a list of local third-party vendors.

Food Service Program. For in-store purchases, the Food Service Program offers an instant rebate as a line item discount directly on their sales invoice for eligible equipment. The Food Service Program is intended to influence commercial food service vendors to stock and sell energy-efficient equipment. Beginning in 2024, the Food Service Program started offering electrification incentives for all electric commercial cooking equipment and appliances.

Custom Performance Program/Business Offerings for Sustainable Solutions. As initially established, the Custom Performance Program (the "CPP") provided cash incentives for energy savings achieved through the implementation and installation of various energy efficiency measures and equipment that meet or exceed Title 24 or industry standards. Measures may include but are not limited to equipment controls, industrial process, retro-commissioning, chiller efficiency, and/or other innovative energy savings strategies.

Beginning July 1, 2024, the CPP was rebranded as the Business Offerings for Sustainable Solutions ("BOSS") Program. The BOSS Program continues to fast-track smaller, less energy-intensive projects through its "Custom Express" service, which offers energy savings projections to expedite application processing and faster payments to customers. Additionally, the Custom Calculated service provides in-depth analyses to custom calculate the energy savings of individual efficiency projects. Since 2007, the CPP/BOSS Program has achieved over 614 GWhs of energy savings and introduced electrification incentives for space and water heating end uses.

Commercial Lighting Incentive Program. The Commercial Lighting Incentive Program ("CLIP") offers customers incentives to install newly purchased and installed energy-efficient lighting and controls. CLIP currently provides incentives to customers whose monthly electrical use is greater than 200 kilo-watts (kW). CLIP's calculated savings approach allows customers to tailor their lighting efficiency upgrades to better meet their lighting needs, attain greater energy savings, and receive higher incentives. Commercial lighting programs have achieved over 826 GWhs of energy savings since 2000.

Commercial Direct Install Program. The Commercial Direct Install ("CDI") Program is a free direct-install program that targets small, medium, and large business customers in the Department service territory. The CDI program is available to qualifying businesses whose average monthly electrical demand is 250 kW or less; CDI has achieved over 528 GWhs of energy savings since its inception in 2008.

Home Energy Improvement Program. The Home Energy Improvement Program ("HEIP") is a comprehensive direct install whole-house retrofit program that offers residential customers a full suite of free products and services to improve the home's energy and water efficiency by upgrading/retrofitting the home's

envelope and core systems. While not limited to low-income customers, HEIP's priority is to serve the neediest customers.

Refrigerator Exchange Program. The Refrigerator Exchange Program ("REP") is a free refrigerator replacement initiative targeting customers who qualify under the Department's Low-Income or Senior Citizen/Disability Lifeline Rates, as well as multi-residential and non-profit customers. The program has expanded to include multi-family and mobile home communities, civic, community, faith-based organizations, and educational institutions. Currently, the REP is suspended while the program seeks a new third-party contractor to administer the program and provide energy-efficient refrigerators for this customer segment to replace older, inefficient, but operational models. Since 2007, REP has achieved over 106 GWhs of energy savings.

LED Streetlight Program. The LED streetlight program provided a \$48 million loan to the City of Los Angeles to enable it to ultimately install over 180,000 highly energy efficient LED streetlights and reduce its consumption of electricity as a result. This program is now completed, and the loan has been repaid by the City. As a result, this model is being expanded with a new \$24 million loan to retrofit decorative street lighting with LED streetlights throughout the City.

Program Analysis and Development Program. The Program Analysis and Development Program is a non-resource program that covers support activities related to the energy efficiency portfolio that are not included in the individual programs. These activities include but are not limited to, developing new programs, conducting special studies and pilot programs, participation in technical professional groups, and the investment in external studies. The Department has contributed to several research studies as it relates to building electrification, including NBI's Building Electrification Technology Roadmap and E3's Residential Building Electrification in California. Since the results of the studies, the Department has been crafting incentives for customers to electrify building end uses leveraging existing program delivery mechanisms to promote electric space and water heating, cooking and drying that have traditionally used natural gas as a fuel. While building electrification presents an opportunity to produce additional revenue, the Department's activities have focused on promoting measures that effectively result in net utility bill reduction (inclusive of gas and electricity). This is directed towards maintaining a high level of customer benefit and satisfaction.

As the Department ramps up its technology assessment efforts in the Emerging Technologies program, it has partnered with the NREL to develop a technology prioritization tool. The tool prioritizes the most impactful technologies that would improve energy efficiency for customers. These technology assessment efforts in the Emerging Technologies program incorporate many of the tools and methods used in the LA100 Study. See "THE POWER SYSTEM – LA100 Study" above.

The set of tools and methods used in the LA100 Study allows the Department to assess potential impacts as it relates to an emerging technology using the development of the building demand modeling that includes baseline consumption and characteristics data for residential and commercial building stock. This effort will analyze multiple use cases to empower the Department to provide more accurate potential studies and develop a pipeline of new technology assessments to determine the appropriate intervention required for maximum benefits. The goal is to quantify achievable contributions towards goals set by State and local energy policies for the lowest cost.

From 2000 through December 2024, the Department has spent approximately \$1.8 billion on its energy efficiency programs, and these programs are estimated to have reduced long-term peak period demand and consumption by approximately 983 MW and resulted in approximately 5,894 GWhs of energy savings. Through the energy-efficiency rebate and incentive programs, residential and commercial customers saved approximately 277 GWh incrementally for Fiscal Year 2023-24, falling short of energy savings targets by 109 GWh. The Department spent approximately \$125 million on energy efficiency programs for Fiscal Year 2023-24 of its approximately projected \$183 million budgeted amount for such Fiscal Year. The Department will continue to evaluate the delivery and implementation of energy efficiency measures that support system reliability and resiliency while enabling customers to better manage their use of electricity. The Department anticipates

increasing its expenditures for energy efficiency and building electrification programs in future years, based on portfolio planning utilizing the results of the Department's energy efficiency and building electrification potential studies.

Fuel Supply for Department-Owned Generating Units and Apex Power Project

Natural gas is used to fuel 100% of the Los Angeles Basin Stations. The Department's fossil fuel requirements for the Los Angeles Basin Stations to meet the electric load requirements of its customers in the City (referred to as "native load") were 41 billion equivalent cubic feet of natural gas during Fiscal Year 2023-24. In addition, the Department's fossil fuel requirements for the Apex Power Project were 17 billion equivalent cubic feet of natural gas during Fiscal Year 2023-24. In the early 2000s, the Department determined that acquiring natural gas reserves was advantageous, reasonable and prudent to ensure stable, long-term natural gas supplies to help meet future power generation demands. In June 2005, the Department, the Turlock Irrigation District and SCPPA (acting on behalf of its member California cities of Anaheim, Burbank, Colton, Glendale and Pasadena) acquired rights in natural gas-producing properties from the Anschutz Pinedale Corporation. Under the acquisition agreement, the Department obtained an approximately 74.5% ownership interest in a \$300 million acquisition of leases of gas-producing property in Sublette County, Wyoming. This acquisition provided approximately 2.75% of the Department's average daily natural gas requirements for Fiscal Year 2023-24. No increase to this natural gas-producing program is expected at this time, however further capital investment in such program will be re-evaluated if market conditions change and the price of natural gas rises.

The Department obtains its remaining natural gas requirements through a competitively bid spot purchase program or through forward physical gas purchases for a specified period of time. The price of natural gas delivered into Southern California has fluctuated over the past few years and the Department expects prices to continue to fluctuate. To mitigate the effects of natural gas price volatility, the Department includes as part of the Electric Rates certain pass-through cost adjustments that provide recovery of natural gas and other fuel costs. See "ELECTRIC RATES – Rate Setting." In addition, the City Council enacted an ordinance to authorize the Department to enter into financial hedge contracts with respect to natural gas purchases to stabilize fuel costs for native load. See "Note (8) Derivative Instruments" of the Department's Power System Financial Statements. Under this ordinance, the Department's General Manager also may enter into biogas supply agreements for a period not to exceed ten years, so long as certain conditions are met. The use of natural gas swaps, derivatives and other price hedging arrangements are subject to risk management policies and review procedures established by the Board. The Department has developed a natural gas procurement strategy that includes a program of entering into financial hedges with various counterparties that have permitted terms of up to ten years and are intended to mitigate customer exposure to gas price volatility. The policy permits up to 75% of the Department's natural gas requirements to be hedged through various measures (including such financial hedges), although the amount hedged in a given year may vary.

As of December 31, 2024, the Department had entered into financial natural gas hedges in various notional amounts per Fiscal Year for each Fiscal Year through Fiscal Year 2029-30 with an aggregate notional amount of approximately 78.3 million MMBtu. These financial hedges cover up to approximately 43% of the Department's natural gas requirements based on the latest budget for the Fiscal Years through 2029-30. Tables describing the notional amount for specified Fiscal Years and the durations of the hedges, as well as a discussion of the credit, basis and termination risks associated with the Department's financial natural gas hedges as of June 30, 2024 and 2023, can be found in Note (8).

The Department has previously used a physical delivery natural gas hedge program that was designed to hedge up to 50% of its forecasted usage. However, due to the limitation of gas injections at the SoCalGas Aliso Canyon storage facility, there is some uncertainty about intrastate gas transmission capacity available for electric generators. Consequently, the Department reduced the amount of forward physical gas purchased and limited the term of forward purchases based on the Department's quarterly term plan forecasting periods.

The Department has firm interstate natural gas transportation capacity on the Kern River Pipeline System. The total amount of capacity is sufficient to transport 92% of the average amount of natural gas needed

for the Los Angeles Basin Stations under current Department forecasts. Additional interstate pipeline capacity, if needed, is acquired through federally-approved capacity brokering programs or through gas purchases bundled with interstate transportation delivered into the SoCalGas intrastate system.

Intrastate transportation and balancing services are provided to the Department by SoCalGas sufficient to meet 100% of the Los Angeles Basin Stations' requirements under SoCalGas's Basic Transportation Service program ("BTS"). This enables the Department to deliver Kern River Pipeline System gas to the BTS receipt points in the State.

As of December 31, 2024, approximately 45% and 34% of the Department's projected natural gas needs have been hedged for Fiscal Year 2025-26 and Fiscal Year 2026-27, respectively, through financial natural gas hedges and gas reserves. This ratio declines such that by Fiscal Year 2029-30, approximately 13% of projected natural gas needs are hedged. The Department typically hedges a higher percentage of its natural gas needs as the operating year approaches. The goal of the current natural gas hedging program is to hedge up to five years forward from the current Fiscal Year, with the next Fiscal Year hedged up to 50% and the fifth Fiscal Year hedged up to 10%. The Department periodically reviews the goals of its natural gas hedging program.

The SoCalGas Aliso Canyon underground natural gas storage facility in the Porter Ranch area of Los Angeles leaked between October 23, 2015 and February 18, 2016 and was ordered to cease its injections by State agencies until testing of all operating wells was completed. The volume in this storage field, SoCalGas's largest, was reduced for safety reasons to a maximum of only 41 billion cubic feet ("BCF"), from its design maximum of 86 BCF. In August 2023, the CPUC approved an increase in the allowable storage at the facility to 68.6 BCF. With the CPUC's August 31, 2023 vote to increase the Aliso Canyon interim storage limit, the agency also ended SoCalGas's need to comply with the Aliso Canyon Withdrawal Protocol as part of the implementation of that decision. In reaching its August 2023 decision, the CPUC determined that restrictions on Aliso Canyon contributed to the prior year's natural gas price spikes and that removal of the Commission's storage level limitation would provide a significant tool to mitigate future gas price spikes. There have been no localized natural gas curtailments impacting the Department and there have been no impacts to the Department from SoCalGas operations thus far. In December 2024, the CPUC approved a proposed decision to create a process to reassess the need for the Aliso Canyon gas storage facility as demand for natural gas declines. The decision establishes a specific natural gas peak demand target, which is the level at which it determined Southern California peak demand can be served without Aliso Canyon. Beginning in June 2025, the CPUC will issue biennial assessments with a recommendation of the appropriate Aliso Canyon inventory based on natural gas demand reduction levels and reliability and economic analyses. When the forecasted peak day demand for two years out decreases to the target level, and an assessment shows that Aliso Canyon could be closed without jeopardizing reliability or just and reasonable rates, the CPUC will open a proceeding to review the assessment's conclusions and address any relevant issues related to permanent closure and decommissioning of the gas storage facility.

Water Supply for Department-Owned Generating Units

Water required for the operation of generating stations owned by the Department is secured from a number of sources. The Harbor Generating Station, Haynes Generating Station and Scattergood Generating Station use Pacific Ocean water for power plant cooling purposes. However, the Department is undertaking a long-term program of replacing the coastal generating units to eliminate the use of ocean water at these three locations in part to meet requirements of the SWRCB and the City's plans to eliminate the future use of once-through-cooling for these plants and replace them with clean energy alternatives. See "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – Environmental Regulation and Permitting Factors – *Water Quality – Cooling Water Process – State Water Resources Control Board*" and "*Regional Requirements – Thermal Discharges at Harbor Generating Station and Haynes Generating Station.*" The Valley Generating Station, which is located inland, utilizes recycled water for cooling.

Spot Purchases

The Department purchases energy from the Bonneville Power Administration (“BPA”) and other Pacific Northwest utilities under short-term “spot” arrangements to be delivered over the Pacific DC Intertie. For further information on the Pacific DC Intertie, see “– Transmission and Distribution Facilities – *Pacific DC Intertie and Sylmar Converter Station.*” These purchases are used by the Department in conjunction with other resources for Power System operation. In addition, purchases of energy are made from other entities located in the Southwest. Spot purchases have generally been made at prices that permit economical operation of the Power System and that are comparable to the Department’s costs for producing power from its own resources.

The availability of economical energy on the spot market has fluctuated greatly in recent years. Historically, the Department has not been dependent on such purchases to meet its customers’ requirements. Although the Department currently continues to find economical spot purchase opportunities (including some for renewable energy), it cannot predict the future availability of power from either the Pacific Northwest or the Southwest for purchases at prices below the Department’s costs for producing power from its own resources. The Department has increased its volume activity with the Cal ISO, including the purchase and sale of energy, as well as providing ancillary services, when excess capacity exists on its system.

Cogeneration and Distributed Generation

Currently thermal cogeneration installed in the Department’s service area consists primarily of cogeneration projects of industrial and commercial customers. This totals approximately 387 MW nameplate capacity. Some cogeneration projects sell excess energy to the Department under interconnection agreements.

Distributed generation (the generation of electricity at or near the point of use) within the Department’s service area currently consists primarily of cogeneration projects at customer facilities. Distributed generation also includes smaller generating units such as solar photovoltaic cells, fuel cells, micro-turbines and other smaller combustion engines. The Department manages a new technology demonstration program to assess the viability of some of these technologies. The Department also supports the development of new technologies through customer incentive programs. See “– Renewable Power Initiatives” and “– Energy Efficiency.” These technology advancements may change the nature of energy generation and delivery and may materially affect the operating and financial position of the Department. For example, behind-the-meter resources such as cogeneration, demand response, and energy efficiency may have the effect of reducing customer demand, potentially diminishing revenue for the Department. On the other hand, if such resources are able to be successfully deployed during peak demand hours, this could reduce the Department’s need to procure additional utility-scale resources to meet that peak demand.

Excess Capacity

The Department uses its extensive transmission network to sell excess generating capacity into the California, Northwest and Southwest energy markets. Net income from those sales is used to reduce costs to the Department’s retail customers (primarily by applying revenues to the costs of capital improvements or toward an electric rate stabilization account in the Incremental Electric Rate Ordinance). With equipment outages, retirement of equipment, anticipated load growth and changes in GHG regulations which impact emission allowances, the Department anticipates that revenue from excess energy sales will be less certain than in the past. Wholesale revenues, as shown in “SELECTED FINANCIAL INFORMATION” under “OPERATING AND FINANCIAL INFORMATION – Financial Information,” have accounted for less than 2% of overall Power System revenues in recent years.

Transmission and Distribution Facilities

Electricity from the Department’s power generation sources is delivered to customers over a complex transmission and distribution system. To deliver energy from generating plants to customers, the Department owns and/or operates over approximately 15,000 miles of alternating current (“AC”) and direct current (“DC”)

transmission and distribution circuits operating at voltage classes ranging from 120 volts to 500 kV, of which over approximately 11,000 miles are above ground. In addition to using its transmission system to deliver electricity from its power generation resources, under the OATT the Department transmits energy for others through such system when surplus transmission capacity is available and such transmission is permitted by the Master Resolution. As the operating agent of the Pacific DC Intertie, the Southern Transmission System, the Mead-Adelanto Transmission Project and certain Navajo-McCullough transmission facilities (all such facilities being described below), the Department, at the direction of and for the benefit of the respective co-owners/participants, transmits energy for the co-owners of, or participants in, these facilities.

Pursuant to AB 1890, signed into law on January 1, 1997, as part of the deregulation of the State electric industry, municipal utilities such as the Department were encouraged, but not required, to transfer operational control of their electric transmission facilities to the Cal ISO. The Department owns and operates in excess of 25% of the transmission facilities in the State. While the Department has not transferred operational control of its transmission facilities to the Cal ISO, the Department interacts with the Cal ISO on a regular basis. The Department serves as the scheduling coordinator for the delivery of that portion of the Department's energy that requires use of any part of the Cal ISO grid. The Department also coordinates with the Cal ISO with respect to some lines that are jointly owned by the Department and others. The Department is responsible for the costs associated with its use of the Cal ISO grid. The Department is registered as a participant in wholesale transactions in the Cal ISO market.

On April 1, 2021, the Department began participating in Cal ISO's Western EIM. The Western EIM is a real-time energy market that provides sub-hourly dispatch of participating resources for balancing supply and demand every five minutes, using the least-cost energy. As a Western EIM participant, the Department voluntarily provides excess energy capacity for dispatching to other participating utilities, while maintaining control of its generation assets and ratemaking authority. The Western EIM also provides an opportunity for the Department to purchase low-cost excess energy. The Department is participating voluntarily in order to access resources across a larger geographic area that includes eleven western states and the Canadian Province of British Columbia. Through its participation, the Department has experienced benefits from purchasing low cost energy during periods of high generation from renewables, a reduction in GHG emissions, as well as financial benefits from selling energy to the market during periods of low supply and higher prices. This helps lower the cost of delivery of power to its customers, and foster integration of renewable energy. In December 2024, the Board approved an implementation agreement for the Department's future participation in the Cal ISO's Extended Day-Ahead Market ("EDAM"). EDAM is a voluntary, wholesale energy market designed to optimize the availability of energy on existing transmission line infrastructure in the Western United States. Cal ISO's EDAM is expected to launch in 2026. Through participation in EDAM, the Department and other utilities will be provided with a preview of anticipated surplus energy days in advance, which is expected to help mitigate renewable energy curtailments and GHG emissions. It is anticipated that the Department will officially enter the EDAM market in mid-2027.

Legislation considered from time to time by the U.S. Congress and the State could potentially increase the level of jurisdictional control over the generation, transmission and distribution assets that comprise the Department's Power System and could encourage voluntary participation by the Department in a regional transmission organization. The City opposes any participation in a regional transmission organization that would be mandatory. The Department monitors any potential restrictions regarding control of transmission rates, authority to finance the Power System using bonds and use of the Power System to deliver electric power to the City.

Certain transmission facilities available to the Department are discussed below.

Southern Transmission System. The Southern Transmission System (the "STS") is an approximately 490-mile, ± 500 kV DC transmission line from the Intermountain Generating Station, near Delta, Utah, to Adelanto, California, together with an AC/DC converter station at each end of the line. The STS is owned by IPA and is one of three major components of the IPP. See "– Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – *Intermountain Power Project.*" After the completion of an upgrade to its

capacity in December 2010, a maximum of 2,400 MW can be transmitted over the STS. The Department's entitlement in the capacity of the STS is currently approximately 1,428 MW and is expected to increase to 2,172 MW in 2027 as a result of the Department increasing its share of the STS to 90.5% in accordance with the IPP Renewal Power Sales Contract. IPA is undertaking an approximately \$2.7 billion renewal project to refurbish or replace the existing Adelanto Converter Station and Intermountain Converter Station with new HVDC stations on available land adjacent to the existing converter stations at Adelanto and IPP, which replacement components are currently scheduled for commercial operation on various dates through April 2028. The new converter stations will tie into the existing AC switchyards and connect to the existing DC transmission line. The schedule and cost estimate for the STS renewal project reflect design changes authorized by the IPA board of directors in November 2023 to facilitate an increase in the capacity of the STS from 2,400 to 3,000 MW to be undertaken in the future. The Department entered into a transmission service contract with SCPPA in 1983 to define the terms for transmission service on a "take-or-pay" basis for the Department's 59.5% entitlement right to capacity in the STS that it assigned to SCPPA in order for SCPPA to incur indebtedness sufficient to generate funds to finance the original construction of the STS. This service provides for the transmission of energy from the Intermountain Converter Station to the Adelanto Converter Station until 2027. The Department has entered into a renewal transmission service contract with SCPPA for the same purpose as the original transmission service contract on a "take-or-pay" basis to allow SCPPA to be able to continue handling financings of the STS (including financing for costs of the ongoing upgrades to the Switchyard and converter station replacements) for the remainder of the term of the Department's participation in the IPP until 2077. SCPPA has issued bonds to finance a portion of the costs of the STS renewal project. See "OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations."

Northern Transmission System. The Northern Transmission System (the "NTS") includes two approximately 50-mile, 345 kV AC transmission lines from IPP to the Mona Substation in Northern Utah, and one approximately 144-mile, 230 kV AC transmission line from IPP to the Gonder Substation in Nevada. The capacity from IPP to Mona is 1,400 MW; the capacity from Mona to IPP is 1,200 MW; the capacity from IPP to Gonder is 200 MW; and the capacity from Gonder to IPP is 117 MW. The NTS was constructed for the delivery of power from IPP to certain municipalities in Utah and certain cooperative purchasers. Capacity on the NTS is available to the Department through the IPP Excess Power Sales Agreement. The Department can have up to a maximum NTS share allocation of 43.141% of the total capacity depending on the generation deemed excess by the 29 Utah municipalities and cooperatives that have access to such power. Under the IPP Agreement for Sale of Renewal Excess Power, which will take effect in June 2027, the Department will be provided with firm transmission rights to approximately 50% of the total capacity on each of the sections of the NTS. The Department can have up to a maximum NTS share allocation of 100% of the total NTS capacity depending on the generation deemed excess by the Utah municipalities and cooperatives that have access to such power post-2027. See "– Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – Intermountain Power Project."

Pacific DC Intertie and Sylmar Converter Station. The Pacific DC Intertie is an approximately 846-mile, ±500 kV DC transmission system that connects Southern California to the hydroelectric and wind generation resources of the Pacific Northwest. A maximum of 3,210 MW can be transmitted over the entire Pacific DC Intertie System. The Department owns a 40% interest in the southern portion of the Pacific DC Intertie from the Nevada-Oregon border to its southern terminus at the Sylmar Converter Station in Sylmar, California and is the operating agent of the southern portion of the Pacific DC Intertie. The northern portion of the Pacific DC Intertie is owned and operated by BPA and extends from the Nevada-Oregon border to BPA's Celilo Station in The Dalles, Oregon.

Devers-Palo Verde Transmission Line. The Devers-Palo Verde Transmission Line is an approximately 250-mile, 500 kV AC line owned by Edison that connects the PVNGS with the Devers Substation outside Desert Hot Springs, California. As part of an exchange agreement, the Department purchases up to 368 MW of bi-directional firm transmission service on the Devers-Palo Verde Transmission Line from Edison (the "Devers-Palo Verde Agreement") at the rate being charged by the Cal ISO for that same service. The Devers-Palo Verde transmission path now consists of the Devers-Colorado River and Colorado River-Palo Verde transmission lines. The Department has the right to terminate the service upon 12 months written notice.

Mead-Phoenix Transmission Project. The Mead-Phoenix Transmission project is an approximately 259-mile, 500 kV AC transmission line which originates at the Westwing substation in Phoenix, Arizona, connects with the Mead substation near Boulder City, Nevada and terminates at the Marketplace substation nearby. The Mead-Phoenix Transmission Project is currently owned by SCPPA, APS, Salt River Project, Western and Startrans IO, L.L.C. In 2016, SCPPA, on behalf of the Department, acquired an additional interest in the Mead-Phoenix Transmission Project for the benefit of the Department through the purchase of the M-S-R Public Power Agency (“M-S-R”) ownership share (11.5385% of the Westwing-Mead component and 8.09930% of the Mead-Marketplace component) of the Mead-Phoenix Transmission Project. After such acquisition, the Department’s share is 57.732% of SCPPA’s member-related interests in the Westwing-Mead component of the Mead-Phoenix Transmission Project (SCPPA’s member-related interests comprise 29.8462% of the entire Westwing-Mead component of the Mead-Phoenix Transmission Project) and 39.6459% of SCPPA’s member-related interests in the Mead-Marketplace component of the Mead-Phoenix Transmission Project (SCPPA’s member-related interests comprise 30.5075% of the entire Mead-Marketplace component of the Mead-Phoenix Transmission Project). A maximum of 1,923 MW can be transmitted over the Westwing-Mead component of the Mead-Phoenix Transmission Project, of which the Department has an entitlement share of 332 MW. A maximum of 2,600 MW can be transmitted over the Mead-Marketplace component of the Mead-Phoenix Transmission Project, of which the Department has an entitlement share of 315 MW. The Department’s average share of the Mead-Phoenix Transmission Project components is 50.39% of SCPPA’s member-related interests in the Mead-Phoenix Transmission Project. The Department has entered into transmission service contracts with SCPPA that obligate the Department until 2030 to pay for its share of SCPPA’s member-related interests in the Mead-Phoenix Transmission Project on a “take-or-pay” basis as an operating expense of the Power System. Payments made by the Department associated with SCPPA’s member-related interests in the Mead-Phoenix Transmission Project include a share of the fixed operating costs and debt service on bonds issued by SCPPA for SCPPA’s member-related interests in the Mead-Phoenix Transmission Project. See “OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations.”

Mead-Adelanto Transmission Project. The Mead-Adelanto Transmission Project is an approximately 202-mile, 500 kV AC transmission line between the Adelanto substation, near Victorville, California and the Marketplace substation, near Boulder City, Nevada. The Mead-Adelanto Transmission Project was constructed by its owners, currently, SCPPA, Western and Startrans IO, L.L.C., in connection with the Mead-Phoenix Transmission Project. In 2016, SCPPA, on behalf of the Department, acquired an additional interest in the Mead-Adelanto Transmission Project for the benefit of the Department through the purchase of M-S-R’s 17.5% ownership share of the Mead-Adelanto Transmission Project. After such acquisition, the Department’s share is 48.878% of SCPPA’s member-related interests of the Mead-Adelanto Transmission Project (SCPPA’s member-related interests comprise 85.4167% of the entire Mead-Adelanto Transmission Project). A maximum of 1,291 MW can be transmitted over the Mead-Adelanto Transmission Project, of which the Department has an entitlement share of 539 MW. The Department has entered into transmission service contracts with SCPPA that obligate the Department until 2030 to pay for its share of SCPPA’s member-related interests in the Mead-Adelanto Transmission Project on a “take-or-pay” basis as an operating expense of the Power System. Payments made by the Department associated with SCPPA’s member-related interests in the Mead-Adelanto Transmission Project include a share of the fixed operating costs and debt service on bonds issued by SCPPA for SCPPA’s member-related interests in the Mead-Adelanto Transmission Project. See “OPERATING AND FINANCIAL INFORMATION – Take-or-Pay Obligations.”

Navajo-McCullough Transmission Line. The Navajo-McCullough Transmission Line is a 274-mile, 500 kV AC transmission line that originates at the Navajo Project near Page, Arizona, connects through the Crystal Substation near Las Vegas, Nevada and terminates at the McCullough substation, near Boulder City, Nevada. The Department owns 48.9% of the Navajo-McCullough Transmission Line, which was constructed as a part of the now-retired Navajo Generating Station. The Crystal Substation was constructed by NV Energy. NV Energy owns 100% of the Crystal Substation on behalf and for the benefit of the Navajo Project, including the Department.

Eldorado Transmission System. The Eldorado Transmission System’s major components are the 59-mile, 500 kV AC Mohave-Eldorado transmission line, the 500 kV Mohave Switchyard, the Eldorado substation,

which is comprised of a 220 kV switchyard and a 500 kV switchyard, and two parallel 15-mile 220 kV AC Eldorado-Mead transmission lines. Pursuant to a Co-Tenancy and Operating Agreement, the Department is a 30% co-owner of the Mohave Switchyard, a 29.3% co-owner of the 500 kV switchyard, an 11.3% owner of the 220 kV switchyard, and a 15.1% co-owner of the transformers between the 500 kV and 220 kV switchyards, each of which is a part of the Eldorado Substation. The Department's ownership represents 716 MW of capacity on the Mohave-Eldorado transmission line and 215 MW of capacity on the two parallel 15-mile 220 kV AC Eldorado-Mead transmission lines.

Barren Ridge Renewable Transmission Project. The Barren Ridge Renewable Transmission Project involved the expansion of the Barren Ridge Switching Station in order to increase the 3,119 MVA transmission capacity of renewable energy flowing into the Los Angeles Basin from generating facilities in Owens Valley, Kern County and the Tehachapi Mountains by 2,000 MVA.

Projected Capital Improvements

The Department is currently finalizing its Power System capital improvement program for Fiscal Year 2025-26 through Fiscal Year 2029-30. The Department expects to present the final Power System capital improvement plan for Fiscal Year 2025-26 through Fiscal Year 2029-30 to the Board in May 2025 for the Board's approval. The following discussion about the capital improvement program is preliminary and subject to change. The final Power System capital improvement program for Fiscal Year 2025-26 through Fiscal Year 2029-30 that will be presented to the Board in May 2025 could possibly change to some extent from the program described below and elsewhere in this Appendix A.

The detailed plans for and costs of projects to be undertaken in connection with the re-building of areas affected by the Palisades Fire are being developed. The Power System capital improvement program for Fiscal Year 2025-26 through Fiscal Year 2029-30 reflects certain preliminary estimates of anticipated expenditures associated with the re-building over the five-year period. However, these estimates are preliminary and are expected to change as the plans are further developed and the recovery efforts continue.

The Department has developed a series of Power System resource plans with each plan updating and refining the previous plan. The plans are developed in conjunction with the Department's strategic planning to meet its goals of continuing to provide reliable service to customers, maintaining a competitive price for the Power System's services and providing environmental leadership. Such resource plans act as guidance for the Department in implementing more specific short-term and long-term financial plans.

Based on the Department's December 2024 Retail Electric Sales and Demand Forecast, the Department anticipates that gross customer electricity consumption will increase from Fiscal Year 2022-23 to Fiscal Year 2032-33 at a forecasted rate of approximately 1.53% per year without consideration of the Department's measures to promote energy efficiency and distributed generation. That load growth rate reflects, in the later part of the ten-year planning period, increases due in part to fuel switching in the transportation sector including the increase of plug-in hybrid and battery electric vehicles. In accordance with the Power System's recent resources plans, significant energy efficiency measures have been planned and are being implemented as a cost effective resource, along with support for customer solar projects. The Department achieved its energy efficiency goal of 15% energy efficiency savings by 2020 and is now focused on an additional 3,434 GWhs of energy savings by 2035. Enhancement and expansion of electric transmission resources will enable access to renewable energy resources. Certain in-basin energy projects will assist in integrating intermittent renewable resources into the Power System. Capital investments in the transmission and distribution system, including new business service and electric feeder lines, are required to support future growth. New control and monitoring systems are needed to continue to provide reliable and secure system operations. See "– Power System Reliability Program" below.

Power System Reliability Program. A significant power outage in 2006 caused the Department to conduct an evaluation of its electrical infrastructure and led to the development of a comprehensive distribution-focused power reliability program initially referred to as the "Power Reliability Program" with the following major components: (a) mitigation of problem circuits and stations based on the types of outages specific to the

facility, including among other things, timely, permanent repairs of distribution circuits after a failure and fixing poorly performing circuits, (b) proactive maintenance and capital improvements that take into account system load growth and the inspections and routine maintenance that must take place to identify problems before they occur, (c) replacement cycles at the facilities that are in alignment with the equipment's life cycle such as replacing aging underground cables, overhead poles and circuits and substation equipment and (d) replacement of overloaded transformers. In 2013, another evaluation was completed and the program was expanded and renamed the "Power System Reliability Program." The Power System Reliability Program assesses all Power System assets affecting reliability in an integrated and comprehensive manner and proposes corrective actions as well as capital expenditures designed to minimize future outages and maintain reliability in the short and long term. The Power System Reliability Program includes the establishment of metrics and indices to help prioritize infrastructure replacement and expenditures for all major functions of the Power System, including distribution, transmission, generation, and substations. The Power System Reliability Program has been and is anticipated to be updated on an annual basis to adjust to varying Power System conditions and resource allocations.

Projected Capital Expenditures. As indicated in the table below, for Fiscal Year 2025-26 through Fiscal Year 2029-30, the Department expects to invest approximately \$18.5 billion in capital improvements to the Power System. *The information presented in the table below has been developed in conjunction with the preparation of the Department's preliminary budget for Fiscal Year 2025-26 and, as described above, is subject to change.*

**EXPECTED CAPITAL IMPROVEMENTS TO THE POWER SYSTEM
FIVE-YEAR PERIOD BEGINNING JULY 1, 2025***
(in Millions)

	<u>5-Year Totals</u>
Infrastructure: Various Generation Station Improvements	\$ 3,593
Energy Efficiency	1,060
Power System Reliability Program	7,861
Renewable Portfolio Standard (RPS): Wind Projects, Renewable Energy Project Development, Renewable Transmission Projects, RPS Storage	3,431
Power System Resource Plan	10
Shared Services: Facilities, Customer Services, Fleet	2,556
Total Power System Capital Improvements	<u>\$18,512</u>

Source: Department of Water and Power of the City of Los Angeles.

** Preliminary, subject to change.*

Note: Total may not equal sum of parts due to rounding.

The table below indicates, for Fiscal Year 2025-26 through Fiscal Year 2029-30, the expected funding sources for the capital improvements to the Power System expected for such Fiscal Years. *The information presented in the table below has been developed in conjunction with the preparation of the Department's preliminary budget for Fiscal Year 2025-26 and, as described above, is subject to change.*

**EXPECTED FUNDING SOURCES FOR CAPITAL IMPROVEMENTS
TO THE POWER SYSTEM***
(in Millions)

Fiscal Year Ending (June 30)	Internally Generated Funds	External/Debt Financing	Total Capital Expenditures⁽¹⁾
2026	\$812	\$1,820	\$2,632
2027	1,312	2,297	3,609
2028	1,582	2,649	4,231
2029	1,606	2,718	4,324
2030	<u>1,259</u>	<u>2,455</u>	<u>3,715</u>
	\$6,572	\$11,940	\$18,512

Source: Department of Water and Power of the City of Los Angeles.

** Preliminary, subject to change.*

⁽¹⁾ Net of reimbursements to the Department.

Note: Totals may not equal sum of parts due to rounding.

The particular programs and commitments for capital improvements to the Power System are subject to review by Department stakeholders and others. The estimated costs of, and the projected schedule for, the expected capital improvements to the Power System and the Department's other capital projects are subject to a number of uncertainties. The ability of the Department to complete such capital improvements may be adversely affected by various factors including: (i) estimating errors, (ii) design and engineering errors, (iii) changes to the scope of the projects, (iv) delays in contract awards, (v) higher than anticipated construction bids or costs, including as a result of tariffs, (vi) material and/or labor shortages, (vii) unforeseen site and subsurface conditions, (viii) adverse weather conditions or natural disasters, (ix) contractor defaults, (x) labor disputes, (xi) unanticipated levels of inflation, (xii) environmental issues, (xiii) the ability to access the capital markets at particular times and (xiv) delays in approvals of rate increases. No assurance can be given that the proposed projects will not cost more than the current budget for these projects. Any schedule delays or cost increases could result in the need to issue additional obligations and may result in increased costs to the Department. All payments of project costs associated with projected capital improvements are subject to Board approval.

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OPERATING AND FINANCIAL INFORMATION

The Department's service area consists of the City, where over 1.5 million customers are served, and certain areas of Inyo and Mono Counties in the State, where approximately 5,211 customers are served. As of December 31, 2024, 33% of the Power System's total energy sales (measured in MWhs) were to residential customers, 59% to commercial and industrial customers and the remaining 8% to all other purchasers. Revenues from residential customers, commercial/industrial customers, and other customers were approximately 36%, 60%, and 4% of total revenue, respectively.

Summary of Operations

The table below provides certain operating information with respect to the Power System.

POWER SYSTEM SELECTED OPERATING INFORMATION (Unaudited)

Operating Statistics	Six Month Period Ended December 31		Fiscal Year Ended June 30				
	2024 ⁽¹⁾	2023	2024	2023	2022	2021	2020
Net Energy Load ⁽²⁾	12,691	12,313	22,994	23,859	23,997	23,797	24,096
Net Hourly Peak Demand (MW)	6,251	5,453	5,453	6,216	4,911	6,106	5,637
Annual Load Factor (%)	54.93	61.09	48.00	43.81	55.79	44.49	48.66
Electric Energy Generation, Purchases and Interchanges ⁽²⁾							
Generation ⁽³⁾⁽⁴⁾	8,291	8,859	16,384	17,172	17,194	17,281	17,947
Purchases ⁽⁴⁾	5,721	4,718	8,876	9,148	9,440	8,988	7,295
Miscellaneous Energy Receipts ⁽²⁾	0	408	96	—	—	705	470
Total Energy ⁽²⁾	14,012	13,986	25,356	26,320	26,634	26,974	25,712
Less:							
Miscellaneous Energy Deliveries ⁽²⁾⁽⁵⁾	10	0	--	426	511	—	—
Losses and System Uses ⁽²⁾	1,060	1,975	2,833	2,386	2,595	4,479	3,879
On-System Sales ⁽²⁾	12,942	12,011	22,523	23,508	23,528	22,495	21,833
Sales of Energy ⁽²⁾							
Residential	4,176	3,845	7,077	7,736	7,383	7,707	7,218
Commercial and Industrial	7,471	7,302	13,954	13,959	14,092	13,220	14,030
All Other	968	301	1,026	1,722	1,891	2,087	1,050
Total	12,615	11,448	22,057	23,417	23,366	23,014	22,298
Number of Customers – (Average, in thousands):							
Residential	1,458	1,448	1,453	1,440	1,430	1,414	1,405
Commercial and Industrial	128	128	128	128	128	126	126
All Other	7	7	7	7	7	7	7
Total	1,593	1,583	1,588	1,575	1,565	1,547	1,538

Source: Department of Water and Power of the City of Los Angeles.

⁽¹⁾ Data for the six-month period ended December 31, 2024 is preliminary and subject to change. Results for the first six months of Fiscal Year 2024-25 may not be indicative of results for full Fiscal Year 2024-25.

⁽²⁾ Thousands of MWhs.

⁽³⁾ Does not include energy generated at Hoover Power Plant for plant use and for the use of the Bureau of Reclamation and the cities of Boulder City, Nevada; Burbank, California; Glendale, California and Pasadena, California.

⁽⁴⁾ Purchases from SCPPA are classified as Generation for quarterly results and Purchases for Fiscal Year end results.

⁽⁵⁾ Deliveries include transmission loss energy paybacks and control area inadvertent interchange.

Financial Information

The tables below provide certain financial information with respect to the Power System.

POWER SYSTEM SELECTED FINANCIAL INFORMATION (Dollars in Thousands) (Unaudited)

	Six Month Period Ended December 31		Fiscal Year Ended June 30 ⁽¹⁾				
	2024 ⁽²⁾	2023	2024	2023	2022	2021	2020
Operating Revenues							
Residential	\$ 929,160	\$ 798,930	\$1,679,399	\$1,717,646	\$1,637,120	\$1,614,033	\$1,360,648
Commercial and Industrial	1,524,026	1,402,753	3,036,936	2,857,601	2,784,691	2,492,138	2,372,533
Sales for resale ⁽³⁾	80,680	106,632	118,193	326,347	230,160	186,706	61,455
Other ⁽⁴⁾	15,684	4,260	(9,160)	56,945	(58,211)	(24,399)	12,655
Total Operating Revenues	<u>\$2,549,550</u>	<u>\$2,312,575</u>	<u>\$4,825,368</u>	<u>\$4,958,539</u>	<u>\$4,593,760</u>	<u>\$4,268,478</u>	<u>\$3,807,291</u>
Average Revenue per kWh Sold ⁽⁵⁾							
Residential	0.223	0.208	0.237	0.222	0.222	0.209	0.189
Commercial and Industrial	0.204	0.192	0.218	0.205	0.198	0.189	0.169
Average Annual Residential Usage ⁽⁶⁾	3	3	5	5	5	5	5
Operating income	\$ 437,080	\$ 317,206	\$ 771,963	\$ 742,176	\$ 800,988	\$ 744,139	\$ 363,981
As % of revenues	17.1%	13.7%	16.0%	15.0%	17.4%	17.4%	9.6%
Adjusted Change in Net Position, excluding Power Transfer and including accounting change ⁽⁷⁾	\$ 425,137	\$ 319,966	\$ 829,356	\$ 833,815	\$ 532,290	\$ 633,942	\$ 320,065
Adjusted Change in Net Position, including Power Transfer and accounting change ⁽⁷⁾	\$ 205,825	\$ 75,271	\$ 584,661	\$ 601,772	\$ 307,275	\$ 415,587	\$ 90,152

Source: Department of Water and Power of the City of Los Angeles.

⁽¹⁾ Derived from the Power System Financial Statements (except for usage statistics).

⁽²⁾ Data for the six-month period ended December 31, 2024 is preliminary and subject to change. Results for the first six months of Fiscal Year 2024-25 may not be indicative of results for full Fiscal Year 2024-25.

⁽³⁾ Includes sales of power and transmission services to other utilities.

⁽⁴⁾ Net of Uncollectible Accounts.

⁽⁵⁾ The calculated Average Revenue per kWh Sold is based on dividing reported Operating Revenues by customer class by volumes for that customer class, including deferred revenues. The actual customer rates may differ from these calculated figures due to a variety of factors, including (1) demand and energy charges for commercial rates, (2) changes in usage between rate tiers within a customer class and between years, and (3) other factors including customer classification issues.

⁽⁶⁾ MWh use per residential customer.

⁽⁷⁾ "Adjusted" indicates measurements of financial and/or operating performance that are not specifically disclosed in the Power System Financial Statements. Adjustments reflect the impact of the implementation of new accounting standards, particularly GASB No. 75, which resulted in the recording of certain OPEB liabilities and a corresponding reduction in net position.

POWER SYSTEM
SUMMARY OF REVENUES, EXPENSES AND DEBT SERVICE COVERAGE
(Dollars in Thousands)
(Unaudited)

	Six Month Period Ended December 31		Fiscal Year Ended June 30 ⁽¹⁾				
	2024 ⁽²⁾	2023	2024	2023	2022	2021	2020
Operating Revenues							
Sales of Electric Energy:							
Residential	\$ 929,160	\$ 798,930	\$1,679,399	\$1,717,646	\$1,637,120	\$1,614,033	\$1,360,648
Commercial and industrial	1,524,026	1,402,753	3,036,936	2,857,601	2,784,691	2,492,138	2,372,533
Sales for resale	80,680	106,632	118,193	326,347	230,160	186,706	61,455
Other ⁽³⁾	15,684	4,260	(9,160)	56,945	(58,211)	(24,399)	12,655
Total Operating Revenues	<u>\$2,549,550</u>	<u>\$2,312,575</u>	<u>\$4,825,368</u>	<u>\$4,958,539</u>	<u>\$4,593,760</u>	<u>\$4,268,478</u>	<u>\$3,807,291</u>
Operating Expenses							
Production:							
Fuel for Generation	\$ 163,100	\$ 197,839	\$ 333,636	\$ 435,524	\$ 327,813	\$ 228,697	\$ 207,043
Purchased Power	623,906	584,545	1,220,759	1,448,692	1,309,505	1,301,394	1,242,068
Energy Cost	787,006	782,384	1,554,395	1,884,216	1,637,318	1,530,091	1,449,111
Maintenance and Other							
Operating Expenses	917,562	822,356	1,693,747	1,570,429	1,430,993	1,323,158	1,364,303
Adjusted Operating Expenses ⁽⁴⁾⁽⁶⁾	<u>\$1,704,568</u>	<u>\$1,604,740</u>	<u>\$3,248,142</u>	<u>\$3,454,645</u>	<u>\$3,068,311</u>	<u>\$2,853,249</u>	<u>\$2,813,414</u>
Adjusted Operating Income ⁽⁴⁾⁽⁶⁾	\$ 844,982	\$ 707,835	\$1,577,226	\$1,503,894	\$1,525,449	\$1,415,229	\$ 993,877
Other non-operating income and expenses, net	171,536	172,527	395,293	413,808	1,482	145,303	268,502
Contributions in aid of construction	20,770	30,706	70,492	76,942	100,865	103,459	57,692
Adjusted Change in Net Position⁽⁵⁾⁽⁶⁾	<u>\$1,037,288</u>	<u>\$ 911,068</u>	<u>\$2,043,011</u>	<u>\$1,994,644</u>	<u>\$1,627,796</u>	<u>\$1,663,991</u>	<u>\$1,320,071</u>
Debt Service							
Adjusted Interest ⁽⁶⁾⁽⁷⁾	272,161	262,826	536,274	517,818	479,482	459,413	454,074
Principal	223,610	214,040	214,040	190,315	187,683	179,405	171,925
Total debt service	<u>\$ 495,771</u>	<u>\$ 476,866</u>	<u>\$ 750,314</u>	<u>\$ 708,133</u>	<u>\$ 667,165</u>	<u>\$ 638,818</u>	<u>\$ 625,999</u>
Debt Service Coverage Ratio	N/A	N/A	2.72	2.82	2.44	2.60	2.11
Depreciation, amortization and accretion	\$ 407,902	\$ 390,629	\$ 805,263	\$ 761,718	\$ 724,461	\$ 671,090	\$ 629,896
Transfers to the Reserve Fund of the City	\$ 219,312	\$ 244,695	\$ 244,695	\$ 232,043	\$ 225,015	\$ 218,355	\$ 229,913

Source: Department of Water and Power of the City of Los Angeles.

(1) Derived from the Power System Financial Statements.

(2) Data for the six-month period ended December 31, 2024 is preliminary and subject to change. Results for the first six months of Fiscal Year 2024-25 may not be indicative of results for full Fiscal Year 2024-25.

(3) Net of Uncollectible Accounts.

(4) Represents total operating expenses and operating income, excluding depreciation, amortization, accretion and loss on asset impairment and abandoned projects.

(5) Represents change in net position before depreciation, amortization, accretion, interest, extraordinary loss and the Power Transfer.

(6) "Adjusted" indicates measurements of financial and/or operating performance that are not specifically disclosed in the Power System Financial Statements.

(7) Interest expense excluding amortization of debt premium.

Indebtedness

As of March 1, 2025, approximately \$11.52 billion in principal amount of debt of the Department payable from the Power Revenue Fund was outstanding. Of such amount, approximately \$10.18 billion in principal amount is fixed-rate bonds and approximately \$1.34 billion in principal amount is variable-rate bonds (a portion of which may be refunded by the Series A Bonds). In connection with the Department's expected five-year capital improvements to the Power System, the Department anticipates that it will fund approximately \$11.9 billion of the costs of the capital improvements with proceeds of additional debt payable from the Power Revenue Fund to be issued and/or incurred through June 30, 2030. See "THE POWER SYSTEM – Projected Capital Improvements" and "Note (9) Long-Term Debt" of the Department's Power System Financial Statements.

Certain of the Department's outstanding debt are "federally subsidized direct-pay" bonds, for which, instead of the interest being tax-exempt, the Department receives a subsidy payment from the Treasury Department equal to 35% of the interest paid or up to 70% of the tax credit rate determined by the Treasury Department, depending on the type of federally subsidized direct-pay bonds. Pursuant to certain federal budget legislation adopted in August 2011, starting as of March 1, 2013, the government's subsidy payments were reduced as part of a government-wide "sequestration" of many program expenditures. The amount of the reduction of the subsidy payment has ranged from a high of 8.7% in 2013 to a low of 5.7% for federal fiscal years 2021 through 2031. The amount of this reduction for the Power System has been less than \$1.5 million annually and such reductions of approximately \$1.2 million annually for the currently outstanding federally subsidized direct-pay bonds are presently scheduled to continue through September 30, 2031.

Congress can terminate, extend, or otherwise modify reductions in subsidy payments due to sequestration at any time. In addition, under the Statutory Pay-As-You-Go Act of 2010, an increase in the federal deficit caused by a new tax or entitlement spending law could trigger further sequestration reductions to non-exempt mandatory spending programs, absent a waiver either as part of the triggering law or in subsequent legislation. If the sequestration reduction rate were to increase to 100%, the reduction in subsidy payments for the Power System would currently be approximately \$19.5 million annually.

On May 25, 2023, the Department entered into a revolving credit agreement (the "Wells RCA") with Wells Fargo Bank, National Association ("Wells Fargo") in a principal amount not-to-exceed \$300 million outstanding at any one time; provided that the Department can request that Wells Fargo increase the available commitment under the Wells RCA by an additional \$200 million, with approval of such increase being at the sole discretion of Wells Fargo. As of March 1, 2025, the Department had no borrowings outstanding under the Wells RCA payable from either the Power Revenue Fund or the Water Revenue Fund. Under the Wells RCA, which expires on May 22, 2026, amounts due may be paid by the Department at any time at its option and in the event of default under the Wells RCA, amounts outstanding would be due immediately. The Department expects to pay principal amounts due under the Wells RCA payable from the Power Revenue Fund from proceeds of subsequent borrowings or from reserves available to the Power System. Amounts borrowed under the Wells RCA payable from the Power Revenue Fund are considered Parity Obligations under the Master Resolution. The Department does not believe that its obligations with respect to the Wells RCA will result in a default under the Department's other Parity Obligations.

For more information about the Department's variable rate bonds, including their associated liquidity facilities (as applicable) as of June 30, 2024 and 2023, see "Note (9)(d) Variable Rate Bonds" of the Department's Power System Financial Statements.

In addition, as of March 1, 2025, the Department was obligated on a "take-or-pay" basis under power purchase or transmission capacity contracts for debt service payments (its share representing approximately \$3.01 billion principal amount of bonds) and for operating and maintenance costs of the related projects. The Department has entered into, and may in the future enter into additional, "take-or-pay" contracts in connection with renewable energy projects and other projects undertaken by the joint powers agencies in which it participates. The Department's obligations to make payments under such "take-or-pay" contracts are

unconditional payment obligations. See “– Take-or-Pay Obligations” for the “take-or-pay” contracts the Department has entered as of March 1, 2025. All such commercial paper and “take-or-pay” contract obligations rank on a parity with the Department’s Bonds as to payment from the Power Revenue Fund.

Take-or-Pay Obligations

The Department entered into the IPP Contract and the IPP Excess Power Sales Agreement to purchase a share of the output of the IPP. See “THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – *Intermountain Power Project*.” The Department is also a member of SCPPA and participates in a number of SCPPA projects, including a number of renewable energy projects. See “THE POWER SYSTEM – Renewable Power Initiatives.” The Department’s obligations to make payments with respect to the IPP and the SCPPA projects in which it participates are unconditional “take-or-pay” payment obligations, obligating the Department to make such payments as operating expenses of the Power System whether or not the applicable project is operating or operable, or the output thereof is suspended, interfered with, reduced, curtailed or terminated in whole or in part. The IPP Contract, the IPP Excess Power Sales Agreement and the agreements with respect to the SCPPA projects (other than with respect to projects in which the Department is the sole participant) contain certain step-up provisions obligating the Department to pay a share of the cost of any deficit in funds for operating expenses, debt service, other costs related to the project and reserves as a result of a defaulting participant. The Department’s participation and share of bond debt service obligation (without giving effect to any provisions requiring the Department to contribute to any deficiencies upon default by another participant) as of March 1, 2025, for each of the foregoing projects are shown in the following table:

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**POWER SYSTEM
TAKE-OR-PAY OBLIGATIONS FOR BONDS
As of March 1, 2025
(Dollars in Millions)
(Unaudited)**

	Principal Amount of Outstanding Debt	Department Participation	Department Share of Principal Amount of Outstanding Debt⁽⁶⁾
Intermountain Power Agency			
IPP	\$ 113 ⁽¹⁾	48.62% ⁽²⁾	\$ 55 ⁽¹⁾
IPP (Renewal Project)	1,695	71.44	1,211
Southern California Public Power Authority			
Mead-Adelanto Transmission Project	14	100.00 ⁽³⁾	14
Mead-Phoenix Transmission Project	11	100.00 ⁽³⁾	11
Linden Wind Energy Project	75	100.00 ⁽⁴⁾	75
Milford Wind Corridor Phase I Project	65	92.50 ⁽⁵⁾	60
Milford Wind Corridor Phase II Project	59	100.00 ⁽⁴⁾	59
Southern Transmission System (STS)	101	59.50 ⁽⁵⁾	60
STS (Renewal Project)	1,238	90.50 ⁽⁵⁾	1,120
Windy Point Project	149	100.00 ⁽⁴⁾	149
Apex Power Project	193	100.00 ⁽⁵⁾	193
Total	<u>\$3,713</u>		<u>\$3,007</u>

Source: Department of Water and Power of the City of Los Angeles.

⁽¹⁾ Represents a portion of the IPP and SCPPA debt issued to finance costs of the IPP repowering project and STS renewal project, the Department's share of the bond debt service obligation for which is payable in accordance with the terms of, and the Department's participant share under, the IPP Contract prior to the effective date of the Renewal Power Sales Contract in June 2027. See "THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – *Intermountain Power Project*."

⁽²⁾ Includes the Department's obligations under the IPP Contract (48.617%) but does not include the Department's obligations under the IPP Excess Power Sales Agreement as described under the caption "THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – *Intermountain Power Project*."

⁽³⁾ The bonds remaining outstanding relate to the additional interest acquired by SCPPA solely for the benefit of the Department.

⁽⁴⁾ Equals the Department's share of SCPPA's and the City of Glendale's entitlements. See "THE POWER SYSTEM – Renewable Power Initiatives."

⁽⁵⁾ Equals the Department's share of SCPPA's entitlement.

⁽⁶⁾ In addition to outstanding principal, the Department is obligated to pay its share of interest on outstanding debt and annual operating and maintenance costs. See Note (5) in Appendix A – "FINANCIAL STATEMENTS" for additional information.

Note: Totals may not equal sum of parts due to rounding.

FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY

The following regulatory programs and other factors affect the Department and the electric utility industry and should be considered when evaluating the Department. The Department cannot predict at this time whether any additional legislation or rules will be enacted which will affect the Power System's operations, and if such laws or rules are enacted, what the costs to the Department might be in the future because of such action. This discussion does not purport to be exhaustive and these matters are subject to change after the date hereof. See "THE DEPARTMENT," "ELECTRIC RATES," "THE POWER SYSTEM – Projected Capital Improvements," "OPERATING AND FINANCIAL INFORMATION" and Appendix A – "FINANCIAL STATEMENTS" for additional information relating to the Department.

California Climate Change Policy Developments

State regulatory agencies such as CARB and the CEC are pursuing a number of regulatory programs designed to reduce GHG emissions and encourage or mandate renewable energy generation. The following is a summary of certain programs. See also “–Environmental Regulation and Permitting Factors” below.

GHG Regulations. In September 2006, the Global Warming Solutions Act was signed into law. This law established the State’s target to reduce Statewide GHG emissions back to 1990 levels by 2020, which represented a reduction of approximately 25% Statewide. In September 2016, SB 32, an amendment to the Global Warming Solutions Act, was signed into law, and established a new target to reduce Statewide GHG emissions 40% below 1990 levels by 2030. In September 2022, AB 1279, the California Climate Crisis Act, was signed into law. AB 1279 establishes a State policy to achieve net zero GHG emissions as soon as possible, but no later than 2045, to achieve and maintain net negative GHG emissions thereafter, and to ensure that by 2045, Statewide anthropogenic GHG emissions are reduced to at least 85% below the 1990 levels.

CARB implemented the Global Warming Solutions Act through regulations (the “Cap-and-Trade Regulations”) that imposed a declining economy-wide limit or cap on GHG emissions from major sources within the State, including the electricity generation industry, and allocates the aggregate emissions limit through the distribution of allowances, or emission credits.

The Cap-and-Trade Regulations require all regulated entities, including the Department, to report annual GHG emissions and to obtain and surrender GHG emission allowances and/or offsets for each metric ton of GHG emissions. Cap-and-trade compliance covers GHG emissions from in-state fossil-fueled power plants, as well as imported electricity from out-of-state resources such as the IPP. In addition, the Department may indirectly bear compliance costs for purchased electricity.

The Department, like other electric utilities, receives an administrative allocation of allowances to cover its expected GHG emissions. Entities that emit GHGs at levels above those for which they receive administrative allocations, if any, must purchase the additional allowances they require at the quarterly CARB auctions or from other entities in the secondary market. The Department believes that, if its administrative allowance allocation is not sufficient to cover GHG emissions from all of the Department’s generation and purchases of electricity to serve retail customer load, the Department could obtain additional allowances by participating in the CARB auctions or the secondary market. When the Department sells electricity in the wholesale market, it is required to purchase allowances to cover GHG emissions for those wholesale electricity sales. The cost of those allowances is included in the electricity price paid by the wholesale buyer.

In July 2017, CARB adopted amendments to the Cap-and-Trade Regulations, which included a 40% reduction in the Statewide GHG emissions cap between 2021 and 2030. CARB granted administrative allowance allocations to electrical distribution utilities such as the Department for the 2021 to 2030 compliance period. Based on the 2021-2030 allowance allocation established in the 2017 amendments to the Cap-and-Trade Regulation, the Department believes that the cost of compliance with the current Cap-and-Trade Regulations for retail customer load will be substantially covered by the administrative allocation of allowances and/or existing rate adjustments and anticipated rate increases through 2030. Therefore, the Power System is expected to be able to continue to comply with these amendments with minimal impact to its finances or operations in connection with the implementation of the Power System’s resource plan. However, as described below, CARB has initiated the process for further updates to the Cap-and-Trade Regulations. The scope of the potential amendments to be considered include, among other things, the removal of allowances from the annual allowance budget commencing in 2026 (further reducing the Statewide GHG emissions cap), revising the allowance allocation to electrical distribution utilities based on recent forecasts, and adding a requirement for POU to consign all their allocated allowances to auction similar to investor-owned utilities. The Department could be adversely affected in the future if its GHG emissions exceed its allowance allocation or if it has to consign (sell) all of its allocated allowances to the auction and is required to purchase compliance instruments on the market to cover its emissions to meet its retail load obligations.

In July 2017, AB 398 was signed into law to extend the State’s Cap-and-Trade Regulations from 2021 to 2030. The bill cleared both houses with a 2/3 supermajority vote, which protects the legislation from certain legal challenges. Under AB 398, CARB was directed to address the following: establish a price ceiling, offer non-tradeable allowances at two price containment points below the price ceiling, transfer current vintages unsold for more than 24 months to the allowance price containment reserve, evaluate and address allowance overallocation concerns, set industry assistance factors for allowance allocation, and establish allowance banking rules. AB 398 was passed in conjunction with two companion bills: AB 617, which strengthens the monitoring of criteria air pollutants and toxic air contaminants in local communities, and Assembly Constitutional Amendment No. 1 (“ACA-1”), which created a special Greenhouse Gas Reduction Reserve Fund in the State Treasury, into which all new money collected from the auction of cap-and-trade allowances is to be deposited beginning January 1, 2024 until the effective date of legislation that appropriates money from the fund. The money is then to be appropriated to the existing Greenhouse Gas Reduction Fund, from which money is allocated to 75 California Climate Investment programs administered by 23 State agencies to reduce GHG emissions and provide environmental, economic, and public health benefits. A minimum of 35% of California Climate Investments are required to benefit priority populations including disadvantaged communities and low-income communities and households.

In December 2018, CARB approved amendments to the Cap-and-Trade Regulations to make the cap-and-trade program consistent with AB 398 requirements. The amendments to the Cap-and-Trade Regulations went into effect on April 1, 2019. The Department does not expect that its continued compliance with these amendments will have a material adverse effect on the operations or financial condition of the Power System.

In February 2023, CARB issued a market notice regarding potential changes to the Cap-and-Trade Regulations. Topics to be considered include banked allowances, evaluation of the program caps within the context of the 2022 Scoping Plan goals, conducting electricity sector and industrial sector leakage studies, updates to offset protocols, addressing the new Extended Day Ahead Market (EDAM) for electricity, protecting low income households from disproportionate impacts of energy prices, and carbon dioxide sequestration and removal projects developed under the SB 905 Carbon Capture, Removal, Utilization, and Storage Program. Informal rulemaking activity, including a series of public workshops to discuss potential amendments to the Cap-and-Trade Regulations, commenced in June 2023. The potential amendments of interest to the Department include: revisions (reductions) to the 2026 through 2030 electrical distribution utility allowance allocation based on the most recent forecasts and RPS target; a proposed new requirement for POUs to consign all their allocated allowances to auction similar to investor-owned utilities; the phasing out of the RPS adjustment credit for firmed/shaped electricity imports; how reducing the cap-and-trade program allowance budget (the cap) would increase allowance prices; adding the new EDAM to the outstanding emissions leakage calculation; and providing benefits to low-income customers and disadvantaged communities. In April 2024, CARB posted the Standardized Regulatory Impact Assessment (“SRIA”) for the Cap-and-Trade Regulations. The SRIA is an initial economic evaluation of potential changes to the cap-and-trade program and is one of the steps CARB must take prior to updating the Cap-and-Trade Regulations. In July 2024, CARB held a workshop to discuss potential revisions to the cap-and-trade program emission allowance budget to achieve the more ambitious emission reduction targets of 48% by 2030 and 85% by 2045, including the removal of 180 to 265 million allowances in aggregate from budget years 2026 through 2030. In October 2024, CARB posted another market notice to inform market participants about the timing and topics for the upcoming amendments to the Cap-and-Trade Regulations. CARB has indicated that the formal rulemaking proposal is expected to be made available for public comment sometime in early 2025, and the amendments are anticipated to take effect starting in 2026.

GHG Emissions Performance Standard and Financial Commitment Limits. Pursuant to SB 1368 (Chapter 598, Statutes of 2006), the CEC adopted a GHG emissions performance standard (“EPS”) for electric generating facilities of 1,100 pounds of CO₂ per MWh for “covered procurements” by POUs, such as the Department. SB 1368 also prohibits POUs from making any “long-term financial commitment” in connection with “baseload generation” that does not satisfy the EPS. Generally, a “long-term financial commitment” is any new or renewed power purchase agreement with a term of five years or more, the purchase of an interest in a new power plant or any investment, other than routine maintenance, in an existing power plant that is designed and intended to extend the life of the plant by more than five years or results in an increase of 50 MW or more

in its rated capacity. “Baseload generation” means a power plant that is intended to operate at an annualized capacity factor of 60% or more.

California Renewable Portfolio Standard. The State’s legislature and executive branch have been active in promoting increasingly stringent renewable energy procurement requirements since 2002. Early efforts established a standard of 20% of renewable electricity generation by 2017. Since then, both legislative and executive branch initiatives have raised that standard in multiple phases.

In April 2011, SBX 1-2, the California Renewable Energy Resources Act, was signed into law. SBX 1-2 established procurement targets for three compliance periods (“Compliance Periods 1 through 3”) to be implemented by the procurement plan: 20% of the utility’s retail sales were to be procured from eligible renewable energy resources by December 31, 2013; 25% by December 31, 2016; and 33% by December 31, 2020. The Department met the targets established by SBX 1-2 for each of Compliance Periods 1 through 3.

In October 2015, SB 350 was signed into law, which requires retail sellers and POU, such as the Department, to make reasonable progress each year to ensure it achieves 40% of retail sales from eligible renewable energy resources by December 31, 2024, 45% of retail sales from eligible renewable energy resources by December 31, 2027, and 50% of retail sales from eligible renewable energy resources by December 31, 2030.

In September 2018, SB 100 was signed into law, further increasing statewide RPS targets for such periods by requiring retail electric sellers and POU, such as the Department, to procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kWhs of those products sold to retail end-use customers achieve 44% of retail sales by December 31, 2024 (which target the Department expects to have satisfied), 52% of retail sales by December 31, 2027, and 60% of retail sales by December 31, 2030. In addition, SB 100 establishes that it is the policy of the State that eligible renewable energy resources and “zero-carbon resources” supply 100% of retail sales of electricity to State end-use customers by December 31, 2045. Defining resources that constitute a “zero-carbon resources” will be subject to further regulatory proceedings of the CEC and CARB. The CEC has adopted updates to the RPS Enforcement Procedures for Publicly Owned Utilities which incorporate requirements set forth in SB 350 and SB 100, among other enacted bills. This includes implementing a major provision from SB 350 pertaining to long-term procurement of renewable resources, which requires, beginning January 1, 2021, that at least 65% of RPS procurement must be from contracts of 10 years or more in duration or in ownership or ownership agreements. The updated regulations became effective on July 12, 2021.

In September 2022, SB 1020 was signed into law. SB 1020, which revised the policy of the State established by SB 100 to provide that eligible renewable energy resources and “zero-carbon resources” supply 90% of all retail sales of electricity to State end-use customers by December 31, 2035, 95% by December 31, 2040, 100% by December 31, 2045, and 100% of electricity procured to serve all State agencies by December 31, 2035.

See “THE POWER SYSTEM – Renewable Power Initiatives” and “– Projected Capital Improvements” for a description of the Department’s existing and potential renewable energy projects.

Biomass Legislation. In September 2016, SB 859 was signed into law. Among other things, SB 859 required certain electric utilities to enter into five-year contracts for at least 125 MW of biomass capacity with facilities that generate energy from feedstock harvested from (a) a byproduct of sustainable forestry management and (b) high fire-hazard zones. Due to the specific requirements of the law, the available facilities satisfying the requirements of the law are limited. The Department, SCPPA and the other POU procured biomass capacity under contracts from two projects to satisfy the SB 859 requirements: (i) the ARP-Loyalton contract that ended in April 2023, from which the Department’s contracted amount was 8.9 MW, and (ii) a five-year contract for 5.4 MW of capacity with Roseburg Forrest Products Co., in Weed, California, which began deliveries in February 2021. See “THE POWER SYSTEM – Renewable Power Initiatives – *Biomass Development*.”

Energy Storage Legislation. In October 2017, SB 801 was signed into law, which required the Department, by June 1, 2018, to determine the cost-effectiveness and feasibility of deploying a minimum aggregate total of 100 MW of cost-effective energy storage solutions to help address the Los Angeles Basin's electrical system operational limitations resulting from reduced gas deliverability from the Aliso Canyon natural gas storage facility. Department staff performed analysis and found that a 100 MW battery energy storage system paired with solar generation at the grid would be cost effective by 2022. See "THE POWER SYSTEM – Renewable Power Initiatives – *Energy Storage Development*." To comply with such legislation, the Department has entered into PPAs for energy storage systems at the Eland Solar & Storage Center, Phase 1 and the Eland Solar & Storage Center, Phase 2.

Renewable Energy Policy Development. In August 2018 and March 2019, the CEC adopted the "Toward A Clean Energy Future, 2018 Integrated Energy Policy Report Update" (the "2018 IEPR Update"). The 2018 IEPR Update is composed of two volumes. The first volume (August 2018) is a high-level summary of the energy policies the State has implemented. This high-level summary includes (i) the State's participation in an international pact to reduce emissions and increase renewable electricity procurement to 33% by 2020 and 50% by 2030; (ii) continued support for incentives or mandates for more homes and business to install rooftop solar; (iii) an executive order calling for at least five million zero-emission vehicles on the State's roads by 2030 and an extensive expansion of charging and refueling infrastructure; and (iv) continued support for the development and implementation of an energy efficient program in existing buildings. The second volume (March 2019) provides updated analysis of issues raised in previous Integrated Energy Policy Reports, including "advancing then-Governor Brown's call to expand state adaptation activities through Executive Order B-30-15, with the goal of making the consideration of climate change a routine part of planning," as well as, "enhancing the resiliency of the electricity system while integrating increasing amounts of renewable energy." See "– Environmental Regulation and Permitting Factors – *Water Quality – Cooling Water Process – State Water Resources Control Board*" below.

Legislation and Court Action Relating to Wildfires. In September 2016, SB 1028 was signed into law. SB 1028 requires each POU, including the Department, each IOU and each electric cooperative in the State to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment. SB 1028 required the governing board of each POU to make an initial determination of whether its overhead electric lines and equipment pose a significant risk of catastrophic wildfire based on historical fires and local conditions. POU governing boards were required to independently make this determination based on all relevant information, including the CPUC's Fire-Threat Map which was adopted by the CPUC in January 2018 (discussed below). On September 5, 2018, the Board determined that the Power System's overhead electrical lines and equipment do not pose a significant risk of causing a catastrophic wildfire. Prior to the enactment of SB 1028, the Department has had an active fire prevention plan since 2008, which includes construction standards, a vegetation management program, and an inspection and maintenance program.

SB 901, which was signed into law in September 2018, amends certain provisions of SB 1028. Under SB 901, among other things, POUs, such as the Department, are required to prepare a wildfire mitigation plan annually (initially, beginning by January 1, 2020). SB 901 requires the POU to contract with a qualified independent evaluator to review and assess the comprehensiveness of its plan. The report of the independent evaluator is to be made available to the public and presented at a public meeting of the POU's governing board. Consistent with the requirements of SB 901 and subsequent legislation (AB 1054 discussed below), the Department updates its wildfire mitigation plan on an annual basis, with comprehensive revisions and independent evaluator reviews occurring every three years.

In 2017, the CPUC adopted a work plan for the development and adoption of the CPUC Fire-Threat Map. On the CPUC Fire-Threat Map, any area in a Tier 2 fire-threat area is depicted as an "elevated risk (including likelihood and potential impacts on people and property) from utility associated wildfires" and any area in a Tier 3 fire-threat area is depicted as an "extreme risk (including likelihood and potential impacts on people and property) from utility associated wildfires." Based on the Department's wildfire mitigation plan dated June 2024, approximately 13.8% of the Power System's overhead distribution power lines fall within a Tier 2

area and approximately 0.5% of the Power System's overhead distribution power lines fall within a Tier 3 area. Additionally, approximately 6.3% of the Power System's overhead transmission power lines fall within a Tier 2 area and approximately 8.6% of the Power System's overhead transmission power lines fall within a Tier 3 area. The Department has not modeled a total destruction scenario in Tier 2 and Tier 3 areas of its service territory because such areas represent a small portion of the Power System's service territory; but the Department believes that based on the low density of the property in the applicable Tier 2 and Tier 3 areas, the potential property damage is expected to be relatively low. In these applicable Tier 2 and Tier 3 areas, the Department continues to replace wooden pole assets with alternative material poles, install covered conductors where feasible, equip poles for high wind load in order to resist fire damage, and employ a robust vegetation management program to further mitigate wildfire risk exposure. In addition, the Department has protocols in place for the blocking of re-closers on certain distribution circuits under adverse weather conditions, and may execute de-energization protocols on power lines on a per incident basis, based on operating conditions.

AB 1054 was signed into law by Governor Newsom in July 2019. AB 1054 requires POUs to submit their wildfire mitigation plans for annual review to a then newly created California Wildfire Safety Advisory Board (the "CWSAB"), with comprehensive revisions submitted every three years. The Department's 2023 wildfire mitigation plan was a comprehensive update, meeting the requirements of AB 1054. The Department continues to submit its wildfire mitigation plan to the CWSAB on an annual basis. The Department was required to submit its 2024 annual update to the Department's wildfire mitigation plan to the CWSAB by July 1, 2024, which submittal was made on June 27, 2024, in satisfaction of the requirement. On December 4, 2024, the CWSAB adopted its guidance advisory opinion for the 2025 wildfire mitigation plans of POUs, based upon its review of the 2024 annual updates submitted by the POUs to their wildfire mitigation plans. The advisory opinion includes the CWSAB's recommendations to POUs for the development of updates for the POUs' 2025 wildfire mitigation plans and future comprehensive wildfire mitigation plans. The Department is required to submit its next annual update to the Department's wildfire mitigation plan by July 1, 2025.

In March 2025, the California Department of Forestry and Fire Protection (hereinafter, "CalFire") released updated wildfire hazard severity zone maps for the Southern California region. These updated maps identify areas as "moderate," "high," and "very high" wildfire hazard severity zones in "local responsibility areas," where local fire departments are responsible for responding to fires, in order to reflect zones in California that are susceptible to wildfires. The updated maps increase the acreage in the City that is identified as a "very high" wildfire hazard severity zone and add identified areas of "moderate" and "high" wildfire hazard severity zones (which categories were not previously included in earlier versions of the CalFire fire hazard severity zone maps). These wildfire hazard severity zone maps differ from the CPUC Fire-Threat Maps referenced above. The CPUC Fire-Threat Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. The updated CalFire wildfire hazard severity zone maps are being evaluated by the Department for their impact on future wildfire mitigation plans.

AB 1054 also establishes a new wildfire fund for IOUs to pay for eligible, uninsured third-party damage claims arising from future covered wildfires. Participation in the wildfire fund is exclusive to IOUs. Each of the major IOUs in California are now participating in the Wildfire Fund. POUs, such as the Department, are not eligible to participate in or receive funding for wildfire claims from the Wildfire Fund.

A number of wildfires occurred in the State in the last several years. Under the doctrine of inverse condemnation (a legal concept that entitles property owners to just compensation if their private property is damaged by a public use), California courts have imposed liability on utilities in legal actions brought by property holders for damages, where the inherent risks in the utilities' infrastructure, as deliberately designed, constructed or maintained, are determined to be a substantial cause of damage to the property. Thus, if the inherent risks associated with the facilities of a utility, such as its electric distribution and transmission lines, are determined to be the substantial cause of the plaintiff's damages, and the doctrine of inverse condemnation applies, the utility could be liable without having been found negligent. SB 1028, SB 901 and AB 1054 do not alter inverse condemnation law, which is rooted in the California Constitution. How any future legal developments addressing the State's inverse condemnation doctrine, and liability issues for utilities in the context of wildfires in particular, could be significant for the electric utility industry, including the Department.

See “LITIGATION” for information about current litigation regarding wildfires and “THE DEPARTMENT – Insurance” for information about the Department’s current insurance coverage for wildfires.

See also “THE DEPARTMENT – Los Angeles 2025 Wildfire Event” for information regarding the wildfire event that occurred in the City in January 2025.

Environmental Regulation and Permitting Factors

General. Numerous environmental laws and regulations affect the Power System’s facilities and operations. The Department monitors its compliance with laws and regulations and reviews its remediation obligations on an ongoing basis. The following topics highlight some of the major environmental compliance issues affecting the Power System:

Air Quality – Nitrogen Oxide (NOx) Emissions. The Department’s four Los Angeles Basin power plants are subject to the Regional Clean Air Incentives Market (“RECLAIM”) NOx regulations adopted by the SCAQMD. In accordance with these regulations, SCAQMD established annual NOx allocations for stationary source facilities based on historical emissions with a declining emissions cap. These allocations are in the form of RECLAIM trading credits (“RTCs”). Facilities can comply with RECLAIM by purchasing RTCs from the RECLAIM market, installing emission controls, and/or reducing operations. The Department has installed emission control equipment at its power plants to reduce NOx emissions. The Los Angeles Basin Stations are all equipped with emission control equipment. As a result of the installation of NOx control equipment and the modernization of existing electric generating units, the Department has had sufficient RTCs to meet its native load requirements for normal operations under the NOx RECLAIM regulation.

In March 2017, the SCAQMD adopted the 2016 Air Quality Management Plan and included a control measure to achieve an additional five tons per day NOx reduction as soon as feasible but no later than 2025, and to transition the RECLAIM program to a command-and-control regulatory structure requiring Best Available Retrofit Control Technology (“BARCT”) as soon as feasible.

In July 2017, AB 617 was signed into law, which addresses criteria pollutants (including NOx) and toxic air contaminants at stationary sources. RECLAIM facilities are subject to the BARCT requirements of AB 617.

The market-based RECLAIM program is being transitioned to a command-and-control regulatory structure. The RECLAIM program was originally scheduled to end on December 31, 2023 but is now expected to extend past 2025 after the EPA’s approval of the State Implementation Plan and the resolution of outstanding issues with the New Source Review (“NSR”) Program. The Los Angeles Basin Stations will transition from RECLAIM to a source-specific NOx rule for electric generating units that will include NOx limits reflecting BARCT. SCAQMD Rule 1135, the “command-and-control” rule for electric generating units, was adopted in November 2018. Instead of receiving an annual allocation of emission credits, electric generating units will be required to meet a NOx emission limit. The NOx emission limit for simple cycle gas turbines is 2.5 parts per million (“ppm”) while the NOx emission limit for combined cycle gas turbines is 2.0 ppm. Under the rule, failure to meet the NOx limits by the December 31, 2023 compliance date would prohibit out-of-compliance generating units from operating. To comply with the SCAQMD Rule 1135 NOx limit of 2.5 ppm for simple cycle gas turbines, the existing selective catalytic reduction equipment for the Department’s simple cycle combustion turbines at the Harbor Generating Station and the Valley Generating Station were tuned. To meet the SCAQMD Rule 1135 NOx limit of 2.0 ppm for combined cycle gas turbines, the combustors of the combined cycle gas turbines at the Harbor Generating Station were upgraded with dry low NOx combustors. The upgrade of the Harbor Generating Station’s combined cycle gas turbine combustors began construction in October 2023 and completed commissioning in April 2024. The Harbor Generating Station’s combined cycle unit is currently operational and is in compliance with the Rule 1135 NOx emission limit since its return to service in April 2024. The Department does not expect the modifications to have a material adverse effect on the operations or financial condition of the Power System. The remaining electric generating units at the Los Angeles Basin Stations either already meet the NOx limits or are exempt from the rule. On January 7, 2022, Rule 1135 was amended to

reference startup and shutdown provisions as defined in SCAQMD Rule 429.2, which establishes requirements during startup and shutdown and exempts units regulated under Rule 1135 from NOx emission limits during startup and shutdown.

Regulatory Actions Under the Clean Air Act. The United States Environmental Protection Agency (the “EPA”) regulates GHG emissions under existing law by imposing monitoring and reporting requirements, and through its permitting programs. Like other air pollutants, GHGs are regulated under the Clean Air Act through the Prevention of Significant Deterioration (“PSD”) Permit Program and the Title V Permit Program. A PSD permit is required before commencement of construction of new major stationary sources or major modifications of a major stationary source and requires best available control technologies to control emissions from the new or modified stationary source. Title V permits are operating permits for major sources that consolidate all Clean Air Act requirements (arising, for example, under the Acid Rain, New Source Performance Standards, National Emission Standards for Hazardous Air Pollutants, and/or PSD programs) into a single document and the permit process provides for review of the documents by the EPA, state agencies and the public. GHGs from major natural gas-fired facilities are regulated under both permitting programs through performance standards imposing efficiency and emissions standards.

In May 2023, the EPA proposed new carbon pollution standards for coal and natural gas-fired power plants. As originally proposed, this rule would establish CO₂ emissions limits and guidelines for new gas-fired combustion turbines, existing coal, oil and gas-fired steam generating units, and certain existing gas-fired combustion turbines. The proposal included the following elements, in each case reflecting the application of best systems for emissions reduction (“BSER”), taking into account costs, energy requirements and other statutory factors: (i) strengthening the current New Source Performance Standards for newly built fossil fuel-fired stationary combustion turbines (generally natural gas-fired); (ii) establishing emission guidelines for carbon pollution from existing fossil fuel-fired steam generating units (including coal, oil and natural gas-fired units) beginning January 1, 2030; and (iii) establishing emission guidelines for large, frequently used existing fossil fuel-fired stationary combustion turbines (generally natural gas-fired) beginning January 1, 2032 or January 1, 2035, depending on which BSER technology is pursued. Under the proposed rule, emissions standards would be established for different subcategories of power plants according to unit characteristics such as their capacity, their intended length of operation, and/or their frequency of operation. As proposed, the rule would generally require more CO₂ emissions control at fossil fuel-fired power plants that operate more frequently and for more years and would phase in increasingly stringent CO₂ requirements over time. The standards would be based on emission control methods that can be installed at the plants, including technologies such as carbon capture and sequestration/storage (“CCS”), low-GHG hydrogen co-firing, and natural gas co-firing; however, the determination of whether to implement such technologies or to comply with the proposed emissions limits by other means would be made by power plant operators and state regulators. Under the proposal, states would be required to submit compliance plans to the EPA within 24 months of the effective date of the adoption of the regulations. The Department participated in the rulemaking process.

In February 2024, the EPA announced that it would remove the elements that would have applied to existing natural gas-fired power plants from the final version of the rule. Instead, the EPA stated that it will commence a new rulemaking process that will apply to existing natural gas-fired plants and regulate additional pollutants.

On April 25, 2024, the EPA released the final rules for existing coal-fired and new natural gas-fired power plants that limits CO₂ emissions from existing coal-fired plants and new gas-fired combustion-turbine plants based on EPA’s emissions guidelines. Multiple legal challenges were filed shortly thereafter including a stay request. In July 2024, the D.C. Circuit Court denied the stay request, but indicated they would expedite hearing the merits of the case. On October 16, 2024, the Supreme Court issued an order denying requests to stay the rule, indicating that a stay was not necessary since compliance is not required until 2030 or 2032, by which time the D.C. Circuit is likely to have issued a decision on the merits of the case. Litigation over the rule continues in the D.C. Circuit. Oral arguments were heard on December 6, 2024. A decision is expected in the spring of 2025.

Under the final rule, for new baseload combustion turbines, the emission guidelines are based on BSER, which the EPA determined to be CCS with 90% capture of CO₂. Under the final rule, new combustion turbines with a capacity factor of 40% or more are baseload turbines and are subject to a CO₂ emission standard of 100 lb. CO₂/MWh, starting on January 1, 2032. Prior to 2032, the emission standard is between 800 to 900 lb. CO₂/MWh depending on the size of the unit. Intermediate turbines, which have a capacity factor between 20% and 40% will be subject to a standard of 1,170 lb. CO₂/MWh, which is based on efficient operation of simple cycle turbines. Low load turbines, which have a capacity factor of less than 20% are subject to a standard of 120-160 lb. CO₂/MMBtu, based on use of low-emitting fuel (e.g., natural gas and certain fuel oils). The standards under the final rule are technology-neutral, therefore allowing the affected sources to comply with the emission standard through hydrogen co-firing.

For existing oil and natural gas-fired steam electric generating units, standards are based on routine operation and maintenance with different levels of stringency based on the capacity factor. The emission standard for natural gas-fired units with a capacity factor of less than 8% is 130 lb. CO₂/MMBtu. Intermediate units with capacity factor of 8 to 45% are subject to an emission standard of 1,600 lb. CO₂/MWh while baseload units with capacity factor of 45% or more must comply with an emission standard of 1,400 lb. CO₂/MWh.

Coal-fired generating units that plan to cease operations prior to January 2032 are exempt from the final rule. Therefore, IPP's coal units will not be subject to the emission reduction obligations under the final rule. IPP's new natural gas units, which will be considered an existing natural gas-fired power plant, will also not be subject to this final rule but will be subject to the new rule being developed for existing gas-fired combustion turbines.

On March 12, 2025, the EPA announced plans to reconsider the final rules for existing coal-fired and new natural gas-fired power plants promulgated under the prior federal Administration.

To help the EPA develop standards for reducing GHG emissions as well as criteria pollutant emissions from existing gas-fired combustion turbines in the power sector, the EPA opened a non-regulatory docket in March 2024. The non-regulatory docket included key framing questions on factors to consider when regulating emissions from existing gas turbines. The EPA requested stakeholders to provide responses to these questions and accepted comments from stakeholders through May 28, 2024. The Department submitted comments on the docket, asking the EPA to consider technical feasibility, cost-effectiveness, reliability, and the need for compliance flexibilities when developing the rule for existing gas units. In response to continued outreach by the EPA to solicit input on key areas of the upcoming rulemaking, the Department submitted a comment letter on October 15, 2024. The Department's comment letter reiterated the importance of grid reliability, compliance flexibilities, subcategorization, and relying on technologies that are viable for existing combustion units. EPA has not yet issued a proposed rule. The future of this rulemaking will be determined by the new federal Administration. See "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS – Changing Laws, Energy Policies and Requirements."

See also "THE POWER SYSTEM – General," "– Department-Owned Generating Units," "– Jointly Owned Generating Units and Contracted Capacity Rights in Generating Units," "– Projected Capital Improvements," "– Energy Efficiency" and "– Renewable Power Initiatives."

Air Quality – Mercury. The Clean Air Act provides for a comprehensive program for the control of hazardous air pollutants ("HAPs"), including mercury. In February 2012, the EPA finalized a rule called the Mercury and Air Toxics Standards ("MATS") to reduce emissions of toxic air pollutants, including mercury, from coal- and oil-fired electric generating units, and subsequently amended the rule in 2013 and 2014. The MATS rule set technology-based emission limitation standards for mercury and other toxic air pollutants, based upon reductions available through the use of "maximum achievable control technology" at coal- and oil-fired electric generating units. The rule has minimal impact to IPP, the one remaining coal-fired plant that is a source of energy for the Department. IPP did not have to install control technology and EPA has deemed the IPP units

as low-emitting electric generating units (“LEEs”). IPP is subject to periodic testing, work practice standards and recordkeeping requirements.

The State of Utah adopted minimum performance criteria for existing electric generating units and offset requirements for potential increases in mercury emissions from new or modified electric generating units. Utah’s minimum performance criteria include a rule, effective January 1, 2012, that coal-fired power plants, such as IPP, meet a mercury emissions limit of 0.00000065 lb/MMBtu or have at least a 90% mercury removal efficiency. IPP complies with the Utah mercury standard.

In April 2023, the EPA published its proposed rule entitled “National Emission Standards for Hazardous Air Pollutants (“NESHAPs”): Coal- and Oil-Fired Electric Utility Steam Generating Units Review of the Residual Risk and Technology Review.” The proposed rule establishes a lower mercury emissions standard for lignite coal, which does not apply to IPP. The rule also proposes to reduce the emissions standard for filterable particulate matter (“fPM”) from 0.03 lb./MMBtu to 0.01 lb./MMBtu. In addition, it requires the owners and operators of existing coal-fired plants to only use a continuous emissions monitoring system (“CEMS”) to demonstrate compliance with the new fPM standards. The EPA requested comments on the proposed rule, as well as on the possibility of reducing the compliance timeframe from three years to one year from the effective date.

On April 25, 2024, the EPA released the final NESHAPs rule (also referred to as the MATs rule) which finalizes the proposed change to the fPM emission standard from 0.03 lb./MMBtu to 0.01 lb./MMBtu. The final rule also requires that existing coal and oil-fired units utilize CEMS to demonstrate compliance with the fPM emission standard. The compliance date for affected coal-fired sources to comply with the revised fPM limit is three years after the effective date of the final rule. With IPP replacing the coal units with natural gas-fired units by 2025, IPP will not be subject to the more stringent requirements under the final MATS rule.

SCAQMD Air Quality Management Plan. The SCAQMD periodically prepares an overall plan, known as an Air Quality Management Plan (the “AQMP”), which include control measures to meet federal air quality standards and incorporate the latest technical planning information. The AQMP is a regional and multi-agency effort. In 2021, the Department participated in the stakeholder working group meetings dedicated to the development of the 2022 AQMP and the rules and rule amendments to implement the control measures included in the 2022 AQMP that could potentially impact the Department’s operations. In December 2, 2022, the SCAQMD Board approved the 2022 AQMP, which aims for a 45% reduction in NOx emissions through this plan. In January 2023, CARB adopted the SCAQMD 2022 AQMP, and directed staff to submit the 2022 AQMP to the EPA as a revision to the California State Implementation Plan to achieve the federal air quality standard for ozone. As called for in the 2022 AQMP, SCAQMD has initiated separate rulemaking processes addressing the different proposed control measures cited in the AQMP, which are ongoing.

Water Quality – Cooling Water Process.

General. A cooling process is necessary for nearly every type of steam turbine electrical generating station. Once-through-cooling is the process where water is drawn from a source, pumped through equipment at a power plant to provide cooling and then discharged. In once-through-cooling, the water is not chemically changed in the cooling process; however, the water temperature can increase. The water drawn into the intake and the thermal discharges are regulated by the federal Clean Water Act and similar state law.

EPA Requirements. A final regulation implementing Section 316(b) of the Clean Water Act (“Rule 316(b)”) addresses the impacts of water intake by once-through-cooling systems. Rule 316(b) affects intake structures for power generating facilities that withdraw more than two million gallons per day for cooling purposes. The Department has determined it will comply with impingement mortality (“IM”) and entrainment mortality (“EM”) by replacing once-through-cooling with other technology by the deadline of 2029 negotiated with the SWRCB.

State Water Resources Control Board. The SWRCB established a separate statewide policy with respect to the Clean Water Act Section 316(b) in 2010 published as Section 2922 of Title 23 of the California Code of Regulations (“Regulation Section 2922”). The regulation generally requires all facilities subject to the Clean Water Act Section 316(b) to either use closed cycle cooling or flow reduction commensurate to that of wet closed cycle. The Department owns three coastal generating stations that utilize once-through-cooling, that provide approximately 85% of the Department’s in-basin generation and 39% of the total generating plant capacity owned by the Department, which are subject to Regulation Section 2922.

In July 2011, the SWRCB adopted an amendment to Regulation Section 2922 that accelerated the compliance dates for three coastal units and extended the compliance dates until 2024 for two coastal units and 2029 for the remaining four coastal units. In August 2023, the SWRCB adopted another amendment, extending the compliance date for the two units with a December 31, 2024 deadline to December 31, 2029. The new compliance schedule allows for both grid reliability and a financially sustainable path forward while making the equipment upgrades necessary to remove the coastal generating stations’ units from utilizing once-through-cooling, shifting the focus from repowering to clean energy alternatives.

Regional Requirements – Thermal Discharges at Harbor Generating Station and Haynes Generating Station. The SWRCB’s Water Quality Control Plan for Control of Temperature in the Coastal and Interstate Waters and Enclosed Bay and Estuaries of California (the “California Thermal Plan”) has different thermal criteria for discharges into estuaries and bays than it does for discharges into the ocean. The water discharges from Harbor Generating Station and Haynes Generating Station were originally permitted as ocean discharges. In January 2003, however, the Los Angeles Regional Water Quality Control Board (“LARWQCB”) informed the Department that it (i) reclassified the Harbor Generating Station discharge as an enclosed bay discharge and that (ii) it intends to reclassify the Haynes Generating Station discharge as an estuary discharge during the next permit renewal. The Harbor Generating Station NPDES permit was renewed by the LARWQCB in July 2003, with the new enclosed bay classification and the associated, more stringent, permit limits. Based on the notice of intent to reclassify the Haynes Generating Station discharge and planned changes to be made to the Haynes Generating Station’s flow volume, the Department has completed a hydrological model of the Lower San Gabriel River. Haynes discharges into the San Gabriel River, which in turn flows into the ocean. The hydrological study concluded that the estuary classification does not reflect current site conditions with the operation of the existing power plants. However, the LARWQCB stated that for regulatory purposes, the Lower San Gabriel River would likely represent an estuary. With this designation, the Haynes Generating Station would be unable to comply with the California Thermal Plan and other permit conditions without a permit variance. If the Department is unable to obtain a permit variance, the Haynes Generating Station facility could be limited or unable to operate. The LARWQCB has recognized the need to continue utilizing once-through cooling at the Haynes Generating Station through 2029 for electric grid reliability and is currently working with the Department on a solution for all discharge issues associated with the estuary designation, which could include the issuance of a variance or time schedule order (TSO).

Superfund. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, as well as State statutes, impose strict liability for cleanup costs upon those who generate or dispose of hazardous substances and hazardous wastes. The Department’s past disposal practices may result in Superfund liability as previously approved disposal methods or sites become candidates for Superfund classification. In addition, under these statutes, the Department may be held liable for cleanup activities on property that it owns and operates, even if the conditions requiring cleanup existed before the Department’s occupancy of a site. As a result, the Department may incur substantial, but presently unknown, costs as a participant in the cleanup of sites contaminated with hazardous substances or wastes.

Coal Combustion Residuals. In April 2015, the EPA promulgated the final coal combustion residuals (“CCR”) rule, which regulates the disposal and management of CCRs as non-hazardous under Subtitle D of the Resource Conservation and Recovery Act (“RCRA”). The final CCR rule became effective in October 2015.

Under the CCR rule, existing impoundments for managing CCR must either cease accepting CCR materials as of the rule’s effective date, or implement a variety of measures to ensure that such facilities will not

result in releases to the environment. One such requirement is that all such facilities be retrofitted with liners that are intended to prevent the migration to groundwater of contaminants found in CCR. In addition, the rule requires monitoring of groundwater to determine whether releases have occurred, and to contain or clean up any such releases that are discovered.

The IPP utilizes impoundments (ponds and landfills) for the management of CCR that are subject to the CCR rule. The IPP has met all interim compliance requirements for the new CCR rule including: setting up a public website and posting CCR operating records, developing new groundwater monitoring wells and sampling plans, beginning to sample groundwater wells quarterly, and developing and implementing a fugitive dust monitoring plan.

The Department believes that the IPP's CCR management facilities may not meet the design criteria required for surface impoundments and that releases of certain contaminants have occurred from the current, unlined impoundments. The Department understands that IPA has made notification that IPP will cease operations of the coal-fired boilers and switch to another fuel source for generation by 2028.

The Department estimated the IPP's total cost of compliance with the final CCR rule to fall within the range of \$55 million to \$70 million (in 2019 dollars) over a time period commencing in 2019 and ending between approximately 2025 and 2028 (except for long-term monitoring and maintenance, which would last approximately 30 years after closure). Of this total cost, the Power System would be responsible for a percentage equal to its total use of energy produced by IPP. For more information about IPP, see "THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – *Intermountain Power Project*."

In November 2019, the EPA proposed revisions (Part A) to the CCR rule. The proposed revisions focused on closure requirements for impoundments and landfills. IPA had earlier opted to comply with the alternate closure requirement as provided in the original CCR rule. The 2019 revisions included additional requirements to obtain approval from the EPA to close impoundments in accordance with the alternate closure procedures. The 2019 revisions required a demonstration that includes a plan to mitigate potential risk to human health and environmental from CCR surface impoundments. The 2019 Part A revisions were finalized and published in the Federal Register in August 2020. On November 30, 2020, IPA submitted a request to the EPA that it meet the alternate closure procedures as described in the regulations. The EPA confirmed that IPP's demonstration was complete on January 11, 2022; however, as of December 2024, the EPA had not yet made a substantive determination on IPP's demonstration submission. Nonetheless, the April 2021 deadline to cease receipt of waste that would otherwise apply to the impoundments is tolled under the regulations because the IPP submitted a timely demonstration.

In February 2020, the EPA proposed a federal CCR permit program. Currently, the CCR rule is self-implementing (aside from the EPA approval required for Part A, as described above) and is enforced primarily through citizen suits which are decided in federal district courts. This program would not change the provisions of the regulations but the EPA will be able to review, approve, issue, and enforce the CCR regulations through the permit program. EPA carried out an extended public comment period on the proposed program, but as of December 2024, the program had not been finalized.

In March 2020, the EPA proposed more revisions (Part B) to the CCR rule including provisions to demonstrate equivalent alternate liners, using CCR for closing impoundments, and completion of closure by removal during post closure care period. The proposed revisions do not impact IPA's plan to follow alternate closure requirements. On April 25, 2024, the EPA released a final rule on the proposed closure option for units being closed by removal of CCR. The EPA is still considering other provisions from the proposed revisions that were not addressed in the final rule and may be addressed in a subsequent action.

Utah Senate Bill 161. The Utah Legislature enacted Utah Senate Bill 161 ("Utah S.B. 161") in its 2024 General Session, which became effective on May 1, 2024. The reported purpose of Utah S.B. 161 was to induce IPA to amend IPA's environmental permits to provide for the operation of at least one of the IPP coal-fired units

after July 1, 2025, the date by which IPA has committed to cease operation of the IPP coal units permanently. Utah S.B. 161 also required IPA to grant an option to the State of Utah for the purchase of at least one of the IPP coal-fired units with such option to be effective for two years starting on July 2, 2025. Following the enactment of Utah S.B. 161, the governor of Utah called a special session of the Utah Legislature resulting in the enactment of Utah House Bill 3004 (“Utah H.B. 3004”), which became effective on June 21, 2024. Utah H.B. 3004 repealed the provisions of Utah S.B. 161 relating to IPA amending its environmental permits. IPA continues, however, to be obligated to provide the purchase option to the State with respect to one of the IPP coal-fired units. Utah H.B. 3004 also directs a state agency, the Decommissioned Asset Disposition Authority (the “Utah Disposition Authority”), to submit an application to amend IPA’s air permit to allow for a coal unit to operate after July 1, 2025. Utah H.B. 3004 also directs environmental regulators in the State of Utah to determine whether such an application would be granted if submitted by IPA. The Utah Disposition Authority has also been directed to determine the regulatory and commercial feasibility of operating an IPP coal unit after July 1, 2025, and to conduct a process for soliciting bids from qualified purchasers for the coal unit.

Prior to the enactment of H.B. 3004, IPA stated that Utah S.B. 161 purported to create obligations for IPA that are inconsistent with IPA’s obligations under federal regulations and the IPP construction and operating permits issued under federal law; and that if IPA complied with Utah S.B. 161, as originally enacted, IPA may be subject to enforcement actions that could result in IPA being required to cease operation of the IPP coal units prior to the scheduled commercial operation date of the IPP repowering project and that may interfere with the construction and operation of the IPP repowering project. In public testimony with respect to Utah H.B. 3004, IPA management stated that the new bill made some important adjustments to the legislation and moved things in the right direction. IPA has indicated that it is still working to determine the impact of Utah S.B. 161, as modified by Utah H.B. 3004, and to identify the appropriate course of action in response to the recent enactments. The Department cannot predict the impacts of the new legislation on the operation of IPP or the construction and operation of the IPP repowering project.

Utah H.B. 70. During its 2025 General Session, the Utah Legislature enacted Utah House Bill 70 (“Utah H.B. 70”). The bill has been submitted to the governor of Utah and the bill will become effective upon the earlier of May 7, 2025, and the governor’s approval of the bill.

The bill requires IPA to maintain, indefinitely (i) power to station service for both of the coal units, (ii) an ongoing connection of one of its coal units to the IPP Switchyard, and (iii) interconnection and switchyard facilities that will allow the remaining coal unit to be interconnected with the IPP Switchyard without the need for a new interconnection request. Utah H.B. 70 also creates the Utah Energy Council for, among other purposes, the purposes of taking title to one or both of the coal units and assuming operational responsibility for each coal unit it acquires from IPA. Utah H.B. 70 also repeals the provisions of the Utah Code establishing the Utah Disposition Authority (effectively dissolving the Utah Disposition Authority) and the provisions specifying the functions that the Utah Disposition Authority was to have performed.

IPA is working with engineering personnel to reconfigure the proposed connections of synchronous condensers to the IPP Switchyard (connecting three synchronous condensers to the IPP Switchyard at one point of interconnection as opposed to two synchronous condensers at one point of interconnection and one synchronous condenser at another). IPA is constructing the synchronous condenser facilities to provide sufficient spinning mass to allow for operation of the natural gas units as designed and to maintain the rating of IPA’s transmission facilities. IPA has indicated that it believes that it will be able to comply with the requirements of Utah H.B. 70, though such requirements will result in additional costs to IPA and will diminish the redundancy that would have resulted from having two points of interconnection for the synchronous condensers to the IPP Switchyard. IPA does not anticipate that the impact of such costs on the budget for construction of the IPP repowering project will require the issuance of additional bonds by IPA.

Electric and Magnetic Fields. A number of studies have been conducted regarding the potential long-term health effects resulting from exposure to electric and magnetic fields created by high voltage transmission and distribution equipment. Additional studies are being conducted to determine the relationship between electric and magnetic fields and certain adverse health effects, if any. At this time, it is not possible to predict the extent

of the costs and other impacts, if any, which the electric and magnetic fields concerns may have on electric utilities, including the Department.

For additional information regarding environmental matters, see “THE POWER SYSTEM – Jointly-Owned Generating Units and Contracted Capacity Rights in Generating Units – *Hoover Power Plant – Environmental Considerations*” and “ – *Palo Verde Nuclear Generating Station – Nuclear Waste Storage and Disposal*.”

Energy Regulatory Factors

Developments in the California Energy Market. In the late 1990s, the State restructured its electricity market so that regulated retail suppliers were required to purchase their customers’ supply needs through a centralized, wholesale market. During portions of 2000 and 2001, wholesale market prices in the State became highly volatile. The volatility in wholesale prices that the State experienced in 2000 and 2001 was due to a number of factors, including flaws in the structure of the wholesale market and unlawful manipulation of the wholesale market. As discussed below, the wholesale market in the State has since been redesigned, and Congress has established mechanics for policing wholesale markets.

Volatility in electricity prices in the State may nevertheless return due to a variety of factors that affect the supply and demand for electric energy in the western United States. These factors include, but are not limited to, the adequacy of generation resources to meet peak demands, the availability and cost of renewable energy, the impact of GHG emission legislation and regulations, fuel costs and availability, weather effects on customer demand, the impact of climate change, wildfire mitigation and potential liability cost recovery, insurance costs, transmission congestion, the strength of the economy in the State and surrounding states and levels of hydroelectric generation within the region (including the Pacific Northwest). Volatility in electricity prices may contribute to greater volatility in the Power System’s Power Revenue Fund from the sale (and purchase) of electric energy and, therefore, could materially affect the financial condition of the Power System. To mitigate price volatility and the Department’s exposure on the spot market, the Department undertakes resource planning activities and plans for its resource needs. Of particular note, the Department has power supply contracts and other arrangements relating to its system supply of power that are of specified durations. See “THE POWER SYSTEM – Generation and Power Supply.”

Energy Policy Act of 1992. The Energy Policy Act of 1992 (“EPAct 1992”) made fundamental changes in federal regulation of the electric utility industry, particularly in the area of transmission access under sections 211, 212 and 213 of the Federal Power Act, 16 U.S.C. § 791a et seq. The purpose of these changes, in part, was to bring about increased competition among wholesale suppliers. As amended, sections 211, 212 and 213 authorize FERC to compel a transmission provider to provide transmission service upon application by an electricity supplier. FERC’s authority includes the authority to compel the enlargement of transmission capacity as necessary to provide the service. The service must be provided at rates, charges, terms and conditions that are set by FERC. Electric utilities that are owned by municipalities or other public agencies are “transmitting utilities” that may be subject to an order under sections 211, 212 and 213. EPAct 1992 prohibits FERC from requiring “retail wheeling” under which a retail customer that was located in one utility’s service area could obtain electricity from another source. An order by FERC to provide transmission might adversely affect the Power System by, and among other things, increasing the Department’s cost of owning and operating transmission facilities and/or by reducing the availability of the Department’s transmission resources for the Department’s own use.

Energy Policy Act of 2005. The Energy Policy Act of 2005 (“EPAct 2005”) addresses a wide array of matters that affect the entire electric utility industry, including the Department.

Subject to certain conditions and limitations, EPAct 2005 authorizes FERC to require an unregulated transmitting utility such as the Department to provide electric transmission services at rates that are comparable to those that the unregulated transmitting utility charges itself; and on terms and conditions (not relating to rates) that are comparable to those under which the unregulated transmitting utility provides transmission services to

itself and that are not unduly discriminatory or preferential. FERC may compel open access in this context unless the order would violate a private activity bond rule for purposes of section 141 of the Code (as defined below). To date, FERC has chosen to exercise its authority on a case-by-case approach. Additionally, FERC has the authority to require the provision of transmission services in response to specific requests for service. See ELECTRIC RATES – Rate Regulation. Furthermore, should the Department purchase transmission services from a public utility, as defined in the Federal Power Act, pursuant to the terms and conditions of FERC’s *pro forma* OATT, the *pro forma* OATT requires the Department to provide the transmission provider it is purchasing transmission services from, comparable transmission service that it is capable of providing on similar terms and conditions over facilities and for the transmission of electric energy.

EPAct 2005 provides for criminal penalties for manipulative energy trading practices.

EPAct 2005 repealed the Public Utility Holding Company Act of 1935, which prohibited certain mergers and consolidations involving electric utilities. EPAct 2005 gives FERC and state regulators access to books and records within holding companies that include regulated public utilities. In addition, FERC may oversee inter-affiliate transactions within such holding company systems. These provisions of EPAct 2005 are referred to as “PUHCA 2005.” PUHCA 2005 does not apply to the Department but generally accommodates more combinations of assets within the electric utility industry.

EPAct 2005 requires the creation of national and regional electric reliability organizations to establish and enforce, under FERC’s supervision, mandatory standards for the reliable operation of the bulk power system. The standards are designed to increase system reliability and to minimize blackouts. FERC has designated NERC as the national electric reliability organization. FERC has designated WECC as the regional reliability organization for utilities in the West, including the Department. Failure to comply with NERC and WECC standards exposes a utility such as the Department to penalties. NERC and WECC audit the Department’s compliance with the reliability standards once every three years and, as indicated above, impose penalties for non-compliance. The Department has from time to time fallen short in meeting its regulatory and reporting requirements on a timely basis and either has self-reported or responded to audit findings from WECC. The Department does not believe that pending reporting and audit matters will have a material adverse effect on the Department’s operations or financial position.

Under EPAct 2005, State IOUs were required to offer, to each of their classes of customers, a time-based rate schedule that would enable customers to manage their energy use through advanced metering and communications technology.

EPAct 2005 authorizes FERC to compel the siting of certain transmission lines if FERC determines that a state has unreasonably withheld approval.

EPAct 2005 promotes increased imports of liquefied natural gas and includes incentives to support the development of renewable energy technologies. EPAct 2005 also extends for 20 years the Price-Anderson Act, which provides certain protection from liability for nuclear power issues and provides incentives for the construction of new nuclear plants.

FERC Order 1920. On May 13, 2024, FERC issued Order No. 1920 (“Order 1920”) to reform the planning of the nation’s transmission system as well as the allocation of costs for new transmission projects. Order 1920, among other things, requires public utility (jurisdictional) transmission providers to conduct and periodically update long-term regional transmission planning to anticipate future needs, consider a broad set of benefits when planning new facilities, identify opportunities to modify in-kind replacement of existing transmission facilities to increase their transfer capability, propose methods of cost allocation to pay for selected long-term regional transmission facilities, and increase transparency regarding local transmission planning information. Order 1920 expands the role of states throughout the process of planning, selecting and determining how to pay for new transmission facilities. On November 21, 2024, FERC issued Order No. 1920-A, revising its original Order 1920 in response to numerous requests for rehearing and clarification. The revisions to Order 1920 provide state regulators with a larger role in the long-term regional transmission planning process,

particularly in shaping scenario development and cost allocation, by requiring transmission providers to include state input about how future scenarios in the long-term regional transmission planning will be developed and to include any state-agreed cost allocation proposals in their compliance plans. Order 1920 reflects input FERC sought from interested parties on a variety of reforms aimed at expanding the nation's transmission grid to accommodate the surge of renewable generation expected in the next two decades to achieve aggressive decarbonization goals of the federal Administration at that time and many states. As a municipal utility actively participating in the WestConnect regional transmission planning process, the Department has expressed its support of long-term regional transmission planning and its intent, in collaboration with WestConnect, to adhere to the principles of Order 1920. The Department is evaluating the implications of Order 1920 with respect to the transmission planning processes of the Power System.

Future Regulation of the Electric Utility Industry. The electric utility industry is highly regulated and is also regularly subject to reform. The most recent reforms and proposals are aimed at reducing emissions of GHGs from combustion of fossil fuels and reducing impacts from using ocean water for power plant cooling. The Department is unable to predict future reforms to the electric utility industry or the ultimate impact on the Department of recent reforms and proposals. In particular, the Department is unable to predict the outcome of proposals on reducing GHG emissions and the associated impact on the operations and finances of the Power System or the electric utility industry.

Changing Laws, Energy Policies and Requirements

On both the state and federal levels, legislation is introduced frequently addressing domestic energy policies and various environmental matters relating to energy, including the generation of energy using conventional and unconventional technologies. Issues raised in recent legislative proposals have included implementation of energy efficiency and renewable energy standards, addressing transmission planning, siting and cost allocation to support the construction of renewable energy facilities, cyber-security legislation that would allow FERC to issue interim measures to protect critical electric infrastructure, and renewable energy incentives that could provide grants and credits to municipal utilities to invest in renewable energy infrastructure. Congress has also considered other bills relating to energy supplies and development (such as expedited permitting for natural gas drilling projects, reducing regulatory burdens, climate change and water quality).

The Department is unable to predict at this time whether any of these or other legislative proposals will be enacted into law and, if so, the impact they may have on the operations and finances of the Power System or on the electric utility industry in general.

The election of new officials and Administrations can also impact substantially the current environmental standards and regulations and other matters described herein. For example, since taking office in January 2025, the President of the United States has issued a series of executive orders affecting national energy policies and energy infrastructure. Among other things, such executive orders revoke a number of executive actions taken by the prior federal Administration, including revoking certain executive orders of the prior Administration relating to climate change and clean energy, requiring federal agencies to review all federal government actions taken pursuant to the revoked orders and to take necessary steps to rescind, replace or amend such actions. Such executive orders further directed an immediate pause of funding allocated to infrastructure projects under the Infrastructure Investment and Jobs Act of 2021 and Inflation Reduction Act of 2022 during a 90-day review period. A presidential executive order has also been issued directing the heads of all federal agencies to review all agency actions affecting the development of domestic energy resources, such as oil, natural gas, coal, hydropower, biofuels, critical mineral, and nuclear energy, and within 30 days of identifying any agency action that unduly burdens the production of domestic energy resources, to develop and begin action plans to rescind or revise the agency actions. Further, the agencies were directed to notify the Attorney General so that appropriate action may be taken in any pending litigation, including the request of a stay, related to the identified agency action. A subsequent executive order issued in April 2025 instructs the Attorney General to identify and take certain actions to limit the enforcement of State and local laws, regulations, causes of action, policies, and practices burdening the development, production or use of domestic energy resources that are determined to be unconstitutional, preempted by federal law, or otherwise unenforceable, prioritizing those

relating to climate change, environmental, social and governance initiatives, environmental justice, carbon or greenhouse gas emissions, and funds to collect carbon penalties or carbon taxes. Such executive order specifically identifies California's cap-and-trade program as fundamentally irreconcilable with the federal Administration's energy objectives. Another executive order directs the Secretary of Energy to establish a protocol to identify regional generation sources critical to system reliability and to prevent an identified generation resource in excess of 50 megawatts of nameplate capacity from leaving the bulk-power system or converting the source of fuel (if conversion would result in reduction of generating capacity). Certain of these actions have been the subject of judicial challenges. The Department cannot predict the outcome of these executive orders and federal actions or the impact of any future changes in the policies of the new federal Administration.

In addition to state and federal legislation, citizen initiatives in the State can lead and have led to substantial restrictions upon governmental agencies, both in terms of raising revenue and management of governmental entities generally. Articles XIII C and XIII D of the State's constitution provided limits on the ability of governmental agencies to increase certain fees and charges. Such articles were adopted pursuant to measures qualified for the ballot pursuant to the State's constitutional initiative process. See also "ELECTRIC RATES – Rate Setting – Proposition 26."

In addition, from time to time other initiative measures could be adopted by State voters, which may place limitations on the ability of the Department to increase revenues. Such initiatives may purport to be retroactive.

Security of the Power System

The Department has a variety of physical security measures in place, as well as a cybersecurity program, aimed at protecting the assets of the Power System and the technological systems utilized in the delivery of electric power service to its customers. The Department operates a 24/7 operations center and regularly plans for emergency situations and develops response protocols.

Elements of the Department's cybersecurity program include ongoing monitoring, regular staff training and a robust defense-in-depth strategy, as well as other cybersecurity and operational safeguards such as performance of periodic security risk assessments and gap analyses to identify security strengths and vulnerabilities; practices for the backup and recovery of data; security awareness training, and response plans.

The Department also collaborates with federal and state partners and other public and private third parties to assess vulnerabilities, share information and actively detect and manage risks. However, there can be no assurance that any existing or additional safety and security measures will prove adequate in the event that cyberattacks or military conflicts or terrorist activities (including cyber terrorism) are directed against the Power System.

Attacks, especially zero-day exploits directed at critical electric sector operations could damage generation, transmission or distribution assets, cause operational malfunctions and outages, and result in costly recovery and remediation efforts. Further, cyberattacks are becoming more sophisticated and certain cyber incidents, such as surveillance, may remain undetected for an extended period. United States government agencies have in the past issued warnings indicating that critical infrastructure sectors such as the electric grid may be specific targets of cybersecurity threats. The costs of security measures or of remedying physical and/or cybersecurity breaches could be material.

Seismic Activity; Natural Disasters

Seismic Considerations. The City and the Owens River and Mono Basin areas are located in regions of seismic activity. The principal earthquake fault in the Los Angeles area is the San Andreas Fault, which extends an estimated 700 miles from north of the San Francisco area to the Salton Sea. At its nearest point to the City, the San Andreas Fault is about 35 miles north of the Los Angeles Civic Center.

In March 2015, the Uniform California Earthquake Rupture Forecast (the “2015 Earthquake Forecast”) was issued by the Working Group on California Earthquake Probabilities. Organizations sponsoring the Working Group on California Earthquake Probabilities include the U.S. Geological Survey, the California Geological Survey, the Southern California Earthquake Center and the California Earthquake Authority. According to the 2015 Earthquake Forecast, the probability of a magnitude 6.7 or larger earthquake over the next 30 years (from 2014) striking the greater Los Angeles area is 60%. From the Uniform California Earthquake Rupture Forecast published in April 2008 (the “2008 Earthquake Forecast”), the estimated rate of earthquakes around magnitude 6.7 or larger decreased by about 30%. However, the estimate for the likelihood that the State will experience a magnitude 8.0 or larger earthquake in the next 30 years (from 2014) increased from about 4.7% in the 2008 Earthquake Forecast to about 7.0% in the 2015 Earthquake Forecast. The 2015 Earthquake Forecast considered more than 250,000 different fault-based earthquakes, including multi-fault ruptures, whereas the 2008 Earthquake Forecast considered approximately 10,000 different fault-based earthquakes.

While it is impossible to accurately predict the cost or effect of a major earthquake on the Power System or to predict the effect of such an earthquake on the Department’s ability to provide continued uninterrupted service to all parts of the Department’s service area, there have been various studies conducted to assist the Department in assessing seismic risks. Based on these studies, the Department completed numerous projects designed to mitigate seismic risks and seismically strengthen Power System infrastructure and facilities. Projects include landslide repairs and bank replacements, the placement of spare transformers and the installation of generating peaking units at the Valley Generating Station and Haynes Generating Station to provide peaking capacity and the ability for generating units to go from a shutdown condition to an operating condition and start delivering power without assistance from the power grid. No studies have been conducted or commissioned by the Department outside of the State. See “THE DEPARTMENT – Insurance.”

Natural Disasters Generally. California is subject to geotechnical and extreme weather conditions which represent potential safety hazards, including expansive soils, wildfires, floods, high winds and areas of potential liquefaction and landslide. Identified hazards that pose a risk to the City include, but are not limited to, earthquake, adverse weather, drought, flood, coastal flood and erosion, tsunamis, wildfires, and sea-level rise. Natural disasters, severe weather-related events (which have increasingly common), or man-made disasters or accidents, could cause significant damage to or failure of Power System infrastructure or otherwise interrupt operation of the Power System and thereby impair the ability of the Department to generate revenues. The severity and/or frequency of natural disaster occurrences may be exacerbated by the impacts of climate change.

The Department is still assessing the damage and impacts to the Power System as a result of the wildfire and windstorm event that occurred in the City in January 2025. See “THE DEPARTMENT – Los Angeles 2025 Wildfire Event” for additional information regarding this event.

Global Health Emergencies; COVID-19 Pandemic

A pandemic, epidemic or outbreak of an infectious disease can have significant adverse health and financial impacts on global and local economies. For example, beginning in 2020, the COVID-19 pandemic negatively affected economic activity throughout the world, including the United States and the State of California. The initial impacts of stay-at home orders globally were unprecedented, with commerce, travel, asset values and financial markets experiencing disruptions worldwide. The COVID-19 pandemic impacted the Department in certain respects; however, there was not a material adverse impact to the Power System’s operations or its ability to meet its financial obligations as a result of the COVID-19 pandemic. Certain employees of electric and water utility systems, like the Department, are considered essential workers and were exempt from the “stay at home” and “safer at home” orders issued by the State, the County and the City, and therefore, the Department continued to fully provide power and water services to its customers throughout the pandemic. In response to the COVID-19 outbreak, the Department implemented a number of temporary measures intended to mitigate operational and financial impacts to the Department, and to assist the Department’s customers. In light of the measures taken by the Department to mitigate the economic impact of COVID-19 on its customers, including extended payment options and deferrals of disconnections of water and power services for non-payment, the Department has experienced and may continue to experience an increase

in delinquent accounts and increase of uncollectible accounts. See “ELECTRIC RATES – Billings and Collections – *COVID-19 Effects*.”

The declarations of the COVID-19 pandemic as a public health emergency have been lifted. However, future pandemics and other widespread public health emergencies can and do arise from time to time. No assurance can be given that the operations or finances of the Power System will not be negatively affected in the event that the pandemic and its consequences again become more severe or another national or localized outbreak of highly contagious or epidemic disease occurs in the future.

Other General Factors

The electric utility industry in general has been, or in the future may be, affected by a number of factors which could impact the financial condition and competitiveness of many electric utilities, including the Department, and the level of utilization of generation and transmission facilities. Such factors (a number of which are further discussed elsewhere herein), include, among others:

- Effects of compliance with rapidly changing environmental, safety, licensing, regulatory and legislative requirements;
- Changes resulting from conservation and demand side management programs on the timing and use of energy;
- Effects on the integration and reliability of the power supply from the increased usage of renewables;
- Changes resulting from a national energy policy;
- Effects of competition from other electric utilities (including increased competition resulting from mergers, acquisitions and strategic alliances of competing electric and natural gas utilities and from competitive transmitting of less expensive electricity from much greater distances over an interconnected system) and new methods of, and new facilities for, producing low-cost electricity;
- The repeal of certain federal statutes that would have the effect of increasing the competitiveness of many investor-owned utilities;
- Increased competition from independent power producers and marketers, brokers and federal power marketing agencies;
- “Self-generation” or “distributed generation” (such as microturbines, fuel cells, and solar installations) by industrial and commercial customers and others;
- Issues relating to the ability to issue tax-exempt obligations, including restrictions on the ability to sell to nongovernmental entities electricity from generation projects and transmission line service from transmission projects financed with outstanding tax-exempt obligations;
- Effects of inflation on the operating and maintenance costs of an electric utility and its facilities;
- Changes from projected future load requirements;
- Increases in costs and uncertain availability of capital;
- Shifts in the availability and relative costs of different fuels (including the cost of natural gas and coal);

- Financial difficulties, including bankruptcy, of fuel suppliers, or renewable energy suppliers, and other electric market participants;
- Changes in the electric market structure for neighboring electric grids such as the EIM operated by the Cal ISO;
- Sudden and dramatic increases in the price of energy purchased on the open market that may occur in times of high peak demand in an area of the country experiencing such high peak demand, such as has occurred in the State;
- Inadequate risk management procedures and practices with respect to, among other things, the purchase and sale of energy and transmission capacity;
- Other legislative changes, voter initiatives, referenda and statewide propositions;
- Effects of changes in the economy, population and demand of customers in the Department's service area;
- Effects of possible manipulation of the electric markets;
- Acts of terrorism or cyberterrorism;
- Impacts of climate change;
- The outbreak of another infectious disease such as the COVID-19 pandemic impacting the global, national or local economy or a utility's service area;
- Impacts of natural disasters or other physical calamities, including but not limited to, earthquakes, floods and wildfires, and potential liabilities of electric utilities in connection therewith;
- Adverse impacts to the market for insurance relating to recent wildfires and other calamities, leading to higher costs or prohibitively expensive coverage, or limited or unavailability of coverage for certain types of risk; and
- Legislation or court actions allowing City residents and/or businesses to purchase power from sources outside the Department.

Any of these factors (as well as other factors) could have an adverse effect on the financial condition of any given electric utility, including the Department.

LITIGATION

Litigation Against the City and the Department Related to the Los Angeles 2025 Wildfire Event

Multiple lawsuits have been filed against the City and the Department by property owners whose properties were damaged in the Palisades Fire. All of the Complaints bring claims under the doctrine of inverse condemnation. The doctrine of inverse condemnation is a "takings clause" cause of action under the State and federal constitutions that entitles property owners to just compensation if their private property is damaged by a public use. One of the Complaints also brings a number of tort claims, including negligence and vicarious liability, dangerous condition of public property, trespass, private nuisance, public nuisance, negligent infliction of emotional distress and inference with prospective economic advantage. Certain other plaintiffs have indicated that they intend to bring tort claims as well.

The existing lawsuits consist of a number of state court actions filed on behalf of approximately 776 individual plaintiffs, as of April 18, 2025. The cases are pending in the Los Angeles Superior Court. The plaintiffs in the lawsuits generally allege, among other things, that: (1) the Department failed to properly maintain its water system for the purpose of fighting fires (and specifically that it failed to properly maintain the Santa Ynez Reservoir and, in certain of such cases, the Chautauqua Reservoir), (2) the Department chose to design its water system for urban use, not to fight wildfires, (3) after the fire ignited, the Department failed to de-energize its distribution and transmission electrical facilities, which resulted in its overhead power lines arcing and power poles breaking, causing additional fires, and (4) the Palisades Fire was foreseeable in light of data about the history of fires in the area, current fire risk and weather. Some of the lawsuits allege that Department Power System facilities caused secondary ignitions in the Palisades. The plaintiffs are seeking compensation for damages including, but not limited to, lost or damaged property, lost income or wages, and attorney's fees, and in certain of the cases loss of use/marketability of property, emotional distress, and punitive damages. The existing lawsuits do not contain a specific dollar amount of damages alleged, and the cases are not yet at a stage where it is possible to reasonably estimate the potential financial exposure to the City or the Department. The City and the Department deny all liability claims.

With respect to the lawsuits referred to above, as of April 18, 2025, 14 of such lawsuits ((1) *AFN Development, et al. v. City of Los Angeles, et al.*; (2) *Boyle Law PC, et al. v. City of Los Angeles, et al.*; (3) *Laurient, et al. v. City of Los Angeles, et al.*; (4) *Lippin, et al. v. City of Los Angeles, et al.*; (5) *Lobl, et al. v. City of Los Angeles, et al.*; (6) *Marr, et al. v. City of Los Angeles, et al.*; (7) *McCormick, et al. v. City of Los Angeles, et al.* (8) *Morrissey, et al. v. City of Los Angeles, et al.*; (9) *Perkal, et al. v. City of Los Angeles, et al.*; (10) *Sallus, et al., v. City of Los Angeles*; (11) *Samaan, et al., v. City of Los Angeles*; (12) *Schwartz, et al., v. City of Los Angeles*; (13) *Silver, et al., v. City of Los Angeles, et al.*; and (14) *Smith, et al. v. City of Los Angeles, et al.*) include allegations that the Department's Power System facilities were a source of additional ignitions of the Palisades Fire. The ATF is leading an investigation into the cause of the Palisades Fire, and such investigation is ongoing. The Department has provided information to the ATF and other agencies in connection with their investigations. The ATF has examined the Department's overhead transmission facilities that are near, but outside of, the area where the Palisades Fire reportedly ignited. To the present date, neither the ATF nor any other investigating authority has issued a cause and origin report identifying the source of the Palisades Fire, and no investigating authority has indicated that the Power System facilities were involved in the ignition of the Palisades Fire or have asked the Department to preserve any of its electrical facilities in the area.

The City and the Department intend to vigorously defend against all of these lawsuits, but cannot predict the outcome of these cases. See also "THE DEPARTMENT – Los Angeles 2025 Wildfire Event."

Other Matters Related to the Power System

General. A number of claims and suits are pending against the Department or that directly affect the Department with respect to the Power System for alleged damages to persons and property and for other alleged liabilities arising out of its operations. Certain of these suits are described below. In the opinion of the Department, any ultimate liability which may arise from any of the pending claims and suits related to the Power System described below are not expected to materially impact the Power System's financial position, results of operations, or cash flows.

Other Power System-Related Wildfire Litigation. In recent years, there has been an increase in the number and the severity of wildfires in the State. Due to this increase of fire activity, there has been an increase in litigation filed against power utilities that own and operate generating stations, distribution lines, and transmission lines throughout the State. The Department is a named party in cases relating to the Creek fire, which ignited on December 5, 2017, and the Getty fire, which ignited on October 28, 2019. The Department denies liability for the ignition of the Creek fire. With respect to the Getty fire, settlement agreements have been entered into with the plaintiffs and third party claims are being pursued as described below.

Creek Fire. Regarding the Creek fire, the Department has a number of cases pending in the Los Angeles Superior Court. The state court cases are brought by attorneys representing individual plaintiffs for alleged property damage and business losses. The cases have all been consolidated for litigation with a single judge. Edison is also a party in the state court cases, and is a focus of the fire ignition. Edison was named as a co-defendant by the individual plaintiff and insurance subrogation plaintiffs. Edison has filed an indemnity cross-complaint against the Department. All equitable allegations/comparative fault allegations would be part of the state court trial. On September 15, 2023, as a result of the court's ruling on a joint motion by the Department and Edison to dismiss certain plaintiff cases, a significant number of individual plaintiff cases were dismissed, leaving approximately 300 individual plaintiff cases. The dismissals significantly reduce the Department's financial exposure for the wildfire.

Both the insurance subrogation plaintiffs and almost all of the individual plaintiffs have settled with Edison. All individual plaintiffs have dismissed their claims against the Department and the Court has issued an order barring the individual plaintiffs or Edison from pursuing these affirmative claims against the Department. The remaining individual plaintiffs (five in total for a single household) who have not settled with Edison have entered into a stipulated judgment with Edison whereby Edison accepts a judgment against it for damages without admitting liability. A damages trial is scheduled for June 2, 2025. Edison has a pending cross-complaint against the Department for equitable indemnity and contribution and will seek to recover the monies from the Department which it pays out in settlements and any verdict.

If liability is found against the Department in connection with the Creek fire, an accurate exposure amount cannot now be estimated. However, the cumulative alleged damages in the pending state court cases, which now include only individual plaintiff cases and a reduced number of plaintiffs, is within the Department's insurance coverage for this matter. The Department has insurance coverage for this matter in the amount of \$185 million with a \$3 million self-insured retention.

Getty Fire. The Power System matters associated with the Getty fire currently involve multiple cases all alleging inverse condemnation and tort causes of action. The state court actions were filed on behalf of individual plaintiffs and insurance subrogation parties. The cases are pending in the Los Angeles Superior Court Complex Division with all cases ordered consolidated/related before a single judge.

Cross-complaints have been filed by the Department naming the adjacent property owner C&C Mountaingate, Inc., and Department tree vegetation contractor Utility Tree Service, LLC and its subcontractor, Tree Service Kings, Inc.

On or about October 16, 2023, the Department settled with the insurance subrogation plaintiffs for \$36.35 million, which is finalized. On or about October 2, 2024, the Department settled with the individual plaintiff group for \$45.36 million, which is in the process of being paid out. The Department has insurance coverage with a \$3 million self-insured retention for this matter. Thus, the Department is responsible for \$3 million of the settlement amounts; the rest is covered by insurance.

For details regarding the extent of the Department's current insurance, see "THE DEPARTMENT – Insurance." As discussed under "FACTORS AFFECTING THE DEPARTMENT AND THE ELECTRIC UTILITY INDUSTRY – California Climate Change Policy Developments – *Legislation and Court Action Relating to Wildfires*," legislation addressing the State's inverse condemnation and "strict liability" issues for utilities in the context of wildfires in particular could have a significant effect on the electric utility industry, including the Department.

APPENDIX B INTERMOUNTAIN POWER AGENCY AND THE INTERMOUNTAIN POWER PROJECT

INTRODUCTION

Intermountain Power Agency

Intermountain Power Agency (the “Agency”) was organized in June 1977 by several Utah municipalities under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), and pursuant to the Intermountain Power Agency Organization Agreement, dated May 10, 1977 (as amended, the “Intermountain Power Agency Organization Agreement”). This Appendix does not purport to cover all aspects of the Agency or the Intermountain Power Project (“IPP”). Except as set forth in “UPDATE INFORMATION” below, for important financial, operating and other information regarding the Agency, see the Agency’s Annual Disclosure Report filed with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system (“EMMA”) (the “Agency Annual Filing”). A copy of the Agency Annual Filing may be obtained from EMMA. Each term used but not otherwise defined in this Appendix has the meaning ascribed to such term in the Agency Annual Filing.

The IPP Purchasers and the Renewal IPP Purchasers

Power Sales Contracts. The Agency has sold the entire capability of IPP through June 15, 2027 to 35 entities (the “IPP Purchasers”) on a “take-or-pay” basis pursuant to separate power sales contracts between the Agency and each IPP Purchaser (which power sales contracts, as amended, are referred to herein as the “Power Sales Contracts”). The IPP Purchasers are 35 utilities consisting of the Department of Water and Power of The City of Los Angeles (the “Department”) and the California cities of Anaheim, Riverside, Burbank, Glendale and Pasadena (together with the Department, collectively, the “Original California Purchasers”); the 23 members of the Agency (collectively, the “Utah Municipal Purchasers”); and six rural electric cooperatives serving loads in the States of Utah, Arizona, Colorado, Nevada and Wyoming (collectively, the “Cooperative Purchasers” and, together with the Utah Municipal Purchasers, collectively, the “Utah Purchasers”). The Original California Purchasers, the Utah Municipal Purchasers and the Cooperative Purchasers have contracted, pursuant to their Power Sales Contracts, to purchase 78.943%, 14.040% and 7.017%, respectively, of the net capability of the Generation Station. For information regarding the respective rights, duties and obligations of the IPP Purchasers under the Power Sales Contracts, see “INTRODUCTION – The Power Purchasers and the Renewal Power Purchasers” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Power Sales Contracts” in the Agency Annual Filing.

Renewal Power Sales Contracts. The Agency has sold the entire capability of IPP for the period beginning on June 16, 2027 (the “Transition Date”) and ending on June 15, 2077 to 30 entities (the “Renewal IPP Purchasers”) on a “take-or-pay” basis pursuant to separate renewal power sales contracts between the Agency and each Renewal IPP Purchaser (which renewal power sales contracts, as amended, are referred to herein as the “Renewal Power Sales Contracts”). The Renewal IPP Purchasers are 30 utilities consisting of the Department and the California cities of Burbank and Glendale (collectively, the “California Renewal Purchasers”); the 21 entities that will remain as members of the Agency from and after June 16, 2027 (collectively, the “Utah Municipal Renewal Purchasers”); and the six Cooperative Purchasers (together with the Utah Municipal Renewal Purchasers, collectively, the “Utah Renewal Purchasers”). The California Renewal Purchasers, the Utah Municipal Renewal Purchasers and the Cooperative Purchasers have contracted, pursuant to their Renewal Power Sales Contracts, to purchase 78.943%, 13.975% and 7.082%, respectively, of the net capability of the Generation Station. For information regarding the respective rights, duties and obligations of the Renewal IPP Purchasers under the Renewal Power Sales Contracts, see

“INTRODUCTION – The Power Purchasers and the Renewal Power Purchasers” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Renewal Power Sales Contracts” in the Agency Annual Filing.

Excess Power Sales Agreement. Pursuant to the Excess Power Sales Agreement referred to in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Excess Power Sales Agreement” in the Agency Annual Filing (as amended, the “Excess Power Sales Agreement”), through June 15, 2027, the Utah Purchasers have sold to the Department and the California cities of Pasadena, Burbank and Glendale (collectively, the “Excess IPP Purchasers”) their entitlements to the use of the capability of IPP except for any portion of any such entitlement that a Utah Purchaser has, from time to time, recalled under the Excess Power Sales Agreement. So long as no such recall is in effect, the Original California Purchasers are committed to take or pay for 100% of the capability of the Generation Station, *provided, however*, the Utah Purchasers remain, and will remain, primarily obligated to the Agency under their respective Power Sales Contracts to pay for IPP capability they have sold to the Excess IPP Purchasers, but are discharged from such obligation to the extent the Excess IPP Purchasers make payments to the Agency on their behalves pursuant to the Excess Power Sales Agreement. However, to the extent set forth in the table entitled “Percentages of Capability of Generation Station to be Purchased,” set forth in the section of the Agency Annual Filing captioned “INTRODUCTION – The Power Purchasers and the Renewal Power Purchasers,” certain of the Utah Purchasers have recalled portions of their entitlements to the use of the capability of IPP. While such recall, or any recall that the Utah Purchasers may elect to make hereafter, is in effect, the percentage of the capability of the Generation Station that the Excess IPP Purchasers will be committed to take or pay for shall be reduced by the percentage of capability of the Generation Station that has been recalled, and each recalling Utah Purchaser will be the only IPP Purchaser committed to take or pay for the percentage of capability so recalled by such IPP Purchaser. The Utah Purchasers may, subject to the lead times and other requirements of the Excess Power Sales Agreement, recall from the Excess IPP Purchasers all or any portion of the Utah Purchasers’ aggregate 21.057% entitlements to the use of the capability of IPP.

For a description of the obligations of the respective IPP Purchasers to take or pay for capability of IPP, and the rights of the Utah Purchasers to recall capability of IPP, see “INTRODUCTION – The Power Purchasers and the Renewal Power Purchasers” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Power Sales Contracts” and “– Excess Power Sales Agreement” in the Agency Annual Filing.

Agreement for Sale of Renewal Excess Power. Pursuant to the Agreement for Sale of Renewal Excess Power referred to in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Agreement for Sale of Renewal Excess Power” in the Agency Annual Filing, for 50 years from and after the Transition Date, the Utah Renewal Purchasers have sold to the Department their entitlements to the use of the capability of IPP except for any portion of any such entitlement that a Utah Renewal Purchaser may, from time to time, recall under the Agreement for Sale of Renewal Excess Power.

IPP and the Generation Renewal Project

IPP. The Agency has acquired and constructed and is operating IPP, which consists of (i) a two-unit coal-fired steam-electric generating plant with a net rating of 1,800 MW (the “Intermountain Generating Station”) and a switchyard (the “Switchyard”), located near Lynndyl, in Millard County, Utah, (ii) a ± 500 -kV direct current transmission line approximately 490 miles in length from and including the Intermountain Converter Station (an alternating current/direct current converter station adjacent to the Switchyard) to and including a corresponding converter station at Adelanto, California (collectively, the “Southern Transmission System”), (iii) two 50-mile 345-kV alternating current transmission lines from the

Switchyard to the Mona Switchyard in the vicinity of Mona, Utah and a 144-mile 230-kV alternating current transmission line from the Switchyard to the Gonder Switchyard near Ely, Nevada (collectively, the “Northern Transmission System”), (iv) a microwave communications system, (v) a railcar service center located in Springville, in Utah County, Utah (the “Railcar Service Center”) and (vi) certain water rights and coal supplies (which water rights and coal supplies, together with the Intermountain Generating Station, the Switchyard and the Railcar Service Center, are referred to herein collectively as the “Generation Station”). The operation and maintenance of IPP are being managed for the Agency by the Department in its capacity as Operating Agent.

The Agency is in the process of constructing, installing and updating gas units and related facilities to replace the IPP coal units as the source of generation of electricity at IPP. The construction of the Gas Repowering portion of the Generation Renewal Project is anticipated to be completed after the originally scheduled date of July 1, 2025 (during the fourth calendar quarter of 2025). The Agency continues to assess the potential impact of the delay in the scheduled completion of that portion of the Generation Renewal Project. See “INTRODUCTION – The Project and the Generation Renewal Project” in the Agency Annual Filing for a description of (i) the operating history of IPP and (ii) the construction and installation of the Generation Renewal Project, including the Hydrogen Facilities.

STS Renewal Project

The Coordinating Committee and the Agency also have approved the STS Renewal Project as a capital improvement plan for the Southern Transmission System consisting of the replacement, renewal, and expansion of AC switchyards, reactive power equipment and associated facilities at the Adelanto Converter Station and the Intermountain Converter Station, the Cost of Acquisition and Construction (as defined in the Power Sales Contracts) for which is expected to be funded through payments-in-aid of construction to be made by the Southern California Public Power Authority (“SCPPA”) to the Agency from the proceeds of bonds or other obligations of SCPPA issued and to be issued for such purpose, for the benefit of the Original California Purchasers. See [“INTRODUCTION - Background; Development of the Southern Transmission System and Related Contracts” and “SOUTHERN TRANSMISSION SYSTEM AND THE PROJECT”] in the Official Statement to which this Appendix is attached. As a result, it is not anticipated that such Cost of Acquisition and Construction of the STS Renewal Project will be paid from the proceeds of the Agency’s Bonds or other obligations. The Agency will, however, be responsible for funding a portion of the shared costs incurred with respect to both the Gas Repowering and the STS Renewal Project.

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UPDATE INFORMATION

The following information set forth in this Appendix B updates, modifies, supersedes and supplements portions of the Agency Annual Filing, as indicated below:

1. RISK FACTORS

The third and fourth paragraphs under the section captioned “RISK FACTORS – Permits” in the Agency Annual Filing are replaced in their entirety by the following:

Prior to the statutory deadline, DADA submitted an application for operation of both of the Agency’s coal units, amending the provisions of the Agency’s existing permit that require the coal units to cease operation following commercial operation of the Agency’s natural gas units. The DADA application contemplated operation of the natural gas units at 100% of their design capacity and operation of the coal units at a 60% capacity factor. In a letter dated January 22, 2025, UDAQ reported to DADA that UDAQ had reviewed the DADA application for completeness and to determine if the application satisfied the conditions to issuance of the requested permit. UDAQ further reported in the letter that, if officially submitted by the Agency, UDAQ “could approve a similar application based on the information included” in the application submitted by DADA.

Although Utah law does not explicitly require the Agency to submit such an application, in light of the Utah Legislature’s stated intent to preserve the coal units for future operation, and demonstrated willingness to take action if the Agency does not submit such an application, [the Agency has submitted an application to amend its existing permit to construct the natural gas units as part of the Gas Repowering (the existing permit being the “Transition Permit”) to allow the coal units to resume operation at a date after the natural gas units commence commercial operation (the Transition Permit, as so amended, being the “Alternative Permit”). The Agency’s application for the Alternative Permit requests:

- removal of the condition in the Transition Permit requiring that the coal units cease operation following commercial operation of the natural gas units (although because of multiple factors, the coal units will cease operating for at least some period following the natural gas units achieving commercial operation);
- requests approval of an alternative operating scenario in which both of the coal units could be operated at up to a 57% capacity factor (representing a slight reduction from the capacity factor requested in the DADA application); and
- provides that such alternative operating scenario would be effective following notice of the Agency’s election to resume operation of the coal units.

H.B. 70 provides, however, that even after issuance of the Alternative Permit, the Transition Permit, including the requirement that the coal units cease operation and be placed in maintenance status, will remain in effect until the Agency sells the coal units or both (i) the resolution of all administrative and judicial challenges to the Alternative Permit and (ii) the expiration of the applicable limitations period to file such challenges. Accordingly, the Agency does not anticipate that the coal units will resume operation while the Agency continues to own the coal units. In fact, H.B. 70 contemplates that the Utah Energy Council, as established by H.B. 70, will take title to and contract with a third party for the operation of one or both of the coal units. The Agency cannot predict at this time whether the Alternative Permit will be issued, whether the Alternative Permit will survive any legal challenges that may be filed,

or the extent of the impact on the Project of any of the foregoing or the operation of the coal units pursuant to the Alternative Permit. See “ELECTRIC INDUSTRY RESTRUCTURING – Utah Electric Energy Actions – S.B. 161 and H.B. 3004” herein.

2. ELECTRIC INDUSTRY RESTRUCTURING

The fourth and fifth paragraphs under the section captioned “ELECTRIC INDUSTRY RESTRUCTURING – Utah Electric Energy Actions – S.B. 161 and H.B. 3004” in the Agency Annual Filing are replaced in their entirety by the following:

S.B. 161 and H.B. 3004 directed UDAQ to review DADA’s application to determine whether a permit would be issued if the Agency had submitted the application. In a letter dated January 22, 2025, UDAQ reported to DADA that UDAQ had reviewed the DADA application for completeness and to determine if the application satisfied the conditions to issuance of the requested permit. UDAQ further reported in the letter that, if officially submitted by the Agency, UDAQ “could approve a similar application based on the information included” in the application submitted by DADA.

Although Utah law does not explicitly require the Agency to submit such an application, in light of the Utah Legislature’s stated intent to preserve the coal units for future operation, and demonstrated willingness to take action if the Agency does not submit such an application, the Agency has submitted an application for an Alternative Permit. The Agency’s application for the Alternative Permit requests:

- removal of the condition in the Transition Permit requiring that the coal units cease operation following commercial operation of the natural gas units (although because of multiple factors, the coal units will cease operating for at least some period following the natural gas units achieving commercial operation);
- requests approval of an alternative operating scenario in which both of the coal units could be operated at up to a 57% capacity factor (representing a slight reduction from the capacity factor requested in the DADA application); and
- provides that such alternative operating scenario would be effective following notice of the Agency’s election to resume operation of the coal units.

H.B. 70 provides, however, that even after issuance of the Alternative Permit, the Transition Permit, including the requirement that the coal units cease operation and be placed in maintenance status, will remain in effect until the Agency sells the coal units or both (i) the resolution of all administrative and judicial challenges to the Alternative Permit and (ii) the expiration of the applicable limitations period to file such challenges. Accordingly, the Agency does not anticipate that the coal units will resume operation while the Agency continues to own the coal units. In fact, H.B. 70 contemplates that the Utah Energy Council, as established by H.B. 70, will take title to and contract with a third party for the operation of one or both of the coal units. The Agency cannot predict at this time whether the Alternative Permit will be issued, whether the Alternative Permit will survive any legal challenges that may be filed, or the extent of the impact on the Project of any of the foregoing or the operation of the coal units pursuant to the Alternative Permit. See “ELECTRIC INDUSTRY RESTRUCTURING – Utah Electric Energy Actions – S.B. 161 and H.B. 3004” herein.

The first paragraph under the section captioned “ELECTRIC INDUSTRY RESTRUCTURING – Utah Electric Energy Actions –H.B. 70” in the Agency Annual Filing is replaced in its entirety by the following:

H.B. 70. During its 2025 General Session, the Utah Legislature enacted H.B. 70. The bill became effective on March 24, 2025.

3. ENVIRONMENTAL AND HEALTH FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

The fifth and sixth paragraphs under the section captioned “ENVIRONMENTAL AND HEALTH FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY – Air Emissions – New Source Review” in the Agency Annual Filing is replaced in its entirety by the following:

The legislation also provided for the evaluation of the application by UDAQ within thirty days of the receipt of such application under the State’s existing rules based on updated “assumptions, modeling and requirements,” as if the Agency had submitted the application. In a letter dated January 22, 2025, UDAQ reported to DADA that UDAQ had reviewed the DADA application for completeness and to determine if the application satisfied the conditions to issuance of the requested permit. UDAQ further reported in the letter that, if officially submitted by the Agency, UDAQ “could approve a similar application based on the information included” in the application submitted by DADA.

Although Utah law does not explicitly require the Agency to submit such an application, in light of the Utah Legislature’s stated intent to preserve the coal units for future operation, and demonstrated willingness to take action if the Agency does not submit such an application, the Agency has submitted an application for an Alternative Permit. The Agency anticipates that a third party unaffiliated with the Agency would own and operate the coal units. H.B. 70 contemplates that the Agency will sell the coal units prior to the coal units resuming operation following commercial operation of the natural gas units. H.B. 70 also provides that a newly established Utah Energy Council will take title to and contract with a third party for the operation of one or both of the coal units. The Agency cannot predict at this time the impact on the Project of this permitting process or the operation of the coal units pursuant to an amended permit for the Project. See “ELECTRIC INDUSTRY RESTRUCTURING – Utah Electric Energy Actions – H.B. 70” herein.

The last paragraph under the section captioned “ENVIRONMENTAL AND HEALTH FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY – Waste Management” in the Agency Annual Filing is replaced in its entirety by the following:

A Utah law enacted during the 2024 general session and amended during a 2024 special session required DADA to submit an application by December 31, 2024 for the operation of one of the Project’s coal-fired units after July 2025 (the month by which the Agency has committed under the CCR Rule to retire the Project’s coal-fired units from service permanently). Although Utah law does not explicitly require the Agency to submit such an application, in light of the Utah Legislature’s stated intent to preserve the coal units for future operation, and demonstrated willingness to take action if the Agency does not submit such an application, the Agency has submitted an application for an Alternative Permit. The Agency anticipates that a third party unaffiliated with the Agency would own and operate the coal units. H.B. 70 contemplates that the Agency will sell the coal units prior to the coal units resuming operation following commercial operation of the natural gas units. H.B. 70 also provides that a newly established Utah Energy Council will take title to and contract with a third party for the operation of one

or both of the coal units. The Agency cannot predict at this time the impact on the Project of this permitting process or the operation of the coal units pursuant to an amended permit for the Project. The Agency cannot predict at this time the impact of this permitting process or the operation of the coal units pursuant to an amended permit on CCR compliance. See “ELECTRIC INDUSTRY RESTRUCTURING – Utah Electric Energy Actions – *S.B. 161 and H.B. 3004*” and “– *H.B. 70*” herein.

SUMMARY OF CERTAIN DOCUMENTS

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SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Indenture of Trust. This summary is not to be considered a full statement of the terms of the Indenture of Trust and accordingly is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not defined in this summary or in the Official Statement have the respective meanings set forth in the Indenture of Trust.

Definitions

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

Accountant's Certificate means a certificate signed by an independent certified public accountant of recognized national standing or a firm of independent certified public accountants or arbitrage rebate specialists (for purposes of the Indenture) of recognized national standing, selected by the Authority.

Accrued Debt Service means, as of any date of calculation, an amount equal to the sum of the amounts of Debt Service with respect to any Series, calculating the accrued Debt Service with respect to such Series at an amount equal to the sum of (i) interest on the Bonds of such Series accrued and unpaid and to accrue to the end of the then current calendar month and (ii) Principal Installments due and unpaid and that portion of the Principal Installment for such Series next due that is to become due (if deemed to become due in the manner set forth in the definition of Debt Service) by the end of such calendar month.

Act means the provisions relating to joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended from time to time, and any laws amendatory or supplemental thereto.

Agent Member means a member of, or participant in, the Securities Depository.

Aggregate Debt Service for any period means, as of any date of calculation, the sum of the amounts of Debt Service for such period with respect to all Series.

Annual Budget means the Annual Budget described in the Indenture and prepared pursuant to the Renewal Transmission Service Contracts, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in the Indenture.

Authority Agent means any agent appointed by the Authority pursuant to an agency agreement to act as an agent with respect to the Southern Transmission System.

Authority Expenses means the costs, expenses and fees incurred by the Authority in carrying out its duties, responsibilities and obligations, and exercising its rights, under the Act and the Renewal Transmission Project Agreements. These costs, expenses and fees will include but not be limited to the following:

(a) All costs and expenses incurred by the Authority pursuant to the Renewal Transmission Service Contracts.

(b) All costs and expenses (including those of the Authority's legal counsel) payable in accordance with the Renewal Transmission Service Contracts.

(c) All costs and expenses incurred by the Department of Water and Power of The City of Los Angeles pursuant to the Renewal Transmission Service Contracts.

(d) All costs related to the conducting of the business of the Authority with respect to Authority Capacity (including costs related to financing or refinancing) including salaries, fees for legal, engineering, financial and other services, insurance costs and all other expenses properly related to the conduct of such business.

Authority Operating Expenses means (i) Monthly Power Costs allocable to the Southern Transmission System, (ii) any other current expenses or obligations required to be paid by the Authority under the provisions of the Indenture or the Renewal Transmission Project Agreements or by law, all to the extent properly allocable to Authority Capacity, or required to be incurred under or in connection with the performance of the Renewal Transmission Service Contracts, (iii) the fees and expenses of the Fiduciaries, (iv) to the extent not provided for in the most recently approved construction budget, Authority Expenses, and (v) all other costs properly allocable to Authority Capacity. Authority Operating Expenses will not include any costs or expenses for new construction or any allowance for depreciation of the Southern Transmission System.

Authorized Authority Representative means (i) the President of the Authority, (ii) the Vice President of the Authority, (iii) the Executive Director of the Authority and (iv) any other officer or employee of the Authority (including any officer or employee of an Authority Agent) authorized to perform specific acts or duties by resolution duly adopted by the Authority (or, in the case of an Authority Agent, by the applicable agency agreement therefor).

Bank means the issuer of a Letter of Credit.

Bank Bonds means with respect to any Series of Bonds, Bonds purchased with the proceeds of moneys drawn by the Trustee under the Letter of Credit relating to such Series of

Bonds until the Trustee is authorized by the Bank providing the Letter of Credit to release or cancel such Bonds.

Board of Directors means the Board of Directors of the Authority, as constituted from time to time, or if said Board of Directors will be abolished, such other body or bodies succeeding to the principal functions thereof or to whom the power and duties granted or imposed by the Indenture will be given by law.

Bond or Bonds means any bonds, notes or other evidences of indebtedness, as the case may be, authenticated and delivered under and pursuant to the Indenture and the Act.

Bond Counsel mean a firm or firms of attorneys of recognized national standing in the field of law relating to municipal bonds selected by the Authority.

Bond Registrar means the Trustee and any other bank or trust company organized under the laws of any state of the United States of America, or national banking association, appointed by the Authority to perform the duties of Bond Registrar enumerated in the Indenture.

Business Day means, except as otherwise provided in a Supplemental Indenture with respect to any Series of Bonds, a day (i) other than a Saturday, Sunday or any other day on which banks located in the city in which the Corporate Trust Office of the Trustee or the Paying Agent is located are authorized or required by law to close, and (ii) on which the New York Stock Exchange is not closed.

Capital Improvements means the Capital Improvements (as defined in the Renewal Power Sales Contracts) to the extent related to the Southern Transmission System.

Code means the Internal Revenue Code of 1986.

Construction Fund means the Construction Fund established in the Indenture.

Corporate Trust Office means the Corporate Trust Office of the Trustee set forth in the Indenture; provided, however for registration, registration of transfer, exchange, payment and surrender of Bonds such term means care of the corporate trust operations office of U.S. Bank Trust Company, National Association in St. Paul, Minnesota or such other office designated in writing to the Authority by the Trustee from time to time.

Cost of Acquisition of Capacity will have the meaning ascribed thereto in the Renewal Transmission Service Contracts. For purposes of clarification only, Cost of Acquisition of Capacity includes without limitation Capital Improvement Acquisition and Construction Costs under and as defined in the Renewal Southern Transmission System Agreement.

Debt Service for any period means, as of any date of calculation and with respect to any Series, an amount equal to the sum of (i) interest accruing during such period on Outstanding Bonds of such Series, except to the extent that such interest is to be paid from deposits into the related Debt Service Account for such Series made from Bond proceeds and (ii) that portion of each Principal Installment of Outstanding Bonds of such Series that would become due during such period if such Principal Installment were deemed to become due daily in equal amounts from the next preceding Principal Installment due date for such Series (or, if there will be no such preceding Principal Installment due date, from a date one year preceding the due date of such Principal Installment or from the date of issuance of the Bonds of such Series, whichever date is

later); provided, however, that interest with respect to Paired Obligations will be deemed to accrue at the combined fixed rate of such Paired Obligations. Such interest and Principal Installments for such Series will be calculated on the assumption that no Bonds of such Series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof; provided, however, that if the Authority certifies to the Trustee that any Principal Installment and, if applicable, interest to accrue with respect to such Principal Installment is expected to be refunded on or prior to the due date therefor, no such amounts need be included in the calculation of Debt Service and set aside toward such Principal Installment and, if applicable, the interest thereon to be so refunded.

Debt Service Account means the Participating Bonds Debt Service Account or a Series Debt Service Account, as the context may require.

Debt Service Fund means the Debt Service Fund established in the Indenture.

Debt Service Reserve Account means the Participating Bonds Debt Service Reserve Account or a Series Debt Service Reserve Account, as the context may require.

Debt Service Reserve Account Policy means any surety bond, insurance policy, line of credit, letter of credit or similar instrument issued to the Trustee by an entity licensed to issue a surety bond, insurance policy, line of credit, letter of credit or similar instrument guaranteeing the timely payment of debt service on one or more Series of Bonds (such entity, a “municipal bond insurer”), which municipal bond insurer, at the time any such surety bond, insurance policy, line of credit, letter of credit or similar instrument is issued, will have its claims paying ability rated in not lower than the second highest rating category (without regard to any gradations within any such category) by at least two nationally-recognized credit rating agencies.

Debt Service Reserve Fund means the Debt Service Reserve Fund established in the Indenture.

Debt Service Reserve Requirement means, as of any date of calculation: (i) with respect to the Participating Bonds Debt Service Reserve Account, the amount, if any, specified as the Debt Service Reserve Requirement for all Participating Bonds in the first Supplemental Indenture relating to a Series of Bonds which are Participating Bonds; and (ii) with respect to any Series Debt Service Reserve Account, the amount, if any, specified as the Debt Service Reserve Requirement for the related Series of Bonds in the Supplemental Indenture establishing such Series Debt Service Reserve Account.

Defeasance Obligations means, except as otherwise provided in a Supplemental Indenture:

(i) non-callable, direct obligations of the United States of America, or obligations fully and unconditionally guaranteed as to payment of principal and interest by the United States of America including, but not limited to, the interest components of Resolution Funding Corporation securities and obligations of the United States Agency for International Development, and non-callable, senior debt obligations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Home Loan Bank System, and the Federal Farm Credit System (collectively, “Government Obligations”); or

(ii) 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 are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and (a) rated no lower than the then-current rating on direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by an agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), or (b)(1) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash and/or Government Obligations, which fund may be applied only to the payment of such principal of and interest 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 instructions, as appropriate, and (2) which fund is sufficient, as verified by a nationally recognized independent certified public accountant or independent arbitrage consultant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate.

Drawing, with respect to any Letter of Credit, will have the meaning given to such term in the Supplemental Indenture authorizing the issuance of the Series of Bonds to which such Letter of Credit relates.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Securities Depository for the Bonds.

Existing Southern Transmission System Agreement means the Southern Transmission System Agreement, dated as of May 1, 1983, entered into between the Authority and IPA, as heretofore amended and supplemented (including by the Second Amendment to Southern Transmission System Agreement) and as the same may be hereafter amended or supplemented.

Event of Default will have the meaning given to such term in the Indenture.

Fiduciary or Fiduciaries means the Trustee, the Bond Registrar, the Paying Agent, or any or all of them, as may be appropriate.

Fiscal Year means the twelve-month period commencing at 0000 hours on July 1 of each year and ending at 2400 hours on the following June 30 or such other 12-month period as the Authority may adopt as its Fiscal Year.

Fitch means Fitch Ratings, Inc. or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency (other than Moody's and S&P) as may be designated in writing by the Authority.

Fund or Funds means, as the case may be, each or all of the Funds established in the Indenture.

General Reserve Fund means the General Reserve Fund established in the Indenture.

Indenture means the Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms hereof.

Information Services means the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board, at www.emma.msrb.org and in accordance with then current guidelines of the Securities and Exchange Commission, Information Services will also mean such other organizations providing information with respect to called bonds as the Authority may designate in writing to the Trustee.

Interim Revenues Provision has the meaning assigned to it in the Existing Southern Transmission System Agreement .

Interim Revenues means all revenues of the Authority (which are assigned under the Indenture to the Trustee) under the Interim Revenues Provision.

Interest Payment Date means with respect to any Series of Bonds, the dates specified as such, or determined as provided, in the Supplemental Indenture providing for the issuance of such Series of Bonds.

Investment Securities means and include (i) any of the securities that are at the time of purchase legal for investment of the Authority’s funds under applicable law (including California Government Code Sections 53601 and 53635); (ii) investment agreements (including, but not limited to, guaranteed investment contracts, repurchase agreements, forward purchase agreements and reserve fund put agreements) with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a monoline financial guaranty insurance company, claims paying ability of the guaranty for which, is rated at the time of execution of such investment agreement in not lower than the second highest rating category (without regard to any gradations within any such category) by at least two nationally-recognized credit rating agencies or at such lower rating as permitted by the then current investment policies of the Authority; or (iii) other forms of investment for which confirmation is received from each Rating Agency then rating any of the Bonds that such investment will not adversely affect such Rating Agency’s rating on such Bonds.

IPA means Intermountain Power Agency, a political subdivision of the State of Utah.

Letter of Credit means, with respect to any Series of Bonds, a lending, liquidity or credit facility or agreement as provided in the Supplemental Indenture authorizing such Series of Bonds.

Letter of Credit Account means each Account (if any) so designated within the Debt Service Fund and established by a Supplemental Indenture with respect to a Series of Bonds to which a Letter of Credit relates.

Maximum Interest Rate means, with respect to any particular Variable Interest Rate Bonds, a numerical rate of interest, which will be set forth in the Supplemental Indenture authorizing such Bonds, that will be the maximum rate of interest such Bonds may at any time bear.

Minimum Interest Rate means, with respect to any particular Variable Interest Rate Bonds, a numerical rate of interest, which may (but need not) be set forth in the Supplemental Indenture authorizing such Bonds, that will be (if so set forth in such Supplemental Indenture) the minimum rate of interest such Bonds may at any time bear.

Monthly Power Costs will have the meaning ascribed thereto in the Renewal Power Sales Contracts.

Moody's means Moody's Investors Service, Inc. or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency (other than S&P and Fitch) as may be designated in writing by the Authority.

Operating Fund means the Operating Fund established in the Indenture.

Opinion of Bond Counsel means an opinion signed by Bond Counsel.

Outstanding, when used with reference to Bonds, means, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Indenture except for:

(i) Bonds cancelled by the Trustee on or prior to such date;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest, if any, to the date of maturity or redemption date, will be held in trust under the Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption will have been given as in Article IV provided or provision satisfactory to the Trustee will have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds will have been authenticated and delivered pursuant to the Indenture; and

(iv) Bonds deemed to have been paid as provided in the Indenture.

Owner means each person or entity who is the registered owner of any Bond or Bonds.

Paired Obligations means any one or more Series (or portions thereof) of Bonds, designated as Paired Obligations, that are simultaneously issued or incurred (i) the principal of which is of equal amount maturing and to be prepaid or retired on the same dates and in the same amounts, and (ii) the interest rates on which, taken together, result in an irrevocably fixed interest rate obligation of the Authority for the term of such Bonds.

Parity Swap means any interest rate exchange or swap agreement, cash flow exchange or swap agreement or other similar financial agreement (including all confirmations, schedules, exhibits, attachments, appendices and other documentation attached to such agreement or forming a part thereof or incorporated therein) (a) that is entered into by the Authority and a Parity Swap Provider (and, if applicable, the Trustee), (b) that is permitted to be entered into by the Authority under the laws of the State of California applicable thereto at the time the Authority enters into such agreement, as evidenced by an opinion of counsel acceptable to the Authority, (c) as to which the documentation thereof provides that payments to be made by the Authority pursuant to such agreement (other than termination payments thereunder, which will be payable on a basis subordinate and junior to the payments to be made on the Bonds and other payments due on the Parity Swap) constitute obligations payable on a parity basis with the payments to be made on the Bonds as and to the extent provided in the Indenture and (d) designated in writing to the Trustee by an Authorized Authority Representative as a Parity Swap under the Indenture.

Parity Swap Provider means, with respect to each Parity Swap, the entity (other than the Authority and, if applicable, the Trustee) that is a party thereto, and its permitted successors and assigns, whose public credit ratings, or whose obligations under a Parity Swap are guaranteed by a financial institution whose public credit ratings, are (at the time the applicable Parity Swap is entered into), unless otherwise approved by the Authority, in not lower than the second highest rating category (without regard to any gradations within any such category) by any two nationally recognized credit rating agencies.

Participating Bonds means all Bonds other than any Series of Bonds issued pursuant to a Supplemental Indenture that provides that such Series of Bonds are not Participating Bonds in accordance with the provisions of the Indenture.

Participating Bonds Debt Service Account means the Account so designated established in the Debt Service Fund pursuant to the Indenture.

Participating Bonds Debt Service Reserve Account means the Account so designated established in the Debt Service Reserve Fund pursuant to the Indenture.

Paying Agent means any bank or trust company organized under the laws of any state of the United States or any national banking association designated as paying agent for the Bonds of any Series, and its successor or successors hereafter appointed in the manner provided in the Indenture.

Principal Installment means, as of any date of calculation and with respect to any Series, so long as any Bond of such Series is Outstanding, (i) the principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in the Indenture) of any Sinking Fund Installments due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, that would be payable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments, or (iii) if such future dates coincide as to different Bonds of such Series, the sum of such principal amount of Bonds and of such unsatisfied balance of Sinking Fund Installments due on such future date plus such applicable redemption premiums, if any.

Project Participants means those entities that have executed Renewal Transmission Service Contracts, together in each case with their successors or assigns.

Rating Agency means each of Moody's (if Moody's is then rating the Bonds), S&P (if S&P is then rating the Bonds) and Fitch (if Fitch is then rating the Bonds). Except as otherwise provided in the Indenture, if more than one Rating Agency maintains a credit rating with respect to the Bonds, then any action, approval or consent by or notice to a Rating Agency will be effective only if such action, approval, consent or notice is given by or to each such Rating Agency.

Rebate Fund means the Rebate Fund established in the Indenture.

Redemption Price means, with respect to any Bond to be redeemed, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or the Indenture.

Refunding Bonds means all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance pursuant to the Indenture, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Indenture.

Reimbursement Agreement means, with respect to any Series of Bonds, the agreement providing for a Letter of Credit, if any, as provided in the Supplemental Indenture authorizing such Series of Bonds.

Renewal Agreements for the Acquisition of Capacity means the several Renewal Agreements for the Acquisition of Capacity between the Authority and the Project Participants, as the same may be amended and supplemented from time to time in accordance with their terms and the terms of the Indenture.

Renewal Power Sales Contracts means several Renewal Power Sales Contracts entered into between IPA and certain suppliers of electric energy, including the Project Participants, as heretofore amended or supplemented and as hereafter from time to time amended or supplemented in accordance with their terms and the terms of the Bond Resolution.

Renewal Southern Transmission System Agreement means the Renewal Southern Transmission System Agreement entered into between the Authority and IPA, as heretofore amended and supplemented and as the same may be hereafter amended or supplemented.

Renewal Transmission Project Agreements means, prior to the respective termination dates thereof, the Indenture, the Renewal Agreements for the Acquisition of Capacity, the Renewal Transmission Service Contracts, the Renewal Power Sales Contracts, the Renewal Southern Transmission System Agreement, the Bond Resolution, Existing Southern Transmission System Agreement and any other contract designated a “Renewal Transmission Project Agreement” by the Board of Directors.

Renewal Transmission Service Contracts means the several Renewal Transmission Service Contracts between the Authority and the Project Participants, as the same may be amended and supplemented from time to time in accordance with their terms and the terms of the Indenture.

Reserve and Contingency Fund means the Reserve and Contingency Fund established in the Indenture.

Revenue Fund means the Revenue Fund established in the Indenture.

Revenues means: (A)(i) all revenues, income, rents and receipts derived or to be derived by the Authority from or attributable to Authority Capacity or to the payment of the costs thereof received or to be received by the Authority or the Trustee under the Renewal Transmission Service Contracts or under any other contract for the sale by the Authority of Authority Capacity or any part thereof or any contractual or other arrangement with respect to the use of Authority Capacity or any portion thereof or the services or capability thereof, (ii) the proceeds of any insurance, including the proceeds of any self-insurance fund, covering business interruption loss relating to Authority Capacity, and (iii) interest received or to be received on any moneys or securities held pursuant to the Indenture and required to be paid into the Revenue Fund and (B) all Interim Revenues; but excluding (W) interest and other investment income received or to be received on any moneys or securities held pursuant to an indenture of trust entered into by the Authority with respect to bonds, notes or other evidences of indebtedness payable on a basis

subordinate to the Bonds except to the extent that the Authority specifies that such interest and other investment income will constitute Revenues, (X) amounts received by or on behalf of the Authority pursuant to any interest rate swap agreement or interest rate cap agreement relating to the Indenture except to the extent that the Authority specifies that such amounts will constitute Revenues, (Y) amounts received by or on behalf of the Authority pursuant to a Letter of Credit relating to the Indenture except to the extent that the Authority specifies that such amounts will constitute Revenues, and (Z) amounts on deposit in the Rebate Fund. Revenues will not include any Subsidy Payment received by the Authority, which Subsidy Payment will be applied as provided in the Supplemental Indenture relating to the Series of Bonds for which such Subsidy Payment is received.

S&P means S&P Global Ratings, a division of S&P Global, Inc., or, if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency (other than Moody's and Fitch) as may be designated in writing by the Authority.

Second Amendment to Southern Transmission System Agreement means the Second Amendment to Southern Transmission System Agreement dated as of March 1, 2023, between IPA and the Authority.

Securities Depository means DTC and its successors and assigns or if (i) the then Securities Depository resigns from its functions as depository of the Bonds or (ii) the Authority discontinues use of the then Securities Depository pursuant to the Indenture, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Bonds and which is selected by the Authority.

Series means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Indenture and the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Indenture, regardless of variations in maturity, interest rate, Sinking Fund Installments, or other provisions.

Series Debt Service Account means each Account so designated within the Debt Service Fund and established by a Supplemental Indenture with respect to a Series of Bonds that are not Participating Bonds.

Series Debt Service Reserve Account means each Account (if any) so designated within the Debt Service Reserve Fund and established by a Supplemental Indenture with respect to a Series of Bonds that are not Participating Bonds.

Southern Transmission Capital Improvements will have the meaning ascribed thereto under the Renewal Southern Transmission System Agreement.

Sinking Fund Installment means an amount so designated that is established pursuant to the Indenture.

Southern Transmission System means the Southern Transmission System as defined in the Renewal Power Sales Contracts.

Subsidy Payment means the payment (or reimbursement) from the United States Treasury to the Authority (or its designee) that is authorized by the Code and is calculated by

reference to the interest due on a Series of Bonds (or portion thereof) on or about each Interest Payment Date therefor based upon the designation of such Series of Bonds (or portion thereof) as a “build America bond” or other similar direct-payment obligation that may be authorized in the future under the Code.

Supplemental Indenture means any indenture supplemental to or amendatory of the Indenture, executed by the Authority in accordance with Article X.

Transition Date will have the meaning ascribed thereto in the Renewal Power Sales Contracts.

Trustee means the trustee under the Indenture, initially being U.S. Bank Trust Company, National Association, and its permitted successor or successors and any other corporation that may at any time be substituted in its place pursuant to the Indenture.

Variable Interest Rate means a variable interest rate to be borne by a Series of Variable Interest Rate Bonds or any one or more maturities within a Series of Variable Interest Rate Bonds. The method of computing such variable interest rate will be specified in the Supplemental Indenture authorizing such Series of Variable Interest Rate Bonds and will, unless otherwise provided in the Supplemental Indenture, be based on (i) a percentage or percentages or other function of an objectively determinable interest rate or rates (e.g., the prime lending rate) or a function of such objectively determinable interest rate or rates as may be in effect from time to time or at a particular time or times, provided, however, that such variable interest rate will be subject to a Maximum Interest Rate and may be subject to a Minimum Interest Rate and that there may be an initial rate specified in each case as provided in such Supplemental Indenture, or (ii) a stated interest rate that may be changed from time to time as provided in the Supplemental Indenture authorizing such Series. Such Supplemental Indenture will also specify either (a) the particular period or periods of time for which each value of such variable interest rate will remain in effect or (b) the time or times upon which any change in such variable interest rate will become effective and the method by which such variable interest rate will be determined.

Variable Interest Rate Bond means any Bond that bears a Variable Interest Rate.

Year means any period of twelve consecutive months.

General Provisions for Issuance of Bonds

All (but not less than all) the Bonds of each Series will be executed by the Authority for issuance under the Indenture and delivered to the Trustee and thereupon will be authenticated by the Trustee and by it delivered to or upon the order of the Authority, but only upon the receipt by the Trustee of:

1. With respect to the initial Series of Bonds issued under the Indenture an executed copy of the Indenture, certified by an Authorized Authority Representative;
2. An Opinion of Bond Counsel to the effect that: (a) the Authority has the right and power to enter into the Indenture, and the Indenture has been duly authorized, executed and delivered by the Authority and constitutes a valid and binding agreement of the Authority enforceable in accordance with its terms; (b) the Indenture creates the valid pledge that it purports to create of the Revenues and funds and accounts established by the Indenture subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and the conditions set forth in the Indenture; and (c) the Bonds

of such Series are valid and binding obligations of the Authority as provided in the Indenture, and are entitled to the benefits of the Indenture and the applicable benefits of the Act, and such Bonds have been duly and validly authorized and issued in accordance with law, including the Act, and in accordance with the Indenture; provided, that such opinion (1) may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally and (2) need not express any opinion as to the availability of any specific remedy;

3. A written order as to the delivery of such Bonds, signed by an Authorized Authority Representative;
4. A copy of the Supplemental Indenture authorizing such Bonds executed by the Authority, which will, among other provisions, specify: (a) the authorized principal amount, designation and Series of such Bonds; (b) the purpose or purposes for which such Series of Bonds is being issued, which will be (1) a purpose specified in the Indenture, (2) the refunding of Bonds as provided in the Indenture or (3) any combination of such purposes; (c) the dated date and the maturity date or dates of the Bonds of such Series, provided that each maturity date will be on July 1 (unless otherwise determined by the Board of Directors); (d) the interest rate or rates, if any, and the Interest Payment Dates therefor (including the record date for interest payments), provided that with respect to Variable Interest Rate Bonds, such Supplemental Indenture will specify the method of determining the Variable Interest Rate, including a Maximum Interest Rate and, if the Authority so determines, a Minimum Interest Rate applicable thereto, and the method of determining the Interest Payment Dates therefor; (e) the denominations of, and the manner of dating, numbering and lettering, the Bonds of such Series; (f) the Paying Agent and the place of payment of the principal or Redemption Price, if any, of, and interest, if any, on, the Bonds of such Series; (g) the Redemption Price or Prices, if any, and, subject to Article IV, the redemption terms for the Bonds of such Series; (h) the amount and due date of each Sinking Fund Installment, if any, for Bonds of like maturity of such Series, provided that each Sinking Fund Installment due date will fall upon an Interest Payment Date for such Bonds; (i) if so determined by the Authority, provisions for the sale of the Bonds of such Series; (j) the amount (or the method of determining the amount), if any, to be deposited from the proceeds of such Series of Bonds in the related or other Debt Service Account and provisions for the application thereof to the payment of all or a portion of the interest, if any, on such Series of Bonds or any other Series of Bonds; (k) the amount, if any, to be deposited from the proceeds of such Series of Bonds in the Reserve and Contingency Fund; (l) the amount, if any, to be deposited from the proceeds of such Series of Bonds in the Construction Fund; (m) whether such Series of Bonds will be Participating Bonds or, if so determined by the Authority, that a Series Debt Service Reserve Account be established for such Series of Bonds, and, in either case, the amount, if any, necessary for deposit in the related Debt Service Reserve Account so that the applicable balance therein will equal the Debt Service Reserve Requirement for such Debt Service Reserve Account upon the delivery of such Series of Bonds; and (n) if so determined by the Authority, the form or forms of the Bonds of such Series, and of the Trustee's certificate of authentication, which form or forms will be, respectively, substantially in the form set forth in the Indenture, with such variations, omissions and insertions as are required or permitted by the Act or the Indenture;
5. Except in the case of the initial Series of Bonds issued under the Indenture and any Series of Refunding Bonds, a certificate of an Authorized Authority Representative stating that

the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Indenture and applicable to the Authority; and

6. Such further documents, moneys and securities as are required by the provisions of the Indenture or any Supplemental Indenture executed pursuant to Article X.

All the Bonds of any Series of like maturity will be identical in all respects, except as to denominations, numbers and letters and, if so determined by the Authority, interest rates. After the original issuance of Bonds of any Series, no Bonds of such Series will be issued except in lieu of or in substitution for other Bonds of such Series pursuant to the Indenture.

Each Supplemental Indenture authorizing a Series of Bonds will establish the Principal Installment or Principal Installments for such Series or will prescribe the methodology for determining same.

Notwithstanding any other provision of the Indenture, with respect to Paired Obligations, provisions with respect to authorized denominations, record dates, maturity dates, payment of principal, interest and redemption price, the form of such Bonds, redemption provisions and various other procedures with respect to Paired Obligations will be as set forth in the Supplemental Indenture authorizing such Paired Obligations.

Purpose of Bonds

The issuance of Bonds are authorized under the Indenture which will be issued in one or more Series and at one time or from time to time for the purpose of paying (or refinancing) all or a portion of the Cost of Acquisition of Capacity and other costs relating thereto.

The proceeds, including any accrued interest from the sale of each Series of Bonds will be applied simultaneously with the delivery of such Bonds as will be provided in the Supplemental Indenture authorizing such Series.

Refunding Bonds

Refunding Bonds may be issued, authenticated and delivered to refund all or a portion of any Outstanding Bonds. Refunding Bonds may be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds and Accounts under the Indenture required by the provisions of the Supplemental Indenture authorizing such Bonds.

Refunding Bonds of each Series will be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by the Indenture with respect to such Series) of:

Instructions to the Trustee, satisfactory to it, to give due notice of redemption, on a redemption date or dates specified in such instructions, of the refunded Bonds to be redeemed, if any;

Instructions to the Trustee, satisfactory to it, to give the notice provided for in the Indenture to the Owners of the Bonds being refunded, if applicable; and

Either (a) moneys (including moneys withdrawn and deposited pursuant to any Supplemental Indenture) in an amount sufficient to effect payment at the applicable Redemption Price of the refunded

Bonds to be redeemed and of the principal amount of refunded Bonds not to be redeemed, together with accrued interest on such Bonds to the redemption date or maturity date, as the case may be, which moneys will be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for the benefit of the respective Owners of the Bonds to be refunded, or (b) Defeasance Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as will be necessary in accordance with an Accountant's Certificate to comply with the provisions of the Indenture, which Defeasance Obligations and moneys will be held in trust and used only as provided the Indenture.

The proceeds, including accrued interest, of the Refunding Bonds of each Series will be applied for the purposes of making deposits as will be provided by the Supplemental Indenture authorizing such Series of Refunding Bonds and will be applied to the refunding purposes thereof in the manner provided in said Supplemental Indenture.

Multipurpose Series

Nothing contained in the Indenture will prevent the issuance, authentication and delivery of one or more Series of Bonds for any combination of the purposes set forth in the Indenture.

Medium of Payment; Form and Date; Letters and Numbers

The Bonds will be payable, with respect to interest, principal and Redemption Price, if any, in any currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

The Bonds of each Series will be issued in the form of fully registered Bonds without coupons. The Bonds of each Series may be registered in book-entry format as provided in the Supplemental Indenture authorizing such Series.

Each Bond will be lettered and numbered as provided in the Indenture or the Supplemental Indenture authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

Bonds of each Series will be dated and will bear interest, if any, as specified in the Supplemental Indenture authorizing such Series of Bonds. Record dates for the payment of interest on Bonds of each Series will be established in the Supplemental Indenture authorizing the Bonds of such Series.

Legends

The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Authority prior to the authentication and delivery thereof.

Execution and Authentication

The Bonds will be executed in the name of the Authority by the manual or facsimile signature of the President or Vice President of the Authority and its seal (or a facsimile thereof) will be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the facsimile or manual signature of its Secretary or an Assistant Secretary, or in such other manner as may be required or permitted by law. In case any one or more of the officers who will have executed or attested to the seal on any of the Bonds

will cease to be such officer before the Bonds so executed and sealed will have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as provided in the Indenture, and may be issued as if the persons who executed or attested to the seal on any of the Bonds had not ceased to hold such offices. Any Bond of a Series may be executed and sealed on behalf of the Authority by such persons as at the time of the execution of such Bonds will be duly authorized or hold the proper office in the Authority, although at the date borne by the Bonds of such Series such persons may not have been so authorized or have held such office.

The Bonds of each Series will bear thereon a certificate of authentication, in substantially the form set forth in the Indenture, executed manually by the Trustee. Only such Bonds as will bear thereon such certificate of authentication will be entitled to any right or benefit under the Indenture and no Bond will be valid or obligatory for any purpose until such certificate of authentication will have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Authority will be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under the Indenture and that the Owner thereof is entitled to the benefits of the Indenture.

Transfer, Exchange and Registry

Subject to the Indenture, the transfer of any Bond will be registrable only upon the books of the Authority, which will be kept for such purposes at the principal corporate trust office of the Bond Registrar, by the Owner thereof in person or by his or her attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Owner or his or her duly authorized attorney, and upon payment by such Owner of any charges which the Authority or Trustee may impose as provided in the Indenture. Upon the registration of transfer of any such Bond, the Authority will issue in the name of the transferee a new registered Bond or Bonds of the same aggregate principal amount, Series and maturity as the surrendered Bond and bearing interest at the same rate (or method of determining the same). The Bond Registrar may, with the concurrence of the Authority, designate an additional office where transfer of Bonds may be effected by the Bond Registrar as provided in the Indenture.

Subject to the Indenture, Bonds may at the option of the Owner, upon surrender thereof at the principal corporate trust office of the Bond Registrar, and upon payment by such Owner of any charges which the Authority or Trustee may impose as provided in the Indenture, be exchanged for an equal aggregate principal amount of Bonds of the same tenor, Series, maturity and interest rate (or method of determining the same) in such other authorized denomination or denominations as will be requested by such Owner.

In the case of any Bond properly surrendered for partial redemption, if applicable, the Trustee will authenticate and deliver a new Bond in exchange therefor, such new Bond to be of the same Series, tenor, maturity and interest rate (or method of determining same) and in a denomination equal to the unredeemed principal amount of the surrendered Bond; provided that, at its option, the Trustee may certify the amount and date of partial redemption upon the partial redemption certificate, if any, printed on the surrendered Bond and return such surrendered Bond to the Owner in lieu of an exchange.

The Authority and each Fiduciary may deem and treat the person in whose name any Bond is registered upon the books of the Authority kept by the Bond Registrar as the absolute owner of such Bond, whether such Bond will be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon his or her order will be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither

the Authority nor any Fiduciary will be affected by any notice to the contrary. The Authority, subject to the Indenture, agrees, to the extent permitted by law, to indemnify and save each Fiduciary harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence under the Indenture, in so treating such Owner.

Regulations with respect to Registration of Transfer and Exchanges

Subject to the Indenture, in all cases in which the transfer of any Bond is registered or any Bonds are exchanged, the Authority will execute and the Trustee will authenticate and deliver new Bonds in accordance with the provisions of the Indenture. All Bonds surrendered in any such exchange or registration of transfer will forthwith be delivered to and cancelled by the Trustee. For every such exchange or registration of transfer of Bonds, the Authority or the Trustee may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect thereto. At no time will the Bond Registrar be required to register the transfer of, or exchange, any Bonds called for redemption or any Bonds during the period of fifteen (15) days next preceding any selection of Bonds to be redeemed.

Bonds Mutilated, Destroyed, Stolen or Lost

Subject to the Indenture, if any Bond becomes mutilated or is lost, stolen or destroyed, the Authority may execute and the Trustee will authenticate and deliver a new Bond of like Series, maturity date, principal amount and interest rate per annum as the Bond so mutilated, lost, stolen or destroyed, provided that (i) in the case of such mutilated Bond, such Bond is first surrendered to the Trustee, (ii) in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to the Authority and the Trustee, (iii) all other reasonable requirements of the Authority and the Trustee are complied with, and (iv) expenses in connection with such transaction are paid by the Owner. Any such Bond surrendered for exchange will be cancelled. Any such new Bonds issued pursuant to the Indenture in substitution for Bonds alleged to be destroyed, stolen or lost will constitute original additional contractual obligations on the part of the Authority, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and will be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under the Indenture, in any moneys or securities held by the Authority or any Fiduciary for the benefit of the Owners.

Temporary Bonds

Until the definitive Bonds of any Series are prepared, the Authority may execute, in the same manner as is provided in the Indenture, and upon the request of the Authority the Trustee will authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as definitive Bonds except as to the denominations thereof and as to exchangeability for Bonds, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Authority, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest on such temporary Bonds will be payable by check of the Trustee mailed by first-class mail to the Owner thereof in the same manner as is set forth in the Supplemental Indenture authorizing the Bonds in lieu of which such temporary Bonds are issued. Subject to the Indenture, the Authority at its own expense will prepare and execute and, upon the surrender of such temporary Bonds, for exchange and the cancellation of such surrendered temporary Bonds, the Trustee will authenticate and, without charge to the Owner thereof, deliver in exchange therefor, definitive Bonds of the same aggregate principal amount, Series, maturity, and interest rate as the temporary Bonds surrendered. Until so exchanged, the temporary

Bonds will in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to the Indenture.

If the Authority will authorize the issuance of temporary Bonds in more than one denomination, the Owner of any temporary Bond or Bonds may, at his or her option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series, maturity, and interest rate (or method of determining the same) of any other authorized denomination or denominations, and thereupon the Authority will execute and the Trustee will authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in the Indenture, will deliver a temporary Bond or Bonds of like aggregate principal amount, Series, maturity, and interest rate (or method of determining the same) in such other authorized denomination or denominations as will be requested by such Owner.

All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds will be forthwith cancelled by the Trustee.

Cancellation and Destruction of Bonds

All Bonds paid or redeemed, either at or before maturity, will be delivered to the Trustee when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Trustee, will thereupon be promptly cancelled. Whenever Bonds are cancelled by the Trustee pursuant to the provisions of the Indenture, the Bonds so cancelled will be destroyed by the Trustee, who will execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate will be filed with the Authority and the other executed certificate will be retained by the Trustee.

Book Entry Format

Except as provided in the Indenture, the ownership of one fully registered Bond for each maturity of each Series of the Bonds will be registered in the name of the Securities Depository or its nominee and ownership thereof will be maintained in book-entry form by the Securities Depository for the account of the Agent Members thereof. Initially, each Bond will be registered in the name of Cede & Co. ("Cede"), as nominee of DTC. Payments of interest on and principal and Redemption Price, if applicable, of the Bonds will be made to the account of DTC on each payment date at the address indicated for DTC in the registration books of the Authority kept by the Bond Registrar. DTC has represented to the Authority that it will maintain a book-entry system in recording ownership interests of its Agent Members and the ownership interests of a purchaser of a beneficial interest in the Bonds (a "Beneficial Owner") will be recorded through book entries on the records of the Agent Members. Except as provided in the Indenture, the Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository selected by the Authority or to a nominee of such successor Securities Depository. Each global Bond will bear a legend substantially to the following effect: "Except as otherwise provided in the Indenture (as hereinafter defined), this global bond may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in the Indenture) or to a successor Securities Depository or to a nominee of a successor Securities Depository."

The Bonds will be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of each Series (unless a stated maturity has two separate interest rates, in which case there will be a separate fully registered Bond for each such interest rate), subject to the Indenture. With respect to said Bonds, the Authority and the Fiduciaries will have no responsibility or obligation to any Agent Member or to any Beneficial Owner of such Bonds. Without limiting the

immediately preceding sentence, the Authority and the Fiduciaries will have no responsibility or obligation with respect to (i) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Agent Member, Beneficial Owner or other person, other than the Securities Depository, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any Agent Member, Beneficial Owner or other person, other than the Securities Depository, of any amount with respect to the principal or Redemption Price of, or interest on, the Bonds, (iv) any consent given or other action taken by the Securities Depository as Owner of the Bonds, or (v) the selection by DTC, Cede or any Agent Member of any Beneficial Owners to receive payment if Bonds are redeemed in part. So long as securities certificates for the Bonds are not issued pursuant to the Indenture, the Authority and the Fiduciaries may treat the Securities Depository as, and deem the Securities Depository to be, the absolute Owner of each Bond for all purposes whatsoever including (but not limited to) (x) payment of the principal or Redemption Price of, and interest on, each such Bond, (y) giving notices of purchase or redemption and other matters with respect to such Bonds, and (z) registering transfers with respect to such Bonds. The Trustee will pay the principal or Redemption Price of, and interest on, all Bonds only to or upon the order of the Securities Depository, and all such payments will be valid and effective to fully satisfy and discharge the Authority's obligations with respect to such principal or Redemption Price, and interest, to the extent of the sum or sums so paid. Except as provided in the Indenture, no person other than the Securities Depository will receive a Bond evidencing the obligation of the Authority to make payments of principal or Redemption Price of, and interest on, the Bonds pursuant to the Indenture.

(1) The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving reasonable written notice to the Authority and the Fiduciaries and discharging its responsibilities with respect thereto under applicable law.

The Authority, in its sole discretion and without the consent of any other person, may terminate, upon giving of notice to the Fiduciaries, the services of the Securities Depository with respect to the Bonds if the Authority determines that the continuation of the system of book-entry transfers through the Securities Depository (or a successor securities depository) is not in the best interests of the Beneficial Owners of the Bonds or is burdensome to the Authority, and will terminate the services of the Securities Depository with respect to the Bonds upon receipt by the Authority and the Fiduciaries of written notice from the Securities Depository to the effect that the Securities Depository has received written notice from Agent Members having interests, as shown in the records of the Securities Depository, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Bonds to the effect, that: (a) the Securities Depository is unable to discharge its responsibilities with respect to such Bonds; or (b) a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of the Securities Depository or its nominee is not in the best interest of the Beneficial Owners of such Bonds.

Upon the termination of the services of the Securities Depository with respect to the Bonds pursuant to the Indenture, or upon the discontinuance or termination of the services of the Securities Depository with respect to the Bonds pursuant to the Indenture after which no substitute securities depository willing to undertake the functions of the Securities Depository under the Indenture can be found or which, in the opinion of the Authority, is willing and able to undertake such functions upon reasonable and customary terms, the Bonds will no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of the Securities Depository. In such event, the Authority will issue and the Trustee will transfer and exchange Bond certificates, as requested by the Securities Depository or Agent Members, of like principal amount and maturity, in authorized denominations to the Beneficial Owners in replacement of such Beneficial Owners' beneficial interests in the Bonds. The Trustee will deliver such certificates representing such Bonds to the persons in whose names such Bonds are so registered as soon as practicable.

Except as otherwise provided in the Indenture, so long as any Bond is registered in the name of the Securities Depository or its nominee all payments with respect to the principal or Redemption Price of, and interest on, such Bond and all notices to Owners with respect to such Bond will be made and given, respectively, to the Securities Depository as provided in the “blanket letter of representations” from the Authority to the Securities Depository (as such letter will be amended from time to time).

In connection with any notice or other communication to be provided to Owners pursuant to the Indenture by the Trustee with respect to any consent or other action to be taken by Owners so long as any Bond is registered in the name of the Securities Depository or its nominee, the Authority or the Trustee will establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

Notwithstanding any provision in the Indenture to the contrary, the Authority and the Trustee may agree to allow the Securities Depository or its nominee to make a notation on any Bond redeemed in part to reflect, for informational purposes only, the principal amount and date of any such redemption.

Bonds Limited Obligations

The Authority does hereby pledge and assign to the Trustee, for the benefit of the Owners of the Bonds and any Parity Swap Providers, (i) the proceeds of sale of the Bonds, (ii) the Revenues, and (iii) all amounts on deposit in any Fund or Account established by the Indenture (other than such Funds and Accounts that the Indenture provides are not a source of payment for the Bonds or any Parity Swaps and other than any moneys held by the Trustee or the Authority to pay any rebate amount owed to the federal government) including the investments, if any, thereof, and the same are hereby pledged and assigned, 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, as security for the payment of the Bonds, the interest thereon, and premium, if any, with respect thereto, as security for the payment obligations of the Authority under any Parity Swaps and as security for the performance of any other obligations of the Authority under the Indenture, all in accordance with the provisions of the Bonds, the Indenture and any Parity Swaps. The Bonds will be special, limited obligations of the Authority payable solely from, and secured as to the payment of the principal or Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of the Indenture solely by, the proceeds of sale of the Bonds, the Revenues and the other moneys and securities pledged and assigned pursuant to the Indenture. Such proceeds of sale of the Bonds, the Revenues and the other moneys and securities hereby pledged and assigned will immediately be subject to the lien of such pledge without any physical delivery thereof or other further act, and the lien of this pledge will be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice thereof.

The Bonds will be payable, as to principal or Redemption Price thereof, and interest thereon, and any Parity Swaps will be payable, solely as provided in the Indenture and neither the State of California nor any public agency (other than the Authority) nor the Project Participants nor any other member of the Authority will be obligated to pay the principal or Redemption Price thereof or interest thereon or the obligations of the Authority (or the Trustee, if applicable) under any Parity Swaps. Neither the faith and credit nor the taxing power of the State of California or any public agency thereof, or the Project Participants or any other member of the Authority is pledged to the payment of the principal or Redemption Price of or interest on the Bonds or the obligations of the Authority (or the Trustee, if applicable) under any Parity Swaps. The Bonds and the Parity Swaps will never constitute the debt or indebtedness of the Authority within the meaning of any provision or limitation of the Constitution of the

State of California or statutes of the State of California, nor will they constitute or give rise to a pecuniary liability of the Authority or a charge against its general credit.

Nothing contained in the Indenture will be construed to prevent the Authority from acquiring and financing through the issuance of its bonds, notes or other evidences of indebtedness any interests that do not constitute a part of the Southern Transmission System for the purposes of the Indenture; provided such bonds, notes or other evidences of indebtedness will not be payable out of or secured by the Revenues or any Fund held under the Indenture and neither the cost of such facilities nor any expenditure in connection therewith or with the financing thereof will be payable from the Revenues or from any such Fund.

Establishment of Funds and Accounts

The following Funds and Accounts are established and each held by the Trustee:

1. Construction Fund, which will consist of each project account, if any, and each costs of issuance subaccount therein, if any, established pursuant to a Supplemental Indenture,
2. Revenue Fund,
3. Operating Fund, which will consist of an Operating Account and an Operating Reserve Account,
4. Debt Service Fund, which will consist of (i) the Participating Bonds Debt Service Account, (ii) each Series Debt Service Account established pursuant to a Supplemental Indenture providing for the issuance of a Series of Bonds that are not Participating Bonds, and (iii) each Letter of Credit Account established pursuant to a Supplemental Indenture providing for the issuance of a Series of Bonds for which a Letter of Credit is provided,
5. Debt Service Reserve Fund, which will consist of (i) the Participating Bonds Debt Service Reserve Account and (ii) each Series Debt Service Reserve Account (if any) established pursuant to a Supplemental Indenture providing for the issuance of a Series of Bonds that are not Participating Bonds in accordance with the Indenture,
6. Reserve and Contingency Fund,
7. General Reserve Fund, and
8. Rebate Fund.

Construction Fund

There will be paid into the Construction Fund the amounts required to be so paid by the provisions of the Indenture and any Supplemental Indenture, and there may be paid into the Construction Fund, at the written direction of the Authority, moneys received from any other source, unless required to be otherwise applied as provided by the Indenture. Amounts in the Construction Fund will be applied to the Cost of Acquisition of Capacity in the manner provided in the Indenture and in any Supplemental Indenture to the extent applicable.

Subject to and except as otherwise provided in the Indenture, there will also be deposited into the Construction Fund the proceeds of any condemnation award received by the Authority with respect to the Southern Transmission System and the proceeds received by the Authority to the extent attributable to the Authority Capacity of insurance, including the proceeds of any self-insurance fund, maintained pursuant to the Indenture against physical loss of or damage to the Southern Transmission System or casualty loss, or of contractors' performance or guarantee bonds or other assurances of completion or levels of performance with respect thereto (but excluding the proceeds of business interruption loss insurance, which will be deposited into the Revenue Fund as provided in the Indenture).

The Trustee will make payments from the Construction Fund, except payments and withdrawals pursuant to the Indenture, in the amounts, at the times, in the manner and on the other terms and conditions set forth in the Indenture and in any Supplemental Indenture to the extent applicable. Before any such payment will be made, the Authority will file with the Trustee its requisition therefor, signed by an Authorized Authority Representative, stating in respect of the payment to be made (a) the name and address of the person, firm or corporation to whom payment is due (which may be the Authority if the Authority provided the item of Cost of Acquisition of Capacity that is the basis of such payment, and may be the Project Participants to reimburse it for any portion of the Cost of Acquisition of Capacity previously paid by it), (b) the amount of such payment to be paid from the Construction Fund, (c) whether such payment will be for costs of issuance of Bonds or for another item of Cost of Acquisition of Capacity, (d) that such payment in the stated amount is a proper charge against the Construction Fund and (e) that no part of such payment will be applied to any item that previously has been paid from any Fund or Account created under the Indenture. Notwithstanding the foregoing, a requisition may provide for the payment of multiple invoices or statements that are properly payable from the Construction Fund. The Trustee will promptly issue its check or checks for each payment required by such requisition or will by interbank transfer or other method arrange to make promptly each payment required by such requisition. All such requisitions will be numbered consecutively from 1 upward.

The Trustee will, in connection with the acquisition of the Authority Capacity or during construction of the STS Renewal Project or any other Southern Transmission Capital Improvements, pay from the Construction Fund to the Authority, upon its requisitions therefor signed by an Authorized Authority Representative, at one time or from time to time, a sum or sums of up to \$300,000, such sum or sums to be used by the Authority to establish a revolving fund for the purpose of paying such items of the Cost of Acquisition of Capacity as cannot conveniently be paid as in this the Indenture otherwise provided. After such revolving fund has been so established and provided that immediately prior to any reimbursement the amount in such revolving fund will be less than \$300,000, such revolving fund will be reimbursed by the Trustee from time to time for such items so paid by payments from the Construction Fund to the Authority upon requisitions signed by an Authorized Authority Representative specifying the payee and the amount and particular purpose of each payment from such revolving fund for which such reimbursement is requested and certifying that each such amount so paid was necessary for the payment of an item of the Cost of Acquisition of Capacity and that such item could not conveniently be paid except from such revolving fund.

Notwithstanding any other provision of the Indenture, to the extent that other moneys are not available therefor, amounts in the Construction Fund (if any) will be applied to the payment of principal of and interest on Bonds when due.

If at any time the Authority determines that moneys are no longer needed in the Construction Fund to pay the Cost of Acquisition of Capacity, the Authority will file a certificate or certificates signed by an Authorized Authority Representative with the Trustee, stating (i) that no Cost of Acquisition of Capacity remains to be paid, or (ii) the amount, if any, required in the opinion of the signer for the payment of any remaining part of the Cost of Acquisition of Capacity. Upon the filing of such certificate,

the balance in the Construction Fund established therefor in excess of the amount, if any, stated in such certificate will be transferred in the following order: to each Debt Service Account established by a Supplemental Indenture, if and to the extent necessary to make up any deficiency in any such Account, pro rata based on the amount of each such deficiency (with such transferred amount to be used to pay interest on Bonds and, with the prior approval of Bond Counsel, principal on Bonds), and to each Debt Service Reserve Account, if and to the extent necessary to make up any deficiency in such Account, pro rata based on the amount of each such deficiency, and any balance will be paid over or transferred to the General Reserve Fund. If subsequent to the filing of such certificate it will be determined that any amounts specified in such certificate as being required for the payment of any remaining part of the Cost of Acquisition of Capacity are no longer so required, such fact will be evidenced by a certificate or certificates of an Authorized Authority Representative which will be filed with the Trustee stating such fact and any amount shown therein as no longer being required will be transferred in the following order: each Debt Service Account, if and to the extent necessary to make up any deficiency in such Account, pro rata based on the amount of each such deficiency (with such transferred amount to be used to pay interest on Bonds and, with the prior approval of Bond Counsel, principal on Bonds), and to each Debt Service Reserve Account, if and to the extent necessary to make up any deficiency in such Account, pro rata based on the amount of each such deficiency, and any balance will be paid over or transferred to the General Reserve Fund. Amounts transferred to the General Reserve Fund pursuant to the Indenture will be held uninvested (unless otherwise directed by an Authorized Authority Representative, after consultation with Bond Counsel) and, subject to the Indenture, applied to the retirement of Bonds by purchase or redemption or as otherwise directed by an Authorized Authority Representative after consultation with Bond Counsel.

Revenues and Revenue Fund

All Revenues and, except as otherwise provided in a Supplemental Indenture, any interest and other investment income received on any moneys or securities held pursuant to the Indenture, will be promptly deposited upon receipt thereof to the credit of the Revenue Fund.

Operating Fund

As soon as practicable in each month after deposit of Revenues as provided in the Indenture and in any case no later than the last Business Day of such month, in accordance with written instructions from the Authority, the Trustee will withdraw from the Revenue Fund and credit to (i) the Operating Account in the Operating Fund a sum that is equal to the total moneys appropriated for Authority Operating Expenses for deposit in the Operating Account as provided in the Annual Budget for the then current month and (ii) the Operating Reserve Account in the Operating Fund, the amount required so that the amount in the Operating Reserve Account will equal the amount (if any) required to be in such Account as provided in the Annual Budget. If and to the extent provided in the Indenture and any Supplemental Indenture, there may be deposited in the Operating Reserve Account proceeds of Bonds or any portion thereof or moneys received for or in connection with the Southern Transmission System or any portion thereof from any other source, unless required to be otherwise applied as provided in the Indenture.

Amounts in the Operating Fund will be paid out from time to time by the Trustee for reasonable and necessary Authority Operating Expenses. The Trustee will make such payments from the Operating Account, except payments and withdrawals pursuant to the Indenture, in the amounts, at the times, in the manner and on the other terms and conditions set forth in the Indenture. Before any such payment will be made, the Authority will file with the Trustee its requisition therefor, signed by an Authorized Authority Representative stating in respect of the payment to be made (a) the amount of such payment, (b) the name and address of the person, firm or corporation to whom payment is due (which may be the Authority if the

Authority provided the Authority Operating Expenses that are the basis of such payment), (c) that such payment in the stated amount is a proper charge against the Operating Account and (d) that no part of such payment will be applied to any item that previously has been paid from any Fund or Account created under the Indenture. Notwithstanding the foregoing, a requisition may provide for the payment of multiple invoices or statements that are properly payable from the Operating Fund. The Trustee will promptly issue its check or checks for each payment required by such requisition or will by interbank transfer or other method arrange to make promptly each payment required by such requisition. Each such requisition will be numbered consecutively from 1 upward.

The Trustee will pay from the Operating Fund to the Authority, upon its requisition therefor signed by an Authorized Authority Representative, at one time or from time to time, a sum or sums of up to \$300,000, such sum or sums to be used by the Authority to establish a revolving fund for the purpose of paying such items of the Authority Operating Expenses as cannot conveniently be paid as in the Indenture otherwise provided. After such revolving fund has been so established and provided that immediately prior to such reimbursement the amount in such revolving fund will be less than \$300,000, such revolving fund will be reimbursed by the Trustee from time to time for such items so paid by payments from the Operating Fund to the Authority upon requisition signed by an Authorized Authority Representative specifying the payee and the amount and particular purpose of each payment from such revolving fund for which such reimbursement is requested and certifying that each such amount so paid was necessary for the payment of an item of the Authority Operating Expenses and that such item could not conveniently be paid except from such revolving fund.

If on the last Business Day of any month the amount in the Operating Account is less than the amount required to be in the Operating Account to pay Authority Operating Expenses in such month, the Trustee will transfer amounts, if any, from the Operating Reserve Account to the Operating Account to the extent of the deficiency.

Amounts in the Operating Account or Operating Reserve Account that the Authority at any time determines to be in excess of the requirements of such Account, such determination to be evidenced by a written statement delivered to the Trustee to this effect signed by an Authorized Authority Representative, will be applied to make up any deficiencies in the following Funds and Accounts in the order stated: each Debt Service Account, pro rata based on the amount of each such deficiency; each Debt Service Reserve Account, pro rata based on the amount of each such deficiency; the Reserve and Contingency Fund; and thereafter any remaining excess will be transferred by the Trustee to the General Reserve Fund; provided, however, that amounts in the Operating Account that the Authority determines to be in excess of the requirement of the Operating Account will first be transferred to the Operating Reserve Account as necessary so that the amount in the Operating Reserve Account will equal the amount required to be in the Operating Reserve Account (if any) as provided in the Annual Budget.

Payments into Certain Funds

As soon as practicable in each month after the deposit of Revenues as provided in the Indenture and after the payment for such month has been made to the Operating Account and the Operating Reserve Account pursuant to the Indenture, but in any case no later than the last Business Day of such month, the Trustee will withdraw from the Revenue Fund and deposit in the following Funds and Accounts in the following order of priority the amounts set forth below:

1. In the Debt Service Fund, for the ratable security and payment pursuant to the Indenture:
 - (i) (A) for credit to the Participating Bonds Debt Service Account the amount, if any, required so that the balance in said Account will equal the Accrued Debt Service with respect to the Participating Bonds as of the last day of the then current month, and (B) for

credit to each Series Debt Service Account, the amount, if any, required so that the balance in each such Account will equal the Accrued Debt Service with respect to the related Series of Bonds as of the last day of the then current month; provided that, for the purposes of computing the amount on deposit in any of such Accounts, there will be excluded from the balance of such Account the amount, if any, set aside in such Account from the proceeds of Bonds (including amounts, if any, transferred thereto from the Construction Fund) for the payment of interest on the related Bonds, less that amount of such proceeds to be applied in accordance with the Indenture to the payment of interest accrued and unpaid and to accrue on such related Bonds to the last day of the then current month; and provided further, however, that the amount of Accrued Debt Service with respect to Variable Interest Rate Bonds will be determined in accordance with the Supplemental Indenture authorizing such Variable Interest Rate Bonds; and (ii) (A) for credit to the Participating Bonds Debt Service Account, the amounts due and payable by the Authority during such month under any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for Participating Bonds as provided in the related Supplemental Indenture or Supplemental Indentures, and (B) for credit to each Series Debt Service Account, the amounts due and payable by the Authority during such month under any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for the related Series of Bonds as provided in the related Supplemental Indenture or Supplemental Indentures; provided that, in any case, any termination payments under any Parity Swap will be payable on a basis subordinate and junior to the payments to be made on the Bonds; and provided, however, that, in any event, if there will be a deficiency of Revenues to make all of the deposits required by the Indenture, such Revenues will be deposited into each Debt Service Account on a pro rata basis based on the amounts due;

2. In the Debt Service Reserve Fund for credit to the Participating Bonds Debt Service Reserve Account and each Series Debt Service Reserve Account, the amount, if any, required to be deposited therein so that the balance in each such Account will be equal to the requirement therefor as of the last day of the then current month in accordance with the provisions of the Indenture or the applicable provisions of the related Supplemental Indenture; provided, however, that, in any event, if there will be a deficiency of Revenues to make all of the deposits required by the Indenture, such Revenues will be deposited into each Debt Service Reserve Account on a pro rata basis based on the amounts due;
3. In the Reserve and Contingency Fund, the amount, if any, provided for deposit therein during the then current month as provided in the Annual Budget, in accordance with written instructions from the Authority; and
4. In the General Reserve Fund, the remaining balance, if any, of moneys in the Revenue Fund after making the above deposits;

provided, however, that any provisions of the Indenture to the contrary notwithstanding, so long as there will be held in any Debt Service Account an amount sufficient to pay in full all Outstanding Bonds to which such Account relates in accordance with their terms (including principal or applicable Sinking Fund Installment and interest thereon), no deposits will be required to be made into such Debt Service Account.

There will be paid into the Debt Service Fund the amounts required to be so paid by the provisions of the Indenture and any Supplemental Indenture, and there may be paid into the Debt Service Fund, at the written direction of the Authority, moneys received for or in connection with the Southern

Transmission System or any portion thereof, from any legally available source, unless required to be otherwise applied as provided by the Indenture.

At any time that a Letter of Credit is in effect for any Series of Bonds, the Trustee will deposit the proceeds of any Drawings on a Letter of Credit in the applicable separate subaccount in the Letter of Credit Account in the Debt Service Fund.

Debt Service Fund – Debt Service Accounts

The Trustee will pay out of the Participating Bonds Debt Service Account (a) to the Paying Agents, if any, for the Participating Bonds (i) on or before each Interest Payment Date for any of the Outstanding Participating Bonds the amount required for the interest payable on such Participating Bonds on such date, (ii) on or before each due date therefor, the amount required for the Principal Installments payable on such Outstanding Participating Bonds on such due date, and (iii) on or before any redemption date for Outstanding Participating Bonds, the amount required for the payment of the Redemption Price of, and any unpaid accrued interest on, such Participating Bonds then to be redeemed and (b) to each Parity Swap Provider, if any, of any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for Participating Bonds any regularly-scheduled amounts due and payable by the Authority under any such Parity Swap on the due date therefor. Amounts so paid to the Paying Agents with respect to Outstanding Participating Bonds will be applied by any such Paying Agents on the due dates therefor. The Trustee will also pay out of the Participating Bonds Debt Service Account the accrued interest included in the purchase price of any Participating Bonds purchased for retirement and any other amounts payable by the Authority under any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for any Participating Bonds. Notwithstanding anything to the contrary in the Indenture, any termination payments payable by the Authority under any Parity Swap will be payable on a basis subordinate and junior to the payments due to Parity Swap Providers described in the Indenture. Except as provided in the immediately preceding sentence, all amounts held at any time in the Participating Bonds Debt Service Account will be held until applied on a parity basis for the ratable security and payment of (i) Accrued Debt Service on the Outstanding Participating Bonds and (ii) amounts due and payable by the Authority under any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for any Participating Bonds, if any, at any time, in proportion to the amounts accrued or due and payable, as applicable.

The Trustee will pay out of each Series Debt Service Account (a) to the Paying Agent, if any, for the related Series of Bonds (i) on or before each Interest Payment Date for any of the Outstanding Bonds of such Series the amount required for the interest payable on the Bonds of such Series on such date, (ii) on or before each due date therefor, the amount required for the Principal Installments payable on the Outstanding Bonds of such Series on such due date, and (iii) on or before any redemption date for Outstanding Bonds of such Series then to be redeemed, the amount required for the payment of the Redemption Price thereof, and any unpaid accrued interest thereon and (b) to each Parity Swap Provider, if any, of any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for any Bonds of the related Series any regularly-scheduled amounts due and payable by the Authority under any such Parity Swap on the due date therefor. Amounts so paid to the Paying Agents with respect to such Outstanding Bonds will be applied by any such Paying Agents on the due dates therefor to the purposes set forth in the preceding sentence. The Trustee will also pay out of each Series Debt Service Account the accrued interest included in the purchase price of any Bonds of the related Series purchased for retirement and any other amounts payable by the Authority under any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for such Bonds. Notwithstanding anything to the contrary in the Indenture, any termination payments payable by the Authority under any Parity Swap will be payable on a basis subordinate and

junior to the payments due to Parity Swap Providers described in the Indenture. Except as provided in the immediately preceding sentence, all amounts held at any time in any Series Debt Service Account will be held until applied on a parity basis for the ratable security and payment of (i) Accrued Debt Service on the Outstanding Bonds of the related Series and (ii) amounts due and payable by the Authority under any Parity Swap which will be designated to the Trustee by an Authorized Authority Representative as a Parity Swap for any Bonds of the related Series, if any, at any time, in proportion to the amounts accrued or due and payable, as applicable.

Amounts accumulated in a 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) may, and if so directed by the Authority will, be applied by the Trustee, on or prior to the sixtieth (60th) day preceding the due date of such Sinking Fund Installment, to (i) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (ii) the redemption at the applicable Redemption Price of such Bonds, if then redeemable by their terms. After the sixtieth (60th) day but on or prior to the forty-fifth (45th) day preceding the due date of such Sinking Fund Installment, any amounts then on deposit in the applicable Debt Service Account (exclusive of amounts, if any, set aside therein that were deposited therein from the proceeds of Bonds) may, and if so directed by the Authority will, be applied by the Trustee to the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. Any purchase of Bonds pursuant to the Indenture will be made at prices not exceeding the applicable Redemption Price of such Bonds plus accrued interest, and such purchases will be made by the Trustee as directed by the Authority. The applicable Redemption Price of any Bonds (or principal amount of maturing Bonds) so purchased or redeemed will be deemed to constitute part of the related Debt Service Account until such Sinking Fund Installment due date, for the purpose of calculating the amount on deposit in such Account. As soon as practicable after the forty-fifth (45th) day preceding the due date of any such Sinking Fund Installment, the Trustee will proceed to call for redemption, by giving notice as provided in the Indenture, on such due date, Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment due date) in such amount as will be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee will pay out of the related Debt Service Account to the appropriate Paying Agent, if any, on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of any such Bonds then maturing), and such amount will be applied by the appropriate Paying Agent to such redemption (or payment). All expenses in connection with the purchase or redemption of Bonds as in the Indenture provided will be paid from the Operating Fund.

In the event of the refunding (or other defeasance) of any Bonds (or portions thereof), the Trustee will, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, withdraw from the related Debt Service Account or Accounts amounts accumulated therein with respect to Debt Service on the Bonds (or portions thereof) being refunded (or otherwise defeased) and, unless otherwise instructed in writing as to an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the Bonds (or portions thereof) being refunded (or otherwise defeased); provided that such withdrawal will not be made unless (a) immediately thereafter the Bonds (or portions thereof) being refunded (or otherwise defeased) will be deemed to have been paid pursuant to the Indenture, and (b) the amount remaining in such related Debt Service Account or Accounts after such withdrawal will not be less than the amount required to be held therein pursuant to the Indenture.

Debt Service Fund – Letter of Credit Account

At any time that a Letter of Credit is in effect for any Series of Bonds, the Trustee will pay out of the applicable Letter of Credit Account to the Paying Agent, if any, for the related Series of Bonds (i) on or before each Interest Payment Date for any of the Bonds of such Series, the amount required for the interest payable thereon on such date, (ii) on or before each due date therefor, the amount required for the Principal Installments payable on the Outstanding Bonds of such Series on such due date, and (iii) on or before any redemption date for Outstanding the Bonds of such Series to be redeemed, the amount required for the payment of interest on such Bonds then to be redeemed; provided, however, that, notwithstanding the foregoing, interest coming due with respect to any Series of Bonds for which a Letter of Credit has been provided may be payable by the Trustee in such other manner as the Supplemental Indenture authorizing such Series of Bonds will specify. Such amounts will be applied by any Paying Agent on the due dates therefor to the purposes set forth in the preceding sentence. The Trustee will also pay out of the applicable Letter of Credit Account the accrued interest included in the purchase price of the Bonds of the related Series purchased for retirement. The obligations of the Authority to the Bank providing a Letter of Credit (including reimbursement obligations) will be secured as provided in the Indenture and the related Supplemental Indenture.

As soon as practicable after the fortieth (40th) day preceding the due date of any Sinking Fund Installment for the Bonds of the Series to which such Letter of Credit relates, the Trustee will proceed to call for redemption, by giving notice as provided in the Indenture, on such due date Bonds of the Series and maturity 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 will be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee will pay out of the appropriate subaccount of the Letter of Credit Account to the Paying Agent, on or before such redemption date (or maturity date), the amount required for the redemption of such Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount will be applied by the Paying Agent to such redemption (or payment). All expenses in connection with the purchase or redemption of such Bonds will be paid from the Operating Account.

Provisions relating to the substitution, replacement or expiration of a Letter of Credit will be as set forth in the related Supplemental Indenture.

Debt Service Reserve Fund – Debt Service Reserve Accounts

Except as provided in the Indenture, there will be maintained in each Debt Service Reserve Account an amount equal to the Debt Service Reserve Requirement (if any) applicable to such Account.

If on the last Business Day of any month the amount in any Debt Service Account will be less than the amount required to be in such Account pursuant to the provisions of the Indenture with respect to the related Bonds, the Trustee will pay out of the related Debt Service Reserve Account for credit to such Debt Service Account the amount necessary to restore the balance therein to the required amount. The Trustee will also pay out of the related Debt Service Reserve Account (if funded) the amount necessary to reimburse any provider of a Debt Service Reserve Account Policy credited to such Account for any draw on such Debt Service Reserve Account Policy, together with interest or other amounts due to such provider as a result of such draw, pursuant to the terms of such Debt Service Reserve Account Policy or any related agreement with the provider thereof.

In the event that the balance in any Debt Service Reserve Account will at any time be less than the Debt Service Reserve Requirement applicable to such Account, the deficiency in such Account will be replenished by the deposit monthly into such Account pursuant to the provisions of the Indenture of at

least one-twelfth (1/12) of the aggregate amount of each unreplenished prior withdrawal from such Account and the full amount of any portion of any such deficiency due to the required valuations of the investments in such Account pursuant to the Indenture until the balance in such Account is at least equal to the Debt Service Reserve Requirement applicable to such Account.

Except as provided in the Indenture, whenever the moneys on deposit in a Debt Service Reserve Account will exceed the applicable Debt Service Reserve Requirement, such excess will be applied to the reimbursement of any drawing on a Debt Service Reserve Account Policy credited to such Account and to the payment of interest or other amounts due to the provider of any such Debt Service Reserve Account Policy to the extent payable from such Account.

Whenever the amount in a Debt Service Reserve Account (excluding any Debt Service Reserve Account Policy credited thereto), together with the amount in the related Debt Service Account available for such purpose, is sufficient to pay in full all Outstanding Bonds to which such Accounts relate in accordance with their terms (including principal or applicable Sinking Fund Installment and interest thereon), the funds on deposit in such Debt Service Reserve Account will be transferred to the related Debt Service Account and applied to the payment or redemption of the related Bonds.

In the event of the refunding (or other defeasance) of any Bonds (or portions thereof), the Trustee, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, will withdraw from the related Debt Service Reserve Account any or all of the amounts accumulated therein (excluding any Debt Service Reserve Account Policy credited thereto) with respect to Debt Service on the Bonds (or portions thereof) being refunded (or otherwise defeased) and, unless otherwise instructed in writing as to an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on, the Bonds being refunded (or otherwise defeased); provided that such withdrawal will not be made unless (a) immediately thereafter the Bonds (or portions thereof) being refunded (or otherwise defeased) will be deemed to have been paid pursuant to the Indenture, and (b) the amount remaining in such Debt Service Reserve Account after such withdrawal will not be less than the applicable Debt Service Reserve Requirement for such Account.

Notwithstanding anything in the Indenture to the contrary, at the option of the Authority any amounts required to be held or deposited in any Debt Service Reserve Account may be substituted, in whole or in part, by the deposit therein of a Debt Service Reserve Account Policy in a stated amount equal to the amounts so substituted, and any Debt Service Reserve Account Policy then held in any such Account may be replaced at the option of the Authority by cash or by another Debt Service Reserve Account Policy in whole or in part; provided that prior to the substitution or replacement of any such Debt Service Reserve Account Policy the Rating Agencies then rating the Bonds to which such Debt Service Reserve Account relates will have been notified by the Authority of such proposed substitution or replacement and the substitution or replacement will not result, as evidenced by letters from such Rating Agencies, in a downgrading or withdrawal of any rating of such Bonds then in effect by such Rating Agencies; and provided further that the Authority will have first received an Opinion of Bond Counsel to the effect that such substitution or replacement will not adversely affect the exclusion of interest on such Bonds from the gross income of the owners thereof for federal income tax purposes, if applicable. Any moneys so withdrawn from a Debt Service Reserve Account will, with the approval of Bond Counsel, be transferred to the General Reserve Fund and used in accordance with the provisions of the Indenture or otherwise used in a manner that is consistent with such Opinion of Bond Counsel, if applicable.

Reserve and Contingency Fund

Amounts in the Reserve and Contingency Fund will be applied to Costs of Acquisition of Capacity, to payment of extraordinary Authority Operating Expenses and contingencies, including payments with respect to the prevention or correction of any unusual loss or damage in connection with the Southern Transmission System or to prevent a loss of revenue therefrom, and to payment of the allocable costs of replacements, repairs, additions, improvements and betterments (including planning and design costs) in connection with the Southern Transmission System or any transmission facilities (including planning and design costs) relating to, or for the benefit of, the Southern Transmission System, all to the extent not provided for from other proceeds of Bonds, notes or other evidences of indebtedness issued by the Authority to finance or refinance the Cost of Acquisition of Capacity. Before any such payment will be made, the Authority will file with the Trustee its requisition therefor, signed by an Authorized Authority Representative, stating in respect of each payment to be made (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid by the Authority, (c) the particular item or items to be paid and (d) that the cost or the obligation in the stated amount is a proper charge against the Reserve and Contingency Fund that has not been previously paid from any Fund or Account created under the Indenture. The Trustee will promptly issue its check for each payment required by such requisition or will by interbank transfer or other method arrange to make promptly each payment required by such requisition. Each such requisition will be numbered consecutively from 1 upward.

No payments will be made from the Reserve and Contingency Fund if and to the extent that any proceeds of insurance, including any proceeds of any self-insurance fund, or other moneys recoverable as the result of damage, if any, are available to pay the costs otherwise payable from such Fund.

If at any time the amount in any Debt Service Account is less than the requirement of such Account pursuant to the Indenture, or the amount in any Debt Service Reserve Account is less than the requirement of such Account pursuant to the Indenture, and there are not on deposit in the General Reserve Fund available moneys sufficient to cure such deficiencies, then upon the written direction of the Authority the Trustee will transfer moneys from the Reserve and Contingency Fund in the following order of priority: (a) to each Debt Service Account, pro rata based on the amount of such deficiency, the amount necessary (or all the moneys in the Reserve and Contingency Fund if less than the amount necessary) to make up such deficiency; and (b) to each Debt Service Reserve Account, pro rata based on the amount of such deficiency, the amount necessary (or all the moneys in the Reserve and Contingency Fund if less than the amount necessary) to make up such deficiency.

Any balance of moneys and securities in the Reserve and Contingency Fund not required to meet any deficiencies in any Debt Service Account or any Debt Service Reserve Account or not needed for any of the purposes for which such Fund was established, will be transferred by the Trustee to the Construction Fund or the Operating Fund, if and to the extent deemed necessary or desirable by the Authority, as evidenced by a certificate of an Authorized Authority Representative, to make up any deficiencies in such Fund, and thereafter any remaining excess will be transferred by the Trustee to the General Reserve Fund.

General Reserve Fund

The Trustee will transfer from the General Reserve Fund moneys in the following amounts and in the following order of priority: (i) to each Debt Service Account, pro rata based on the amount of any deficiency therein, the amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in payments to said Accounts required by the Indenture; (ii) to each Debt Service Reserve Account, pro rata based on the amount of any deficiency therein, the

amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in payments to such Accounts required by the Indenture or resulting from any transfer to the Debt Service Fund or Accounts; and (iii) to the Reserve and Contingency Fund the amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in payments to the Reserve and Contingency Fund required by the Indenture.

Amounts in the General Reserve Fund not required to meet a deficiency as required in the Indenture will, upon a determination of the Authority evidenced by a certificate of an Authorized Authority Representative delivered to the Trustee and after consultation with Bond Counsel, be applied to or set aside for any one or more of the following:

- (i) payment into the Revenue Fund or any other Fund or Account established by the Indenture or any fund or account established by an indenture with respect to bonds, notes or other evidences of indebtedness issued by the Authority to finance or refinance the Cost of Acquisition of Capacity;
- (ii) the purchase or redemption of any Bonds, and expenses in connection with the purchase or redemption of any Bonds or any reserves that the Authority determines will be required for such purposes;
- (iii) payments required to be made to any fund or account established pursuant to an indenture of trust with respect to bonds, notes or other evidences of indebtedness payable on a basis subordinate to the Bonds;
- (iv) to reduce the monthly transmission costs of the Project Participants under the Renewal Transmission Service Contracts; and
- (v) any other lawful purpose of the Authority related to the Southern Transmission System or the Authority Capacity;

provided, however, that subject to the provisions of the Indenture, amounts deposited in the General Reserve Fund and required by the Indenture to be applied to the purchase or redemption of Bonds will be applied to such purpose. The Authority agrees that it will use its best efforts to call Bonds for redemption, on the date or dates and in the amount or amounts as will exhaust as nearly as possible the amounts set aside for the redemption of Bonds pursuant to clause (ii) above.

Upon the purchase or optional redemption pursuant to this the Indenture of Bonds of any Series and maturity for which Sinking Fund Installments will have been established, there will be credited toward any Sinking Fund Installment thereafter to become due an amount determined as provided in the Indenture.

Rebate Fund

The Authority shall establish and the Trustee shall maintain a separate fund to be known as the "Rebate Fund." To assure the excludability pursuant to section 103(a) of the Code of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes (excluding Bonds bearing interest that is not intended to be so excluded), the Authority shall transfer or direct the transfer of funds to the Trustee for deposit into the Rebate Fund in amounts sufficient to permit the Authority to timely pay to the United States Treasury such amounts as may be required from time to time pursuant to any Supplemental Indenture. The Authority shall further direct the Trustee to pay any such amounts on behalf of the Authority to the United States Treasury accompanied by Form 8038-T prepared by the

Authority or such other forms and information as may be required by the Code and the applicable Treasury Regulations.

Investment of Certain Funds

Moneys held in any Debt Service Account and in any Debt Service Reserve Account will be invested and reinvested by the Trustee to the fullest extent practicable in Investment Securities that mature or are available not later than such times as will be necessary to provide moneys when needed for payments to be made from such Funds and Accounts. Moneys held in the Revenue Fund and the Construction Fund will be invested and reinvested by the Trustee in Investment Securities that mature not later than such times as will be necessary to provide moneys when needed for payments to be made from such Funds. Moneys in the Operating Fund will be invested by the Trustee in Investment Securities that mature within twelve (12) months from the date of such investment and amounts in the Reserve and Contingency Fund and the General Reserve Fund will be invested by the Trustee in Investment Securities that mature within five (5) years from the date of such investment, and in any case the Investment Securities in such Funds or in the Accounts therein will mature not later than such times as will be necessary to provide moneys when needed to provide payments from such Funds or Accounts. The Trustee will make all such investments of moneys held by it in accordance with prior written directions of an Authorized Authority Representative, which will include a certification that the investments being directed are Investment Securities as required by the Indenture. In the absence of written investment instructions from an Authorized Authority Representative, the Trustee will invest solely in a taxable money market fund comprised of obligations issued or guaranteed by the United States Government or repurchase agreements collateralized by such obligations.

Interest and other investment income (net of that which (i) represents a return of accrued interest paid in connection with the purchase of any investment and (ii) is required to offset the amortization of any premium paid in connection with the purchase of any investment) earned on any moneys or investments in such Funds and Accounts (other than the Construction Fund), to the extent resulting in a balance that is in excess of any requirement for such Fund or Account, will be paid into the Revenue Fund; provided, however, that such interest and other investment income will be paid into the Construction Fund to the extent provided in the Supplemental Indentures entered into from time to time. Interest and other investment income earned on any moneys or investments in the Construction Fund or a separate account therein will be held in such Fund or Account for the purposes thereof unless otherwise provided in a Supplemental Indenture.

Nothing in the Indenture will prevent any Investment Securities acquired as investments of funds held under the Indenture from being issued or held in book-entry form.

In making any investment in any Investment Securities with moneys in any Fund or Account established under the Indenture, the Authority may combine such moneys with moneys in any other Fund or Account but solely for the purposes of making such investment in such Investment Securities and provided that any amount so combined will be accounted for separately. Notwithstanding the preceding sentence, no amounts held in a Letter of Credit Account in the Debt Service Fund will be combined with any other amounts in any other Fund or Account for purposes of making investments.

The Authority acknowledges that notwithstanding regulations of the Comptroller of the Currency or other applicable regulatory body that may grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority agrees that the Trustee will not send such confirmations to the Authority to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which will include detail for all investment transactions made by the Trustee under the Indenture.

Payment of Bonds

The Authority will duly and punctually pay or cause to be paid, but solely from the sources specified in the Indenture, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner mentioned in the Bonds according to the true intent and meaning thereof.

Extension of Payment of Bonds

The Authority will not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest then due on the Bonds and in case the maturity of any of the Bonds or the time for payment of any such claims for interest will be extended, such Bonds or claims for interest will not be entitled, in case of any default under the Indenture, to the benefit of the Indenture or to any payment out of Revenues or Funds established by the Indenture (except moneys held in trust for the payment of particular Bonds pursuant to the Indenture), except subject to the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as will not be represented by such extended claims for interest. Nothing in the Indenture will be deemed to limit the right of the Authority to issue Refunding Bonds or other evidences of indebtedness to refund any Bonds and such issuance will not be deemed to constitute an extension of maturity of Bonds.

Officers for Servicing Bonds

During any period for which the book-entry system provided for by the Indenture will not be in effect, the Authority will at all times maintain one or more agencies in the City of Los Angeles, California, where Bonds may be presented for payment and will at all times maintain one or more agencies where Bonds may be presented for registration of transfer or exchange, and where notices, demands and other documents may be served upon the Authority in respect of the Bonds or of the Indenture. The Authority hereby appoints the Trustee as Bond Registrar to maintain an agency for the registration of transfer or exchange of Bonds, and for the service upon the Authority of such notices, demands and other documents, and the Trustee will continuously maintain or make arrangements to provide such services. The Authority hereby appoints the Paying Agent or Agents in such city or cities as its respective agents to maintain such agencies for the payment or redemption of Bonds.

Further Assurance

At any and all times the Authority will, as far as it may be authorized by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, pledging, assigning and confirming in all and singular the rights, Revenues and other moneys, securities and funds hereby pledged or assigned, or intended so to be, or that the Authority may become bound to pledge or assign.

Protection of Pledge of Revenues and Other Moneys

To the extent permitted by law, and subject to the Indenture, the Authority at all times will 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 Owners and any Parity Swap Providers under the Indenture against all claims and demands of all persons whomsoever.

Power to Establish Charges and Collect Amounts

The Authority will have on the Transition Date and as long as any Bonds are Outstanding, good right and lawful power to establish charges and cause to be collected amounts with respect to the use of the Authority Capacity, subject to the terms of the Renewal Transmission Service Contracts. Prior to the Transition Date, the Authority will have good right and lawful power to collect the Interim Revenues, subject to the terms of the Existing Southern Transmission System Agreement.

Creation of Liens; Sale of Authority Capacity

Except as otherwise expressly provided in the Indenture, the Authority will not issue any bonds, notes, debentures or other evidences of indebtedness of similar nature, other than the Bonds or Parity Swaps, payable out of or secured by a security interest in or a pledge or assignment of the Revenues or other moneys, securities or funds held or set aside by the Authority or by the Fiduciaries under the Indenture for the benefit of the Owners of the Bonds and for any Parity Swap Providers and will not create or cause to be created any lien or charge on the Revenues, or on such other moneys, securities or funds; provided, however, that nothing contained in the Indenture will prevent the Authority from issuing, if and to the extent permitted by law (i) evidences of indebtedness (a) payable out of moneys in the Construction Fund as part of the Cost of Acquisition of Capacity, or (b) payable out of or secured by a security interest in or pledge and assignment of Revenues to be derived on and after such date as the pledge of the Revenues provided in the Indenture has been discharged and satisfied as provided the Indenture, or (ii) bonds, notes or other evidences of indebtedness (including, but not limited to, any interest rate exchange or swap agreement, cash flow exchange or swap agreement or other similar financial agreement) payable on a basis subordinate and junior to the Bonds and any Parity Swaps and secured by a lien or charge on Revenues that is subordinate and junior to the lien of the Bonds and the Parity Swaps on Revenues.

The Authority will not sell, assign, lease or otherwise dispose of Authority Capacity if such sale, assignment, lease or other disposition would materially adversely affect the rights or security of the Owner under the Indenture. For so long as the Renewal Transmission Service Contracts are in effect, the Authority will not sell any transmission service utilizing Authority Capacity or the transmission capability thereof except as provided in or permitted by the Renewal Transmission Service Contracts or consent to the sale, lease, mortgage or other disposal of the Southern Transmission System other than in accordance with the Renewal Power Sales Contracts and the Bond Resolution.

Annual Budget

Not less than thirty (30) nor more than forty-five (45) days prior to the beginning of each Fiscal Year, the Authority will adopt and file with the Trustee for such Fiscal Year an Annual Budget prepared in accordance with the provisions of, and in the manner contemplated by, the Renewal Transmission Service Contracts; provided, however, that the first Fiscal Year for purposes of adoption of an Annual Budget therefor will commence as provided in the Renewal Transmission Service Contracts. Notwithstanding the foregoing, the Annual Budget for the first Fiscal Year will be adopted and filed in the most practicable manner available prior to the date upon which such first Fiscal Year begins. Each such Annual Budget will set forth in reasonable detail the estimated Revenues required to be collected for such Fiscal Year and the estimated amount to be deposited in each month of the Fiscal Year in the Funds and Accounts under the Indenture, and will include, particularly, provision for the amounts required (or in good faith estimated to be required) for the accrual or payment (as applicable) of Accrued Debt Service on the Bonds, the payment of Authority Operating Expenses, the funding or replenishment of any reserves (including all Accounts in the Debt Service Reserve Fund) required by the Indenture, provision for any general reserve for Authority Operating Expenses and the estimated amount to be deposited in the

Reserve and Contingency Fund (if any), and provision for any such other expenditures and deposits as the Authority will determine will be necessary or appropriate so as to enable the Authority to comply with the Indenture and the Renewal Transmission Project Agreements, including, where applicable, provision for the payment of the allocable costs of Capital Improvements which are not being financed by proceeds of Bonds for such Fiscal Year. As provided in the Renewal Transmission Service Contracts, the Annual Budget will provide the basis for the monthly billing of amounts ("Monthly Transmission Costs" as defined in the Renewal Transmission Service Contracts) to be paid by the Project Participants thereunder, and will include all amounts necessary for the Authority to satisfy all of its obligations under the Renewal Transmission Project Agreements attributable to the Authority Capacity and all of its obligations under the Indenture. If there are at any time during any Fiscal Year extraordinary receipts or payments of unusual costs with respect to the Authority Capacity, or the amount in the Debt Service Fund or the Debt Service Reserve Fund will be less than the respective balances required by the Indenture, the Authority will promptly adopt in accordance with the provisions of the Renewal Transmission Service Contracts and file with the Trustee an amended Annual Budget for the remainder of such Fiscal Year. The Authority may also at any time adopt in accordance with the provisions of the Renewal Transmission Service Contracts and file with the Trustee an amended Annual Budget for the remainder of the then current Fiscal Year.

Charges and Enforcement

The Authority will at all times establish and collect (or cause to be collected) (i) amounts for the use of the Authority Capacity (including amounts payable under the Renewal Transmission Service Contracts) and (ii) amounts under the Interim Revenues Provision, as will be required to provide Revenues at least sufficient in each Fiscal Year, together with other available funds, for the payment of:

- (i) Authority Operating Expenses during such Fiscal Year;
- (ii) An amount equal to the Aggregate Debt Service for such Fiscal Year;
- (iii) The amount, if any, to be paid during such Fiscal Year into the Participating Bonds Debt Service Reserve Account and any Series Debt Service Reserve Account;
- (iv) The amount, if any, to be paid during such Fiscal Year into the Reserve and Contingency Fund;
- (v) The amount, if any, required to be paid into any fund or account during such Fiscal Year with respect to bonds, notes or other evidences of indebtedness payable on a basis subordinate to the Bonds;
- (vi) The amount, if any, required to be deposited in the General Reserve Fund during such Fiscal Year; and
- (vii) The amount, if any, required to pay all other charges or liens whatsoever payable out of Revenues during such Fiscal Year.

The Authority will not furnish or supply or cause to be furnished or supplied any use or service of the Authority Capacity free of charge to any person, firm or corporation, public or private, and the Authority will, subject to the Indenture, consistent with the Renewal Transmission Project Agreements and subject to the Renewal Transmission Service Contracts, enforce the payment of any and all amounts owing to the Authority by reason of the Authority Capacity by discontinuing such use or service, or by

filing suit therefor, as soon as practicable ninety (90) days after any such amounts are due, or by both such discontinuance and by filing suit.

Receipt by Trustee of Payments Under Renewal Transmission Service Contracts and the Interim Revenues Provision; Enforcement and Amendment of Renewal Transmission Project Agreements

Except as otherwise provided in the Indenture, the Trustee will receive and forthwith deposit in the Revenue Fund (i) all amounts payable to the Trustee pursuant to the Renewal Transmission Service Contracts or otherwise payable to it with respect to use of the Authority Capacity (to the extent amounts payable pursuant to any other such contract are properly allocable to the Indenture) and (ii) all Interim Revenues under the Interim Revenues Provision. Subject to the Indenture, the Authority will enforce or cause to be enforced the provisions of the Renewal Transmission Service Contracts and the Interim Revenues Provision and duly perform its covenants and agreements thereunder. The Authority will not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with the Renewal Transmission Service Contracts or the Interim Revenues Provision that would materially adversely affect the rights or security of the Owners under the Indenture; provided that this provision will not prevent an amendment of any Renewal Transmission Service Contract which is expressly permitted pursuant to the provisions thereof. A copy of the Renewal Transmission Service Contracts and any amendments thereto will be filed with the Trustee.

Subject to the Indenture, the Authority will enforce or cause to be enforced the provisions of the Renewal Transmission Project Agreements to which it is a party and duly perform its covenants and agreements thereunder. The Authority will not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with such Renewal Transmission Project Agreements that will in any manner materially impair or materially adversely affect the rights of the Authority thereunder or the rights or security of the Bondholders under the Indenture; however, nothing in the Indenture will be construed so as to prohibit: (a) amendment of, or other action under or in connection with, any Renewal Transmission Service Contract in accordance with its terms, (b) amendment of the Renewal Southern Transmission System Agreement as contemplated by the Indenture or (c) amendment of, or other action under or in connection with, any Renewal Power Sales Contract or the Bond Resolution, as permitted by the Bond Resolution.

Maintenance of Insurance

The Authority will, at all times after it will acquire the Authority Capacity, insure (or cause to be insured) the Authority Capacity (which may include by the procurement of insurance for the Authority Capacity as provided for pursuant to the Renewal Transmission Project Agreements) from such causes customarily insured against for similar interests held by similar parties and in such relative amounts as are usually obtained, to the extent available on commercially reasonable terms. The Authority will use its best efforts to maintain or cause to be maintained insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those with rights and interests similar to the Authority Capacity, to the extent available on commercially reasonable terms.

The Authority will also use its best efforts to maintain or cause to be maintained any additional or other insurance that it deems necessary or advisable to protect its interests, to the extent available on commercially reasonable terms.

Any such insurance will be in the form of policies or contracts for insurance with insurers or mutual companies of good standing and will be payable to the Trustee, the Authority or IPA (or, to the extent such insurance is obtained pursuant to the Renewal Transmission Project Agreements, to the

appropriate party therefor), or may be in the form of self-insurance by the Authority or IPA. The Authority agrees that it will establish pursuant to a Supplemental Indenture such fund or funds or reserves as are necessary to provide for its share of any such self-insurance. The Supplemental Indenture establishing such fund or funds or reserves will set forth the amounts to be included in such fund or funds or reserves, the person to hold such fund or funds or reserves and any other matters and things relative to such fund or funds or reserves that are not contrary to or inconsistent with the Indenture.

The Authority will file or cause to be filed with the Trustee annually, within one hundred (100) days after the close of each Fiscal Year, a certificate setting forth (i) a description in reasonable detail of the insurance then in effect, including any self-insurance fund maintained, pursuant to the requirements of the Indenture and that the Authority has complied in all respects with the requirements of this the Indenture and (ii) whether during such Fiscal Year any loss has been incurred relating to the Authority Capacity and, if so, the amount of insurance proceeds, including the proceeds of any self-insurance fund, covering such loss and specifying the reasonable and necessary costs relating thereto.

The Trustee will not be responsible for the adequacy of any insurance provided by the Authority under the Indenture.

Reconstruction; Application of Insurance Proceeds

If any useful portion of the Southern Transmission System attributable to the Authority Capacity is damaged, destroyed or taken by eminent domain proceedings, the Authority as expeditiously as possible, continuously and diligently enforce its rights under the Renewal Agreements for the Acquisition of Capacity (or otherwise not inconsistent herein) to cause to be completed the repair, reconstruction or replacement thereof. The proceeds of any condemnation award or insurance payable to the Authority, including the proceeds of any self-insurance fund, paid on account of such damage, destruction or taking (other than any business interruption loss insurance) will, to the extent attributable to the Authority Capacity, be deposited into the Construction Fund and held by the Trustee and made available for, and to the extent necessary be applied to, the Cost of Acquisition of Capacity. Pending such application, such proceeds will be invested by the Trustee at the written direction of the Authority in Investment Securities that mature not later than such times as will be necessary to provide moneys when needed to pay the Cost of Acquisition of Capacity. Interest earned on such account or investments will be deposited into the General Reserve Fund unless otherwise instructed in writing by the Authority. The proceeds of any condemnation award or insurance, including the proceeds of any self-insurance fund, not applied within thirty-six (36) months after receipt thereof by the Trustee to the Cost of Acquisition of Capacity, or that the Authority will at any time notify the Trustee are not to be so applied, will (notwithstanding any provision of the Indenture with respect to the application of amounts in the Construction Fund to the contrary) be deposited into the General Reserve Fund or into such other Fund or Account to be applied for such purposes relating to the Authority Capacity as directed by an Authorized Authority Representative after consultation with Bond Counsel. Notwithstanding the foregoing, in the event that payments are made from the Reserve and Contingency Fund for any Cost of Acquisition of Capacity prior to the availability of any condemnation award or insurance proceeds, including the proceeds of any self-insurance fund therefor, the condemnation award or proceeds when received will be deposited in the Reserve and Contingency Fund to the extent of such payments therefrom.

If the proceeds of insurance, including the proceeds of any self-insurance fund, authorized by this the Indenture to be applied to the Cost of Acquisition of Capacity are insufficient for such purpose, the deficiency may be supplied out of moneys in the Reserve and Contingency Fund to the extent, as shown by a certificate of an Authorized Authority Representative filed with the Trustee, not needed to be reserved for the purposes provided therefor.

The proceeds of business interruption loss insurance relating to the Authority Capacity, if any, will be paid into the Revenue Fund.

Accounts and Reports

The Authority will keep or cause to be kept proper books of record and account (separate from all other records and accounts), in which complete and correct entries in all material respects will be made of its transactions relating to the Southern Transmission System and each Fund and Account established under the Indenture and relating to costs and charges under the Renewal Transmission Service Contracts, that, together with the Renewal Transmission Service Contracts and all other books and papers of the Authority, including insurance policies maintained by the Authority, relating to the Southern Transmission System, will at all times be subject to the inspection of the Trustee (which will have no duty to so inspect) and the Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee will furnish statements to the Authority promptly after the end of each month of the respective transactions during such month relating to each Fund and Account held by it under the Indenture. The Authority will have the right upon reasonable notice and during reasonable business hours to audit the books and records of the Trustee with respect to the Funds and Accounts held by the Trustee under the Indenture.

The Authority will, within one hundred fifty (150) days after the close of each succeeding Fiscal Year, cause to be filed with the Trustee, and otherwise as provided by law, a copy of an annual report for such Fiscal Year, accompanied by an Accountant's Certificate, relating to the Southern Transmission System and including the following statements in reasonable detail: a statement of assets and liabilities as of the end of such Fiscal Year, to the extent relating to the Southern Transmission System; a statement of operations for such Fiscal Year; and a summary with respect to each Fund and Account established under the Indenture of the receipts therein and disbursements therefrom during such Fiscal Year and the amount held therein at the end of such Fiscal Year.

The Authority will file with the Trustee (a) forthwith upon becoming aware of any Event of Default or default in the performance by the Authority of any covenant, agreement or condition contained in the Indenture, a certificate of an Authorized Authority Representative specifying such Event of Default or default and (b) within one hundred fifty (150) days after the end of each Fiscal Year, commencing with the first Fiscal Year ending after the issuance of the first Series of Bonds under the Indenture, a certificate of an Authorized Authority Representative stating whether, to the best of the signer's knowledge and belief, the Authority has kept, observed, performed and fulfilled its covenants and obligations contained in the Indenture and whether there exists at the date of such certificate any default by the Authority under the Indenture or any Event of Default or other event that, with the lapse of time or giving of notice specified in the Indenture would become an Event of Default, and, if any such default or Event of Default or other event will so exist, the nature and status thereof.

The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Indenture will be available for the inspection of Owners at the office of the Trustee and will be mailed to each Owner who will file a written request therefor with the Trustee. The Trustee may charge each Owner requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

Payment of Taxes and Charges

Subject to the Indenture, the Authority will from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or required payments in lieu thereof, lawfully imposed upon or relating to the Southern Transmission System (to the extent payable by the Authority) or upon the rights, revenues, income, receipts, and other moneys, securities and funds of the Authority relating to the Southern Transmission System when the same will become due, and all lawful claims for labor and material and supplies relating to or allocable to the Southern Transmission System (to the extent payable by the Authority), except those taxes, assessments, charges or claims that the Authority in good faith contests by proper legal proceedings if the Authority in each such case has set aside on its books reserves deemed adequate with respect thereto.

General; Subordination to Rights of Project Participants

Subject to the Indenture, the Authority will do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act and the Indenture.

Upon the date of authentication and delivery of any of the Bonds, all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds will exist, have happened and have been performed and the issuance of such Bonds will comply in all respects with the applicable laws of the State of California.

Events of Default

Each of the following will constitute an Event of Default under the Indenture:

- (i) Except as provided in the Indenture, default in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same will become due and payable, whether at maturity or by call for redemption, or otherwise;
- (ii) Default 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 will become due and payable; or
- (iii) Default by the Authority 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 will continue for a period of one hundred twenty (120) days after written notice thereof to the Authority by the Trustee or to the Authority and to the Trustee by the Owners of not less than twenty-five (25%) in principal amount of the Bonds Outstanding.

Application of Revenues and other Moneys After Default

The Authority covenants that if an Event of Default will have happened and will not have been remedied, the Authority, upon the written demand of the Trustee, will cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the Authority in any Fund or Account under the Indenture (except for such Funds and Accounts and any other amounts that the Indenture provides are not a source of payment for the Bonds) and (ii) all Revenues as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Trustee will apply all moneys, securities, funds and Revenues pledged to the benefit of the Owners of the Bonds and any Parity Swap Providers (i) received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture and (ii) held by the Trustee pursuant and subject to, the terms and conditions of, the Indenture, as follows and in the following order:

- (i) Expenses of Fiduciaries – to the payment of the reasonable and proper charges, expenses and liabilities of the Fiduciaries, including, without limitation, those of its attorneys and advisors;
- (ii) Authority Operating Expenses – to the payment of the amounts required for reasonable and necessary Authority Operating Expenses. For this purpose, the books of record and accounts of the Authority relating to the Southern Transmission System will at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default; and
- (iii) Interest, Principal or Redemption Price and Parity Swaps – to the payment of the interest and principal or Redemption Price then due on the Bonds and obligations under Parity Swaps, as follows:

First: Interest – To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available will not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal or Redemption Price and Parity Swaps – To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds that will have become due, whether at maturity or by call for redemption, and all obligations under any Parity Swaps that will have become due and payable (with any termination payments due under any Parity Swaps being payable on a basis subordinate and junior to the payment of the principal or Redemption Price of any Bonds), in the order of their due dates, and, if the amount available will not be sufficient to pay in full all the Bonds and Parity Swaps (other than termination payments thereunder) due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price or payments due under any Parity Swaps (other than termination payments thereunder) due on such date, to the persons entitled thereto, without any discrimination or preference.

If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee (including without limitation reasonable fees and expenses of its attorneys), and all other sums payable for the account of the Authority under the Indenture, including the principal or Redemption Price of and accrued unpaid interest on all Bonds that will then be payable, and all obligations of the Authority to any Parity Swap Providers, will be paid by or for the account of the Authority, or provision satisfactory to the Trustee and the Parity Swap Providers, as the case may be, will be made for such payment, and all defaults under the Indenture or the Bonds will be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate will be made therefor, the Trustee will pay over to the Authority 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 to be deposited or pledged, with the Trustee), and thereupon the Authority and the Trustee will be restored, respectively, to their former positions and rights under the Indenture. Neither such payment by the Trustee nor such restoration of the Authority and the Trustee to their former positions and rights will extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Notice of Default

The Trustee will promptly mail notice of the occurrence of any Event of Default to each registered owner of Bonds then Outstanding at his or her address, if any, appearing upon the registry books of the Authority kept by the Bond Registrar.

Responsibilities of Fiduciaries

Any recitals of fact in the Indenture and in the Bonds contained will be taken as the statements of the Authority and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of the Indenture or of any Bonds issued under the Indenture or as to the security afforded by the Indenture, and no Fiduciary will incur any liability in respect thereof. The Trustee will, however, be responsible for its representation contained in its certificate of authentication on the Bonds. No Fiduciary will be under any responsibility or duty with respect to the application of any moneys paid by such Fiduciary in accordance with the provisions of the Indenture to any other Fiduciary. No Fiduciary will be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of the Indenture, no Fiduciary will be liable in connection with the performance of its duties under the Indenture except for its own negligence, misconduct or default.

The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee will exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of the Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely will be subject to the provisions of the Indenture.

The Trustee will have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds except for any information, statement or recital provided by the Trustee in writing for inclusion in any such official statement, offering memorandum or disclosure material. The Trustee will not be deemed to have knowledge of an Event of Default under the Indenture unless it will have actual knowledge of such Event of Default. The immunities extended to the Trustee also extend to its directors, officers, employees and agents. The permissive right of the Trustee to do things specified in the Indenture will not be construed as a duty. The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers.

Resignation of Trustee

The Trustee may at any time resign and be discharged of the duties and obligations created by the Indenture by giving not less than sixty (60) days' written notice to the Authority and any Parity Swap

Providers specifying the date when such resignation will take effect, and such resignation will take effect upon the day specified in such notice unless previously a successor will have been appointed by the Authority with the approval of the Owners as provided in the Indenture and such successor will have accepted such appointment as provided in the Indenture, in which event such resignation will take effect immediately upon the appointment of such successor.

Removal of Trustee

The Trustee may be removed at any time by (i) an instrument in writing, filed with the Trustee, signed by an Authorized Authority Representative, unless an Event of Default has occurred and is continuing, or (ii) an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Owners of a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the Authority. Such removal will take effect immediately upon the appointment of a successor as provided in the Indenture and acceptance of such appointment by such successor.

Appointment of Successor Trustee; Financial Qualifications of Trustee and Successor Trustee

In case at any time the Trustee resigns or is removed or has become incapable of acting, or is adjudged as bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs, a successor may be appointed by the Owners of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Authority and the predecessor Trustee; provided, nevertheless, that unless a successor Trustee will have been appointed by the Owners as aforesaid, the Authority, by a duly executed written instrument signed by an Authorized Authority Representative, will forthwith appoint a Trustee to fill such vacancy until a successor Trustee will be appointed by the Owners as authorized in the Indenture. Any successor Trustee appointed by the Authority will, immediately and without further act, be superseded by a Trustee appointed by the Owners.

If no appointment of a successor Trustee will be made pursuant to the foregoing provisions of the Indenture within forty-five (45) days after the Trustee will have given to the Authority written notice as provided in the Indenture or after a vacancy in the office of the Trustee will have occurred by reason of its inability to act, removal or for any other reason whatsoever, the Trustee (in the case of its resignation under the Indenture) or the Owner of any Bond (in any case) may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

The Trustee appointed under the provisions of the Indenture or any successor to the Trustee will be a bank, trust company or national banking association, doing business and having a corporate trust office in New York, New York, Los Angeles, California, or San Francisco, California, and having capital stock and surplus aggregating at least \$75,000,000, if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture.

Resignation or Removal of Paying Agent and Appointment of Successor

Any Paying Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least sixty (60) days' written notice to the Authority, each Parity Swap

Provider, if any, and the Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Authority Representative. Any successor Paying Agent will be appointed by the Authority with the approval of the Trustee and will be a bank or trust company organized under the laws of any state of the United States of America or a national banking association, having capital stock and surplus aggregating at least \$25,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent will pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee. In the event that for any reason there will be a vacancy in the office of any Paying Agent, the Trustee will act as such Paying Agent.

Supplemental Indentures Effective Upon Filing with the Trustee

For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture of the Authority may be executed and delivered by the Authority which, upon the filing with the Trustee of a copy thereof as so executed certified by an Authorized Authority Representative, will be fully effective in accordance with its terms:

1. To close the Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Indenture on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;
2. To add to the covenants and agreements of the Authority in the Indenture, other covenants and agreements to be observed by the Authority that are not contrary to or inconsistent with the Indenture as theretofore in effect;
3. To add to the limitations and restrictions in the Indenture, other limitations and restrictions to be observed by the Authority that are not contrary to or inconsistent with the Indenture as theretofore in effect;
4. To authorize Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in the Indenture, or provide for the issuance of such Series of Bonds as Subsidy Payment bonds or other forms of bonds the interest on which is not excluded from the gross income of the Owners thereof for federal income tax purposes and to comply with any applicable tax law requirements with respect thereto, and also any other matters and things relative to such Bonds that are not contrary to or inconsistent with the Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;
5. To confirm, as further assurance, any security interest or pledge created under the Indenture;
6. To authorize the establishment of a fund or funds to enable the Authority to self-insure against the risks and hazards relating to the Authority Capacity and the interests of the Authority and of the Owners as described in the Indenture;
7. To modify any of the provisions of the Indenture in any other respect whatsoever, provided that (i) no Bonds will be Outstanding at the date of the execution and delivery

of such Supplemental Indenture or (ii) (a) such modification will be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of the execution and delivery of such Supplemental Indenture will cease to be Outstanding and (b) such Supplemental Indenture will be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the execution and delivery of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof;

8. To amend, modify or supplement the Indenture in such manner as does not materially adversely affect the rights of the Owners of the Bonds (including, but not limited to, amending, modifying or supplementing the Indenture in such manner as the Authority deems appropriate to provide for an interest rate exchange or swap agreement, cash flow exchange or swap agreement or other similar financial agreement payable on a basis subordinate and junior to the Bonds and any Parity Swaps, as provided in the Indenture), provided that the Trustee is first furnished with an Opinion of Bond Counsel to the effect that such amendment, modification or supplement is permitted under the Indenture (which permission may be pursuant to the Indenture) and will not adversely affect the validity of the Bonds and, if applicable, the exclusion of interest on the Bonds from the gross income of the Owners thereof for federal income tax purposes; and
9. To comply with additional requirements that a Rating Agency may impose in order to issue or maintain a rating on the Bonds, provided that any Supplemental Indenture the purpose of which is to effect such changes will be effective only upon delivery to the Authority and the Trustee of an Opinion of Bond Counsel that such changes will not adversely affect the validity of the Bonds and, if applicable, the exclusion of interest on the Bonds from the gross income of the Owners thereof for federal income tax purposes.

Supplemental Indentures Effective Upon Consent of Trustee

For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be executed and delivered by the Authority which, upon (i) the filing with the Trustee of a copy thereof as so executed certified by an Authorized Authority Representative, and (ii) the filing with the Authority of an instrument in writing made by the Trustee consenting thereto, will be fully effective in accordance with its terms:

- a. To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Indenture; or
- b. 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.

Supplemental Indentures Effective with Consent of Owners

At any time or from time to time, a Supplemental Indenture may be executed and delivered by the Authority subject to consent by Owners in accordance with and subject to the provisions of Article XI, which Supplemental Indenture, upon the filing with the Trustee of a copy thereof as so executed certified by an Authorized Authority Representative and upon compliance with the provisions of said Article XI, will become fully effective in accordance with its terms as provided in said Article XI. Notwithstanding the foregoing or anything else to the contrary in the Indenture, if so provided in a Supplemental Indenture relating to a Series of Bonds, a municipal bond insurer insuring the Bonds of that Series (or a portion

thereof) will have the right, in lieu of the Owners of the Bonds that are so insured, to consent on behalf of such Owners to any amendment to the Indenture, other than an amendment described in the Indenture.

General Provisions

The Indenture will 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 in the Indenture contained will affect or limit the right or obligation of the Authority 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 Authority to execute and deliver to any Fiduciary any instrument that elsewhere in the Indenture it is provided will be delivered to said Fiduciary.

Any Supplemental Indenture referred to and permitted or authorized by the Indenture may be executed and delivered by the Authority without the consent of any of the Owners, but will become effective only on the conditions, to the extent and at the time provided in the Indenture, respectively. The copy of every Supplemental Indenture as executed by the Authority when filed with the Trustee will be accompanied by an Opinion of Bond Counsel stating that such Supplemental Indenture has been duly and lawfully executed and delivered in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, and is valid and binding upon the Authority and enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally or as to the availability of any particular remedy. Upon receipt of any Supplemental Indenture referred to and permitted or authorized by the Indenture accompanied by such an Opinion of Bond Counsel, the Trustee will execute such Supplemental Indenture.

The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Indenture referred to and permitted or authorized by the Indenture, to execute such Supplemental Indenture and to make all further agreements and stipulations as may be therein contained, and the Trustee in taking such action will be fully protected in relying on an Opinion of Bond Counsel that such Supplemental Indenture is authorized or permitted by the provisions of the Indenture.

No Supplemental Indenture will change or modify any of the rights or obligations under the Indenture of any Fiduciary without its written assent thereto.

Defeasance

If the Authority will pay or cause to be paid, or there will otherwise be paid, to the owners of all Bonds the principal or Redemption Price, if applicable, of and interest, if any, due or to become due thereon, and to each of the Parity Swap Providers, if any, all of the obligations of the Authority under the Parity Swaps, at the times and in the manner stipulated therein and in the Indenture, then the lien of the Indenture and all covenants, agreements and other obligations of the Authority to the Owners and the Parity Swap Providers under the Indenture, will thereupon cease, terminate and become void and be discharged and satisfied; provided, however, that notwithstanding anything to the contrary in the Indenture, upon the defeasance of Bonds as provided in the Indenture, the Authority's and the Trustee's obligations under the Indenture will not be discharged until such Bonds and all accrued and unpaid interest have been paid in full upon the maturity or earlier redemption thereof. In such event, the Trustee will cause an accounting for such period or periods as will be requested by the Authority to be prepared and filed with the Authority and, upon the request of the Authority will execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries will pay over or deliver, as directed by the Authority, all moneys or securities held by them pursuant to the Indenture that are not required for the payment of principal or Redemption Price, if applicable, and interest due or to become due on Bonds not theretofore surrendered for such payment or

redemption. If the Authority will pay or cause to be paid, or there will otherwise be paid, to the Owners of any Outstanding Bonds the principal or Redemption Price, if applicable, and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, such Bonds will cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the Authority to the Owners of such Bonds will thereupon cease, terminate and become void and be discharged and satisfied except for remaining rights of registration of transfer and exchange of Bonds.

Bonds (which may be less than all of the Bonds then Outstanding) or interest installments for the payment or redemption of which moneys will have been set aside and will be held in trust by the Trustee or the Paying Agent (through deposit pursuant to the Indenture of funds for such payment or redemption or otherwise) at the maturity, payment or redemption date thereof will be deemed to have been paid within the meaning and with the effect expressed in the Indenture. Any Outstanding Bonds will prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the Indenture if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority will have given to the Trustee irrevocable instructions accepted in writing by the Trustee to mail as provided in Article IV notice of redemption of such Bonds on said date, (b) there will have been deposited with the Trustee either moneys (including moneys withdrawn and deposited pursuant to any Supplemental Indenture) in an amount that will be sufficient, or Defeasance Obligations (including any Defeasance Obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys that, together with the moneys, if any, on deposit with the Trustee, will be sufficient, in the opinion of an independent certified public accountant or independent arbitrage consultant, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be, and (c) the Authority will have given the Trustee in form satisfactory to it irrevocable instructions to mail, postage prepaid, to the Owners of such Bonds, at their last addresses, if any, appearing upon the registry books, a notice that the deposit required by clause (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, on said Bonds. Any notice mailed pursuant to the preceding sentence with respect to Bonds that constitute less than all of the Outstanding Bonds of any maturity within a Series will specify the letter and number or other distinguishing mark of each such Bond. The mailing of any notice required by the Indenture will not be a condition precedent to the payment of Bonds in accordance with the Indenture and the failure so to mail any notice will not affect the validity of the proceedings for the payment of Bonds in accordance with the Indenture. Neither Defeasance Obligations nor moneys deposited with the Trustee pursuant to the Indenture nor principal or interest payments on any such Defeasance Obligations will be withdrawn or used for any purpose other than, and will be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Trustee, (A) to the extent such cash will not be required at any time for such purpose, as certified to the Trustee by an Accountant's Certificate, will be paid over upon the direction of the Authority as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under the Indenture and (B) to the extent such cash will be required for such purpose at a later date, will, to the extent practicable, be reinvested pursuant to the direction of the Authority in Defeasance Obligations (including Defeasance Obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States) maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments will be paid over as received by the Trustee, free and clear of any lien, pledge or security interest securing said Bonds or otherwise existing under the Indenture. For the purposes of the Indenture, Defeasance Obligations means

and include only such securities which will not be subject to redemption prior to their maturity other than at the option of the owner thereof.

For purposes of determining whether Variable Interest Rate Bonds will be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of moneys, or Defeasance Obligations and moneys, if any, in accordance with the second sentence of the Indenture, the interest to come due on such Variable Interest Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be, for any period for which such interest will not yet be determinable will be calculated at the Maximum Interest Rate permitted by the terms thereof; provided, however, that if on any date, as a result of such Variable Interest Rate Bonds having borne interest at less than such Maximum Interest Rate for any period, the total amount of moneys and Defeasance Obligations on deposit with the Trustee for the payment of interest on such Variable Interest Rate Bonds is in excess of the total amount that would have been required to be deposited with the Trustee on such date in respect of such Variable Interest Rate Bonds in order to satisfy the Indenture, the Trustee will, if requested by the Authority, pay the amount of such excess to the Authority free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under the Indenture. Notwithstanding the foregoing, if (i) Variable Interest Rate Bonds of a given maturity provide that the interest rate for such Variable Interest Rate Bonds may bear a fixed rate of interest for a period of six months or longer, (ii) the interest rate with respect to such Variable Interest Rate Bonds is currently accruing at a fixed rate of interest for a period of six months or longer and (iii) all or a portion of such Variable Interest Rate Bonds are to be purchased or redeemed on or prior to the last date upon which such Variable Interest Rate Bonds are to bear such fixed rate of interest, then in determining the amount of moneys or Defeasance Obligations required to be set aside as provided in the Indenture, such Variable Interest Rate Bonds will be deemed to bear a fixed rate of interest and this paragraph will not apply.

SUMMARY OF CERTAIN PROVISIONS OF THE FOURTH SUPPLEMENTAL INDENTURE

The following is a summary of certain provisions of the Fourth Supplemental Indenture. This summary is not to be considered a full statement of the terms of the Fourth Supplemental Indenture and accordingly is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not defined in this summary or in the Official Statement have the respective meanings set forth in the Fourth Supplemental Indenture.

Certain Definitions

Interest Payment Date means, with respect to the 2025-1 Bonds, January 1 and July 1 of each year, as further specified in the Fourth Supplemental Indenture.

2025-1 Bonds means the Authority's Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, authorized by the Fourth Supplemental Indenture.

2025-1 Capitalized Interest Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Capitalized Interest Account established pursuant to the Fourth Supplemental Indenture.

2025-1 Costs of Issuance Subaccount means the special subaccount in the 2025-1 Project Account designated as the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Costs of Issuance Subaccount established pursuant to the Fourth Supplemental Indenture.

2025-1 Debt Service Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Account established pursuant to the Fourth Supplemental Indenture.

2025-1 Debt Service Reserve Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Reserve Account established pursuant to the Fourth Supplemental Indenture.

2025-1 Debt Service Reserve Account Policy means a surety bond, insurance policy, line of credit, letter of credit or similar instrument issued to the Trustee by an entity licensed to issue a surety bond, insurance policy, line of credit, letter of credit or similar instrument guaranteeing the timely payment of debt service on the 2025-1 Bonds (such entity, a "municipal bond insurer"), which municipal bond insurer, at the time any such surety bond, insurance policy, line of credit, letter of credit or similar instrument is issued, will have its claims paying ability rated in not lower than the second highest rating category (without regard to any gradations within any such category) by at least two nationally-recognized credit rating agencies.

2025-1 Debt Service Reserve Requirement means \$0.

2025-1 Parity Swap means any Parity Swap hereafter entered into by the Authority which will be designated to the Trustee by an Authorized Authority Representative as a 2025-1 Parity Swap (whether or not such Parity Swap will relate to any particular Series of Bonds as provided in such Parity Swap).

2025-1 Parity Swap Provider means the provider of any 2025-1 Parity Swap.

2025-1 Project Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Project Account established pursuant to the Fourth Supplemental Indenture.

Investment Income

Interest and other investment income (net of that which (i) represents a return of accrued interest paid in connection with the purchase of any investment and (ii) is required to offset the amortization of any premium paid in connection with the purchase of any investment) earned on any moneys or investments in the Funds and Accounts (other than any Rebate Fund) established under the Indenture, to the extent resulting in a balance that is in excess of any requirement for such Fund or Account, will be paid into the Revenue Fund.

Establishment and Application of 2025-1 Project Account

The Authority will establish and the Trustee will maintain and hold in trust in the Construction Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Project Account,” with a separate subaccount therein designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Costs of Issuance Subaccount.” Amounts in the 2025-1 Project Account and 2025-1 Costs of Issuance Subaccount will be applied as set forth in the Indenture.

(2) Upon receipt of any requisition signed by an Authorized Authority Representative for payment or reimbursement from the Construction Fund pursuant to the Original Indenture, the Trustee shall, unless instructed by the Authority in such requisition that such payment is to be made from another project account established pursuant to a Supplemental Indenture entered into subsequent to the Fourth Supplemental Indenture, (i) to the extent such requisition is for the payment of costs of issuance of the 2025 Bonds, pay such requisitioned amounts out of the 2025-1 Costs of Issuance Subaccount and the 2025-2 Costs of Issuance Subaccount established under the Fifth Supplemental Indenture proportionately based on the amounts initially deposited to such subaccounts or as otherwise directed by the Authority, and (ii) to the extent that such requisition is for the payment of other items of the Cost of Acquisition of Capacity, pay such requisitioned amounts out of the 2025-1 Project Account. If any amount shall remain in the 2025-1 Costs of Issuance Subaccount after all costs of issuance of the 2025-1 Bonds have been paid, as stated in a certificate of an Authorized Authority Representative, such remainder shall be transferred to the 2025-1 Debt Service Account (with such transferred amount to be used to pay interest on the 2025-1 Bonds), or if no such certificate is received, then 180 days after the date of issuance of the 2025-1 Bonds, the Trustee shall make such transfer and the Trustee shall close the 2025-1 Costs of Issuance Subaccount.

Establishment and Application of 2025-1 Debt Service Account

The Authority will establish and the Trustee will maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Account.” Amounts in the 2025-1 Debt Service Account will be applied as set forth in the Fourth Supplemental Indenture.

The Trustee will pay out of the 2025-1 Debt Service Account subject to the Fourth Supplemental Indenture, without preference or priority of one transfer over the others (a) to the Paying Agents, if any, (i) on or before each January 1 and July 1 the amount required for the interest payable on such date, (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date, and (iii) on or before any redemption date for 2025-1 Bonds, the amount required for the payment of the Redemption Price thereof and interest on the 2025-1 Bonds then to be

redeemed and (b) to the 2025-1 Parity Swap Providers, if any, any regularly-scheduled amounts due and payable by the Authority under any 2025-1 Parity Swap on the due date therefor. Amounts so paid to the Paying Agents with respect to the 2025-1 Bonds will be applied by any such Paying Agents on the due dates thereof. The Trustee will also pay out of the 2025-1 Debt Service Account the accrued interest included in the purchase price of any 2025-1 Bonds purchased for retirement. Notwithstanding anything to the contrary in the Fourth Supplemental Indenture or the Indenture, any termination payments payable by the Authority under any 2025-1 Parity Swap will be payable on a basis subordinate and junior to the payments due to 2025-1 Parity Swap Providers described in the Fourth Supplemental Indenture.

Except as provided in the Fourth Supplemental Indenture, all amounts held at any time in the 2025-1 Debt Service Account will be held until applied on a parity basis for the ratable security and payment of (i) Accrued Debt Service on the 2025-1 Bonds and (ii) amounts due and payable by the Authority under the 2025-1 Parity Swaps, if any, at any time in proportion to the amounts accrued or due and payable, as applicable.

In the event of the refunding (or other defeasance) of any 2025-1 Bonds, the Trustee will, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, withdraw from the 2025-1 Debt Service Account amounts accumulated therein with respect to Debt Service on the 2025-1 Bonds being refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-1 Bonds being refunded (or otherwise defeased); provided that such withdrawal will not be made unless (a) immediately thereafter the 2025-1 Bonds being refunded (or otherwise defeased) will be deemed to have been paid pursuant to the Indenture, and (b) the amount remaining in the 2025-1 Debt Service Account after such withdrawal will not be less than the amount required to be held therein pursuant to the Indenture.

Establishment and Application of 2025-1 Capitalized Interest Account

The Authority will establish and the Trustee will maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Capitalized Interest Account.” The 2025-1 Capitalized Interest Account will be initially funded upon the issuance and delivery of the 2025-1 Bonds, pursuant to the Fourth Supplemental Indenture. Amounts in the 2025-1 Capitalized Interest Account will be invested in Investment Securities consisting of U.S. Treasury Securities—State and Local Government Series as instructed by an Authorized Authority Representative and will be applied as set forth in the Fourth Supplemental Indenture. Interest and other investment income earned on investments in the 2025-1 Capitalized Interest Account will remain therein, to be applied as set forth in the Fourth Supplemental Indenture.

The Trustee will pay out of the 2025-1 Capitalized Interest Account subject to the Fourth Supplemental Indenture, to the Paying Agents, if any, on or before each January 1 and July 1, from [July 1, 2025 to July 1, 2029], inclusive, all or a portion of the amount required for the interest on the 2025-1 Bonds payable on such date as set forth in Fourth Supplemental Indenture. See “APPENDIX G - ESTIMATED DEBT SERVICE REQUIREMENTS.” Amounts so paid to the Paying Agents with respect to the 2025-1 Bonds will be applied by any such Paying Agents on the due dates thereof. The Trustee will also pay out of the 2025-1 Capitalized Interest Account the accrued interest included in the purchase price of any 2025-1 Bonds purchased for retirement.

The Trustee will transfer any amounts in the 2025-1 Capitalized Interest Account not needed to pay interest on the 2025-1 Bonds to the Rebate Fund or the 2025-1 Project Account, as instructed by an Authorized Authority Representative.

Establishment, Pledge, Funding and Application of 2025-1 Debt Service Reserve Account

The Authority will establish and the Trustee will maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-1, Debt Service Reserve Account.” The 2025-1 Debt Service Reserve Account will not be initially funded upon the issuance and delivery of the 2025-1 Bonds. At the sole discretion of the Board of Directors, the 2025-1 Debt Service Reserve Account may thereafter be funded from time to time or at any time at such level as determined by the Board of Directors. In the event the 2025-1 Debt Service Reserve Account will at any time be funded pursuant to the Fourth Supplemental Indenture, such 2025-1 Debt Service Reserve Account.

During any period in which the Authority has determined, in its sole discretion, to fund the 2025-1 Debt Service Reserve Account as provided in the Fourth Supplemental Indenture, the amount determined by the Authority to be maintained therein will, during such period, constitute the 2025-1 Debt Service Reserve Requirement for purposes of the Fourth Supplemental Indenture. Except as provided in the Fourth Supplemental Indenture, the Authority will at all times maintain an amount equal to the 2025-1 Debt Service Reserve Requirement in the 2025-1 Debt Service Reserve Account until the 2025-1 Bonds are discharged in accordance with the provisions of the Indenture. In the event of any deficiency in the 2025-1 Debt Service Reserve Account, the Authority will replenish such deficiency by depositing monthly at least one twelfth (1/12th) of the aggregate amount of each unreplenished prior draw on the 2025-1 Debt Service Reserve Account and the full amount of any deficiency due to any required valuations of the investments in the 2025-1 Debt Service Reserve Account until the balance in the 2025-1 Debt Service Reserve Account is at least equal to the 2025-1 Debt Service Reserve Requirement.

All Investment Securities credited to the 2025-1 Debt Service Reserve Account will be valued as of July 1 of each year (or the next preceding or succeeding Business Day, as determined by the Authority, if any such July 1 is not a Business Day) at the greater of the cost of such Investment Securities or the amortized value thereof, exclusive of accrued interest.

Notwithstanding anything to the contrary in the Indenture or the Fourth Supplemental Indenture, all amounts in the 2025-1 Debt Service Reserve Account will be used and withdrawn by the Trustee solely for the purpose of (i) paying principal of and interest on the 2025-1 Bonds in the event moneys in the 2025-1 Debt Service Account are insufficient, or (ii) making the final principal and interest payment on the 2025-1 Bonds.

In the event of the refunding (or other defeasance) of any 2025-1 Bonds, the Trustee, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, will withdraw from the 2025-1 Debt Service Reserve Account amounts accumulated therein with respect to Debt Service on the 2025-1 Bonds being refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-1 Bonds being refunded (or otherwise defeased); provided that such withdrawal will not be made unless (a) immediately thereafter the 2025-1 Bonds being refunded (or otherwise defeased) will be deemed to have been paid pursuant to the Indenture, and (b) the amount remaining in the 2025-1 Debt Service Reserve Account after such withdrawal will not be less than the requirement of such Account pursuant to the Fourth Supplemental Indenture.

Notwithstanding anything herein to the contrary, at the option of the Authority amounts required to be held in the 2025-1 Debt Service Reserve Account may be substituted, in whole or in part, by the deposit with the Trustee of a 2025-1 Debt Service Reserve Account Policy in a stated amount equal to the amounts so substituted and any 2025-1 Debt Service Reserve Account Policy then held in the 2025-1 Debt Service Reserve Account may be replaced at the option of the Authority by cash or by another

2025-1 Debt Service Reserve Account Policy in whole or in part; provided that prior to the substitution or replacement of such 2025-1 Debt Service Reserve Account Policy the credit rating agencies then rating the 2025-1 Bonds will have been notified by the Authority of such proposed substitution or replacement and the substitution or replacement will not result, as evidenced by letters from such rating agencies, in a downgrading or withdrawal of any rating of the 2025-1 Bonds then in effect by such rating agencies; and provided further that the Authority will have first received an Opinion of Bond Counsel to the effect that such substitution or replacement will not adversely affect, if applicable, the exclusion of interest on the 2025-1 Bonds from the gross income of the owners thereof for federal income tax purposes. Any moneys so withdrawn from the 2025-1 Debt Service Reserve Account will, with the prior approval of Bond Counsel, be transferred to the General Reserve Fund and used in accordance with the provisions of the Indenture or otherwise used in a manner that is consistent with such Opinion of Bond Counsel.

So long as a 2025-1 Debt Reserve Account Policy will be in full force and effect, any deposits required to be made with respect to the 2025-1 Debt Service Reserve Account pursuant to the Indenture will include any amounts due to the provider of the 2025-1 Debt Service Reserve Account Policy resulting from a draw on the 2025-1 Debt Service Reserve Account Policy (which amounts will constitute a deficiency or withdrawal from the 2025-1 Debt Service Reserve Account within the meaning of the Indenture). Any such amounts will be paid to the provider of such 2025-1 Debt Service Reserve Account Policy as provided in such 2025-1 Debt Service Reserve Account Policy or any related agreement.

SUMMARY OF CERTAIN PROVISIONS OF THE FIFTH SUPPLEMENTAL INDENTURE

The following is a summary of certain provisions of the Fifth Supplemental Indenture. This summary is not to be considered a full statement of the terms of the Fifth Supplemental Indenture and accordingly is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not defined in this summary or in the Official Statement have the respective meanings set forth in the Fifth Supplemental Indenture.

Certain Definitions

Interest Payment Date means, with respect to the 2025-2 Bonds, (i) January 1 and July 1 of each year, commencing on [January 1, 2026], (ii) on each Mandatory Purchase Date (including the Scheduled Mandatory Tender Date and any Unscheduled Mandatory Tender Date on which the 2025-2 Bonds are actually purchased) and (iii) on the Maturity Date (each, an “Interest Payment Date” for the 2025-2 Bonds in the Term Rate Mode), as further specified in the Fifth Supplemental Indenture.

2025-2 Bonds means the Authority’s Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, authorized by the Fifth Supplemental Indenture.

2025-2 Capitalized Interest Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Capitalized Interest Account established pursuant to the Fifth Supplemental Indenture.

2025-2 Costs of Issuance Subaccount means the special subaccount in the 2025-2 Project Account designated as the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Costs of Issuance Subaccount established pursuant to the Fifth Supplemental Indenture.

2025-2 Debt Service Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Account established pursuant to the Fifth Supplemental Indenture.

2025-2 Debt Service Reserve Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Reserve Account established pursuant to the Fifth Supplemental Indenture.

2025-2 Debt Service Reserve Account Policy means a surety bond, insurance policy, line of credit, letter of credit or similar instrument issued to the Trustee by an entity licensed to issue a surety bond, insurance policy, line of credit, letter of credit or similar instrument guaranteeing the timely payment of debt service on the 2025-2 Bonds (such entity, a “municipal bond insurer”), which municipal bond insurer, at the time any such surety bond, insurance policy, line of credit, letter of credit or similar instrument is issued, will have its claims paying ability rated in not lower than the second highest rating category (without regard to any gradations within any such category) by at least two nationally-recognized credit rating agencies.

2025-2 Debt Service Reserve Requirement means \$0.

2025-2 Parity Swap means any Parity Swap hereafter entered into by the Authority which will be designated to the Trustee by an Authorized Authority Representative as a 2025-2

Parity Swap (whether or not such Parity Swap will relate to any particular Series of Bonds as provided in such Parity Swap).

2025-2 Parity Swap Provider means the provider of any 2025-2 Parity Swap.

2025-2 Project Account means the Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Project Account established pursuant to the Fifth Supplemental Indenture.

Investment Income

Interest and other investment income (net of that which (i) represents a return of accrued interest paid in connection with the purchase of any investment and (ii) is required to offset the amortization of any premium paid in connection with the purchase of any investment) earned on any moneys or investments in the Funds and Accounts (other than any Rebate Fund) established under the Indenture, to the extent resulting in a balance that is in excess of any requirement for such Fund or Account, will be paid into the Revenue Fund.

Establishment and Application of 2025-2 Project Account

The Authority will establish and the Trustee will maintain and hold in trust in the Construction Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Project Account,” with a separate subaccount therein designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Costs of Issuance Subaccount.” Amounts in the 2025-2 Project Account and 2025-2 Costs of Issuance Subaccount will be applied as set forth in the Indenture.

Upon receipt of any requisition signed by an Authorized Authority Representative for payment or reimbursement from the Construction Fund pursuant to the Original Indenture, the Trustee shall, unless instructed by the Authority in such requisition that such payment is to be made from another project account established pursuant to a Supplemental Indenture entered into subsequent to the Fifth Supplemental Indenture, (i) to the extent such requisition is for the payment of costs of issuance of the 2025 Bonds, pay such requisitioned amounts out of the 2025-1 Costs of Issuance Subaccount established under the Fourth Supplemental Indenture and the 2025-2 Costs of Issuance Subaccount proportionately based on the amounts initially deposited to such subaccounts or as otherwise directed by the Authority, and (ii) to the extent that such requisition is for the payment of other items of the Cost of Acquisition of Capacity, pay such requisitioned amounts out of the 2025-2 Project Account. If any amount shall remain in the 2025-2 Costs of Issuance Subaccount after all costs of issuance of the 2025-2 Bonds have been paid, as stated in a certificate of an Authorized Authority Representative, such remainder shall be transferred to the 2025-2 Debt Service Account (with such transferred amount to be used to pay interest on the 2025-2 Bonds), or if no such certificate is received, then 180 days after the date of issuance of the 2025-2 Bonds, the Trustee shall make such transfer and the Trustee shall close the 2025-2 Costs of Issuance Subaccount.

Establishment and Application of 2025-2 Debt Service Account

The Authority will establish and the Trustee will maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Account.” Amounts in the 2025-2 Debt Service Account will be applied as set forth in the Fifth Supplemental Indenture.

The Trustee will pay out of the 2025-2 Debt Service Account subject to the Fifth Supplemental Indenture, without preference or priority of one transfer over the others (a) to the Paying Agents, if any, (i) on or before each January 1 and July 1 the amount required for the interest payable on such date, (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date, and (iii) on or before any redemption date for 2025-2 Bonds, the amount required for the payment of the Redemption Price thereof and interest on the 2025-2 Bonds then to be redeemed and (b) to the 2025-2 Parity Swap Providers, if any, any regularly-scheduled amounts due and payable by the Authority under any 2025-2 Parity Swap on the due date therefor. Amounts so paid to the Paying Agents with respect to the 2025-2 Bonds will be applied by any such Paying Agents on the due dates thereof. The Trustee will also pay out of the 2025-2 Debt Service Account the accrued interest included in the purchase price of any 2025-2 Bonds purchased for retirement. Notwithstanding anything to the contrary in the Fifth Supplemental Indenture or the Indenture, any termination payments payable by the Authority under any 2025-2 Parity Swap will be payable on a basis subordinate and junior to the payments due to 2025-2 Parity Swap Providers described in the Fifth Supplemental Indenture.

Except as provided in the Fifth Supplemental Indenture, all amounts held at any time in the 2025-2 Debt Service Account will be held until applied on a parity basis for the ratable security and payment of (i) Accrued Debt Service on the 2025-2 Bonds and (ii) amounts due and payable by the Authority under the 2025-2 Parity Swaps, if any, at any time in proportion to the amounts accrued or due and payable, as applicable.

In the event of the refunding (or other defeasance) of any 2025-2 Bonds, the Trustee will, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, withdraw from the 2025-2 Debt Service Account amounts accumulated therein with respect to Debt Service on the 2025-2 Bonds being refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-2 Bonds being refunded (or otherwise defeased); provided that such withdrawal will not be made unless (a) immediately thereafter the 2025-2 Bonds being refunded (or otherwise defeased) will be deemed to have been paid pursuant to the Indenture, and (b) the amount remaining in the 2025-2 Debt Service Account after such withdrawal will not be less than the amount required to be held therein pursuant to the Indenture.

Establishment and Application of 2025-2 Capitalized Interest Account

The Authority will establish and the Trustee will maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Capitalized Interest Account.” The 2025-2 Capitalized Interest Account will be initially funded upon the issuance and delivery of the 2025-2 Bonds, pursuant to the Fifth Supplemental Indenture. Amounts in the 2025-2 Capitalized Interest Account will be invested in Investment Securities consisting of U.S. Treasury Securities—State and Local Government Series as instructed by an Authorized Authority Representative and will be applied as set forth in the Fifth Supplemental Indenture. Interest and other investment income earned on investments in the 2025-2 Capitalized Interest Account will remain therein, to be applied as set forth in the Fifth Supplemental Indenture.

The Trustee will pay out of the 2025-2 Capitalized Interest Account subject to the Fifth Supplemental Indenture, to the Paying Agents, if any, on or before each January 1 and July 1, from [July 1, 2025 to July 1, 2029], inclusive, all or a portion of the amount required for the interest on the 2025-2 Bonds payable on such date as set forth in Fifth Supplemental Indenture. See “APPENDIX G - ESTIMATED DEBT SERVICE REQUIREMENTS.” Amounts so paid to the Paying Agents with respect to the 2025-2 Bonds will be applied by any such Paying Agents on the due dates thereof. The Trustee

will also pay out of the 2025-2 Capitalized Interest Account the accrued interest included in the purchase price of any 2025-2 Bonds purchased for retirement.

The Trustee will transfer any amounts in the 2025-2 Capitalized Interest Account not needed to pay interest on the 2025-2 Bonds to the Rebate Fund or the 2025-2 Project Account, as instructed by an Authorized Authority Representative.

Establishment, Pledge, Funding and Application of 2025-2 Debt Service Reserve Account

The Authority will establish and the Trustee will maintain and hold in trust in the Debt Service Fund a separate account designated as the “Southern Transmission System Renewal Project, Revenue Bonds, 2025-2, Debt Service Reserve Account.” The 2025-2 Debt Service Reserve Account will not be initially funded upon the issuance and delivery of the 2025-2 Bonds. At the sole discretion of the Board of Directors, the 2025-2 Debt Service Reserve Account may thereafter be funded from time to time or at any time at such level as determined by the Board of Directors. In the event the 2025-2 Debt Service Reserve Account will at any time be funded pursuant to the Fifth Supplemental Indenture, such 2025-2 Debt Service Reserve Account.

During any period in which the Authority has determined, in its sole discretion, to fund the 2025-2 Debt Service Reserve Account as provided in the Fifth Supplemental Indenture, the amount determined by the Authority to be maintained therein will, during such period, constitute the 2025-2 Debt Service Reserve Requirement for purposes of the Fifth Supplemental Indenture. Except as provided in the Fifth Supplemental Indenture, the Authority will at all times maintain an amount equal to the 2025-2 Debt Service Reserve Requirement in the 2025-2 Debt Service Reserve Account until the 2025-2 Bonds are discharged in accordance with the provisions of the Indenture. In the event of any deficiency in the 2025-2 Debt Service Reserve Account, the Authority will replenish such deficiency by depositing monthly at least one twelfth (1/12th) of the aggregate amount of each unreplenished prior draw on the 2025-2 Debt Service Reserve Account and the full amount of any deficiency due to any required valuations of the investments in the 2025-2 Debt Service Reserve Account until the balance in the 2025-2 Debt Service Reserve Account is at least equal to the 2025-2 Debt Service Reserve Requirement.

All Investment Securities credited to the 2025-2 Debt Service Reserve Account will be valued as of July 1 of each year (or the next preceding or succeeding Business Day, as determined by the Authority, if any such July 1 is not a Business Day) at the greater of the cost of such Investment Securities or the amortized value thereof, exclusive of accrued interest.

Notwithstanding anything to the contrary in the Indenture or the Fifth Supplemental Indenture, all amounts in the 2025-2 Debt Service Reserve Account will be used and withdrawn by the Trustee solely for the purpose of (i) paying principal of and interest on the 2025-2 Bonds in the event moneys in the 2025-2 Debt Service Account are insufficient, or (ii) making the final principal and interest payment on the 2025-2 Bonds.

In the event of the refunding (or other defeasance) of any 2025-2 Bonds, the Trustee, upon the direction of an Authorized Authority Representative acting with the advice of Bond Counsel, will withdraw from the 2025-2 Debt Service Reserve Account amounts accumulated therein with respect to Debt Service on the 2025-2 Bonds being refunded (or otherwise defeased) and, unless otherwise instructed in writing for an alternative use of such amounts, deposit such amounts with itself as escrow agent to be held for the payment of the principal or Redemption Price, if applicable, of, and interest on the 2025-2 Bonds being refunded (or otherwise defeased); provided that such withdrawal will not be made unless (a) immediately thereafter the 2025-2 Bonds being refunded (or otherwise defeased) will be deemed to have been paid pursuant to the Indenture, and (b) the amount remaining in the 2025-2 Debt

Service Reserve Account after such withdrawal will not be less than the requirement of such Account pursuant to the Fifth Supplemental Indenture.

Notwithstanding anything herein to the contrary, at the option of the Authority amounts required to be held in the 2025-2 Debt Service Reserve Account may be substituted, in whole or in part, by the deposit with the Trustee of a 2025-2 Debt Service Reserve Account Policy in a stated amount equal to the amounts so substituted and any 2025-2 Debt Service Reserve Account Policy then held in the 2025-2 Debt Service Reserve Account may be replaced at the option of the Authority by cash or by another 2025-2 Debt Service Reserve Account Policy in whole or in part; provided that prior to the substitution or replacement of such 2025-2 Debt Service Reserve Account Policy the credit rating agencies then rating the 2025-2 Bonds will have been notified by the Authority of such proposed substitution or replacement and the substitution or replacement will not result, as evidenced by letters from such rating agencies, in a downgrading or withdrawal of any rating of the 2025-2 Bonds then in effect by such rating agencies; and provided further that the Authority will have first received an Opinion of Bond Counsel to the effect that such substitution or replacement will not adversely affect, if applicable, the exclusion of interest on the 2025-2 Bonds from the gross income of the owners thereof for federal income tax purposes. Any moneys so withdrawn from the 2025-2 Debt Service Reserve Account will, with the prior approval of Bond Counsel, be transferred to the General Reserve Fund and used in accordance with the provisions of the Indenture or otherwise used in a manner that is consistent with such Opinion of Bond Counsel.

So long as a 2025-2 Debt Reserve Account Policy will be in full force and effect, any deposits required to be made with respect to the 2025-2 Debt Service Reserve Account pursuant to the Indenture will include any amounts due to the provider of the 2025-2 Debt Service Reserve Account Policy resulting from a draw on the 2025-2 Debt Service Reserve Account Policy (which amounts will constitute a deficiency or withdrawal from the 2025-2 Debt Service Reserve Account within the meaning of the Indenture). Any such amounts will be paid to the provider of such 2025-2 Debt Service Reserve Account Policy as provided in such 2025-2 Debt Service Reserve Account Policy or any related agreement.

SUMMARY OF CERTAIN PROVISIONS OF THE RENEWAL TRANSMISSION SERVICE CONTRACTS

The following is a summary of certain provisions of the Renewal Transmission Service Contracts entered into between Southern California Public Power Authority (in this summary, "SCPPA") and each of the Renewal Transmission Service Purchasers, which consist of the Department of Water and Power of The City of Los Angeles and the cities of Burbank and Glendale. Except as described in this summary, all of the Renewal Transmission Service Contracts are identical in all material respects. This summary is not to be considered a full statement of the terms of such Renewal Transmission Service Contracts and accordingly is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not defined in this summary or in the Official Statement have the respective meanings set forth in the Renewal Transmission Service Contracts.

The Agreement

SCPPA and each of the Renewal Transmission Service Purchasers have entered into a Renewal Transmission Service Contract (the "Renewal Transmission Service Contract") pursuant to which the Renewal Transmission Service Purchasers will contract with SCPPA for transmission service utilizing SCPPA Capacity so as to provide for transmission of capacity and energy from the Intermountain Power Project and other resources.

SCPPA intends to issue Bonds and Notes sufficient to finance or refinance the costs of acquiring SCPPA Capacity. The payments required to be made under the Renewal Transmission Service Contracts are to be pledged by SCPPA as security for the payment of such Bonds, and the interest thereon, subject to the application thereof to such purposes and on such terms as provided in the Indenture.

Definitions

Renewal Agreements for the Acquisition of Capacity: The several Renewal Agreements for the Acquisition of Capacity between SCPPA and the Renewal Transmission Service Purchasers, as the same may be amended and supplemented from time to time in accordance with their terms.

Annual Budget: The budget adopted by the Board of Directors pursuant to the Renewal Transmission Service Contracts not less than thirty (30) nor more than forty-five (45) days prior to the beginning of each Transmission Service Year, including any amendments thereto, which will show a detailed estimate of the items for such Transmission Service Year upon which Monthly Transmission Costs for such Transmission Service Year are computed and all revenues, income or other funds to be applied to such costs, for and applicable to such Transmission Service Year.

Available Transmission Capability: At any point in time, the operating capability of the Southern Transmission System as determined in accordance with the Renewal Power Sales Contracts.

Billing Statement: The written statement prepared (or caused to be prepared) each Month by SCPPA which will be based upon the Annual Budget and which will show for such Month the amount to be paid to the Trustee by the Renewal Transmission Service Purchasers in accordance with the provisions of the Renewal Transmission Service Contracts.

Bond Resolution: The resolution entitled "Power Supply Revenue Bond Resolution," adopted by IPA on September 28, 1978, as heretofore amended and supplemented and as hereafter from time to time amended and supplemented in conformity with its provisions and the provisions of the Renewal Power Sales Contracts.

Capital Improvement Acquisition and Construction Cost: Capital Improvement Acquisition and Construction Cost as defined in the Renewal Southern Transmission System Agreement.

Cost of Acquisition of Capacity: All costs and expenses of acquiring and financing or refinancing SCPPA Capacity. Such costs will include all payments under the Renewal Southern Transmission System Agreement which are applied or are to be applied thereunder to the payment of the Capital Improvement Acquisition and Construction Costs, costs incurred by SCPPA in connection with the financing or refinancing of SCPPA Capacity and SCPPA Expenses. There will be applied, as a credit against the Cost of Acquisition of Capacity, interest earned on investments, all if and to the extent held or paid into the SCPPA Construction Fund. Subject to the foregoing, Cost of Acquisition of Capacity will include, but will not be limited to, funds required for the following:

- (1) The Capital Improvement Acquisition and Construction Costs, and any other amounts paid or to be paid to IPA, or to be reimbursed to IPA, pursuant to the Renewal Southern Transmission System Agreement;
- (2) SCPPA Expenses;
- (3) Financial and legal costs and expenses and such amount of reserves as are required by the Indenture;
- (4) Subject to the requirements of the Act, interest accruing in whole or in part on Bonds prior to and during construction of the STS Renewal Project and for such additional period, consistent with the Act, as SCPPA may reasonably determine to be necessary in accordance with the provisions of the Indenture;
- (5) Amounts, if any, required by the Indenture to be paid from the proceeds of Bonds issued to finance the Cost of Acquisition of Capacity into the Debt Service Reserve Account in the Debt Service Fund or the Reserve and Contingency Fund or into any other funds or accounts established pursuant to the Indenture;
- (6) The payment of principal, premium, if any, and interest due (whether at the maturity of principal or at the due date of interest or upon redemption) of any Bond or other debt obligation issued or incurred pursuant to the Indenture;
- (7) To the extent not included in Capital Improvement Acquisition and Construction Costs, all costs of insurance applicable to the period of construction of the STS Renewal Project;
- (8) To the extent not included in Capital Improvement Acquisition and Construction Costs, all costs relating to injury and damage claims arising out of the construction of the STS Renewal Project, less proceeds of insurance; and
- (9) All other costs properly allocable to the acquisition and financing or refinancing of SCPPA Capacity.

Date of Renewal Operation: With respect to the Southern Transmission System, the Transition Date.

Default Invoice: An invoice issued, concurrently with its Billing Statement, to a Defaulting Renewal Transmission Service Purchaser that identifies the total defaulted amount owed, including late payment interest and amounts not paid under its Step-Up Invoices, if any.

Defaulting Renewal Transmission Service Purchaser: A Renewal Transmission Service Purchaser that causes a Payment Default and that has not remedied such Payment Default within five days of the Payment Default.

Existing Southern Transmission System: The Southern Transmission System as described in the Original Southern Transmission System Agreement, as amended prior to, and not including, the Second Amendment to Original Southern Transmission System Agreement.

Monthly Transmission Costs: All of SCPPA's costs, to the extent attributable to SCPPA Capacity and to the extent not paid from the proceeds of Bonds or other debt obligations, resulting from the acquisition and financing or refinancing of SCPPA Capacity. There will be applied, as a credit against Monthly Transmission Costs, any interest earned on investments if and to the extent not credited against the Cost of Acquisition of Capacity. Monthly Transmission Costs will include, but not be limited to, the items of cost and expense referred to in the Renewal Transmission Service Contracts that are attributable to SCPPA Capacity and are accrued or paid during each Month of each Transmission Service Year; provided, however, that such costs shall not include any amounts that are included or to be included in a Step-Up Invoice as provided in the Renewal Transmission Service Contracts. In the event any Transmission Service Year will cover fewer than 12 Months, the fraction expressed in subparagraphs (4), (5) and (6) below will be adjusted accordingly, and, in the event of any revision of the Annual Budget after the commencement of any Transmission Service Year, the amount determined pursuant to subparagraphs (4), (5) and (6) below will be appropriately adjusted so that any increase or decrease in the portion of the Annual Budget applicable to said subparagraphs will be evenly apportioned over the remaining Months of such Transmission Service Year. Monthly Transmission Costs will include without duplication:

(1) The Monthly Power Costs allocable to the Southern Transmission System, pursuant to the Renewal Power Sales Contracts.

(2) The amount which is required under the Indenture to be paid or deposited during such month into any funds or accounts established by the Indenture for Debt Service and for any reserve requirements or other requirements for Bonds or other debt obligations issued or incurred under the Indenture; provided, however, such amounts shall not include any amounts included or to be included in a Step-Up Invoice as provided in Renewal Transmission Service Contracts.

(3) One-twelfth of the amount (not otherwise included under any item described under this definition of Monthly Transmission Costs) which is required under the Indenture to be paid or deposited during such Transmission Service Year into any other funds or accounts established by the Indenture, and will include, without limitation, amounts required to make up a deficiency in any such fund or account whether or not resulting from a default in payments by any Renewal Transmission Service Purchaser; provided, however, such amounts shall not include any amounts included or to be included in a Step-Up Invoice as provided in the Renewal Transmission Service Contracts.

(5) One-twelfth of the amount necessary during such Transmission Service Year to pay costs of providing transmission service during such Transmission Service Year (including SCPPA Expenses) to the extent not included in subparagraph (1) hereof.

(6) One-twelfth of the amount necessary during such Transmission Service Year to pay or provide reserves for all taxes required to be paid by SCPPA with respect to SCPPA Capacity to the extent not included in subparagraph (1) hereof.

Original Southern Transmission System Agreement: The Southern Transmission System Agreement, dated as of May 1, 1983, between IPA and SCPA, as heretofore amended or supplemented, including as amended by the Second Amendment to Original Southern Transmission System Agreement and as hereafter from time to time amended and supplemented in accordance with its terms.

Payment Default: A failure by a Renewal Transmission Service Purchaser to pay when due all of its Billing Statement (and Step-Up Invoice, if applicable) for any Month.

Project Manager: The Project Manager as defined in the Renewal Power Sales Contracts.

Renewal Agency Agreement: The Renewal Agency Agreement, dated as of March 1, 2023, between SCPA and the Department of Water and Power of The City of Los Angeles, as Renewal Agent thereunder, as hereafter from time to time amended and supplemented in accordance with its terms.

Renewal Agreements for the Acquisition of Capacity: The several Renewal Agreements for the Acquisition of Capacity between SCPA and the Renewal Transmission Service Purchasers, as the same may be amended and supplemented from time to time in accordance with their terms.

Renewal Contract Coordinating Committee: The Renewal Contract Coordinating Committee established under the Renewal Power Sales Contracts.

Renewal Power Sales Contracts: The several Renewal Power Sales Contracts entered into between IPA and certain municipal utilities and electrical cooperatives, including the Renewal Transmission Service Purchasers, as hereafter from time to time amended and supplemented in accordance with their terms and the terms of the Bond Resolution.

Renewal Southern Transmission System Agreement: The Renewal Southern Transmission System Agreement between IPA and SCPA, as the same may be hereafter amended or supplemented.

Renewal Transmission Project Agreements: The Indenture, the Renewal Transmission Service Contracts, the Renewal Agreements for the Acquisition of Capacity, the Renewal Southern Transmission System Agreement, the Original Southern Transmission System Agreement, the Renewal Power Sales Contracts, the Bond Resolution and any other contract designated a Renewal Transmission Project Agreement by the Board of Directors.

Renewal Transmission Service Share: The percentage of the total transmission service utilizing SCPA Capacity to which a particular Renewal Transmission Service Purchaser is entitled in accordance with the terms of its Renewal Transmission Service Contract. The Renewal Transmission Service Shares for the Renewal Transmission Service Purchasers are listed in Appendix A to the Renewal Transmission Service Contracts, as the same may be changed from time to time in accordance with the Renewal Transmission Service Contracts.

SCPA Capacity: The right of SCPA to capacity in the Transmission Project, pursuant to the Renewal Agreements for the Acquisition of Capacity.

SCPA Expenses: The costs, expenses and fees incurred by SCPA in carrying out its duties, responsibilities and obligations, and exercising its rights, under the Act and the Transmission Project Agreements.

Second Amendment to Original Southern Transmission System Agreement: The Second Amendment to Southern Transmission System Agreement between IPA and SCPPA, amending the Original Southern Transmission System Agreement.

Step-Up Invoice: An invoice sent to a Renewal Transmission Service Purchaser as a result of one or more Payment Defaults, which invoice shall separately identify any amount owed with respect to the monthly Billing Statement of one or more Defaulting Renewal Transmission Service Purchasers as determined in accordance with Renewal Transmission Service Contracts.

STS Renewal Project: The STS Renewal Project as defined in the Second Amendment to Original Southern Transmission System Agreement.

Transition

Under the Renewal Transmission Service Contracts, the respective parties acknowledge that the date of initial issuance of Bonds to finance the costs of acquiring SCPPA Capacity (the “SCPPA First Bonding Date”) will precede the Transition Date, and that (i) payments-in-aid of construction to fund the STS Renewal Project will be governed by the Original Southern Transmission System Agreement prior to the Transition Date, and payments-in-aid of construction to fund Capital Improvement Acquisition and Construction Costs (including but not limited to those relating to the STS Renewal Project) will be governed by the related section of the Renewal Southern Transmission System Agreement commencing upon, and not prior to, the Transition Date and (ii) debt service on Bonds and other debt obligations issued or incurred by SCPPA to finance Capital Improvement Acquisition and Construction Costs (including but not limited to those relating to the STS Renewal Project) due before the Transition Date will be payable from certain amounts paid to SCPPA by IPA under the Original Southern Transmission System Agreement (i.e. Interim Revenues), and such debt service due on and after the Transition Date will be payable from revenues generated by the Renewal Transmission Service Contracts.

Renewal Transmission Service Shares

SCPPA will provide transmission service utilizing SCPPA Capacity to the Renewal Transmission Service Purchasers in accordance with the following:

(1) All transmission service utilizing SCPPA Capacity will be scheduled in accordance with the practices and procedures established pursuant to the Renewal Transmission Project Agreements. At all times after the Date of Renewal Operation each Renewal Transmission Service Purchaser will be entitled to schedule transmission service utilizing SCPPA Capacity up to the amount obtained by multiplying its Renewal Transmission Service Share by the Available Transmission Capability.

(2) Operation of the Southern Transmission System will be subject to scheduled outages or curtailments and restrictions imposed by any regulatory authority and Uncontrollable Forces.

(3) It is the obligation of each Renewal Transmission Service Purchaser, at its own expense, to secure access to the main AC bus adjacent to each converter terminal of the Southern Transmission System, which are the terminal points for the Southern Transmission System. Such access may be by physical connection or by contract path. In no event will SCPPA have any obligation to provide transmission or wheeling services from such terminal points to the electric system of the Renewal Transmission Service Purchaser.

Pledge of Payments

All payments required to be made by the Renewal Transmission Service Purchasers in accordance with or pursuant to any provision of the Renewal Transmission Service Contracts, are pledged by SCPPA to secure the payment of the Bonds and the interest thereon, and the principal and interest on the with respect to any other debt obligations issued or incurred pursuant to the Indenture, and any other payment obligations or expenses incurred pursuant to the Indenture, subject to the application thereof to such purposes and on such terms as provided in the Indenture. SCPPA, in the Renewal Transmission Service Contracts, assigns the payments referenced in the Renewal Transmission Service Contracts to the Trustee and directs each Renewal Transmission Service Purchaser to pay such amounts directly to the Trustee.

Nature of Obligation

Beginning with the Transition Date, each Renewal Transmission Service Purchaser is obligated to make payments required under its Renewal Transmission Service Contract solely from its electric revenue funds as a cost of transmission service and an operating expense of its electric utility system. Each such Renewal Transmission Service Purchaser has covenanted to include in its annual electric system budget for each fiscal year during the term of its Renewal Transmission Service Contract an appropriation from the revenues of its electric system sufficient to pay all amounts required to be paid during such fiscal year under such Renewal Transmission Service Contract. The obligations, which are several and not joint, to make payments of Monthly Transmission Costs, Step-Up Invoices and Default Invoices under the respective Renewal Transmission Service Contracts are not subject to reduction or offset if the Southern Transmission System or any part thereof is not completed, is not operating or operable or if its service is suspended, interfered with, reduced, curtailed or terminated in whole or in part. In addition, the Renewal Transmission Service Purchasers' obligations under the Renewal Transmission Service Contracts are not subject to any reduction or offset and are not conditional upon the performance or nonperformance by any party of any agreement for any cause whatever.

Term

The Renewal Transmission Service Contracts will constitute a binding obligation of the parties thereto from and after the effective date, and the term of such Renewal Transmission Service Contracts will end on June 15, 2077 or such later date upon which all Bonds and the interest thereon will have been paid in full or adequate provisions for such payment will have been made, unless terminated sooner in accordance with the provisions for termination or amendment described below.

Required Payments

For a discussion on Monthly Transmission Costs, Step-Up Invoices and the payment obligations of the respective Renewal Transmission Service Purchasers with respect thereto, see "SECURITY AND SOURCES OF PAYMENT FOR THE 2023 1 BONDS – Renewal Transmission Service Contracts" in the front part of this Official Statement.

Rate Covenants of Renewal Transmission Service Purchasers

Each Renewal Transmission Service Purchaser has covenanted in its Renewal Transmission Service Contract to establish, maintain and collect rates and charges for the electric service it furnishes so as to provide revenues which, together with its available electric system reserves, are sufficient to enable it to pay all amounts payable when due under its Renewal Transmission Service Contract and to pay all other amounts payable from, and all lawful charges against or liens on, its electric system revenues.

Restrictions on Disposition

A Renewal Transmission Service Purchaser may not sell, lease or otherwise dispose of all or substantially all of its electric system except upon the satisfaction of certain conditions, including, among others, that: (1) the Renewal Transmission Service Purchaser assigns its interest under its Renewal Transmission Service Contract to the purchaser or lessee of its electric system and said purchaser or lessee assumes all obligations of the Renewal Transmission Service Purchaser under the Renewal Transmission Service Contract; (2) the senior debt of the purchaser or lessee is rated in one of the two highest categories by at least one nationally recognized bond rating agency; (3) an independent engineer selected by SCPPA delivers an opinion that such purchaser or lessee is reasonably able to charge and collect rates and charges required to meet its obligations under the Renewal Transmission Service Contract; (4) it is determined by the Board of Directors that the disposition will not adversely affect the value of such Renewal Transmission Service Contract as security for the Bonds; and (5) Bond Counsel has rendered an opinion that such disposition will not adversely affect the exemption from federal income taxation of interest payable on the Bonds (if applicable).

Notwithstanding anything in the Renewal Transmission Service Contract to the contrary, a Renewal Transmission Service Purchaser shall not sell, assign or otherwise dispose of any portion of its Renewal Transmission Service Share except on 90 days prior written notice to SCPPA and, in any event, shall not sell, assign or otherwise dispose of the same unless, in the opinion of Bond Counsel, such sale, assignment or other disposition will not adversely affect the Federal Tax Exemption; provided, however, that the Renewal Transmission Service Purchaser may (without giving such notice or obtaining such opinion) contract to provide transmission service utilizing its Renewal Transmission Service Share to (i) only an entity that is a “governmental person” within the meaning of Treasury Regulations Section 1.141-1(b), or (ii) any entity that is not such a “governmental person” if the contract to provide the transmission service satisfies rules, procedures and protocols regarding the Federal Tax Exemption adopted by SCPPA and approved by Bond Counsel. No such sale, assignment or other disposition shall release the Renewal Transmission Service Purchaser from its obligations under the Renewal Transmission Service Contract.

In accordance with the Renewal Power Sales Contracts, a Renewal Transmission Service Purchaser may enter into agreements with other entities pursuant to which such entities shall have rights, including the right to use Renewal Transmission Service Purchaser’s Renewal Transmission Service Share that may be in excess of the needs of the Renewal Transmission Service Purchaser that exist from time to time. Such rights of said entities may, if exercised or otherwise effectuated, result in rights for such entities with respect to Renewal Transmission Service Purchaser’s Renewal Transmission Service Share. No such arrangement shall release the Renewal Transmission Service Purchaser from any obligation under its Renewal Transmission Service Contract, and no such arrangement shall affect or alter the rights of the other Renewal Transmission Service Purchasers.

Defaults and Remedies

The failure of a Renewal Transmission Service Purchaser to perform any of its obligations, including the obligation to make required payments, under its Renewal Transmission Service Contract will constitute a default. In the event of a default or inability to perform by a Renewal Transmission Service Purchaser under its Renewal Transmission Service Contract, SCPPA may proceed to enforce the Renewal Transmission Service Purchaser’s covenants or obligations thereunder, or may seek damages or injunctive relief for the breach thereof, by action at law or equity, or if a payment due under the Renewal Transmission Service Contract remains unpaid when due, SCPPA may, upon 90 days’ written notice to the Renewal Transmission Service Purchaser, discontinue the delivery of capacity and energy to such Renewal Transmission Service Purchaser. The discontinuance of transmission service to a defaulting

Renewal Transmission Service Purchaser by SCPPA will not reduce the obligation of such Renewal Transmission Service Purchaser to make payments under its Renewal Transmission Service Contract. In the event the delivery of capacity and energy to a Renewal Transmission Service Purchaser in default is discontinued, SCPPA will transfer to all other Renewal Transmission Service Purchasers which are not in default and which so request, a pro rata portion of the defaulting Renewal Transmission Service Purchaser's rights to delivery of capacity and energy. In the case of such a transfer, the Renewal Transmission Service Purchasers accepting additional rights to delivery of capacity and energy and use of Transmission Project facilities will assume the defaulting Renewal Transmission Service Purchaser's obligations with respect to the rights which are transferred to them. In the event less than all of a defaulting Renewal Transmission Service Purchaser's rights to delivery of capacity and energy is transferred to nondefaulting Renewal Transmission Service Purchasers, SCPPA will, to the extent possible, dispose of such remaining rights on the best terms readily available, and in such a manner as, in the opinion of Bond Counsel, does not adversely affect the eligibility for exemption from federal income taxes of the interest payable on the Bonds (if applicable). The obligation of the defaulting Renewal Transmission Service Purchaser to SCPPA will be reduced to the extent that SCPPA receives payments with respect to the rights of such Renewal Transmission Service Purchaser which are transferred. For a further discussion of remedies, see "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS AND THE SUBORDINATE BONDS - Renewal Transmission Service Contracts" in the front part of this Official Statement.

Termination or Amendment

So long as any Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Indenture, the Renewal Transmission Service Contracts, except as specifically provided for therein, shall not be terminated, amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights or security of the holders from time to time of Bonds.

Each Renewal Transmission Service Contract also provides that none of the Renewal Transmission Service Contracts may be terminated as to any one or more of the Renewal Transmission Service Purchasers or be amended as to any one or more of the Renewal Transmission Service Purchasers so as to provide terms and conditions materially different from those therein contained except, subject to the provisions of the of Renewal Transmission Service Contracts restricting amendments in the paragraph above and consistent with the Indenture, upon written notice to and written consent or waiver by each of the other Renewal Transmission Service Purchasers and upon similar amendment being made to the Renewal Transmission Service Contract of any other Renewal Transmission Service Purchaser requesting such amendment after receipt by such Renewal Transmission Service Purchaser of notice of such amendment.

Contracts Subject to Indenture

It has been recognized by the Renewal Transmission Service Purchasers in the Renewal Transmission Service Contracts that SCPPA, in acquiring, financing or refinancing of SCPPA Capacity, must comply with the requirements of the Indenture, the other Renewal Transmission Project Agreements and all licenses, permits and regulatory approvals necessary therefor. The Renewal Transmission Service Purchasers have therefore agreed that the Renewal Transmission Service Contracts are subject to the provisions of the Indenture, the other Renewal Transmission Project Agreements and such licenses, permits and approvals.

SUMMARY OF CERTAIN PROVISIONS OF THE RENEWAL POWER SALES CONTRACTS

The following is a summary of certain provisions of the Renewal Power Sales Contracts, entered into between IPA and each Renewal IPP Purchaser, including the Project Participants. Except as described in this summary, all of the Renewal Power Sales Contracts are identical in all material respects. This summary is not to be considered a full statement of the terms of such Renewal Power Sales Contracts and accordingly is qualified by reference thereto and subject to the full text thereof. Capitalized terms not defined in the Official Statement have the meanings set forth in the Renewal Power Sales Contracts.

Entitlement to Capacity

Each Renewal IPP Purchaser is entitled to receive under its Renewal Power Sales Contract capacity and energy from the Generation Station up to its Generation Entitlement Share, as specified in its Renewal Power Sales Contract, of the available capacity of the Generation Station. An Renewal IPP Purchaser may arrange to dispose of capacity or energy from IPP to which it is entitled, but any such arrangements will not affect its obligations under its Renewal Power Sales Contract. Each Renewal IPP Purchaser's entitlement to the use of the operating capabilities of the Southern and Northern Transmission Systems will be determined by dividing the portion of such Renewal IPP Purchaser's Generation Entitlement Share to be delivered at Points of Delivery on the Southern Transmission System, in the case of the Southern Transmission System, and at Points of Delivery on the Northern Transmission System, in the case of the Northern Transmission System, by the aggregate of those portions of all Renewal IPP Purchasers' Generation Entitlement Shares to be delivered at the Points of Delivery on the Southern Transmission System and the Northern Transmission System, respectively. Renewal IPP Purchasers having unused entitlements to transmission capacity may agree to allow other Renewal IPP Purchasers to use such entitlement except that no Renewal IPP Purchaser may use the transmission system in excess of its respective entitlement share if such use would adversely affect the eligibility for federal income tax exemption of the interest payable on the bonds issued by IPA.

Nature of Obligation

Each Renewal IPP Purchaser is obligated to make the payments required under its Renewal Power Sales Contract from and after the Transition Date. Each Renewal IPP Purchaser that is a municipally owned electric system is obligated to make such payments solely from the revenues of its electric system as a cost of purchased electric capacity and energy and an operating expense. Each such Renewal IPP Purchaser has covenanted to include in its annual power system budget for each fiscal year during the term of its Renewal Power Sales Contract an appropriation from the revenues of its electric system sufficient to pay all amounts required to be paid during such fiscal year under such Renewal Power Sales Contract. The Renewal Power Sales Contracts constitute a general obligation of each Renewal IPP Purchaser which is not a municipally owned electric system. The Renewal IPP Purchasers' obligations, which are several and not joint, to make payments of Monthly Power Costs under their respective Renewal Power Sales Contracts are not subject to reduction whether by offset or otherwise if IPP or any part thereof is operating or operable and whether or not its output is suspended, interrupted, interfered with, reduced, curtailed or terminated, in whole or in part. In addition, the Renewal IPP Purchasers' payment obligations under the Renewal Power Sales Contracts are not conditional upon the performance or non-performance by any party of any agreement for any cause whatever.

Term

The term of each Renewal Power Sales Contract has commenced and will end, unless terminated sooner in accordance with the provisions for termination or amendment described below, on the earlier of

(a) June 15, 2077, (b) the latest date to which the term of the Contract may extend under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended (as such Act may be amended from time to time to increase the permissible period for which the term of a contract under such Act may extend) or (c) the Final Retirement Date of the Project Component that results in the Final Retirement Date having occurred with respect to all of the Project Components. (To retire a Southern Transmission System component requires an election by the Project Participants under the Renewal Power Sales Contracts. Under the Renewal Transmission Service Contracts, each Project Participant has covenanted not take any action to effect a retirement election with respect to the Southern Transmission System so long as any of the Bonds or other debt obligations issued or incurred under the Indenture are outstanding or until adequate provision for the payment thereof have been made in accordance with the provisions of the Indenture.)

Rate Covenants of Municipal Purchasers

Each Renewal IPP Purchaser which is a municipally owned electric system has covenanted in its Renewal Power Sales Contract to establish, maintain and collect rates and charges for the electric service of its electric system so as to provide revenue which, together with its available electric system reserves, are sufficient to enable it to pay to IPA all amounts payable under its Renewal Power Sales Contract and to pay all other amounts payable from, and all lawful charges against or liens on, its electric system revenues.

Renewal Contract Coordinating Committee

The Renewal Power Sales Contracts provide for the establishment of an Renewal Contract Coordinating Committee composed of representatives of the Renewal IPP Purchasers and IPA which is to (a) provide liaison among IPA and the Renewal IPP Purchasers, (b) make recommendations to the Project Manager and Operating Agent with respect to the construction and operation of the IPP, (c) review, modify and approve the practices and procedures formulated by the Project Manager and Operating Agent under the Construction Management and Operating Agreement, including procedures for the scheduling and controlling of capacity and energy from IPP and procedures with respect to operation of generating units and fuel storage, the schedule of planned maintenance outages, all budgets and revisions thereof prepared and submitted by the Project Manager or Operating Agent pursuant to the Construction Management and Operating Agreement, all Capital Improvements and the budgets therefor and provisions for financing thereof, the insurance program with respect to IPP and revisions to the description of IPP contained in the Renewal Power Sales Contracts, (d) approve consultants or advisors on financial matters, including bond counsel, that may be retained by IPA, (e) make recommendations to IPA concerning the issuance of bonds and evidences of indebtedness issued in anticipation of the issuance of bonds and (f) perform other functions provided for in the Renewal Power Sales Contracts and the Construction Management and Operating Agreement. No action by the Renewal Contract Coordinating Committee pursuant to its authority under the Renewal Power Sales Contracts or otherwise will require IPA to act in a manner inconsistent with, or refrain from acting as required by, the Bond Resolution of IPA or any applicable licenses, permits or regulatory provisions.

Any action taken by the Renewal Contract Coordinating Committee will require an affirmative decision of representatives of Renewal IPP Purchasers having Voting Rights aggregating at least 80%. If the Renewal Contract Coordinating Committee is unable to, or fails to, agree and act with respect to the review, modification or approval of certain actions of the Project Manager or Operating Agent after a reasonable opportunity to do so or within the time limits specified in the Construction Management and Operating Agreement, the Project Manager or Operating Agent may take such actions subject to the terms of the Construction Management and Operating Agreement. The term Voting Rights means at any

particular time with respect to an Renewal IPP Purchaser, such Purchaser's Generation Entitlement Share in effect at such time under its Renewal Power Sales Contract.

Restrictions on Disposition

An Renewal IPP Purchaser may not sell, lease or otherwise dispose of all or substantially all of its electric system except upon the satisfaction of certain conditions, including, among others, that (i) the Renewal IPP Purchaser assigns its interest under its Renewal Power Sales Contract to the purchaser or lessee of its electric system and said purchaser or lessee assumes all obligations of the Renewal IPP Purchaser under the Renewal Power Sales Contract, (ii) the senior debt of the purchaser or lessee is rated in one of the three highest categories by at least one nationally recognized bond rating agency and (iii) a Qualified Independent Engineer delivers an opinion to IPA, which may be based on assumptions deemed reasonable by such a Qualified Independent Engineer, that such purchaser or lessee is reasonably able to charge and collect rates and charges in the then current year and each future year for the electric service of its electric system as shall be required to meet its obligations under the Renewal Power Sales Contract; and (iv) IPA shall by resolution determine (which determination shall not be unreasonably withheld) that such sale, lease or other disposition will not adversely affect the value of such Renewal Power Sales Contract as security for the bonds or affect the eligibility for tax exempt status of bonds issued by IPA (taking into account any undertakings of such purchaser or lessee of said electric system to bear the economic cost of any remedial action necessary to maintain such eligibility for exemption).

Defaults and Remedies

The failure of an Renewal IPP Purchaser to perform any of its obligations, including the obligation to make required payments under its Renewal Power Sales Contract, will constitute a default. In the event of a default or inability to perform by an Renewal IPP Purchaser under its Renewal Power Sales Contract, IPA may proceed to enforce the Renewal IPP Purchaser's covenants or obligations thereunder, or seek damages for the breach thereof, by action at law or equity, or if a payment due under the Renewal Power Sales Contract remains unpaid when due, IPA may, upon 120 days' written notice to the Renewal IPP Purchaser, discontinue the delivery of capacity and energy to, and the use of IPP facilities by, such Renewal IPP Purchaser while the default continues. Except as a result of a transfer of the defaulting Renewal IPP Purchaser's rights to delivery of capacity and energy and the use of IPP facilities described below, the discontinuance of delivery of capacity and energy to, and the use of IPP facilities by, a defaulting Renewal IPP Purchaser by IPA will not reduce the obligation of such Renewal IPP Purchaser to make payments under its Renewal Power Sales Contract.

In the event the delivery of capacity and energy to, and use of IPP facilities by, an Renewal IPP Purchaser in default is discontinued, IPA will transfer to all other Renewal IPP Purchasers which are not in default and which so request, a pro rata portion of a defaulting Renewal IPP Purchaser's rights to delivery of capacity and energy and use of IPP facilities. In the case of such a transfer, the Renewal IPP Purchasers accepting additional rights to delivery of capacity and energy and use of IPP facilities will assume the defaulting Renewal IPP Purchaser's obligations with respect to the rights which are transferred to them, other than the obligation to cure any deficiency in payment which may have occurred prior to such transfer. In the event less than all of a defaulting Renewal IPP Purchaser's rights to delivery of capacity and energy and use of IPP facilities is transferred to non-defaulting Renewal IPP Purchasers, IPA will, to the extent possible, dispose of such remaining rights on the best terms readily available in accordance with procedures formulated by the Renewal Contract Coordinating Committee, and in such a manner as does not adversely affect the eligibility for exemption from federal income taxes of the interest payable on the bonds issued by IPA. The obligation of the defaulting Renewal IPP Purchaser to IPA will be reduced to the extent that IPA receives payments with respect to the rights of such Renewal IPP Purchaser which are transferred.

Termination or Amendment

So long as any bonds issued under the Bond Resolution of IPA are outstanding or until adequate provision has been made for the payment of any bonds outstanding in accordance with the Bond Resolution of IPA, the Renewal Power Sales Contracts may not be terminated, amended, modified or otherwise altered in any manner (a) that will reduce the payments pledged as security for the bonds issued by IPA or extend the time of such payments or (b) that will in any manner impair or adversely affect the rights of the holders from time to time of such bonds. None of the Renewal Power Sales Contracts may be terminated as to any one or more of the Renewal IPP Purchasers or be amended as to any one or more of the Renewal IPP Purchasers so as to provide terms and conditions materially different from those herein contained, except, subject to the provisions of the Renewal Power Sales Contract and consistent with each IPA Bond Resolution, upon written notice to and written consent or waiver by each of the other Renewal IPP Purchasers and upon a substantially similar amendment being made to the Renewal Power Sales Contract of any other Renewal IPP Purchaser requesting such amendment after receipt by such Renewal IPP Purchaser of notice of such amendment.

Contracts Subject to Bond Resolution

It has been recognized by the Renewal IPP Purchasers in the Renewal Power Sales Contracts that IPA, in undertaking the planning, financing, construction, acquisition, operation and maintenance of the IPP, must comply with the requirements of each Bond Resolution and all licenses, permits and regulatory approvals necessary for such planning, financing, construction, acquisition, operation and maintenance, and it is therefore agreed that this Contract is made subject to the provisions of any Bond Resolution and all such licenses, permits and regulatory approvals.

Payments-In-Aid of Construction

If requested by IPA, one or more Renewal IPP Purchasers or an agency acting on its or their behalf may agree to make payments-in-aid of construction for the Generation Station. The California Purchasers and the Utah Purchasers or any entity acting on their respective behalf may agree to make payments-in-aid of construction for the Southern Transmission System and the Northern Transmission System, respectively. All payments-in-aid of construction will be deposited in a construction fund account relating to the facility with respect to which such payments are being made. Subject to the lien and pledge of and covenants under the IPA Bond Resolution with respect to such fund, all such deposits will be used by IPA for the payment of the cost of acquisition and construction with respect to such facility. The payments-in-aid of construction will not change or otherwise affect IPA's ownership of such facility or of the IPP or any of the rights and obligations of IPA or the Renewal IPP Purchasers under the Renewal Power Sales Contracts.

Use and Disposition of Certain Facilities

In recognition of the fact that, on and after the Transition Date, the IPP may consists of certain rights, properties, facilities and appurtenances that could be used or useful in connection with the construction, reconstruction, use and operation at the IPP site of additional generating units or transmission facilities or other facilities or properties associated therewith, IPA may, on or after the Transition Date, with the approval of the Renewal Contract Coordinating Committee, sell, lease or otherwise make available to another entity such rights, properties, facilities and appurtenances for such construction or operation of other units, facilities or properties at the IPP site. All amounts received will be credited against Monthly Power Costs pursuant to the Renewal Power Sales Contracts. No such disposition may interfere with the operation of the IPP or adversely affect the eligibility for federal income tax exemption of the interest payable on the bonds issued by IPA.

Expansion of Southern Transmission System

Following the Transition Date, any other provision of the Renewal Power Sales Contracts notwithstanding, any proposal for a major expansion of the Southern Transmission System is to be initiated by the Renewal Contract Coordinating Committee. Such proposal must comply with the Renewal Project Agreements and must provide that, subject to compliance with Utah law, the Renewal IPP Purchasers having entitlements to the Southern Transmission System under their respective Renewal Power Sales Contracts will have the right to participate in the additional capacity of such expansion in proportion to their respective entitlements shares. Upon approval of any such proposal by IPA and the Renewal Contract Coordinating Committee, IPA will use its best efforts to proceed with the development of such expansion or addition.

Certain Interconnection Agreements

The Renewal IPP Purchasers agree that IPA may comply with the requirements of any agreement or arrangement approved by the Original Contract Coordinating Committee or the Renewal Contract Coordinating Committee with respect to furnishing start-up and black start power from the IPP. All amounts received by IPA for furnishing such service after the Transition Date shall be applied as a credit against Monthly Power Costs pursuant to the Renewal Power Sales Contracts.

Transmission Service

Subject to contractual rights with respect to the Northern Transmission System, IPA may schedule the unused capacity of such System for transmission service for other utilities. All amounts received by IPA, after the Transition Date, for furnishing such service will be credited against Monthly Power Costs with respect to the Northern Transmission System pursuant to the Renewal Power Sales Contracts.

Insurance Provisions

IPA will take reasonable and prudent steps to maintain properly designed and properly underwritten IPP property and casualty insurance programs for each IPP component and for each Capital Improvement during the construction phase thereof. IPA will make every economically feasible effort to incorporate into the IPP such insurance, including without limitation, property insurance program extra-expense and business interruption coverage tied to all perils covered by the property insurance program and insurance covering losses resulting from failure or interruption of the fuel supply for the IPP.

SUMMARY OF CERTAIN PROVISIONS OF THE AGREEMENTS FOR THE ACQUISITION OF CAPACITY

The following is a summary of certain provisions of the Renewal Agreements for the Acquisition of Capacity (the “Renewal Capacity Acquisition Agreements”). This summary is not to be considered a full statement of the terms of the Renewal Capacity Acquisition Agreements and accordingly is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not defined in this summary or in the Official Statement have the respective meanings set forth in the Renewal Capacity Acquisition Agreements.

Assignment of Capacity

Each Renewal Transmission Project Participant (consisting of the Department of Water and Power of The City of Los Angeles and the California cities of Burbank and Glendale) and Southern California Public Power Authority (in this summary, “SCPPA”) have entered into a Renewal Capacity Acquisition Agreement pursuant to which each Renewal Transmission Project Participant has assigned, effective on the Transition Date, its right to capacity in the Southern Transmission System to SCPPA and SCPPA has agreed to issue bonds, notes, or other evidences of indebtedness and to make payments-in-aid of construction of the STS Renewal Project to the IPA.

Pursuant to the Renewal Capacity Acquisition Agreements, the Renewal Transmission Project Participants have assigned, transferred, conveyed, set over and relinquished to SCPPA in accordance with the Renewal Capacity Acquisition Agreements all of the Renewal Transmission Project Participants’ rights and interests in the Southern Transmission System in accordance with the Renewal Power Sales Contracts. Such rights and interests consist of the Renewal Transmission Project Participants’ rights to capacity of the Southern Transmission System and all of the Renewal Transmission Project Participants’ contract rights under the Renewal Power Sales Contracts relating to the Southern Transmission System.

Nature of Obligation

SCPPA in the Renewal Capacity Acquisition Agreements agrees to issue bonds, notes or other evidences of indebtedness to provide funds to make payments-in-aid of construction with respect to the Southern Transmission System on behalf of the Renewal Transmission Project Participants pursuant to the terms of the Original Southern Transmission System Agreement, as amended by the Second Amendment to Original Southern Transmission System Agreement and the terms of the Renewal Southern Transmission System Agreement.

The Renewal Transmission Project Participants in the Renewal Capacity Acquisition Agreements agree that all payments of Monthly Power Costs (as defined in the Renewal Power Sales Contracts) with respect to the Southern Transmission System to be made by the Renewal Transmission Project Participants, which will be made by SCPPA to IPA pursuant to the Renewal Southern Transmission System Agreement and received by IPA, will be applied in discharge of the Renewal Transmission Project Participants’ obligation to make such payments of Monthly Power Costs under the Renewal Power Sales Contracts, and the Renewal Transmission Project Participants’ obligation to pay such Monthly Power Costs will be discharged only to the extent of such receipt. The obligation of the Renewal Transmission Project Participants to pay Monthly Power Costs under the Renewal Power Sales Contracts will continue and will not otherwise be affected by the Renewal Southern Transmission System Agreement or by the Renewal Capacity Acquisition Agreements, except as discharged as provided in the Renewal Capacity Acquisition Agreements.

Assignment of Renewal Transmission Project Participants' Interests

SCPPA and the Renewal Transmission Project Participants recognize that the Renewal Transmission Project Participants in accordance with the Renewal Power Sales Contract have entered into or may enter into agreements with other entities pursuant to which such entities will have rights, including the right to use the Renewal Transmission Project Participant's Renewal Transmission Service Share (as defined in the Renewal Transmission Service Contract) which may be in excess of the needs of the Renewal Transmission Project Participants which exist from time to time. The assignment under the Renewal Capacity Acquisition Agreements of the Renewal Transmission Project Participants' rights and interests will not affect the rights of any such entity or entities as aforesaid. It is further recognized that such rights of said entities may, if exercised or otherwise effectuated, result in rights of such entities with respect to the Renewal Transmission Project Participants' Renewal Transmission Service Share. SCPPA will, on behalf of the Renewal Transmission Project Participants, provide portions of the Renewal Transmission Project Participants' Renewal Transmission Service Share to the entities on such terms as will be agreed upon by the Renewal Transmission Project Participants consistent with the rights of such entities; provided, however, that no such arrangement will release the Renewal Transmission Project Participants from any obligation under the Renewal Capacity Acquisition Agreements or under the Renewal Transmission Service Contracts.

The Renewal Capacity Acquisition Agreements became binding upon the execution and delivery thereof by the parties thereto. The assignments thereunder shall be effective on the Transition Date.

Amendment or Termination

The Renewal Capacity Acquisition Agreements will terminate concurrently with the termination of the Renewal Transmission Service Contracts between SCPPA and the Renewal Transmission Project Participants. Upon such termination, the rights and interests of SCPPA derived under the Renewal Capacity Acquisition Agreements will cease and terminate and such rights and interests will revert to the Renewal Transmission Project Participants.

SUMMARY OF CERTAIN PROVISIONS OF THE RENEWAL SOUTHERN TRANSMISSION SYSTEM AGREEMENT

The following is a summary of certain provisions of the Renewal Southern Transmission System Agreement, dated as of March 1, 2023 (the “Renewal Southern Transmission System Agreement”), between Intermountain Power Agency (“IPA”) and Southern California Public Power Authority (in this summary, “SCPPA”). This summary is not to be considered a full statement of the terms of the Renewal Southern Transmission System Agreement and accordingly is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not defined in this summary or in the Official Statement have the respective meanings set forth in the Renewal Southern Transmission System Agreement.

Definitions

Renewal Agreements for the Acquisition of Capacity: The several Renewal Agreements for the Acquisition of Capacity between SCPPA and the Transmission Project Participants, as the same may be amended and supplemented from time to time in accordance with their terms.

Billing Statement: The written statement prepared or caused to be prepared each Month by IPA which shall be based upon the Annual Budget and which shall show for such Month the amount to be paid to IPA by each Transmission Project Participant and shall indicate the Monthly Power Costs allocated to the Transmission Project pursuant the Renewal Power Sales Contracts.

Bond Resolution: The Amended and Restated Power Supply Revenue Bond Resolution adopted by the IPA Board of Directors on August 28, 1998, and effective on July 20, 2007, as it has previously been, and as it may hereafter be, supplemented or amended and any other bond resolution, indenture, loan agreement or other document, including any amendment thereof or supplement thereto, setting forth the terms and conditions or providing for the security of any Project Indebtedness (as defined in the Renewal Power Sales Contracts) issued or incurred by IPA, as the same may from time to time be amended and supplemented in conformity with its provisions and the provisions of the Renewal Power Sales Contracts.

Capital Improvement Acquisition and Construction Costs: The Capital Improvement Acquisition and Construction Costs as defined in the Renewal Power Sales Contracts, which, with respect to each particular Southern Transmission Capital Improvement (or Related Southern Transmission Capital Improvement Group), shall consist of the STS Direct Costs and STS Allocated Costs determined by the Renewal Contract Coordinating Committee and the IPA Board of Directors applicable thereto.

Construction Management and Operating Agreement: The Amended and Restated Construction Management and Operating Agreement entered into between IPA and the Department of Water and Power of The City of Los Angeles relating to the construction and operation of IPP as from time to time amended, supplemented or restated.

SCPPA First Bonding Date: The date upon which SCPPA first issues and delivers Bonds or other debt obligations pursuant to or in accordance with the Indenture to finance payments-in-aid of construction with respect to a particular Southern Transmission Capital Improvement (or Related Southern Transmission Capital Improvement Group), which date is expected to be prior to the Transition Date with respect to the financing of payments-in-aid of construction with respect to the STS Renewal Project; provided, however, that, as provided in the Renewal Southern Transmission System Agreement, payments-in-aid of construction made and to be made by SCPPA with respect to the Capital Improvements and Capital Improvement Acquisition and Construction Costs relating to the STS Renewal Project shall, prior the Transition Date, be governed by the Original Southern Transmission System Agreement, as amended by the Second Amendment to Southern Transmission System Agreement.

Southern Transmission Capital Improvements: Southern Transmission Capital Improvements as defined in the Renewal Southern Transmission System Agreement.

STS Allocated Costs: For those costs of materials, equipment, labor, and other goods and services that are attributable in part to a Southern Transmission Capital Improvement, and in part to some other project or Capital Improvement (as defined in the Renewal Power Sales Contracts), that portion of such costs that are allocated to a Southern Transmission Capital Improvement based on a procedure, percentage, allocation factor, or other method of allocation approved by the Renewal Contract Coordinating Committee and the IPA Board of Directors.

STS Direct Costs: The costs of materials, equipment, labor, and other goods and services that are directly attributable to a Southern Transmission Capital Improvement, and not attributable in whole or in part to any other project or Capital Improvement (as defined in the Renewal Power Sales Contracts).

Transmission Project: The Southern Transmission System and any Southern Transmission Capital Improvements.

Transmission Project Participant: Each of the following entities, together with their respective successors and assigns: Department of Water and Power of The City of Los Angeles; City of Burbank; and City of Glendale.

The Renewal Southern Transmission System Agreement

SCPPA and IPA have entered into the Renewal Southern Transmission System Agreement pursuant to which SCPPA is able to issue bonds, notes or other evidences of indebtedness to provide funds to fulfill its obligation to make payments-in-aid of construction with respect to the Transmission Project by making payments to IPA in accordance with the terms of the Renewal Southern Transmission System Agreement.

Reports

IPA will prepare and issue to SCPPA copies of all information and reports relating to the Transmission Project required to be provided to the Transmission Project Participants in accordance with the Renewal Power Sales Contracts, which will include the following reports:

- (1) Financial and operating statements relating to the Transmission Project.
- (2) Status of Annual Budget.
- (3) Status of construction budget for the any Southern Transmission Capital Improvement(s) during construction.
- (4) Analysis of operations relating to the Transmission Project.

Performance of IPA Obligations by Others

Pursuant to the Construction Management and Operating Agreement, certain of the obligations and covenants of IPA under the Renewal Power Sales Contracts and the IPA Bond Resolution will be performed and complied with, on behalf of IPA, by the Project Manager and Operating Agent under the Construction Management and Operating Agreement. In addition, IPA has entered into the Personnel Service Contract, effective as of June 2, 1982, with Intermountain Power Service Corporation, pursuant to

which certain of the obligations and covenants of IPA under the Renewal Power Sales Contracts and the IPA Bond Resolution will be performed and complied with, on behalf of IPA, by said Corporation under said Contract.

Financing Plans

Commencing with the first such day after the SCPPA First Bonding Date, SCPPA will advise IPA in writing on the first business day of each Month of SCPPA's periodic financing plans and the amount of funds then on deposit in the SCPPA Transmission Project Construction Fund to provide for payments-in-aid of construction to be applied to Capital Improvement Acquisition and Construction Costs of the Southern Transmission Capital Improvements.

From and after IPA's receipt of notice of the SCPPA First Bonding Date applicable to any particular Southern Transmission Capital Improvement (or Related Southern Transmission Capital Improvement Group), IPA will not issue any bonds, notes or other evidences of indebtedness to finance, and will not use the proceeds of any bonds, notes or other evidences of indebtedness to pay, Capital Improvement Acquisition and Construction Costs of such Southern Transmission Capital Improvement(s), except (a) as provided in the Renewal Southern Transmission System Agreement, or (b) as otherwise required to avoid any breach or default by IPA under the Renewal Power Sales Contracts or the IPA Bond Resolution. Notwithstanding any issuance or use of proceeds by IPA pursuant to clause (b) above, the rights and obligations of SCPPA to undertake financings and make payments-in-aid of construction pursuant to the Renewal Southern Transmission System Agreement will continue (including such rights and obligations as they pertain to that portion of the Capital Improvement Acquisition and Construction Costs of the Southern Transmission Capital Improvements for which such issuance or use of proceeds by IPA was undertaken or made); and IPA will bill SCPPA, and SCPPA will make payments-in-aid of construction, with respect to any such portion of the Capital Improvement Acquisition and Construction Costs of the Southern Transmission Capital Improvements in a manner similar to that provided in the Renewal Southern Transmission System Agreement with payment for such billing to be made by SCPPA within fifteen (15) days after receipt or such longer period until SCPPA will have funds available for such payment.

In the event SCPPA will fail to consummate any financing contemplated by the Renewal Southern Transmission System Agreement within the period permitted therein, IPA may, upon prior written notice by IPA to SCPPA, issue its bonds, notes or other evidences of indebtedness to finance, and may use the proceeds of bonds, notes or other evidences of indebtedness to pay, Capital Improvement Acquisition and Construction Costs of the applicable Southern Transmission Capital Improvement(s).

Upon the giving by IPA of notice in accordance with the Renewal Southern Transmission System Agreement, the rights and obligations of SCPPA to undertake financings and make payments-in-aid of construction with respect to the applicable Southern Transmission Capital Improvement(s) pursuant to the Renewal Southern Transmission System Agreement will terminate; provided, however, that the then remaining funds in the SCPPA Transmission Project Construction Fund available for such purpose will continue to be paid to IPA in accordance with the provisions of the Renewal Southern Transmission System Agreement.

Budgets; Billings; Payments-in-Aid of Construction

Commencing with the first of the following to occur after the SCPPA First Bonding Date, IPA will provide, or cause to be provided, to SCPPA: (i) at the time each revised budget required by the Construction Management and Operating Agreement is approved, a copy of such revised budget as so approved (together with a new computation of STS Direct Costs and STS Allocated Costs based on such

revised budget and the then current cost allocation under the Renewal Southern Transmission System Agreement); (ii) at the time any revision to any such budget is approved as aforesaid, a copy of such revision (including such an updated determination).

SCPPA will be entitled to rely upon each revised budget, requisition or billing provided to it. Any such reliance by SCPPA will not be deemed a waiver by SCPPA of any rights it may have as a result of a subsequent audit of the costs included therein.

IPA and SCPPA recognize and agree that all payments-in-aid of construction by SCPPA will be paid from, and only from, funds on deposit and available in the SCPPA Transmission Project Construction Fund and only upon compliance with the requirements of the Indenture regarding the withdrawal and expenditure of funds.

All such payments will be deposited in the appropriate account or accounts under the IPA Bond Resolution. Each such deposit will be and become part of such account or accounts and IPA will, subject to the lien and pledge of and covenants under the IPA Bond Resolution with respect to such account or accounts, use such deposits only for payment of the Capital Improvement Acquisition and Construction Costs of the Southern Transmission Capital Improvements to which such payments-in-aid of construction relate. Pending application of any such deposit to Capital Improvement Acquisition and Construction Costs of such Southern Transmission Capital Improvements, IPA will invest all or any portion thereof in accordance with the IPA Bond Resolution.

Neither such payments-in-aid of construction by SCPPA nor the Renewal Southern Transmission System Agreement will change or otherwise affect IPA's ownership of the Transmission Project or any of the rights and obligations of IPA or the Transmission Project Participants under the Renewal Power Sales Contracts, except to the extent that the obligation of IPA to issue its bonds for the payment of the Capital Improvement Acquisition and Construction Costs of Southern Transmission Capital Improvements is impacted thereby.

IPA, in the Renewal Southern Transmission System Agreement, recognizes that, under the Renewal Power Sales Contracts, to the extent that payments-in-aid of construction by SCPPA are received and applied to the payment of the Capital Improvement Acquisition and Construction Costs of Southern Transmission Capital Improvements, IPA will not be obligated to issue bonds for the payment of such Cost and consequently, to that extent, Monthly Power Costs allocated to the Transmission Project pursuant to the Renewal Power Sales Contracts will be reduced, reflecting the application of such payments to Capital Improvement Acquisition and Construction Costs of Southern Transmission Capital Improvements in lieu of the issuance of bonds of IPA therefor and the allocation of debt service on such bonds to the Transmission Project.

Assignment of the Participants' Rights Under the Renewal Power Sales Contracts

Pursuant to the Renewal Southern Transmission System Agreement, IPA consents to the assignment to SCPPA by each Transmission Project Participant of rights under its Renewal Power Sales Contract, including its right to the capacity in the Transmission Project, in accordance with the Renewal Agreements for the Acquisition of Capacity. SCPPA agrees that it will not sell, assign or otherwise dispose of the rights to capacity in the Transmission Project acquired by it pursuant to the Renewal Agreements for the Acquisition of Capacity unless such sale, assignment or disposition (a) is as provided in the Renewal Transmission Service Contracts, or (b) is preceded by a resolution of IPA determining (which determination will not be unreasonably withheld) that such sale, assignment or other disposition will not adversely affect the eligibility for exemption from federal income taxes of the interest paid, or to be paid, on the bonds of IPA with respect to IPP that was the subject of an opinion of nationally

recognized bond counsel that interest thereon is excluded from gross income for federal income tax purposes.

Renewal Power Sales Contracts Obligations

For each month after the Transition Date, SCPPA will make the payments to IPA required to be made by the Transmission Project Participants pursuant to the Renewal Power Sales Contracts for the Monthly Power Costs allocable to the Transmission Project. Without limiting the foregoing, SCPPA's obligations under this paragraph to pay IPA such Monthly Power Costs are special limited obligations payable solely from amounts SCPPA receives from the Transmission Project Participants to the extent that such funds are available for the payment of such Monthly Power Costs. Each payment made by SCPPA pursuant to the Renewal Southern Transmission System Agreement will be accompanied by a schedule setting forth the portion thereof being made on behalf of each Transmission Project Participant. For each month after the Transition Date, for the purpose of determining the payments to be made by SCPPA on behalf of the Transmission Project Participants, IPA in the Renewal Southern Transmission System Agreement agrees to provide to SCPPA (concurrent with providing said Billing Statements to the Transmission Project Participants) a copy of the Billing Statement, if any, sent to each Transmission Project Participant pursuant to the Renewal Power Sales Contracts.

IPA agrees in the Renewal Southern Transmission System Agreement that all payments of Monthly Power Costs made by SCPPA pursuant to the Renewal Southern Transmission System Agreement and received by IPA will be accepted and applied in discharge of the respective Transmission Project Participants' obligations to pay such Monthly Power Costs under the Renewal Power Sales Contracts and the Transmission Project Participants' obligations to pay such Monthly Power Costs will be discharged to the extent of the receipt of such payments by IPA. Such payments will not otherwise affect the rights and obligations of IPA or the Transmission Project Participants under the Renewal Power Sales Contracts.

**FORM OF CONTINUING DISCLOSURE UNDERTAKING
FOR THE 2025 BONDS**

[]

PROPOSED FORM OF BOND COUNSEL OPINION

On the delivery date of the 2025 Bonds, Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, propose to render their final approving opinion in substantially the following form:

[Delivery Date]

Board of Directors
Southern California Public Power Authority
1160 Nicole Court
Glendora, California 91740

Re: Southern California Public Power Authority
Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and
Southern Transmission System Renewal Project, Revenue Bonds, 2025-2

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of \$_____ aggregate principal amount of Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 (the “2025-1 Bonds”) and \$_____ aggregate principal amount of Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (the “2025-2 Bonds” and, together with the 2025-1 Bonds, the “2025 Bonds”) by the Southern California Public Power Authority (the “Authority”), a public entity of the State of California, and such other matters of law as we have deemed necessary to enable us to render the opinions expressed herein.

The 2025-1 Bonds are issued under and pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended (the “Act”), and an Indenture of Trust, dated as of April 1, 2023 (the “Indenture of Trust”), from the Authority to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as previously supplemented and as supplemented by the Fourth Supplemental Indenture of Trust, dated as of June 1, 2025 (the “Fourth Supplemental Indenture”) and the Fifth Supplemental Indenture of Trust, dated as of June 1, 2025 (the “Fifth Supplemental Indenture”), each from the Authority to the Trustee. Such Indenture of Trust, as so supplemented, is herein referred to as the “Indenture.”

The 2025-1 Bonds are dated, and shall bear interest from, their date of delivery. Interest on the 2025-1 Bonds is payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2025. The 2025-1 Bonds mature and are subject to redemption (if applicable) prior to maturity as provided in the Indenture. The 2025-1 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof. The 2025-1 Bonds will be issued in fully registered form, are exchangeable and transferable as provided in the Indenture, and are lettered and numbered as provided therein.

The 2025-2 Bonds will initially be delivered in the Term Rate Mode for an Initial Term Rate Period ending, subject to the terms of the Fifth Supplemental Indenture or as otherwise provided therein, on _____ 1, 20____. The 2025-2 Bonds will initially bear interest at the initial fixed Term Rate as described in the Fifth Supplemental Indenture. The interest rate on the 2025-2 Bonds and/or the method of determining the same is subject to change as described in the Fifth Supplemental Indenture. The 2025-2 Bonds are

dated, and shall bear interest from, their date of delivery. Interest on the 2025-2 Bonds is payable as provided in the Fifth Supplemental Indenture. The 2025-2 Bonds mature on the date specified in the Fifth Supplemental Indenture. The 2025-2 Bonds are subject to redemption prior to maturity as provided in the Fifth Supplemental Indenture. The 2025-2 Bonds are being issued in fully registered form, are exchangeable and transferable as provided in the Indenture, and are lettered and numbered as provided in the Indenture.

The 2025 Bonds are issued for the purpose of providing moneys to: (i) finance a portion of the costs of acquisition and construction of the STS Renewal Project, (ii) fund capitalized interest and (iii) pay costs of issuance relating to the 2025 Bonds.

The Authority has entered into separate Renewal Transmission Service Contracts (the “Renewal Transmission Service Contracts”) with each of the Department of Water and Power of The City of Los Angeles, the City of Burbank and the City of Glendale (the “Project Participants”) for transmission service utilizing SPPA Capacity (as defined in the Renewal Transmission Service Contracts).

Capitalized terms not defined herein shall have the respective meanings set forth in the Indenture unless otherwise provided herein.

From such examination, we are of the opinion that:

1. The Authority has been duly created and is validly existing under the provisions of the Act and has the right and authority under the Act to acquire and utilize SPPA Capacity.
2. The Authority has the right and authority to enter into and carry out its obligations under the Renewal Transmission Service Contracts and has duly authorized, executed and delivered the Renewal Transmission Service Contracts, which constitute valid and binding agreements of the Authority, enforceable in accordance with their respective terms.
3. The Authority has the right and power under the Act to enter into and carry out its obligations under the Indenture and has duly authorized, executed and delivered the Indenture, which, assuming due authorization, execution and delivery by, and enforceability against, the other party thereto, constitutes a valid and binding agreement of the Authority, enforceable in accordance with its terms. The Indenture creates the valid pledge that it purports to create of (i) the Revenues and (ii) the funds and accounts established by the Indenture (other than such funds and accounts that the Indenture provides are not a source of payment for the Bonds and other than any moneys held by the Trustee or the Authority to pay any rebate amount owed to the federal government), 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.
4. The Authority is duly authorized to issue the 2025 Bonds, and the 2025 Bonds have been duly and validly authorized and issued by the Authority in accordance with the Indenture and the Constitution and applicable statutes of the State of California, including the Act. The 2025 Bonds constitute valid and binding obligations of the Authority as provided in the Indenture, are enforceable in accordance with their terms and the terms of the Indenture, and are entitled to the benefits of the Indenture and the applicable benefits of the Act. The 2025 Bonds are not an obligation of the State of California, any public agency thereof (other than the Authority), any member of the Authority or the Project Participants and neither the faith and credit nor the taxing power of any of the foregoing (including the Authority) is pledged for the payment of the 2025 Bonds. The Authority has no taxing power.

5. Under the Constitution and laws of the State of California, each Renewal Transmission Service Contract constitutes a valid and binding agreement of the Project Participant party thereto enforceable in accordance with its terms. In rendering the foregoing opinion, we have made no investigation of, and do not express any opinion with respect to, the following as they may relate to the valid, binding and enforceable nature of such Renewal Transmission Service Contracts: (i) the legal existence or formation of any Project Participant or the incumbency of any official or officer thereof; (ii) any local or special acts or any ordinance, resolution or other proceedings of any Project Participant, including, without limitation, any proceedings relating to the negotiation or authorization of any Renewal Transmission Service Contract or the execution, delivery or performance thereof (except that we have examined the ordinances and other official action pursuant to which the respective Renewal Transmission Service Contracts were authorized by the respective Project Participants); (iii) any bond resolution, indenture, contract, debt instrument, agreement or other instrument (other than such Renewal Transmission Service Contracts) or any governmental order, regulation or rule of or applicable to any Project Participant; (iv) any judicial order, judgment or decree in a proceeding to which any Project Participant is a party; or (v) any approval, consent, filing, registration or authorization by or with any regulatory authority or other governmental or public agency, authority or person that may be or has been required for the authorization, execution, delivery or performance by any Project Participant of its Renewal Transmission Service Contract. The Authority has herewith or heretofore received, independent from this opinion, opinions with respect to, among other things, the validity and enforceability of the Renewal Transmission Service Contracts rendered by legal counsel to the respective Project Participants.

Our opinions are based on existing law, which is subject to change. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the 2025 Bonds.

The opinions expressed in paragraphs 2, 3, 4 and 5 hereof are qualified to the extent that the enforceability of the Indenture, the 2025 Bonds and the Renewal Transmission Service Contracts may be limited by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally or as to the availability of any particular remedy. The enforceability of the Indenture, the 2025 Bonds and the Renewal Transmission Service Contracts is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California (including, but not limited to, rights of indemnification).

Respectfully submitted,

PROPOSED FORM OF SPECIAL TAX COUNSEL OPINION

On the delivery date of the 2025 Bonds, Nixon Peabody LLP, Los Angeles, California, Special Tax Counsel, propose to render their opinion in substantially the following form:

[Delivery Date]

Southern California Public Power Authority

Southern California Public Power Authority
Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and
Southern Transmission System Renewal Project, Revenue Bonds, 2025-2

Ladies and Gentlemen:

We have acted as special tax counsel to the Southern California Public Power Authority (the “Authority”) in connection with the issuance of \$_____ aggregate principal amount of its Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and \$_____ aggregate principal amount of its Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (collectively, the “Bonds”). The Bonds are being issued pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “Act”) and pursuant to an Indenture of Trust, dated as of April 1, 2023 (the “Indenture of Trust”), from the Authority to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as previously supplemented and as supplemented by the Fourth Supplemental Indenture of Trust, dated as of June 1, 2025, and the Fifth Supplemental Indenture of Trust, dated as of June 1, 2025, each from the Authority to the Trustee (the “Fifth Supplemental Indenture” and, together with the Fourth Supplemental Indenture and Indenture of Trust, the “Indenture”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture. In rendering the opinions set forth below, we have relied upon the approving opinions of Norton Rose Fulbright US LLP, Bond Counsel to the Authority, delivered on even date herewith, relating among other things to the validity of the Bonds.

The Bonds are being issued to finance a portion of the costs of acquisition and construction of capital improvements to the Southern Transmission System, an approximately 488-mile power transmission line and related facilities, which constitute part of the Intermountain Power Project, and related expenditures, which improvements are part of the Southern Transmission System Renewal Project.

In our capacity as special tax counsel, we have reviewed the Act, the Indenture, the Authority’s Tax Certificate as to Arbitrage and the Provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 with respect to the Bonds (the “Tax Certificate”), certifications of the Authority, the Trustee, the Project Participants and others, opinions of counsel to the Authority, the Trustee and to each Project Participant, and such other documents, opinions and instruments as we deemed necessary to render the opinions set forth herein.

We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority, and, with respect to the Renewal Transmission Service Contracts, the Project Participants. We have not undertaken to verify independently, and have assumed, 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 third paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Renewal Transmission Service Contracts.

The Internal Revenue Code of 1986 (the “Code”) sets forth certain requirements which must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Indenture and the Tax Certificate, the Authority has covenanted to comply with each applicable requirement of the Code necessary to qualify the Bonds as obligations described in section 103(a) of the Code. In addition, the Authority has made certain representations and certifications in the Tax Certificate. We have not independently verified the accuracy of those certifications and representations.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

Under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the Authority described above, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. We are also of the opinion that such amounts are not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

We are also of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California under present law.

Except as stated in the preceding two paragraphs, we express no opinion as to any other federal, state or local tax consequences of the ownership or disposition of the Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

Very truly yours,

APPENDIX G

ESTIMATED DEBT SERVICE REQUIREMENTS (Accrual Basis)

Fiscal Year Ending June 30	(1) (in millions of dollars)						Combined Debt Service ⁽¹⁾⁽²⁾⁽³⁾
	Outstanding Bonds		2025-1 Bonds		2025-2 Bonds		
	Principal	Interest ⁽²⁾	Principal	Interest ⁽³⁾	Principal	Interest ⁽³⁾	
	\$	\$	\$	\$	\$	\$	\$

Total ⁽¹⁾	\$	\$	\$	\$	\$	\$
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⁽¹⁾ Totals may not foot due to rounding.

(2) [To be updated.] Bond proceeds deposited in the 2023-1 Capitalized Interest Account and earnings thereon are expected to pay all or a portion of interest on 2023-1 Bonds as follows: in fiscal year ending June 30, 2024, \$12,608,041; in fiscal year ending June 30, 2025, \$11,526,272; in fiscal year ending June 30, 2026, \$9,666,301; in fiscal year ending June 30, 2027, \$8,842,710; and in fiscal year ending June 30, 2028, \$7,215,188. 2023-1A Bond proceeds deposited in a 2023-1A Capitalized Interest Account and earnings thereon are expected to pay all or a portion of interest on 2023-1A Bonds as follows: in fiscal year ending June 30, 2024, \$21,759,144; in fiscal year ending June 30, 2025, \$20,138,666; in fiscal year ending June 30, 2026, \$17,200,002; in fiscal year ending June 30, 2027, \$15,847,976; and in fiscal year ending June 30, 2028, \$12,949,275.

(3) 2025-1 Bond proceeds deposited in the 2025-1 Capitalized Interest Account and earnings thereon are expected to pay all or a portion of interest on 2025-1 Bonds as follows: in fiscal year ending [June 30, 2025, \$ _____; in fiscal year ending June 30, 2026, \$ _____; in fiscal year ending June 30, 2027, \$ _____; in fiscal year ending June 30, 2028, \$ _____; and in fiscal year ending June 30, 2029, \$ _____]. 2025-2 Bond proceeds deposited in the 2025-2 Capitalized Interest Account and earnings thereon are expected to pay all or a portion of interest on 2025-2 Bonds as follows: in fiscal year ending [June 30, 2025, \$ _____; in fiscal year ending June 30, 2026, \$ _____; in fiscal year ending June 30, 2027, \$ _____; in fiscal year ending June 30, 2028, \$ _____; and in fiscal year ending June 30, 2029, \$ _____].

Continuing Disclosure Undertaking

for the purpose of providing
continuing disclosure information
under Section (b)(5) of Rule 15c2-12

_____, 2025

This Continuing Disclosure Undertaking (the “Agreement”) is executed and delivered by the Southern California Public Power Authority (the “Authority”) in connection with the issuance of its \$_____ Southern Transmission System Renewal Project, Revenue Bonds, 2025-1 and \$_____ Southern Transmission System Renewal Project, Revenue Bonds, 2025-2 (collectively, the “Bonds”). The Bonds are being issued pursuant to the an Indenture of Trust, dated as of April 1, 2023 (the “Original Indenture” and, as supplemented and amended, including as supplemented by the Fourth Supplemental Indenture, dated as of June 1, 2025, and by the Fifth Supplemental Indenture, dated as of June 1, 2025, the “Indenture”), from the Authority to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”).

In consideration of the issuance of the Bonds by the Authority and the purchase of such Bonds by the beneficial owners thereof, the Authority covenants and agrees as follows:

1. Purpose of This Agreement. This Agreement is executed and delivered by the Authority 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). Each of SCPPA and the Obligated Project Participant is hereby determined by Authority to be an “obligated person” within the meaning of the Rule (and are the only “obligated persons” within the meaning of the Rule for whom financial information or operating data are presented in the Final Official Statement). Each such person shall only be an “obligated person” if and for so long as such person is an “obligated person” within the meaning of the Rule.

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 the Authority and the Obligated Project Participant (relating to its electric utility fund), each prepared pursuant to the standards and as described in Exhibit I.

“Business Day” means any day other than (a) a Saturday or Sunday, or (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 Dissemination Agent or the designated operational office of the Authority are authorized by law or executive order to close.

“Dissemination Agent” means any agent designated as such in writing by the Authority and which has filed with the Authority a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Final Official Statement” means the Official Statement dated _____, 2025, 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.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Project Participant” means the Department of Water and Power of The City of Los Angeles.

“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 SEC under the Exchange Act, as the same may be amended from time to time.

“SEC” means the Securities and Exchange Commission.

“Undertaking” means the obligations of the Authority 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:

<u>MATURITY</u>	<u>AMOUNT</u>	<u>CUSIP NUMBER</u>
	\$	

The Authority 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, the Authority 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 SEC at the time of delivery of such information and by such time so that such entities receive the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Authority 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, the Authority hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the SEC 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. 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 the Authority to Provide Information. The Authority 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 the Authority 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 the Authority 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 the Authority 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 the Authority to comply with this Agreement shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Agreement, the Authority 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 SEC, change in law, or change in the identity, nature, or status of the Authority, 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 the Authority (such as the Trustee), or by approving vote of Bondholders pursuant to the terms of the Indenture at the time of the amendment.

If the SEC, the MSRB or other regulatory authority 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, the Authority 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 the Authority shall be terminated hereunder if the Authority no longer has any legal liability for any obligation on or relating to repayment of the Bonds under the Indenture. The Authority shall give notice to EMMA in a timely manner if this Section is applicable.

9. Dissemination Agent. The Authority 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 the Authority 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 the Authority 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, the Authority 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 the Authority is changed, the Authority 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 the Authority, 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. The Authority 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. The Authority shall not transfer its obligations under the Indenture unless the transferee agrees to assume all obligations of the Authority 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.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By _____

Daniel E Garcia
Executive Director

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

“Annual Financial Information” means financial information and operating data, including:

(a) Updated versions of the type of information contained in the Final Official Statement relating to the following:

1. operation and maintenance and operating statistics of the Southern Transmission System Renewal Project as set forth under the section entitled “SOUTHERN TRANSMISSION SYSTEM AND THE PROJECT” and under the subsection entitled “IPP OPERATIONS – Management and Operation of IPP - Operating Statistics” in Appendix B; and
2. the debt service requirements contained in Appendix G to the Final Official Statement.

(b) Updated versions of the type of information for LADWP contained in Appendix A to the Final Official Statement relating to the following:

1. the description of operations and the summary of operating results of LADWP’s Power System; and
2. the summary of financial results of LADWP’s Power System.

(c) such other information and data as the Authority may deem necessary in order to comply with the requirements of the Rule.

“Audited Financial Statements” means the audited financial statements of the Authority and each Obligated Project Participant’s electric utility fund, in each case for the most recent fiscal year (commencing with the fiscal year ended June 30, 2025), 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 the Authority 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 SEC. 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 SEC. The Authority shall clearly identify each such item of information included by reference.

Annual Financial Information with respect to the Obligated Project Participant shall be submitted to EMMA by each December 31 after the end of the Obligated Project Participant’s fiscal year, commencing with the fiscal year ending June 30, 2025.

Annual Financial Information with respect to the Authority (i.e., the information described in clauses (b) and (c) of the definition of Annual Financial Information) will be submitted to EMMA by each December 31 after the end of the Authority’s fiscal year, commencing with the fiscal year ending June 30, 2025.

Audited Financial Statements as described above should be filed at the same times as the Annual Financial Information for the Obligated Project Participant and the Authority. If Audited Financial Statements are not available when such Annual Financial Information is filed, unaudited financial statements shall be included.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Authority 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 Authority*
13. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, 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
15. Incurrence of a Financial Obligation of the Authority or the Obligated Project Participant (relating to its electric utility fund), if material, or agreement to covenants, events of default, remedies,

* 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.

priority rights, or other similar terms of a Financial Obligation of the Authority, 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 Authority or the Obligated Project Participant (relating to its electric utility fund), any of which reflect financial difficulties.



AGENDA ITEM STAFF REPORT

MEETING DATE:

May 15, 2025

RESOLUTION NUMBER:

2025-024

SUBJECT:

Fiscal Year 2025-26 Administrative and General Expense Budget

DISCUSSION:



OR

CONSENT:



Select the appropriate box(es):

FROM:

Finance



Project Development



Program Development



Regulatory/Legislative



Project Administration



Legal



Executive Director



METHOD OF SELECTION:

Competitive



Cooperative Purchase



Sole Source



Other



Other (Please describe):


Not Applicable

MEMBER PARTICIPATION:

Sponsoring Member: N/A

Other Members Potentially Participating: N/A

Approved by Executive Director:

Signed by: 
DAE0F3A6ECDE496...

RECOMMENDATION:

Approve SCPPA's Fiscal Year 2025-26 Administrative and General Expense Budget including the allocation of expenses pursuant to the cost allocation plan as approved by Resolution No. 2015-059 and as modified by Resolution No. 2021-091.

BACKGROUND / DISCUSSION:

SCPPA’s proposed Fiscal Year (FY) 2025-26 Administrative and General Expense (A&G) Budget is comprised of two components, Indirect A&G and Direct A&G.

Indirect A&G consists of expenses such as SCPPA staff salaries, employee benefits, office building costs, office expenses, and all other expenses that are not project specific. Indirect A&G is allocated to the Members pursuant to an approved cost allocation methodology. The proposed increase for the Indirect A&G budget is \$445,860 or 7.8% as compared to the FY 2024-25 budget.

Direct A&G consists of expenses that are directly related to projects, such as outside counsel fees, auditing services, agent billable costs, trustee fees, and others. These costs are allocated to the Members through the respective projects. The proposed increase for the Direct A&G budget is \$105,370 or 2.3%, as compared to the FY 2024-25 budget.

The overall increase for the proposed FY 2025-26 A&G budget is \$551,230 or 5.4%.

The table below provides a summary of the proposed FY 2025-26 A&G budget as compared to FY 2024-25:

	Current FY 2024-25 Budget	Proposed FY 2025-26 Budget	Increase/ (Decrease) from FY 2024-25	% Variance from FY 2024-25
Total Indirect A&G	\$ 5,693,400	\$ 6,139,260	\$ 445,860	7.8%
Total Direct A&G	4,508,120	4,613,490	105,370	2.3%
Total A&G	\$ 10,201,520	\$ 10,752,750	\$ 551,230	5.4%

The attached budget narrative and summary provide further details of the various expense categories and the allocation of Indirect A&G and Direct A&G by Member.

The proposed A&G budget was presented to the Finance Committee for review on April 7, 2025, and May 5, 2025. The Finance Committee recommended that the Board of Directors (Board) approve the proposed FY 2025-26 A&G budget.

• **SCPPA’s Authority:**

SCPPA is authorized to incur expenses to fulfill its duties, responsibilities, and obligations to administer the affairs of SCPPA as defined in the Joint Powers Agreement. Toward that end, it is necessary for SCPPA to establish a budget prior to the start of the new fiscal year as a matter of prudent fiscal policy and to reflect the Members’ strategic priorities for SCPPA and to properly manage towards those expectations.

FISCAL IMPACT: The approval will establish SCPPA’s A&G budget for FY 2025-26.

ATTACHMENTS:

1. Resolution No. 2025-024
2. Budget Narrative and Summary

RESOLUTION NO. 2025-024

**RESOLUTION OF THE SOUTHERN CALIFORNIA
PUBLIC POWER AUTHORITY APPROVING THE
ADMINISTRATIVE AND GENERAL EXPENSE
BUDGET FOR FISCAL YEAR 2025-26, INCLUDING
THE ALLOCATION OF EXPENSES PURSUANT TO A
COST ALLOCATION PLAN**

WHEREAS, by Resolution No. 1982-30, adopted October 6, 1982, the Southern California Public Power Authority (the “Authority”) provided for allocation of General Expenses of the Authority; and

WHEREAS, said Resolution was rescinded and replaced by Resolution No. 1993-13, adopted May 20, 1993; and

WHEREAS, the Authority rescinded and replaced Resolution No. 1993-13 with Resolution No. 1995-6, adopted May 18, 1995; and

WHEREAS, said Resolution No. 1995-6 provided that the General Expenses of the Authority be allocated to the funded projects in the same ratio as the sum of the estimated direct charges of Authority staff, Los Angeles, and other agents to a funded project bears to the sum of the estimated direct charges of Authority staff, Los Angeles, and other agents for all funded projects; and

WHEREAS, commencing July 1, 2015, the estimate for direct charges for funded projects was revised and incorporated into a cost allocation plan, which was approved by Resolution No. 2015-059 and modified by Resolution No. 2021-091, adopted October 21, 2021; and

WHEREAS, the proposed Administrative and General Expense Budget for Fiscal Year 2025-26 (“2025-26 Budget”), which includes a proposed plan for allocating such expenses among the Members (the “Current Cost Allocation Plan”), has been presented to the Finance Committee for review, and the final proposed 2025-26 Budget with the Current Cost Allocation Plan has been provided to the Board, a summary of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Authority’s Administrative and General Expense budget for Fiscal Year 2025-26, including the Current Cost Allocation Plan, is hereby approved.

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THE FOREGOING RESOLUTION NO. 2025-024 is approved and adopted by the Authority this 15th day of May 2025. This Resolution shall become effective July 1, 2025.

TODD DUSENBERRY
PRESIDENT
Southern California Public Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public Power Authority

Southern California Public Power Authority							
Proposed Administrative & General (A&G) Expense Budget							
Fiscal Year 2025-26							
	Previous		Current	Projected	PROPOSED	Budget	
	Budget	Actual	Budget	Actual	BUDGET	Variance from	
	FY 2023-24	FY 2023-24	FY 2024-25	FY 2024-25	FY 2025-26	FY 24-25 Budget	%
INDIRECT A&G							
Salaries	\$ 2,907,600	\$ 2,827,785	\$ 3,039,700	\$ 2,928,091	\$ 3,094,900	\$ 55,200	1.8%
Employee Benefits	742,600	709,285	838,300	763,818	993,200	154,900	18.5%
Office Building Costs	180,400	175,811	154,590	181,182	181,810	27,220	17.6%
Office Equipment and IT	135,060	126,552	110,290	120,969	156,500	46,210	41.9%
Office Expenses	65,100	56,598	61,400	61,311	55,540	(5,860)	-9.5%
Insurance	150,370	155,763	164,000	178,986	183,500	19,500	11.9%
Meeting Expenses	54,700	38,360	37,500	36,500	39,300	1,800	4.8%
Travel and Conferences	55,500	36,453	52,000	50,954	64,500	12,500	24.0%
Staff Training/Development	53,000	6,754	26,000	18,000	44,000	18,000	69.2%
Memberships and Dues	23,730	24,190	26,010	27,074	29,550	3,540	13.6%
Subscriptions	19,210	19,563	20,760	17,181	20,715	(45)	-0.2%
Gov't Affairs (Sacramento Office)	175,550	157,994	184,530	181,649	206,910	22,380	12.1%
Legislative Advocacy	366,200	359,718	368,000	373,524	401,000	33,000	9.0%
Regulatory Advocacy	200,000	183,349	220,000	212,077	220,000	-	0.0%
General Legal Services	130,000	117,078	140,000	140,000	150,000	10,000	7.1%
Auditing Services	4,800	4,800	4,930	4,930	5,075	145	2.9%
Consulting & Other Services	97,350	50,747	69,500	40,300	106,000	36,500	52.5%
Financial Advisor	90,000	90,000	90,000	90,000	90,000	-	0.0%
Budget Contingency	136,280	-	140,190	-	151,060	10,870	7.8%
Subtotal	\$ 5,587,450	\$ 5,140,798	\$ 5,747,700	\$ 5,426,545	\$ 6,193,560	\$ 445,860	7.8%
Glendora Project Accounting - Direct A&G	\$ (46,500)	\$ (48,059)	\$ (54,300)	\$ (54,300)	\$ (54,300)	-	0.0%
TOTAL INDIRECT A&G	\$ 5,540,950	\$ 5,092,739	\$ 5,693,400	\$ 5,372,245	\$ 6,139,260	\$ 445,860	7.8%
Budget Savings		\$ 448,211		\$ 321,155			
Budget Savings %		8.1%		5.6%			
DIRECT A&G							
Outside Counsels	\$ 434,500	\$ 358,320	\$ 456,000	\$ 381,432	\$ 523,000	\$ 67,000	14.7%
Auditing Services	351,200	351,200	365,260	370,070	380,985	15,725	4.3%
Consulting & Other Services	165,500	170,364	35,500	45,475	40,500	5,000	14.1%
Project Travel Costs	17,000	14,083	18,350	16,700	9,000	(9,350)	-51.0%
WREGIS Fees	15,550	13,072	18,160	16,453	21,355	3,195	17.6%
Trustee Fees	305,600	286,534	335,750	280,573	302,200	(33,550)	-10.0%
Rating Agency Fees	129,500	130,000	150,500	160,500	166,000	15,500	10.3%
Agent Billable Costs	2,911,700	2,722,249	3,074,300	2,954,000	3,116,150	41,850	1.4%
Subtotal	\$ 4,330,550	\$ 4,045,821	\$ 4,453,820	\$ 4,225,203	\$ 4,559,190	\$ 105,370	2.4%
Glendora Project Accounting	\$ 46,500	\$ 48,059	\$ 54,300	\$ 54,300	\$ 54,300	-	0.0%
TOTAL DIRECT A&G	\$ 4,377,050	\$ 4,093,880	\$ 4,508,120	\$ 4,279,503	\$ 4,613,490	\$ 105,370	2.3%
Budget Savings		\$ 283,170		\$ 228,617			
Budget Savings %		6.5%		5.1%			
TOTAL A&G	\$ 9,918,000	\$ 9,186,618	\$ 10,201,520	\$ 9,651,748	\$ 10,752,750	\$ 551,230	5.4%
Budget Savings		\$ 731,381		\$ 549,772			
Budget Savings %		7.4%		5.4%			



PROPOSED
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
ADMINISTRATIVE & GENERAL EXPENSE BUDGET
FISCAL YEAR 2025-26
05-15-2025

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**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
ADMINISTRATIVE & GENERAL EXPENSE BUDGET SUMMARY
FISCAL YEAR 2025-26**

Southern California Public Power Authority's (SCPPA) proposed fiscal year (FY) 2025-26 Administrative and General (A&G) Expense budget and projected FY 2024-25 A&G Expense actuals are shown on page 14 with additional details in the pages followed. This budget narrative should be read in conjunction with the information in these pages.

SCPPA A&G Expense budget is comprised of indirect and direct charges. Indirect charges are expenses that are not project specific and are allocated to the Members pursuant to an approved Cost Allocation Plan (see Cost Allocation Plan description on page 12). Direct charges are project related expenses and are charged to the specific project.

INDIRECT A&G EXPENSE BUDGET

The FY 2025-26 Indirect A&G expense budget reflects a \$445,860 or 7.8% increase from the FY 2024-25 budget. The various increases and decreases are described below in the Indirect A&G expense categories.

A projected actual for FY 2024-25 is also provided for each expense category. Certain Indirect A&G expenses are projected to be over budget. However, there will be sufficient budget savings in other expense categories to offset the estimated higher costs. It is projected that there will be net budget savings of approximately \$321,155 or 5.6% for FY 2024-25.

Salaries

FY 2024-25 Projected Actual - \$111,609 under budget primarily due to personnel vacancies during the fiscal year at the Glendora office.

FY 2025-26 Budget - \$55,200 increase (1.8%)

Salaries reflect:

- 18 existing full-time positions including the positions at the Sacramento Office
- 3.22% Cost-of-Living Adjustment (COLA)
- 5% merit pool
- Temporary part-time assistance for administrative functions as needed

The SCPPA Board of Directors (Board) has approved that COLA is to be determined by calculating the average of the COLAs submitted by the Members within a specific timeframe provided at the time the A&G budget is prepared.

For the FY 2025-26 budget, the proposed COLA is 3.22%, representing the average COLA calculated based on the information provided from six of the twelve Members.

The Salaries budget also includes a proposed increase in the merit pool from the current 4% to 5% to reflect a commitment in maintaining competitive compensation practices and enhancing workforce stability amid increasing market pressures.

Employee Benefits

FY 2024-25 Projected Actual - \$74,482 under budget primarily due to the benefits related to personnel changes and vacancies during the fiscal year.

FY 2025-26 Budget - \$154,900 increase (18.5%)

The increase is primarily due to an increase in employer contributions for retirement and employee medical insurance premium.

The Employee Benefits budget reflects an increase in the minimum required employer contributions to the California Public Employees' Retirement System (CalPERS) pension plans for the amortization of the unfunded accrued liability, as well as an increase in employer contributions to the pension plans resulting from higher staff salaries.

In 2014, the Board adopted Resolution No. 2014-114 establishing the Pension and Other Post-Employment Benefits Funding Policy (Funding Policy) which sets a goal of 100% funding and a minimum funded target of 80% over a reasonable period of time. The Finance Committee has reviewed the funded status of the pension plans and recommended using the soft fresh start option as a method to shorten the amortization period for the unfunded accrued liability to reach the funding goals as established in the Funding Policy. CalPERS amortizes the unfunded accrued liability over a 20-year period to determine the minimum required contribution. The Committee recommends using a 15-year amortization schedule for the Classic Plan and a 10-year amortization schedule for the PEPRA plan for the soft fresh start and to include the additional contribution resulting from the shorter amortization period in the fiscal year 2025-26 A&G budget. The Employee Benefits budget reflects an additional contribution to CalPERS of \$65,823 for the Committee's recommendation.

The Employee Benefits budget also includes an employer matching contribution for the SCPPA deferred compensation plan at an amount approved by the Board annually as part of the budget process. Since 2018, the Board approved amount has been at \$75 per month match for employees who participate in the deferred compensation plan. The Employee Benefits budget includes a proposed increase to \$125 per month match for employee retention and recruitment.

Another component of the Employee Benefits budget is employer contributions for employee medical insurance premium. Per the SCPPA Employee Benefits Policy approved by the Board, SCPPA's contribution to employee medical insurance premiums should be within the range of benefits provided by the five mid-sized SCPPA Members to their employees. SCPPA's contribution is determined by calculating the average medical insurance premium contribution from these five members. The budget reflects an increase in the average medical insurance premium contribution. In addition, SCPPA also provides for an opt-out allowance for employees who elect not to participate in the SCPPA sponsored health insurance program. The opt-out allowance is an amount approved by the Board annually as part of the budget process, which has been at \$300 per month since 2020. The Employee Benefits budget includes a proposed increase to \$500 per month to reflect inflationary increases in health insurance premium costs since

2020. Currently, SCPPA only has two employees who elected the opt-out allowance option.

Office Building Costs

FY 2024-25 Projected Actual - \$26,592 over budget primarily due to higher than anticipated utility bills for both buildings due to increases in rates and hotter weather during the year. Maintenance expenses also increased due to routine upkeep and repairs.

FY 2025-26 Budget - \$27,220 increase (17.6%)

The increase is primarily due to the increase in service rates for building maintenance and higher utility costs.

Office Equipment and Information Technology (IT)

FY 2024-25 Projected Actual - \$10,679 over budget primarily due to the addition of additional cybersecurity monitoring services.

FY 2025-26 Budget - \$46,210 increase (41.9%)

The increase is primarily due to the additional cybersecurity monitoring services, upgrade of software licenses, and the purchase of new desktops for the conference rooms, reception and training center to accommodate the Windows system upgrade.

Office Expenses

FY 2024-25 Projected Actual - \$89 under budget.

FY 2025-26 Budget - \$5,860 decrease (-9.5%)

The decrease is primarily due to fee reductions from a change in phone and internet service plan that can still meet SCPPA's operating needs.

Insurance

FY 2024-25 Projected Actual - \$14,986 over budget primarily due to higher than anticipated workers' compensation and liability insurance premiums.

FY 2025-26 Budget - \$19,500 increase (11.9%)

The increase is due to an increase in worker's compensation and liability insurance premiums.

Meeting Expenses

FY 2024-25 Projected Actual - \$1,000 under budget.

FY 2025-26 Budget - \$1,800 increase (4.8%)

The increase is primarily due to higher food costs for meetings.

Travel and Conferences

FY 2024-25 Projected Actual - \$1,046 under budget.

FY 2025-26 Budget - \$12,500 increase (24.0%)

The increase is to support an increase in engagement with Members, industry leaders, and other stakeholders.

The budget reflects the following travel and conference plans:

Executive Director	Sacramento meetings, American Public Power Association (APPA) National Conference, APPA Joint Action Agency Conference, APPA Legislative Rally, California Energy Commission (CEC) Meetings, California Municipal Utilities Association (CMUA) Conference, Member meetings, and others
Development Department	Member Meetings, Development Site Visits, Various Conferences including APPA, Renewable Energy (RE+), Annual Customer Engagement, California Municipal Rates Group, and Utility Energy Forum, limited to budget
Asset Management	Renewable Energy (RE+), and Association of Women in Water, Energy Conference
Legal Department	APPA Legal Seminar
Finance Department	APPA National Conference or Bond Buyer's Conference
General Travel	Mileage/Parking/Incidentals for various meetings

Staff Training and Development

FY 2024-25 Projected Actual - \$8,000 under budget primarily due to the availability of courses that fit the professional development goals of individual staff.

FY 2025-26 Budget - \$18,000 increase (69.2%)

The increase is to provide more opportunities for staff training and professional development.

Memberships and Dues

FY 2024-25 Projected Actual - \$1,064 over budget primarily due to higher than anticipated CMUA dues and other membership dues.

FY 2025-26 Budget - \$3,540 increase (13.6%)

The increase is primarily for the anticipated increase in CMUA dues.

Subscriptions

FY 2024-25 Projected Actual - \$3,579 under budget primarily due to savings from switching to a new subscription provider for online legal research, along with receiving two complimentary months from the new provider.

FY 2025-26 Budget - \$45 decrease (-0.2%)

Government Affairs (Sacramento Office)

FY 2024-25 Projected Actual - \$2,881 under budget primarily due to savings in travel-related costs for meetings and conferences.

FY 2025-26 Budget - \$22,380 increase (12.1%)

The increase is primarily for an increase in engagement with Members and other stakeholders in Southern California. These activities would involve organizing trips and events with key figures from various agencies.

Legislative Advocacy

FY 2024-25 Projected Actual - \$5,524 over budget due to higher than anticipated expenses for legislative advocacy.

FY 2025-26 Budget - \$33,000 increase (9.0%)

The increase is due to an increase in the monthly retainer fee and related out-of-pocket expenses for legislative advocacy consulting services based on the professional services agreements in place. In addition, it is also anticipated that there will be a general increase in costs for hosting the annual SCPPA Policy Staff Tour.

Regulatory Advocacy

FY 2024-25 Projected Actual - \$7,923 under budget due to lower than anticipated regulatory advocacy consulting services.

FY 2025-26 Budget - No change from FY 2024-25.

General Legal Services

FY 2024-25 Projected Actual - On budget

FY 2025-26 Budget - \$10,000 increase (7.1%)

The increase is to provide support to SCPPA's General Counsel for miscellaneous and unanticipated legal matters.

Auditing Services

FY 2024-25 Projected Actual - On budget

FY 2025-26 Budget - \$145 increase (2.9%)

The increase reflects the audit fees as provided in the professional services agreement with Moss Adams.

Consulting & Other Services

FY 2024-25 Projected Actual - \$29,200 under budget based on current year activities.

FY 2025-26 Budget - \$36,500 increase (52.5%)

Consulting and other services will vary year by year. They include special workshops and studies of engineering services exploring technological and operational solutions to emerging industry challenges and opportunities and professional services to support strategic initiatives. Other anticipated services include recurring annual costs for payroll services and Governmental Accounting Standards Board Statement No. 75 (GASB 75) Other Postemployment Benefits (OPEB) valuation for financial reporting requirements. The increase is primarily due to an increase in professional services rates.

Financial Advisor

FY 2024-25 Projected Actual - On Budget

FY 2025-26 Budget - No change from FY 2024-25.

Budget Contingency

FY 2024-25 Projected Actual - \$140,190 under budget. It is anticipated that budget contingency will not be used for the fiscal year.

FY 2025-26 Budget - \$10,870 increase (7.8%)

Consistent with prior years' practices, budget contingency is set at 2.5% of the total Indirect A&G budget.

Glendora Project Accounting - Reclass to Direct A&G

FY 2025-26 Budget - \$54,300 reclass to Direct A&G

SCPPA Glendora's Utility Accountant handles the project accounting work for fifteen power purchase agreement (PPA) projects, including accounts receivable and accounts payable. Accounts receivable includes the monthly billings to project participants for their share of the project budget costs and other miscellaneous project billings as needed. Accounts payable include the payment of project-related expenses including energy cost, scheduling costs, agent billable costs and any other project costs as needed. The Utility Accountant also assists with over/under billing analysis, financial reporting, year-end closing, and year-end audit of the fifteen PPAs.

While the Utility Accountant handles the project accounting work for the fifteen PPAs, the support of the SCPPA-LA team is still needed for the balance of the financial reporting and tracking processes including review of journal entries, review of over/under billing analysis, review and analysis of project financial statements, incorporating financials into SCPPA's combined financials, input, coding, and tracking project transactions in the SCPPA-LA's portfolio management system (SymPro), incorporating fund balances into SCPPA's monthly and quarterly investment reports, assist and perform maintenance tasks related to Great Plains and SymPro (such as setting up new projects, creating new accounts, updating management reporter, troubleshooting faults in the system), year-end closing, and year-end audit. Thus, SCPPA-LA's support of the fifteen PPAs will continue to be part of the Agent Billable Cost allocation.

The SCPPA Glendora Utility Accountant's cost of \$54,300, consisting of salaries and benefits, is reclassified from Indirect A&G to Direct A&G for SCPPA Glendora's portion of the direct project accounting work on the fifteen PPA projects.

DIRECT A&G EXPENSE BUDGET

The FY 2025-26 Direct A&G expense budget is \$105,370 or 2.3% higher than the FY 2024-25 budget. The various increases and decreases are described below in the direct A&G expense categories.

For FY 2024-25, it is projected that Direct A&G expenses will be lower than budget by approximately \$228,617 or 5.1%.

Outside Counsels

FY 2024-25 Projected Actual - \$74,568 under budget due to lower than anticipated outside counsel legal support for the various projects.

FY 2025-26 Budget - \$67,000 increase (1.7%)

The budget is based on current anticipated matters for FY 2025-26.

Auditing Services

FY 2024-25 Projected Actual - \$4,810 over budget due to the addition of the Clean Energy Project to the year-end financial report audit after the approval of the A&G budget.

FY 2025-26 Budget - \$15,725 increase (4.3%)

The increase reflects the audit fees as provided in the professional services agreement with Moss Adams. The additional fees include adjustment for inflation based on the Consumer Price Index and the audit work for newly added projects.

Consulting & Other Services

FY 2024-25 Projected Actual - \$9,975 over budget due to the auditing expenses relating to the audit of the Magnolia Power Project and Tieton Hydropower Project Operating Agents, which were not originally included in the budget.

FY 2025-26 Budget - \$5,000 increase (14.1%)

Consulting and other services are for various services to support projects. The increase in budget is for the anticipated CAISO settlement analytic services for the Daggett 2 Solar Project.

Project Travel Costs

FY 2024-25 Projected Actual - \$1,650 under budget based on current year activities.

FY 2025-26 Budget - \$9,350 decrease (-51.0%)

The decrease is due to fewer anticipated project site visits for FY 2025-26.

WREGIS Fees

FY 2024-25 Projected Actual - \$1,707 under budget due to lower than anticipated fees for the various projects.

FY 2025-26 Budget - \$3,195 increase (17.6%)

WREGIS fees are fees paid for the transfers of renewable energy certificates (RECs) for various projects. The increase is based on current projections of RECs that will be transferred and the addition of transfer fees for the Eland 2 Solar Project.

Trustee Fees

FY 2024-25 Projected Actual - \$55,177 under budget based on current year activities.

FY 2025-26 Budget - \$33,550 decrease (-10.0%)

The decrease is based on current estimates and includes the fees for the addition of the Eland 2 Solar Project and Clean Energy Project.

Rating Agency Fees

FY 2024-25 Projected Actual - \$10,000 over budget due to the addition of rating agency fees for the Clean Energy Project.

FY 2025-26 Budget - \$15,500 increase (10.3%)

Rating agency fees are annual surveillance fees on project debt from the three rating agencies. The increase is primarily due to the addition of the Clean Energy Project and an annual increase in fees from the rating agencies for the Apex Power Project and STS Renewal Project,

Agent Billable Costs

FY 2024-25 Projected Actual - \$120,300 under budget primarily due to personnel vacancies during the fiscal year.

FY 2025-26 Budget - \$41,850 increase (1.4%)

The budget reflects salaries, overtime, and benefits of 13 positions, of which one position is budgeted at less than 100% of full salary based on when the position is anticipated to be filled. The budget also includes supplies, and various equipment and software maintenance and support. The increase is primarily due to a cost-of-living adjustment on labor and the related overtime and indirect costs, as well as an increase in subscription fees on support services.

Glendora Project Accounting

FY 2025-26 Budget - \$54,300 reclass from Indirect A&G

The SCPPA Glendora Utility Accountant's cost of \$54,300, consisting of salaries and benefits, is reclassified from Indirect A&G to Direct A&G for SCPPA Glendora's portion of the direct project accounting work on the fifteen PPA projects.

Cost Allocation Plan

SCPPA's Indirect A&G budget is allocated to the Members pursuant to a Cost Allocation Plan (Plan) that was approved by the SCPPA Board of Directors (Board) in May 2015. The Board also approved a modification to the Plan in October 2021 to include a specific allocation of regulatory advocacy consulting services in the Regulatory Affairs function as described in the table below.

Indirect A&G expenses are to support SCPPA's seven (7) operational functions: New Project Development, Program Development, Existing Project Administration, Regulatory Affairs, Legislative Affairs, SCPPA Administration & Support, and Training Program.

The allocation of costs to the 7 functions is based on the estimated SCPPA staff time in carrying out these functions and various expenditures needed to support SCPPA staff in these functions.

Once the costs have been allocated to these functions, the costs to support each function are then allocated to the Members based on the following Board approved allocation methodology for each function:

Function	Allocation Methodology
New Project Development	<ul style="list-style-type: none"> • 30% - Equal share to each Member • 70% - Members' interest in specific new projects in development and/or post-PPA (Power Purchase Agreement) projects that will not reach COD (Commercial Operation Date) by the beginning of the budget year
Program Development	<ul style="list-style-type: none"> • 50% - Equal share to each Member • 50% - Member Utility size based on annual retail MWh sales
Existing Project Administration	<ul style="list-style-type: none"> • Based on SCPPA Asset Management Team's estimated time allocation to each project in operation. Each Member's portion is based on the Member's interest in the project.
Regulatory Affairs	<ul style="list-style-type: none"> • 50% excluding Regulatory Advocacy Consulting Services - Equal share to each Member • 50% excluding Regulatory Advocacy Consulting Services - Member Utility size based on annual retail MWh sales • Regulatory Advocacy Consulting Services - Nine equal shares, with one share to each Member except for Azusa, Banning, Cerritos and Colton, who are collectively responsible for one share

Legislative Affairs	<ul style="list-style-type: none"> • Equal share to each Member
SCPPA Administration & Support	<ul style="list-style-type: none"> • Member's share is proportion to percentage of costs allocated to the particular Member of the total indirect A&G costs for the five functions described above (New Project Development, Program Development, Existing Project Administration, Regulatory Affairs and Legislative Affairs)
Training Program	<ul style="list-style-type: none"> • 50% - Equal share to each Member • 50% - Headcount of the number of participants by Member attended the training courses offered by SCPPA for the calendar year. <p>Note: The allocated costs to each Member will be billed via Resolution Billing in the budget year using the headcount for the calendar year then ended.</p>

Each Member's total allocated Indirect A&G costs, based the allocation as described above, is then distributed among the Member's various ownership interests in the SCPPA Project budgets. These distributed costs are categorized as Indirect Administrative & General Expenses in each Project budget.

Except for Budget Contingency and Indirect A&G costs allocated to Training Program, all costs in the Indirect A&G budget are allocated to the Members via the Project budgets, which in turn are then billed to the Members through monthly power cost invoices.

Indirect A&G costs associated with the Training Program function are billed to each Member via Resolution Billing as described in the table above.

Usage of Budget Contingency, if any, will be trued-up along with actual indirect A&G expenses at the end of the fiscal year through the over/under billing calculation process.

Southern California Public Power Authority							
Proposed Administrative & General (A&G) Expense Budget							
Fiscal Year 2025-26							
	Previous		Current	Projected	PROPOSED	Budget	
	Budget	Actual	Budget	Actual	BUDGET	Variance from	
	FY 2023-24	FY 2023-24	FY 2024-25	FY 2024-25	FY 2025-26	FY 24-25 Budget	%
INDIRECT A&G							
Salaries	\$ 2,907,600	\$ 2,827,785	\$ 3,039,700	\$ 2,928,091	\$ 3,094,900	\$ 55,200	1.8%
Employee Benefits	742,600	709,285	838,300	763,818	993,200	154,900	18.5%
Office Building Costs	180,400	175,811	154,590	181,182	181,810	27,220	17.6%
Office Equipment and IT	135,060	126,552	110,290	120,969	156,500	46,210	41.9%
Office Expenses	65,100	56,598	61,400	61,311	55,540	(5,860)	-9.5%
Insurance	150,370	155,763	164,000	178,986	183,500	19,500	11.9%
Meeting Expenses	54,700	38,360	37,500	36,500	39,300	1,800	4.8%
Travel and Conferences	55,500	36,453	52,000	50,954	64,500	12,500	24.0%
Staff Training/Development	53,000	6,754	26,000	18,000	44,000	18,000	69.2%
Memberships and Dues	23,730	24,190	26,010	27,074	29,550	3,540	13.6%
Subscriptions	19,210	19,563	20,760	17,181	20,715	(45)	-0.2%
Gov't Affairs (Sacramento Office)	175,550	157,994	184,530	181,649	206,910	22,380	12.1%
Legislative Advocacy	366,200	359,718	368,000	373,524	401,000	33,000	9.0%
Regulatory Advocacy	200,000	183,349	220,000	212,077	220,000	-	0.0%
General Legal Services	130,000	117,078	140,000	140,000	150,000	10,000	7.1%
Auditing Services	4,800	4,800	4,930	4,930	5,075	145	2.9%
Consulting & Other Services	97,350	50,747	69,500	40,300	106,000	36,500	52.5%
Financial Advisor	90,000	90,000	90,000	90,000	90,000	-	0.0%
Budget Contingency	136,280	-	140,190	-	151,060	10,870	7.8%
Subtotal	\$ 5,587,450	\$ 5,140,798	\$ 5,747,700	\$ 5,426,545	\$ 6,193,560	\$ 445,860	7.8%
Glendora Project Accounting - Direct A&G	\$ (46,500)	\$ (48,059)	\$ (54,300)	\$ (54,300)	\$ (54,300)	-	0.0%
TOTAL INDIRECT A&G	\$ 5,540,950	\$ 5,092,739	\$ 5,693,400	\$ 5,372,245	\$ 6,139,260	\$ 445,860	7.8%
Budget Savings		\$ 448,211		\$ 321,155			
Budget Savings %		8.1%		5.6%			
DIRECT A&G							
Outside Counsels	\$ 434,500	\$ 358,320	\$ 456,000	\$ 381,432	\$ 523,000	\$ 67,000	14.7%
Auditing Services	351,200	351,200	365,260	370,070	380,985	15,725	4.3%
Consulting & Other Services	165,500	170,364	35,500	45,475	40,500	5,000	14.1%
Project Travel Costs	17,000	14,083	18,350	16,700	9,000	(9,350)	-51.0%
WREGIS Fees	15,550	13,072	18,160	16,453	21,355	3,195	17.6%
Trustee Fees	305,600	286,534	335,750	280,573	302,200	(33,550)	-10.0%
Rating Agency Fees	129,500	130,000	150,500	160,500	166,000	15,500	10.3%
Agent Billable Costs	2,911,700	2,722,249	3,074,300	2,954,000	3,116,150	41,850	1.4%
Subtotal	\$ 4,330,550	\$ 4,045,821	\$ 4,453,820	\$ 4,225,203	\$ 4,559,190	\$ 105,370	2.4%
Glendora Project Accounting	\$ 46,500	\$ 48,059	\$ 54,300	\$ 54,300	\$ 54,300	-	0.0%
TOTAL DIRECT A&G	\$ 4,377,050	\$ 4,093,880	\$ 4,508,120	\$ 4,279,503	\$ 4,613,490	\$ 105,370	2.3%
Budget Savings		\$ 283,170		\$ 228,617			
Budget Savings %		6.5%		5.1%			
TOTAL A&G	\$ 9,918,000	\$ 9,186,618	\$ 10,201,520	\$ 9,651,748	\$ 10,752,750	\$ 551,230	5.4%
Budget Savings		\$ 731,381		\$ 549,772			
Budget Savings %		7.4%		5.4%			

Southern California Public Power Authority
Proposed Indirect A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget	
Salaries (Include SAC Office)							
Gross Payroll	\$ 2,847,600	2,770,200	\$ 2,979,700	\$ 2,886,331	\$ 3,034,900		
Temporary Help	60,000	57,586	60,000	41,760	60,000		
	<u>\$ 2,907,600</u>	<u>2,827,785</u>	<u>\$ 3,039,700</u>	<u>\$ 2,928,091</u>	<u>\$ 3,094,900</u>	\$ 55,200	1.8%
Employee Benefits (Include SAC Office)							
Retirement (CalPERS)	\$ 425,200	413,397	\$ 501,900	\$ 451,571	\$ 549,777		
CalPERS - Soft Fresh Start Add'l Contribution	-	-	-	-	65,823		
Deferred Compensation	16,200	12,806	16,200	13,100	27,000		
Life Insurance	6,500	6,585	6,800	6,770	7,000		
Medical Insurance	208,600	197,055	223,600	209,477	255,400		
Dental/Vision Coverage	25,500	23,278	26,200	21,510	23,400		
Disability Insurance	6,700	5,747	7,100	5,828	7,200		
Federal/State Employer Taxes	45,800	41,761	47,800	46,662	48,600		
Auto Allowance	5,400	5,192	5,400	5,400	5,400		
Benefits Administrative Fees	2,700	3,463	3,300	3,500	3,600		
	<u>\$ 742,600</u>	<u>709,285</u>	<u>\$ 838,300</u>	<u>\$ 763,818</u>	<u>\$ 993,200</u>	\$ 154,900	18.5%
Office Building Costs							
Building Operating/Maint Exp	\$ 180,400	175,811	\$ 154,590	\$ 181,182	\$ 181,810		
Building Improvements	-	-	-	-	-		
	<u>\$ 180,400</u>	<u>175,811</u>	<u>\$ 154,590</u>	<u>\$ 181,182</u>	<u>\$ 181,810</u>	\$ 27,220	17.6%
Office Equipment and IT							
Office Equipment	\$ 11,500	17,770	\$ 9,000	\$ 9,147	\$ 17,300		
Equipment Lease/IT Maintenance/Licenses	123,560	108,782	101,290	111,822	139,200		
	<u>\$ 135,060</u>	<u>126,552</u>	<u>\$ 110,290</u>	<u>\$ 120,969</u>	<u>\$ 156,500</u>	\$ 46,210	41.9%
Office Expenses							
Supplies & Shipping	\$ 9,500	7,357	\$ 7,400	\$ 8,400	\$ 7,400		
Telephone & Internet	40,000	41,868	40,100	40,765	33,500		
Off Site Storage	2,500	2,594	2,700	3,128	3,240		
Printing/Stationery	8,000	4,539	7,000	3,693	6,100		
Miscellaneous Office Expense	2,500	(2,049)	1,800	2,994	2,800		
Annual Report	2,600	2,290	2,400	2,331	2,500		
	<u>\$ 65,100</u>	<u>56,598</u>	<u>\$ 61,400</u>	<u>\$ 61,311</u>	<u>\$ 55,540</u>	\$ (5,860)	-9.5%
Insurance							
Worker's Compensation	\$ 10,500	15,903	\$ 10,900	\$ 22,270	\$ 24,600		
Retiree Medical	33,400	34,518	34,700	30,718	32,700		
Surety	1,700	182	4,600	3,862	3,200		
Liability	104,770	105,161	113,800	122,136	123,000		
	<u>\$ 150,370</u>	<u>155,763</u>	<u>\$ 164,000</u>	<u>\$ 178,986</u>	<u>\$ 183,500</u>	\$ 19,500	11.9%
Meeting Expenses							
Board meetings	\$ 10,000	14,882	\$ 10,500	\$ 12,000	\$ 12,300		
Working Group Meetings	40,700	22,788	25,000	23,000	25,000		
Staff Meeting	4,000	690	2,000	1,500	2,000		
	<u>\$ 54,700</u>	<u>38,360</u>	<u>\$ 37,500</u>	<u>\$ 36,500</u>	<u>\$ 39,300</u>	\$ 1,800	4.8%

Southern California Public Power Authority
Proposed Indirect A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget	
Travel and Conferences							
Executive Director	\$ 23,000	\$ 15,435	\$ 22,500	\$ 21,000	\$ 35,000		
Development Department	12,500	8,051	12,500	8,576	12,500		
Asset Management	7,500	3,492	7,500	5,000	7,500		
Legal Department	9,000	7,565	6,000	8,414	6,000		
Finance Department	2,500	1,142	2,500	3,906	2,500		
General Travel	1,000	768	1,000	4,058	1,000		
	\$ 55,500	36,453	\$ 52,000	\$ 50,954	\$ 64,500	\$ 12,500	24.0%
Staff Training and Development							
Staff Group Training	\$ 8,000	4,952	\$ 8,000	\$ 6,000	\$ 8,000		
Staff Training & Development	45,000	1,802	18,000	12,000	36,000		
	\$ 53,000	6,754	\$ 26,000	\$ 18,000	\$ 44,000	\$ 18,000	69.2%
Memberships and Dues							
CMUA Dues	\$ 20,000	20,965	\$ 22,000	\$ 22,675	\$ 25,000		
SCPPA APPA Dues	700	700	700	700	700		
Others	3,030	2,525	3,310	3,699	3,850		
	\$ 23,730	24,190	\$ 26,010	\$ 27,074	\$ 29,550	\$ 3,540	13.6%
Subscriptions	\$ 19,210	19,563	\$ 20,760	\$ 17,181	\$ 20,715	\$ (45)	-0.2%
Gov't Affairs (Sacramento Office)							
Office Rent & Bldg Exp/Maint	\$ 78,500	78,130	\$ 80,140	\$ 81,190	\$ 83,460		
Telephone/Office Expenses	4,510	2,805	4,180	4,091	3,400		
Membership & Subscriptions	15,790	17,968	16,460	17,554	18,600		
Equipment Lease/Maintenance	2,450	2,399	2,450	2,254	2,500		
Travel and Meeting Expenses	74,300	52,064	81,300	76,059	96,950		
Miscellaneous Expenses	-	4,626	-	500	2,000		
	\$ 175,550	157,994	\$ 184,530	\$ 181,649	\$ 206,910	\$ 22,380	12.1%
Legislative Advocacy							
Federal & State Consulting	\$ 311,200	309,328	\$ 313,000	\$ 318,524	\$ 341,000		
Legislative Events	55,000	50,390	55,000	55,000	60,000		
	\$ 366,200	359,718	\$ 368,000	\$ 373,524	\$ 401,000	\$ 33,000	9.0%
Regulatory Advocacy	\$ 200,000	183,349	\$ 220,000	\$ 212,077	\$ 220,000	\$ -	0.0%
General Legal Services							
NRF	\$ 100,000	73,768	\$ 100,000	\$ 100,000	\$ 110,000		
Other General Legal Services	30,000	43,310	40,000	40,000	40,000		
	\$ 130,000	117,078	\$ 140,000	\$ 140,000	\$ 150,000	\$ 10,000	7.1%
Auditing Services	\$ 4,800	4,800	\$ 4,930	\$ 4,930	\$ 5,075	\$ 145	2.94%
Consulting & Other Services	\$ 97,350	50,747	\$ 69,500	\$ 40,300	\$ 106,000	\$ 36,500	52.5%
Financial Advisor	\$ 90,000	90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ -	0.0%
Budget Contingency	\$ 136,280	-	\$ 140,190		\$ 151,060	\$ 10,870	7.8%
Indirect A&G - Subtotal	\$ 5,587,450	\$ 5,140,798	\$ 5,747,700	\$ 5,426,545	\$ 6,193,560	\$ 445,860	7.8%
Glendora Project Accounting - Direct A&G	(46,500)	(48,059)	(54,300)	(54,300)	(54,300)	\$ -	
Total Indirect A&G	\$ 5,540,950	\$ 5,092,739	\$ 5,693,400	\$ 5,372,245	\$ 6,139,260	\$ 445,860	7.8%

Southern California Public Power Authority
Proposed Direct A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget	
Outside Counsel - NRF							
Natural Gas - Barnett	\$ 8,750	\$ 9,336	\$ 11,000	\$ 9,150	\$ 10,000		
Natural Gas - Pinedale	8,750	9,336	11,000	9,150	10,000		
Prepaid Gas	15,000	15,520	18,000	12,990	15,000		
Apex Power Project	10,000	5,167	10,000	7,530	8,000		
Canyon Power	15,000	8,056	10,000	6,810	10,000		
Magnolia	25,000	37,038	25,000	17,530	20,000		
Linden	15,000	14,737	15,000	8,220	10,000		
Milford I	7,500	4,228	5,000	6,860	8,000		
Milford II	7,500	4,469	5,000	7,480	8,000		
Windy Flats	10,000	17,532	15,000	6,990	10,000		
MA LADWP	7,500	3,667	6,000	6,860	8,000		
MP LADWP	7,500	3,667	6,000	6,900	8,000		
STS	27,500	30,409	25,000	30,350	35,000		
STS Renewal	-	7,514	20,000	11,870	20,000		
Tieton	10,000	7,314	10,000	8,860	10,000		
Loyalton	5,000	32,810	-	4,700	-		
Clean Energy Project	-	-	-	11,600	10,000		
	\$ 180,000	\$ 210,795	\$ 192,000	\$ 173,850	\$ 200,000	\$ 8,000	4.2%
Other Legal Services							
Natural Gas - Barnett	\$ -	\$ -	\$ -	\$ -	\$ -		
Natural Gas - Pinedale	10,000	9,932	10,000	15,000	10,000		
Apex Power Project	50,000	1,141	-	-	5,000		
Magnolia	65,000	48,692	65,000	45,000	50,000		
Palo Verde	-	-	30,000	50,000	50,000		
San Juan	20,000	-	5,000	3,000	5,000		
Linden	6,000	-	-	-	-		
Milford I	-	-	-	10,000	7,000		
Milford II	-	-	-	10,000	7,000		
Pebble Springs	-	-	10,000	-	-		
Windy Flats	7,500	-	-	-	-		
Mead-Adelanto (MA)	5,000	-	15,000	6,000	15,000		
MA LADWP	-	-	5,000	2,000	5,000		
Mead-Phoenix (MP)	-	-	15,000	6,000	15,000		
MP LADWP	-	-	5,000	2,000	5,000		
Copper Mountain Solar	10,000	8,281	-	-	-		
Dagget 2 Solar	-	1,630	-	-	-		
Desert Harvest	-	-	7,000	-	-		
Eland 1 Solar	-	-	-	-	25,000		
Star Peak Geothermal	37,500	49,830	37,500	37,500	50,000		
Whitegrass Geothermal	37,500	23,387	37,500	15,000	20,000		
Tieton	6,000	1,677	12,000	2,310	54,000		
Ameresco - Chiquita Canyon	-	-	10,000	-	-		
Loyalton	-	2,956	-	-	-		
Clean Energy Project	-	-	-	3,772	-		
	\$ 254,500	\$ 147,525	\$ 264,000	\$ 207,582	\$ 323,000	\$ 59,000	22.3%

Southern California Public Power Authority
Proposed Direct A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget
Auditing Services						
Natural Gas - Barnett	\$ 16,900	\$ 16,900	\$ 17,350	\$ 17,351	\$ 17,864	
Natural Gas - Pinedale	19,200	19,200	19,711	19,712	20,295	
Prepaid Gas	12,200	12,200	12,525	12,526	12,897	
Apex Power Project	17,800	17,800	18,273	18,274	18,814	
Canyon Power	12,700	12,700	13,038	13,039	13,425	
Magnolia	18,100	18,100	18,581	18,582	19,130	
Palo Verde	18,100	18,100	18,581	18,582	19,130	
San Juan	6,600	6,600	6,776	6,776	6,976	
Linden	12,700	12,700	13,038	13,038	13,423	
Milford I	10,400	10,400	10,677	10,677	10,992	
Milford II	10,400	10,400	10,677	10,677	10,992	
Pebble Springs	4,600	4,600	4,722	4,722	4,861	
Red Cloud Wind	4,600	4,600	4,722	4,722	4,861	
Windy Flats	12,700	12,700	13,038	13,038	13,423	
Mead-Adelanto (MA)	7,600	7,600	7,802	7,803	8,033	
MA LADWP	1,900	1,900	1,951	1,951	2,009	
Mead-Phoenix (MP)	8,000	8,000	8,213	8,214	8,456	
MP LADWP	1,700	1,700	1,745	1,745	1,796	
STS	18,100	18,100	18,487	18,488	19,033	
STS Renewal	7,000	7,000	7,186	7,186	7,398	
Antelope Big Sky	4,600	4,600	4,722	4,722	4,861	
Antelope DSR 1	4,600	4,600	4,722	4,722	4,861	
Antelope DSR 2	4,600	4,600	4,722	4,722	4,861	
Astoria 2	4,600	4,600	4,722	4,722	4,861	
Columbia 2 Solar	4,600	4,600	4,722	4,722	4,861	
Copper Mountain Solar	4,600	4,600	4,722	4,722	4,861	
Dagget Solar	-	-	4,722	4,722	4,861	
Desert Harvest	4,600	4,600	4,722	4,722	4,861	
Eland 1 Solar	-	-	-	-	4,861	
Eland 2 Solar	-	-	-	-	4,861	
Kingbird B	4,600	4,600	4,722	4,722	4,861	
Springbok 1	4,600	4,600	4,722	4,722	4,861	
Springbok 2	4,600	4,600	4,722	4,722	4,861	
Springbok 3	4,600	4,600	4,722	4,722	4,861	
Summer Solar	4,600	4,600	4,722	4,722	4,861	
Casa Diablo IV	4,500	4,500	4,722	4,722	4,861	
Coso Geothermal	4,600	4,600	4,722	4,722	4,861	
Don Campbell 1	4,600	4,600	4,722	4,722	4,861	
Don Campbell 2	4,600	4,600	4,722	4,722	4,861	
Heber 1	4,600	4,600	4,722	4,722	4,861	
Northern NV Geothermal Port.	4,600	4,600	4,722	4,722	4,861	
Ormesa	4,600	4,600	4,722	4,722	4,861	
Star Peak Geothermal	4,600	4,600	4,722	4,722	4,861	
Whitegrass Geothermal	4,600	4,600	4,722	4,722	4,861	
MWD Small Hydro	4,600	4,600	4,722	4,722	-	

Southern California Public Power Authority
Proposed Direct A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget		
Tieton	10,400	10,400	10,673	10,673	10,988			
Ameresco - Chiquita Canyon	4,600	4,600	4,722	4,722	4,861			
Puente Hills	4,600	4,600	4,722	4,722	4,861			
Loyalton	4,600	4,600	4,722	4,722	-			
Roseburg	4,600	4,600	4,722	4,722	4,861			
Clean Energy Project	-	-	-	4,800	4,942			
	\$ 351,200	\$ 351,200	\$ 365,260	\$ 370,070	\$ 380,985	\$ 15,725	4.3%	
Consulting & Other Services								
Natural Gas - Barnett	\$ 25,000	\$ 4,575	\$ 5,000	\$ 5,000	\$ 5,000			
Natural Gas - Pinedale	25,000	9,713	5,000	5,000	5,000			
Magnolia	30,000	98,069	-	5,985	-			
Palo Verde	-	17	-	-	-			
Mead-Adelanto (MA)	-	221	-	-	-			
Columbia 2 Solar	-	35	-	-	-			
Copper Mountain Solar	60,000	188	-	-	-			
Dagget 2 Solar	-	-	-	-	5,000			
Tieton	-	32,046	-	3,990	-			
Swap Related Services								
Magnolia	17,000	17,000	17,000	17,000	17,000			
Canyon Power	4,250	4,250	4,250	4,250	4,250			
Prepaid Gas	4,250	4,250	4,250	4,250	4,250			
	\$ 165,500	\$ 170,364	\$ 35,500	\$ 45,475	\$ 40,500	\$ 5,000	14.1%	
Project Travel Costs								
Natural Gas - Barnett	\$ 2,500	\$ -	\$ 2,500	-	\$ 2,500			
Natural Gas - Pinedale	-	-	-	1,484	-			
Apex Power Project	-	1,742	-	-	-			
Palo Verde	10,000	10,349	13,000	13,000	6,000			
San Juan	2,500	-	2,500	1,816	-			
Windy Flats	-	1,712	-	-	-			
Mead-Adelanto (MA)	-	-	175	200	250			
Mead-Phoenix (MP)	-	-	175	200	250			
Dagget 2 Solar	-	280	-	-	-			
Casa Diablo IV	2,000	-	-	-	-			
	\$ 17,000	\$ 14,083	\$ 18,350	\$ 16,700	\$ 9,000	\$ (9,350)	-51.0%	

Southern California Public Power Authority
Proposed Direct A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget
WREGIS Fees						
Linden	\$ 1,020	\$ 975	\$ 1,070	\$ 1,114	\$ 904	
Milford I	1,660	2014	1,700	1,580	1,263	
Pebble Springs	850	856	880	967	792	
Antelope Big Sky	220	227	220	251	215	
Antelope DSR 1	520	259	530	395	510	
Antelope DSR 2	60	63	60	42	58	
Astoria 2	570	62	470	178	518	
Columbia 2 Solar	180	142	170	185	161	
Copper Mountain Solar	2,450	3129	2,370	2,219	2,404	
Dagget 2 Solar	-	-	870	455	835	
Desert Harvest	730	494	690	622	632	
Eland 1 Solar	-	-	2,520	1,741	3,412	
Eland 2 Solar	-	-	-	1,393	3,412	
Kingbird B	240	229	240	228	242	
Springbok 1	-	5	-	-	-	
Springbok 2	-	5	-	-	-	
Springbok 3	-	5	-	-	-	
Summer Solar	230	198	210	222	215	
Casa Diablo IV	500	-	590	276	570	
Coso Geothermal	640	477	650	453	606	
Don Campbell 1	630	878	510	371	487	
Heber 1	1,310	739	1,690	2,093	1,371	
Northern NV Geothermal Port.	-	5	-	-	-	
Ormesa	2,130	1130	1,130	862	1,473	
Star Peak Geothermal	370	282	210	180	217	
Whitegrass Geothermal	90	96	70	89	79	
MWD Small Hydro	40	26	-	-	-	
Tieton	190	333	400	88	382	
Ameresco - Chiquita Canyon	180	144	170	15	-	
Puente Hills	740	299	740	434	597	
	\$ 15,550	\$ 13,072	\$ 18,160	\$ 16,453	\$ 21,355	\$ 3,195 17.6%
Trustee Fees						
Natural Gas - Barnett	\$ 17,000	\$ 16,583	\$ 17,000	\$ 17,000	\$ 17,000	
Natural Gas - Pinedale	35,000	39,353	35,000	35,000	35,000	
Prepaid Gas	16,000	15,150	16,000	14,800	16,000	
Apex Power Project	35,000	34,770	35,000	35,000	41,000	
Canyon Power	8,900	11,170	12,000	12,000	12,000	
Magnolia	20,000	15,080	20,000	19,645	20,000	
Palo Verde	8,400	11,039	9,200	9,614	9,600	
San Juan	4,000	3,310	4,000	3,130	4,000	
Linden	15,000	17,800	15,000	9,090	9,500	
Milford I	5,500	5,000	55,000	5,000	5,500	
Milford II	7,000	6,140	9,000	9,000	7,000	

Southern California Public Power Authority
Proposed Direct A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget
Pebble Springs	2,500	2,700	3,500	2,700	2,700	
Red Cloud Wind	3,500	3,525	3,600	3,375	3,600	
Windy Flats	9,000	2,280	13,000	7,450	8,000	
Mead-Adelanto (MA)	6,100	-	-	-	-	
MA LADWP	6,500	6,050	6,500	6,050	6,500	
Mead-Phoenix (MP)	6,100	-	-	-	-	
MP LADWP	6,500	6,050	6,500	6,050	6,500	
STS	45,000	8,615	3,000	3,000	9,000	
STS Renewal	-	7,000	23,000	23,000	20,000	
Copper Mountain Solar	4,000	3,900	4,000	3,900	4,000	
Eland 1 Solar	-	2,950	3,000	3,000	3,000	
Eland 2 Solar	-	-	-	2,950	4,500	
Springbok 1	4,100	4,045	4,100	3,945	4,100	
Springbok 2	4,100	4,010	4,100	3,950	4,100	
Springbok 3	4,000	3,730	4,000	4,000	4,000	
Don Campbell 1	1,200	2,225	2,500	1,990	2,000	
Don Campbell 2	1,400	2,315	2,550	2,874	2,900	
Heber 1	4,000	3,650	4,000	4,000	4,000	
Northern NV Geothermal Port.	5,600	5,950	6,000	6,250	6,300	
Ormesa	4,200	4,130	4,200	4,310	4,400	
Tieton	6,000	5,625	6,000	6,000	6,000	
Loyalton	5,000	7,340	-	7,500	-	
Roseburg	5,000	5,050	5,000	5,000	5,000	
Clean Energy Project	-	20,000	-	-	15,000	
	\$ 305,600	\$ 286,534	\$ 335,750	\$ 280,573	\$ 302,200	\$ (33,550) -10.0%
Rating Agency Fees						
Natural Gas - Barnett	\$ 877	\$ 637	\$ 621	\$ 444	\$ 418	
Natural Gas - Pinedale	877	233	228	190	179	
Prepaid Gas	53,529	46,710	48,725	40,000	41,500	
Apex Power Project	10,000	10,000	10,000	14,497	14,601	
Canyon Power	10,000	10,000	10,000	10,000	10,000	
Magnolia	17,998	17,747	17,764	17,697	17,705	
Linden	2,267	1,125	19,336	16,500	17,500	
Milford II	3,732	1,852	1,857	1,387	1,335	
Windy Flats	13,356	6,628	4,641	3,467	3,243	
MA LADWP	898	446	438	327	306	
MP LADWP	729	362	356	266	248	
STS	5,000	5,000	5,000	5,000	5,000	
STS Renewal	10,000	29,143	31,443	39,157	41,965	
Tieton	237	118	91	68	-	
Clean Energy Project	-	-	-	11,500	12,000	
	\$ 129,500	\$ 130,000	\$ 150,500	\$ 160,500	\$ 166,000	\$ 15,500 10.3%

Southern California Public Power Authority
Proposed Direct A&G Budget
Fiscal Year 2025-26

	Previous Budget FY 2023-24	Actual FY 2023-24	Current Budget FY 2024-25	Projected Actual FY 2024-25	PROPOSED BUDGET FY 2025-26	Budget Variance from FY 24-25 Budget		
Glendora - Project Accounting								
Antelope Big Sky	\$ 3,100	\$ 3,083	\$ 3,620	3,620	\$ 3,620			
Antelope DSR 1	3,100	3,083	3,620	3,620	3,620			
Antelope DSR 2	3,100	3,083	3,620	3,620	3,620			
Astoria 2	3,100	3,083	3,620	3,620	3,620			
Columbia 2 Solar	3,100	3,083	3,620	3,620	3,620			
Dagget 2 Solar	-	1,820	3,620	3,620	3,620			
Desert Harvest	3,100	3,083	3,620	3,620	3,620			
Kingbird B	3,100	3,083	3,620	3,620	3,620			
Summer Solar	3,100	3,083	3,620	3,620	3,620			
Casa Diablo IV	3,100	3,083	3,620	3,620	3,620			
Coso Geothermal	3,100	3,083	3,620	3,620	3,620			
Star Peak Geothermal	3,100	3,083	3,620	3,620	3,620			
Whitegrass Geothermal	3,100	3,083	3,620	3,620	3,620			
MWD Small Hydro	3,100	3,083	-	-	-			
Ameresco - Chiquita Canyon	3,100	3,083	3,620	3,620	3,620			
Puente Hills	3,100	3,083	3,620	3,620	3,620			
	46,500	48,059	54,300	54,300	\$ 54,300	\$ -		
Agent Billable Costs	\$ 2,911,700	\$ 2,722,249	\$ 3,074,300	\$ 2,954,000	\$ 3,116,150	\$ 41,850	1.4%	
(See separate pages for details)								
Total Direct A&G	\$ 4,377,050	\$ 4,093,880	\$ 4,508,120	\$ 4,279,503	\$ 4,613,490	\$ 105,370	2.3%	

Southern California Public Power Authority
Proposed Agent Billable Costs
Fiscal Year 2025-26

	BUDGET	Actual	Current	Projected	Proposed	Budget
	FY 2023-24	FY 2023-24	BUDGET	Actual	BUDGET	% Variance from
			FY 2024-25	FY 2024-25	FY 2025-26	FY 24-25 Budget
Natural Gas - Barnett (TX)	\$ 174,737	\$ 163,351	\$ 184,495	\$ 176,061	\$ 187,004	1.4%
Natural Gas - Pinedale (WY)	186,393	174,248	196,805	187,805	199,484	1.4%
Natural Gas Prepaid	160,177	149,740	169,120	161,389	171,421	1.4%
Apex Power Project	174,738	163,352	184,493	176,060	187,004	1.4%
Canyon Power Project	160,177	149,740	169,120	161,389	171,421	1.4%
Magnolia Power Project	218,420	204,187	230,615	220,074	233,753	1.4%
Palo Verde Project	203,863	190,579	215,245	205,405	218,175	1.4%
San Juan Unit 3 Project	14,524	13,577	15,337	14,650	15,546	1.4%
Linden	87,370	81,677	92,248	88,031	93,485	1.3%
Milford Wind I	87,370	81,677	92,248	88,031	93,485	1.3%
Milford Wind II	87,370	81,677	92,248	88,031	93,485	1.3%
Pebble Springs	40,780	38,123	41,124	39,239	33,687	-18.1%
Red Cloud	40,691	38,039	41,035	39,188	33,687	-17.9%
Windy Point	87,370	81,677	92,248	88,031	93,485	1.3%
Mead-Adelanto Project	116,487	108,897	122,991	117,371	124,663	1.4%
MA-LADWP	40,771	38,114	41,124	39,239	33,656	-18.2%
Mead-Phoenix Project	116,487	108,897	122,991	117,371	124,663	1.4%
MP-LADWP	40,771	38,114	41,124	39,239	33,656	-18.2%
Southern Transmission	189,298	176,963	199,867	190,731	202,587	1.4%
STS Renewal	32,538	18,357	40,488	38,676	93,485	130.9%
Antelope Big Sky	8,290	8,554	9,662	9,230	9,794	1.4%
Antelope DSR I	8,290	8,554	9,662	9,230	9,794	1.4%
Antelope DSR II	8,290	8,554	9,662	9,230	9,794	1.4%
Astoria II	8,290	8,554	9,662	9,230	9,794	1.4%
Columbia 2	8,290	8,554	9,662	9,230	9,794	1.4%
Copper Mountain 3	40,780	38,123	41,124	39,239	33,687	-18.1%
Daggett Solar 2 + Storage	-	273	9,662	9,230	9,794	1.4%
Desert Harvest Solar	8,290	8,554	9,662	9,230	9,794	1.4%
Eland Solar 1 + Storage	-	-	41,010	39,174	33,687	-17.9%
Eland Solar 2 + Storage	-	-	-	-	33,687	0.0%
Kingbird Solar	8,290	8,554	9,662	9,230	9,794	1.4%
Springbok I	40,780	38,123	41,124	39,239	33,687	-18.1%
Springbok II	40,780	38,123	41,124	39,239	33,687	-18.1%
Springbok III	40,780	38,123	41,124	39,239	33,687	-18.1%
Summer Solar	8,290	8,554	9,662	9,230	9,794	1.4%
Mammoth Casa Diablo IV	8,290	8,554	9,662	9,230	9,794	1.4%
Coso Geothermal	8,290	8,554	9,662	9,230	9,794	1.4%
Don Campell I/Wild Rose	40,780	38,123	41,124	39,239	33,687	-18.1%
Don A Campbell II	40,780	38,123	41,124	39,239	33,687	-18.1%
Heber I	40,780	38,123	41,124	39,239	33,687	-18.1%
Ormat Northern Nevada	40,780	38,123	41,124	39,239	33,687	-18.1%
Ormesa	40,780	38,123	41,124	39,239	33,687	-18.1%
Star Peak Geothermal	8,290	8,554	9,662	9,230	9,794	1.4%
Whitegrass Geothermal	8,290	8,554	9,662	9,230	9,794	1.4%
MWD Small Hydro	8,290	8,554	-	-	-	0.0%
Tieton Hydro Power	87,370	81,677	92,248	88,031	93,485	1.3%
Ameresco	8,290	8,554	9,662	9,230	9,794	1.4%
Puente Hills Landfill	8,290	8,554	9,662	9,230	9,794	1.4%
ARP-Loyalton	31,948	29,866	-	-	-	0.0%
Roseburg Biomass	40,691	38,039	41,035	39,188	33,687	-17.9%
Clean Energy Project	-	-	-	20,000	33,687	0.0%
TOTAL	\$ 2,911,700	\$ 2,722,249	\$ 3,074,300	\$ 2,954,000	\$ 3,116,150	1.4%

**Southern California Public Power Authority
Summary by Participant
Fiscal Year 2025-26 Budget**

MEMBER	<u>Direct</u>	<u>%</u>	<u>Indirect</u>	<u>%</u>	<u>Total</u>	<u>Blended %</u>
ANAHEIM	\$ 648,572	14.64%	\$ 516,840	8.86%	\$ 1,165,412	11.352%
AZUSA	\$ 40,301	0.91%	\$ 266,035	4.56%	\$ 306,337	2.984%
BANNING	\$ 24,689	0.56%	\$ 245,133	4.20%	\$ 269,823	2.628%
BURBANK	\$ 414,738	9.36%	\$ 431,020	7.39%	\$ 845,758	8.238%
CERRITOS	\$ 17,715	0.40%	\$ 218,072	3.74%	\$ 235,787	2.297%
COLTON	\$ 99,848	2.25%	\$ 300,369	5.15%	\$ 400,217	3.898%
GLENDALE	\$ 391,032	8.83%	\$ 480,314	8.23%	\$ 871,345	8.487%
IMPERIAL	\$ 55,373	1.25%	\$ 489,789	8.39%	\$ 545,162	5.310%
LOS ANGELES	\$ 2,095,647	47.30%	\$ 1,497,925	25.67%	\$ 3,593,572	35.003%
PASADENA	\$ 183,601	4.14%	\$ 522,489	8.95%	\$ 706,090	6.878%
RIVERSIDE	\$ 130,779	2.95%	\$ 370,955	6.36%	\$ 501,735	4.887%
VERNON	\$ 66,645	1.50%	\$ 425,068	7.28%	\$ 491,714	4.790%
Non-MEMBER						
MID	\$ 2,404	0.05%	\$ 908	0.02%	\$ 3,311	0.032%
SMUD	\$ 10,212	0.23%	\$ 3,856	0.07%	\$ 14,068	0.137%
TID	\$ 139,637	3.15%	\$ 37,330	0.64%	\$ 176,967	1.724%
WESTERN	\$ 109,449	2.47%	\$ 29,661	0.51%	\$ 139,110	1.355%
TOTAL ALLOCATED	\$ 4,430,643	100.00%	\$ 5,835,763	100.00%	\$ 10,266,405	100.00%
STS Renewal Billing to STS	182,848		-		182,848	
Training	-		152,437		152,437	
Contingency	-		151,060		151,060	
TOTAL A&G	<u>\$ 4,613,490</u>		<u>\$ 6,139,260</u>		<u>\$ 10,752,750</u>	



AGENDA ITEM STAFF REPORT

MEETING DATE:

May 15, 2025

RESOLUTION NUMBER:

2025-025

SUBJECT:

Adjustment of Classification and Salary Schedule Incorporating Cost of Living
Adjustment in the Fiscal Year 2025-26 Administrative and General Expense Budget

DISCUSSION:



OR

CONSENT:



Select the appropriate box(es):

FROM:

Finance



Project Development



Program Development



Regulatory/Legislative



Project Administration



Legal



Executive Director



METHOD OF SELECTION:

Competitive



Cooperative Purchase



Sole Source



Other



Other (Please describe):

Not Applicable

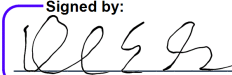
MEMBER PARTICIPATION:

Sponsoring Member: N/A

Other Members Potentially Participating: N/A

Approved by Executive Director:

Signed by:


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RECOMMENDATION:

Approval of Resolution to adjust the SCPPA Classification and Salary Schedule to incorporate a 3.22% cost of living adjustment included in the Fiscal Year 2025-26 Administrative and General Expense Budget.

BACKGROUND / DISCUSSION:

Many Members provide their staff with an annual market adjustment or also known as a cost-of-living adjustment (COLA), to help employees keep up with inflation. Similarly, SCLPPA's proposed Fiscal Year 2025-26 Administrative and General Expense budget includes a recommended COLA of 3.22% on staff salaries. The recommended COLA of 3.22% represents the average COLA calculated based on the information provided by the Members.

This Resolution is recommended for approval only if the Board of Directors (Board) has taken the action of approving SCLPPA's Administrative and General Expense Budget for FY 2025-26. A separate action is required for the Board to approve an updated Classification and Salary Schedule incorporating the approved COLA to comply with the California Public Employees' Retirement Systems (CalPERS) requirements.

- **SCLPPA's Authority:**

The Joint Powers Agreement (JPA) grants SCLPPA the authority to retain employees to conduct the powers granted in the JPA.

FISCAL IMPACT:

The recommended COLA has been incorporated in the Fiscal Year 2025-26 Administrative and General Expense Budget.

ATTACHMENTS:

1. Classification and Salary Schedule Markup
2. Resolution No. 2025-025

Southern California Public Power Authority
Classification and Salary Schedule
Effective July 1, ~~2024~~2025

Designated Position	Base Salary Range (Annual)
Executive Director	\$ 307,597 <u>317,502</u> to \$ 402,242 <u>415,194</u>
General Counsel	\$ 192,130 <u>198,316</u> to \$ 259,446 <u>267,800</u>
Chief Financial and Administrative Officer	\$ 178,761 <u>184,517</u> to \$ 241,345 <u>249,116</u>
Director, Government Affairs	\$ 178,761 <u>184,517</u> to \$ 241,345 <u>249,116</u>
Senior Assistant General Counsel	\$ 165,393 <u>170,719</u> to \$ 223,250 <u>230,439</u>
Technical Manager	\$ 160,896 <u>166,076</u> to \$ 217,211 <u>224,205</u>
Assistant General Counsel	\$ 153,440 <u>158,381</u> to \$ 180,840 <u>186,663</u>
Government Affairs Manager	\$ 130,136 <u>134,327</u> to \$ 164,446 <u>169,741</u>
Principal Utility Analyst	\$ 109,600 <u>113,129</u> to \$ 131,520 <u>135,755</u>
Policy Analyst	\$ 96,538 <u>99,647</u> to \$ 132,503 <u>136,769</u>
Administrative Services Manager	\$ 87,680 <u>90,503</u> to \$ 117,272 <u>121,049</u>
Senior Utility Analyst	\$ 91,277 <u>94,216</u> to \$ 109,728 <u>113,262</u>
Senior Utility Accountant	\$ 85,488 <u>88,241</u> to \$ 116,176 <u>119,917</u>
Utility Analyst	\$ 81,279 <u>83,896</u> to \$ 97,720 <u>100,866</u>
Utility Accountant	\$ 69,926 <u>72,178</u> to \$ 94,376 <u>97,415</u>
Administrator III	\$ 66,221 <u>68,353</u> to \$ 89,405 <u>92,284</u>
Administrator II	\$ 52,978 <u>54,684</u> to \$ 71,524 <u>73,827</u>
Administrator I	\$ 37,371 <u>38,575</u> to \$ 50,453 <u>52,078</u>

RESOLUTION NO. 2025-025

**RESOLUTION OF THE SOUTHERN CALIFORNIA
PUBLIC POWER AUTHORITY REVISING THE
AUTHORITY'S SALARY SCHEDULE AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO
TAKE SPECIFIED ACTIONS WITH RESPECT
THERE TO**

WHEREAS, the Authority, by adoption of Resolution 2015-066 on May 21, 2015, as amended from time to time, established a list of designated classifications of employment within the Authority and a salary schedule (the "Salary Schedule"); and

WHEREAS, it is the intent of the Board that a cost-of-living adjustment of 3.22% be applied to the current salary ranges of all employees, including the Executive Director and the General Counsel, effective as of July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Salary Schedule is hereby revised as shown in Attachment 1 to this resolution; that the individual salaries of employees, other than the Executive Director or the General Counsel, shall be set within the ranges shown on Attachment 1 by the Executive Director; and that salary increases within the ranges shall be at the discretion of the Executive Director based on a review of the employee's performance or consideration of other factors as the Executive Director may determine appropriate.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 15th day of May 2025 and shall become effective immediately.

TODD DUSENBERRY
PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public
Power Authority

**Southern California Public Power Authority
Classification and Salary Schedule
Effective July 1, 2025**

Designated Position	Base Salary Range (Annual)
Executive Director	\$317,502 to \$415,194
General Counsel	\$198,316 to \$267,800
Chief Financial and Administrative Officer	\$184,517 to \$249,116
Director, Government Affairs	\$184,517 to \$249,116
Senior Assistant General Counsel	\$170,719 to \$230,439
Technical Manager	\$166,076 to \$224,205
Assistant General Counsel	\$158,381 to \$186,663
Government Affairs Manager	\$134,327 to \$169,741
Principal Utility Analyst	\$113,129 to \$135,755
Policy Analyst	\$99,647 to \$136,769
Administrative Services Manager	\$90,503 to \$121,049
Senior Utility Analyst	\$94,216 to \$113,262
Senior Utility Accountant	\$88,241 to \$119,917
Utility Analyst	\$83,896 to \$100,866
Utility Accountant	\$72,178 to \$97,415
Administrator III	\$68,353 to \$92,284
Administrator II	\$54,684 to \$73,827
Administrator I	\$38,575 to \$52,078

RESOLUTION NO. 2025-026

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ANTELOPE BIG SKY RANCH SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Antelope Big Sky Ranch Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Antelope Big Sky Ranch Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Antelope Big Sky Ranch Solar Project

Month	PPA Payments	Scheduling Coordinator	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$303	\$3	\$0	\$2	\$7	\$315	5,663
Aug	\$303	\$3	\$0	\$2	\$7	\$315	5,357
Sep	\$303	\$3	\$0	\$2	\$7	\$315	4,643
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$909	\$9	\$0	\$6	\$21	\$945	15,663
Oct	\$303	\$3	\$0	\$2	\$7	\$315	3,775
Nov	\$303	\$3	\$0	\$2	\$7	\$315	2,806
Dec	\$303	\$3	\$0	\$2	\$7	\$315	2,398
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$909	\$9	\$0	\$6	\$21	\$945	8,979
Jan	\$303	\$3	\$0	\$2	\$7	\$315	2,551
Feb	\$303	\$3	\$0	\$2	\$7	\$315	2,908
Mar	\$303	\$3	\$0	\$2	\$7	\$315	4,337
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$909	\$9	\$0	\$6	\$21	\$945	9,795
Apr	\$303	\$3	\$0	\$2	\$7	\$315	4,949
May	\$303	\$3	\$0	\$2	\$7	\$315	5,714
Jun	\$303	\$3	\$0	\$2	\$7	\$315	5,918
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$909	\$9	\$0	\$6	\$21	\$945	16,581
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$3,636	\$36	\$0	\$24	\$84	\$3,780	51,018

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
Antelope Big Sky Ranch Solar Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$315	\$0	\$315	\$315	\$0	\$315
Aug	\$315	\$0	\$315	\$315	\$0	\$315
Sep	\$315	\$0	\$315	\$315	\$0	\$315
Subtotal	\$945	\$0	\$945	\$945	\$0	\$945
Oct	\$315	\$0	\$315	\$315	\$0	\$315
Nov	\$315	\$0	\$315	\$315	\$0	\$315
Dec	\$315	\$0	\$315	\$315	\$0	\$315
Subtotal	\$945	\$0	\$945	\$945	\$0	\$945
Jan	\$315	\$0	\$315	\$315	\$0	\$315
Feb	\$315	\$0	\$315	\$315	\$0	\$315
Mar	\$315	\$0	\$315	\$315	\$0	\$315
Subtotal	\$945	\$0	\$945	\$945	\$0	\$945
Apr	\$315	\$0	\$315	\$315	\$0	\$315
May	\$315	\$0	\$315	\$315	\$0	\$315
Jun	\$315	\$0	\$315	\$315	\$0	\$315
Subtotal	\$945	\$0	\$945	\$945	\$0	\$945
Total FY	\$3,780	\$0	\$3,780	\$3,780	\$0	\$3,780

(Project Roll Call Vote)

RESOLUTION NO. 2025-027

**RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ANTELOPE DSR 1 SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026**

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Antelope DSR 1 Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Antelope DSR 1 Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Antelope DSR 1 Solar Project

Month	PPA Payments	Scheduling Coordinator	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$551	\$3	\$0	\$2	\$8	\$564	14,228
Aug	\$551	\$3	\$0	\$2	\$8	\$564	12,781
Sep	\$551	\$3	\$0	\$2	\$8	\$564	10,854
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,653	\$9	\$0	\$6	\$24	\$1,692	37,862
Oct	\$551	\$3	\$0	\$2	\$8	\$564	9,435
Nov	\$551	\$3	\$0	\$2	\$8	\$564	6,832
Dec	\$551	\$3	\$0	\$2	\$8	\$564	5,189
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,653	\$9	\$0	\$6	\$24	\$1,692	21,456
Jan	\$551	\$3	\$0	\$2	\$8	\$564	5,820
Feb	\$551	\$3	\$0	\$2	\$8	\$564	7,200
Mar	\$551	\$3	\$0	\$2	\$8	\$564	9,674
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,653	\$9	\$0	\$6	\$24	\$1,692	22,694
Apr	\$551	\$3	\$0	\$2	\$8	\$564	12,408
May	\$551	\$3	\$0	\$2	\$8	\$564	14,121
Jun	\$551	\$3	\$0	\$2	\$8	\$564	14,368
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,653	\$9	\$0	\$6	\$24	\$1,692	40,898
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$6,612	\$36	\$0	\$24	\$96	\$6,768	122,910

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026

Antelope DSR 1 Solar Project

(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$564	\$0	\$564	\$564	\$0	\$564
Aug	\$564	\$0	\$564	\$564	\$0	\$564
Sep	\$564	\$0	\$564	\$564	\$0	\$564
Subtotal	\$1,692	\$0	\$1,692	\$1,692	\$0	\$1,692
Oct	\$564	\$0	\$564	\$564	\$0	\$564
Nov	\$564	\$0	\$564	\$564	\$0	\$564
Dec	\$564	\$0	\$564	\$564	\$0	\$564
Subtotal	\$1,692	\$0	\$1,692	\$1,692	\$0	\$1,692
Jan	\$564	\$0	\$564	\$564	\$0	\$564
Feb	\$564	\$0	\$564	\$564	\$0	\$564
Mar	\$564	\$0	\$564	\$564	\$0	\$564
Subtotal	\$1,692	\$0	\$1,692	\$1,692	\$0	\$1,692
Apr	\$564	\$0	\$564	\$564	\$0	\$564
May	\$564	\$0	\$564	\$564	\$0	\$564
Jun	\$564	\$0	\$564	\$564	\$0	\$564
Subtotal	\$1,692	\$0	\$1,692	\$1,692	\$0	\$1,692
Total FY	\$6,768	\$0	\$6,768	\$6,768	\$0	\$6,768

(Project Roll Call Vote)

RESOLUTION NO. 2025-028

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ANTELOPE DSR 2 SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Antelope DSR 2 Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Antelope DSR 2 Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
 Antelope DSR 2 Solar Project
 (\$000)

Month	PPA Payments	Scheduling Coordinator	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$58	\$0	\$0	\$2	\$4	\$64	1,479
Aug	\$58	\$0	\$0	\$2	\$4	\$64	1,382
Sep	\$58	\$0	\$0	\$2	\$4	\$64	1,170
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$174	\$0	\$0	\$6	\$12	\$192	4,032
Oct	\$58	\$0	\$0	\$2	\$4	\$64	1,012
Nov	\$58	\$0	\$0	\$2	\$4	\$64	751
Dec	\$58	\$0	\$0	\$2	\$4	\$64	580
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$174	\$0	\$0	\$6	\$12	\$192	2,343
Jan	\$58	\$0	\$0	\$2	\$4	\$64	661
Feb	\$58	\$0	\$0	\$2	\$4	\$64	826
Mar	\$58	\$0	\$0	\$2	\$4	\$64	1,096
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$174	\$0	\$0	\$6	\$12	\$192	2,584
Apr	\$58	\$0	\$0	\$2	\$4	\$64	1,320
May	\$58	\$0	\$0	\$2	\$4	\$64	1,507
Jun	\$58	\$0	\$0	\$2	\$4	\$64	1,519
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$174	\$0	\$0	\$6	\$12	\$192	4,346
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$696	\$0	\$0	\$24	\$48	\$768	12,855

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026

Antelope DSR 2 Solar Project

(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$64	\$0	\$64	\$64	\$0	\$64
Aug	\$64	\$0	\$64	\$64	\$0	\$64
Sep	\$64	\$0	\$64	\$64	\$0	\$64
Subtotal	\$192	\$0	\$192	\$192	\$0	\$192
Oct	\$64	\$0	\$64	\$64	\$0	\$64
Nov	\$64	\$0	\$64	\$64	\$0	\$64
Dec	\$64	\$0	\$64	\$64	\$0	\$64
Subtotal	\$192	\$0	\$192	\$192	\$0	\$192
Jan	\$64	\$0	\$64	\$64	\$0	\$64
Feb	\$64	\$0	\$64	\$64	\$0	\$64
Mar	\$64	\$0	\$64	\$64	\$0	\$64
Subtotal	\$192	\$0	\$192	\$192	\$0	\$192
Apr	\$64	\$0	\$64	\$64	\$0	\$64
May	\$64	\$0	\$64	\$64	\$0	\$64
Jun	\$64	\$0	\$64	\$64	\$0	\$64
Subtotal	\$192	\$0	\$192	\$192	\$0	\$192
Total FY	\$768	\$0	\$768	\$768	\$0	\$768

RESOLUTION NO. 2025-029

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
APEX POWER PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Apex Power Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Apex Power Project Power Sales Contract; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

4/25/2025

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Authority Interest in Apex Power Project
(\$000s)

Page 1

Month	Net Debt Service	Insurance	Operation and Maintenance	Capital Improvements	Property Taxes	Direct A&G Expenses	Indirect A&G Expenses	GE Maintenance	Transmission	Transmission Development (Capitalized)	Decommissioning	Total Cost of Power to Authority	Estimated Energy (MWh) to be Scheduled
July	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	290,851
Aug	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	250,947
Sep	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	162,951
3-Month	\$5,493	\$117	\$4,839	\$1,800	\$312	\$69	\$36	\$795	\$3,834	\$1,050	\$249	\$18,594	704,749
Oct	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	164,372
Nov	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	62,109
Dec	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	49,687
6-Month	\$10,986	\$234	\$9,678	\$3,600	\$624	\$138	\$72	\$1,590	\$7,668	\$2,100	\$498	\$37,188	980,917
Jan	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	261,948
Feb	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	230,031
Mar	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	202,831
9-Month	\$16,479	\$351	\$14,517	\$5,400	\$936	\$207	\$108	\$2,385	\$11,502	\$3,150	\$747	\$55,782	1,675,727
Apr	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	76,953
May	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	141,773
Jun	\$1,831	\$39	\$1,613	\$600	\$104	\$23	\$12	\$265	\$1,278	\$350	\$83	\$6,198	189,343
Full Year	\$21,972	\$468	\$19,356	\$7,200	\$1,248	\$276	\$144	\$3,180	\$15,336	\$4,200	\$996	\$74,376	2,083,796

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Authority Interest in Apex Power Project
(\$000s)

Page 2

Month	Revenues			Revenue Fund Disbursements							Total Revenue Fund Disburse- ments
	Total Billings	Interest Earnings	Sales of Power	Total Revenues	Operating Account	Operating Reserve Subaccount	Debt Service Account	Debt Service Reserve Account	Reserve & Contingency Account	De- commis- sioning Account	
July	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Aug	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Sep	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
3-Month	\$18,594	\$324	\$0	\$18,918	\$11,052	\$0	\$5,817	\$0	\$1,800	\$249	\$18,918
Oct	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Nov	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Dec	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
6-Month	\$37,188	\$648	\$0	\$37,836	\$22,104	\$0	\$11,634	\$0	\$3,600	\$498	\$37,836
Jan	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Feb	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Mar	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
9-Month	\$55,782	\$972	\$0	\$56,754	\$33,156	\$0	\$17,451	\$0	\$5,400	\$747	\$56,754
Apr	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
May	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Jun	\$6,198	\$108	\$0	\$6,306	\$3,684	\$0	\$1,939	\$0	\$600	\$83	\$6,306
Full Year	\$74,376	\$1,296	\$0	\$75,672	\$44,208	\$0	\$23,268	\$0	\$7,200	\$996	\$75,672

RESOLUTION NO. 2025-030

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ASTORIA 2 SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Astoria 2 Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Astoria 2 Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Astoria 2 Solar Project
(\$000)

Month	PPA Payments	Working Capital	Scheduling Coordinator	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$608	\$0	\$0	\$2	\$12	\$622	9,652
Aug	\$608	\$0	\$0	\$2	\$12	\$622	9,652
Sep	\$608	\$0	\$0	\$2	\$12	\$622	9,652
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,824	\$0	\$0	\$6	\$36	\$1,866	28,956
Oct	\$608	\$0	\$0	\$2	\$12	\$622	9,652
Nov	\$608	\$0	\$0	\$2	\$12	\$622	9,652
Dec	\$608	\$0	\$0	\$2	\$12	\$622	9,652
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,824	\$0	\$0	\$6	\$36	\$1,866	28,956
Jan	\$608	\$0	\$0	\$2	\$12	\$622	9,652
Feb	\$608	\$0	\$0	\$2	\$12	\$622	9,652
Mar	\$608	\$0	\$0	\$2	\$12	\$622	9,652
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,824	\$0	\$0	\$6	\$36	\$1,866	28,956
Apr	\$608	\$0	\$0	\$2	\$12	\$622	9,652
May	\$608	\$0	\$0	\$2	\$12	\$622	9,652
Jun	\$608	\$0	\$0	\$2	\$12	\$622	9,652
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,824	\$0	\$0	\$6	\$36	\$1,866	28,956
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$7,296	\$0	\$0	\$24	\$144	\$7,464	115,824

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
 Astoria 2 Solar Project
 (\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$622	\$0	\$622	\$622	\$0	\$622
Aug	\$622	\$0	\$622	\$622	\$0	\$622
Sep	\$622	\$0	\$622	\$622	\$0	\$622
Subtotal	\$1,866	\$0	\$1,866	\$1,866	\$0	\$1,866
Oct	\$622	\$0	\$622	\$622	\$0	\$622
Nov	\$622	\$0	\$622	\$622	\$0	\$622
Dec	\$622	\$0	\$622	\$622	\$0	\$622
Subtotal	\$1,866	\$0	\$1,866	\$1,866	\$0	\$1,866
Jan	\$622	\$0	\$622	\$622	\$0	\$622
Feb	\$622	\$0	\$622	\$622	\$0	\$622
Mar	\$622	\$0	\$622	\$622	\$0	\$622
Subtotal	\$1,866	\$0	\$1,866	\$1,866	\$0	\$1,866
Apr	\$622	\$0	\$622	\$622	\$0	\$622
May	\$622	\$0	\$622	\$622	\$0	\$622
Jun	\$622	\$0	\$622	\$622	\$0	\$622
Subtotal	\$1,866	\$0	\$1,866	\$1,866	\$0	\$1,866
Total FY	\$7,464	\$0	\$7,464	\$7,464	\$0	\$7,464

(Project Roll Call Vote)

RESOLUTION NO. 2025-031

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR THE
BARNETT NATURAL GAS RESERVES PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The three budgets for the Barnett Natural Gas Reserves Project (Project A, Project B, and Combined) for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, are hereby approved. The Executive Director is hereby authorized and directed to place the budgets so approved in final form, with such changes as shall be necessary or advisable to comply with the Barnett Natural Gas Reserves Project Agreements; and the budgets hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
BARNETT NATURAL GAS PROJECT COMBINED
(\$000s)

	Project A Anaheim	Project A Burbank	Project A Colton	Pasadena Capital (Drilling & Completion)	Operating Expense*	Net Direct A&G Expenses	Net Indirect A&G Expenses	Total Cost of Gas to Authority
<u>Month</u>	<u>Service</u>	<u>Service</u>	<u>Service</u>					
July	160	97	33	1	64	20	4	379
Aug	160	97	33	1	64	20	4	379
Sep	160	97	33	1	64	20	4	379
3-Month	480	291	99	3	192	60	12	1,137
Oct	160	97	33	1	64	20	4	379
Nov	160	97	33	1	64	20	4	379
Dec	160	97	33	1	64	20	4	379
6-Month	960	582	198	6	384	120	24	2,274
Jan	160	97	33	1	64	20	4	379
Feb	160	97	33	1	64	20	4	379
Mar	160	97	33	1	64	20	4	379
9-Month	1,440	873	297	9	576	180	36	3,411
Apr	160	97	33	1	64	20	4	379
May	160	97	33	1	64	20	4	379
Jun	160	97	33	1	64	20	4	379
Full Year	1,920	1,164	396	12	768	240	48	4,548

* Costs of Operator Joint Interest Billing plus Gathering Expense

** Operator pays taxes and royalties from gross gas sales

*** Project A Participants' share of capital/drilling paid from bond funds

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
BARNETT NATURAL GAS PROJECT COMBINED
(\$000s)

Revenues										
<u>Month</u>	<u>Monthly Operating Costs</u>	<u>Anaheim Interest Earnings</u>	<u>Burbank Interest Earnings</u>	<u>Colton Interest Earnings</u>	<u>Total Revenues</u>	<u>Operating Account</u>	<u>Project A Anaheim Debt Service Account</u>	<u>Project A Burbank Debt Service Account</u>	<u>Project A Colton Debt Service Account</u>	<u>Total Revenue Fund Disburse- ments</u>
July	379	4.00	2.00	1.00	386	89	164	99	34	386
Aug	379	4.00	2.00	1.00	386	89	164	99	34	352
Sep	379	4.00	2.00	1.00	386	89	164	99	34	352
3-Month	1,137	12.00	6.00	3.00	1,158	267	492	297	102	1,056
Oct	379	4.00	2.00	1.00	386	89	164	99	34	352
Nov	379	4.00	2.00	1.00	386	89	164	99	34	352
Dec	379	4.00	2.00	1.00	386	89	164	99	34	352
6-Month	2,274	24.00	12.00	6.00	2,316	534	984	594	204	2,112
Jan	379	4.00	2.00	1.00	386	89	164	99	34	352
Feb	379	4.00	2.00	1.00	386	89	164	99	34	352
Mar	379	4.00	2.00	1.00	386	89	164	99	34	352
9-Month	3,411	36.00	18.00	9.00	3,474	801	1,476	891	306	3,168
Apr	379	4.00	2.00	1.00	386	89	164	99	34	352
May	379	4.00	2.00	1.00	386	89	164	99	34	352
Jun	379	4.00	2.00	1.00	386	89	164	99	34	352
Total	4,548	48	24	12	4,632	1,068	1,968	1,188	408	4,632

RESOLUTION NO. 2025-032

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
CANYON POWER PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Canyon Power Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Canyon Power Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Canyon Power Project
(\$000)

Month	Net Debt Service	Direct Admin. & General	Indirect Admin. & General	Major Main- tenance	Budget Holdback Credit	O&M	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$1,571	\$18	\$17	\$0	\$0	\$842	\$2,448	11,699
Aug	\$1,571	\$18	\$17	\$0	\$0	\$842	\$2,448	13,551
Sep	\$1,571	\$18	\$17	\$0	\$0	\$842	\$2,448	10,753
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$4,713	\$54	\$51	\$0	\$0	\$2,526	\$7,344	36,003
Oct	\$1,571	\$18	\$17	\$0	\$0	\$842	\$2,448	6,106
Nov	\$1,571	\$18	\$17	\$0	\$0	\$842	\$2,448	4,584
Dec	\$1,571	\$18	\$17	\$0	\$0	\$1,556	\$3,162	2,180
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$4,713	\$54	\$51	\$0	\$0	\$3,240	\$8,058	12,870
Jan	\$1,571	\$18	\$17	\$0	\$0	\$1,556	\$3,162	2,441
Feb	\$1,571	\$18	\$17	\$0	\$0	\$1,556	\$3,162	5,827
Mar	\$1,571	\$18	\$17	\$0	\$0	\$1,556	\$3,162	9,451
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$4,713	\$54	\$51	\$0	\$0	\$4,668	\$9,486	17,719
Apr	\$1,571	\$18	\$17	\$0	\$0	\$1,556	\$3,162	7,592
May	\$1,571	\$18	\$17	\$0	\$0	\$1,556	\$3,162	5,815
Jun	\$1,571	\$18	\$17	\$0	\$0	\$1,558	\$3,164	8,798
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$4,713	\$54	\$51	\$0	\$0	\$4,670	\$9,488	22,205
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$18,852	\$216	\$204	\$0	\$0	\$15,104	\$34,376	102,581

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026

Canyon Power Project

(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Debt Service	Total Revenue Fund Dis- bursements
Jul	\$2,448	\$54	\$2,502	\$877	\$1,625	\$2,502
Aug	\$2,448	\$54	\$2,502	\$877	\$1,625	\$2,502
Sep	\$2,448	\$54	\$2,502	\$877	\$1,625	\$2,502
Subtotal	\$7,344	\$162	\$7,506	\$2,631	\$4,875	\$7,506
Oct	\$2,448	\$54	\$2,502	\$877	\$1,625	\$2,502
Nov	\$2,448	\$54	\$2,502	\$877	\$1,625	\$2,502
Dec	\$3,162	\$54	\$3,216	\$1,591	\$1,625	\$3,216
Subtotal	\$8,058	\$162	\$8,220	\$3,345	\$4,875	\$8,220
Jan	\$3,162	\$54	\$3,216	\$1,591	\$1,625	\$3,216
Feb	\$3,162	\$54	\$3,216	\$1,591	\$1,625	\$3,216
Mar	\$3,162	\$54	\$3,216	\$1,591	\$1,625	\$3,216
Subtotal	\$9,486	\$162	\$9,648	\$4,773	\$4,875	\$9,648
Apr	\$3,162	\$54	\$3,216	\$1,591	\$1,625	\$3,216
May	\$3,162	\$54	\$3,216	\$1,591	\$1,625	\$3,216
Jun	\$3,164	\$54	\$3,218	\$1,593	\$1,625	\$3,218
Subtotal	\$9,488	\$162	\$9,650	\$4,775	\$4,875	\$9,650
Total FY	\$34,376	\$648	\$35,024	\$15,524	\$19,500	\$35,024

RESOLUTION NO. 2025-033

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
AMERESCO CHIQUITA LANDFILL GAS PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Ameresco Chiquita Landfill Gas Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Ameresco Chiquita Landfill Gas Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Chiquita Canyon Landfill Gas Project
 (\$000)

Month	PPA Payments	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----
Jul	\$0	\$2	\$0	\$2	0
Aug	\$0	\$2	\$0	\$2	0
Sep	\$0	\$2	\$0	\$2	0
-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$6	\$0	\$6	0
Oct	\$0	\$2	\$0	\$2	0
Nov	\$0	\$2	\$0	\$2	0
Dec	\$0	\$2	\$0	\$2	0
-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$6	\$0	\$6	0
Jan	\$0	\$2	\$0	\$2	0
Feb	\$0	\$2	\$0	\$2	0
Mar	\$0	\$2	\$0	\$2	0
-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$6	\$0	\$6	0
Apr	\$0	\$2	\$0	\$2	0
May	\$0	\$2	\$0	\$2	0
Jun	\$0	\$2	\$0	\$2	0
-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$6	\$0	\$6	0
=====	=====	=====	=====	=====	=====
Total FY	\$0	\$24	\$0	\$24	0

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
 Chiquita Canyon Landfill Gas Project
 (\$000)

Revenues			0	Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$2	\$0	\$2	\$2	\$0	\$2
Aug	\$2	\$0	\$2	\$2	\$0	\$2
Sep	\$2	\$0	\$2	\$2	\$0	\$2
Subtotal	\$6	\$0	\$6	\$6	\$0	\$6
Oct	\$2	\$0	\$2	\$2	\$0	\$2
Nov	\$2	\$0	\$2	\$2	\$0	\$2
Dec	\$2	\$0	\$2	\$2	\$0	\$2
Subtotal	\$6	\$0	\$6	\$6	\$0	\$6
Jan	\$2	\$0	\$2	\$2	\$0	\$2
Feb	\$2	\$0	\$2	\$2	\$0	\$2
Mar	\$2	\$0	\$2	\$2	\$0	\$2
Subtotal	\$6	\$0	\$6	\$6	\$0	\$6
Apr	\$2	\$0	\$2	\$2	\$0	\$2
May	\$2	\$0	\$2	\$2	\$0	\$2
Jun	\$2	\$0	\$2	\$2	\$0	\$2
Subtotal	\$6	\$0	\$6	\$6	\$0	\$6
Total FY	\$24	\$0	\$24	\$24	\$0	\$24

(Project Roll Call Vote)

RESOLUTION NO. 2025-034

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
Clean Energy Project (Prepaid PPA)
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Clean Energy Project (Prepaid PPA) for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Clean Energy Project (Prepaid PPA); and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Clean Energy Project (Prepaid PPA)
 (\$000s)

Month	Working Capital	Direct Admin. & General	Indirect Admin. & General	SCPPA Cost of Project
-----	-----	-----	-----	-----
Jul	\$0	\$6	\$0	\$6
Aug	\$0	\$6	\$0	\$6
Sep	\$0	\$6	\$0	\$6
-----	-----	-----	-----	-----
Subtotal	\$0	\$18	\$0	\$18
Oct	\$0	\$6	\$0	\$6
Nov	\$0	\$6	\$0	\$6
Dec	\$0	\$6	\$0	\$6
-----	-----	-----	-----	-----
Subtotal	\$0	\$18	\$0	\$18
Jan	\$0	\$6	\$0	\$6
Feb	\$0	\$6	\$0	\$6
Mar	\$0	\$6	\$0	\$6
-----	-----	-----	-----	-----
Subtotal	\$0	\$18	\$0	\$18
Apr	\$0	\$6	\$0	\$6
May	\$0	\$6	\$0	\$6
Jun	\$0	\$6	\$0	\$6
-----	-----	-----	-----	-----
Subtotal	\$0	\$18	\$0	\$18
=====	=====	=====	=====	=====
Total FY	\$0	\$72	\$0	\$72

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
 Clean Energy Project (Prepaid PPA)
 (\$000s)

Revenues			Revenue Fund Disbursements			
Month	Monthly SCPPA Costs	Interest Earnings	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$6	\$0	\$6	\$6	\$0	\$6
Aug	\$6	\$0	\$6	\$6	\$0	\$6
Sep	\$6	\$0	\$6	\$6	\$0	\$6
Subtotal	\$18	\$0	\$18	\$18	\$0	\$18
Oct	\$6	\$0	\$6	\$6	\$0	\$6
Nov	\$6	\$0	\$6	\$6	\$0	\$6
Dec	\$6	\$0	\$6	\$6	\$0	\$6
Subtotal	\$18	\$0	\$18	\$18	\$0	\$18
Jan	\$6	\$0	\$6	\$6	\$0	\$6
Feb	\$6	\$0	\$6	\$6	\$0	\$6
Mar	\$6	\$0	\$6	\$6	\$0	\$6
Subtotal	\$18	\$0	\$18	\$18	\$0	\$18
Apr	\$6	\$0	\$6	\$6	\$0	\$6
May	\$6	\$0	\$6	\$6	\$0	\$6
Jun	\$6	\$0	\$6	\$6	\$0	\$6
Subtotal	\$18	\$0	\$18	\$18	\$0	\$18
Total FY	\$72	\$0	\$72	\$72	\$0	\$72

RESOLUTION NO. 2025-035

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
COLUMBIA 2 SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Columbia 2 Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Columbia 2 Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Columbia Two Solar Project
(\$000)

Month	PPA Payments	Scheduling Coordinator	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----
Jul	\$208	\$3	\$2	\$4	\$217	3,952
Aug	\$208	\$3	\$2	\$4	\$217	3,738
Sep	\$208	\$3	\$2	\$4	\$217	3,240
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$623	\$9	\$6	\$12	\$650	10,930
Oct	\$208	\$3	\$2	\$4	\$217	2,635
Nov	\$208	\$3	\$2	\$4	\$217	1,958
Dec	\$208	\$3	\$2	\$4	\$217	1,673
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$623	\$9	\$6	\$12	\$650	6,266
Jan	\$208	\$3	\$2	\$4	\$217	1,780
Feb	\$208	\$3	\$2	\$4	\$217	2,029
Mar	\$208	\$3	\$2	\$4	\$217	3,026
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$623	\$9	\$6	\$12	\$650	6,836
Apr	\$208	\$3	\$2	\$4	\$217	3,454
May	\$208	\$3	\$2	\$4	\$217	3,988
Jun	\$208	\$3	\$2	\$4	\$217	4,130
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$623	\$9	\$6	\$12	\$650	11,571
=====	=====	=====	=====	=====	=====	=====
Total FY	\$2,492	\$36	\$24	\$48	\$2,600	35,604

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
Columbia Two Solar Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$217	\$0	\$217	\$217	\$0	\$217
Aug	\$217	\$0	\$217	\$217	\$0	\$217
Sep	\$217	\$0	\$217	\$217	\$0	\$217
Subtotal	\$650	\$0	\$650	\$650	\$0	\$650
Oct	\$217	\$0	\$217	\$217	\$0	\$217
Nov	\$217	\$0	\$217	\$217	\$0	\$217
Dec	\$217	\$0	\$217	\$217	\$0	\$217
Subtotal	\$650	\$0	\$650	\$650	\$0	\$650
Jan	\$217	\$0	\$217	\$217	\$0	\$217
Feb	\$217	\$0	\$217	\$217	\$0	\$217
Mar	\$217	\$0	\$217	\$217	\$0	\$217
Subtotal	\$650	\$0	\$650	\$650	\$0	\$650
Apr	\$217	\$0	\$217	\$217	\$0	\$217
May	\$217	\$0	\$217	\$217	\$0	\$217
Jun	\$217	\$0	\$217	\$217	\$0	\$217
Subtotal	\$650	\$0	\$650	\$650	\$0	\$650
Total FY	\$2,600	\$0	\$2,600	\$2,600	\$0	\$2,600

RESOLUTION NO. 2025-036

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
COPPER MOUNTAIN SOLAR 3 PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Copper Mountain Solar 3 Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Copper Mountain Solar 3 Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Copper Mountain 3 Solar Project
(\$000)

Month	PPA Payments	LADWP Project Manager	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----
Jul	\$4,737	\$3	\$4	\$14	\$4,758	57,615
Aug	\$4,737	\$3	\$4	\$14	\$4,758	53,706
Sep	\$4,737	\$3	\$4	\$14	\$4,758	51,571
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$14,211	\$9	\$12	\$42	\$14,274	162,893
Oct	\$4,737	\$3	\$4	\$14	\$4,758	50,997
Nov	\$4,737	\$3	\$4	\$14	\$4,758	40,572
Dec	\$4,737	\$3	\$4	\$14	\$4,758	32,587
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$14,211	\$9	\$12	\$42	\$14,274	124,157
Jan	\$4,737	\$3	\$4	\$14	\$4,758	35,318
Feb	\$4,737	\$3	\$4	\$14	\$4,758	39,911
Mar	\$4,737	\$3	\$4	\$14	\$4,758	49,164
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$14,211	\$9	\$12	\$42	\$14,274	124,392
Apr	\$4,737	\$3	\$4	\$14	\$4,758	59,435
May	\$4,737	\$3	\$4	\$14	\$4,758	63,493
Jun	\$4,737	\$3	\$4	\$14	\$4,758	59,306
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$14,211	\$9	\$12	\$42	\$14,274	182,235
=====	=====	=====	=====	=====	=====	=====
Total FY	\$56,844	\$36	\$48	\$168	\$57,096	593,677

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
Copper Mountain 3 Solar Project
(\$000)

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Aug	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Sep	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Subtotal	\$14,274	\$30	\$14,304	\$14,304	\$0	\$14,304
Oct	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Nov	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Dec	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Subtotal	\$14,274	\$30	\$14,304	\$14,304	\$0	\$14,304
Jan	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Feb	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Mar	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Subtotal	\$14,274	\$30	\$14,304	\$14,304	\$0	\$14,304
Apr	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
May	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Jun	\$4,758	\$10	\$4,768	\$4,768	\$0	\$4,768
Subtotal	\$14,274	\$30	\$14,304	\$14,304	\$0	\$14,304
Total FY	\$57,096	\$120	\$57,216	\$57,216	\$0	\$57,216

RESOLUTION NO. 2025-037

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
COSO GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Coso Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Coso Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

25-Apr-25

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Coso Geothermal Project
(\$000)

Page 1

Month	PPA Payments	Working Capital	Excess Energy	Direct Admin. & General	Indirect Admin. & General	Excess Monthly Generation	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
Jul	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,788
Aug	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,670
Sep	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,434
Subtotal	\$2,595	\$0	\$0	\$6	\$45	\$0	\$2,646	37,892
Oct	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,150
Nov	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,631
Dec	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,987
Subtotal	\$2,595	\$0	\$0	\$6	\$45	\$0	\$2,646	37,768
Jan	\$865	\$0	\$0	\$2	\$15	\$0	\$882	13,380
Feb	\$865	\$0	\$0	\$2	\$15	\$0	\$882	11,697
Mar	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,650
Subtotal	\$2,595	\$0	\$0	\$6	\$45	\$0	\$2,646	37,727
Apr	\$865	\$0	\$0	\$2	\$15	\$0	\$882	11,635
May	\$865	\$0	\$0	\$2	\$15	\$0	\$882	12,261
Jun	\$865	\$0	\$0	\$2	\$15	\$0	\$882	13,089
Subtotal	\$2,595	\$0	\$0	\$6	\$45	\$0	\$2,646	36,985
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	10,380	\$0	\$0	\$24	\$180	\$0	\$10,584	150,372

* Participant Allocation Changes beginning January 1, 2027

Annual Budget
July 1, 2025 through June 30, 2026
Coso Geothermal Project
(\$000)

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Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
-----	-----	-----	-----	-----	-----	-----
Jul	\$882	\$0	\$882	\$882	\$0	\$882
Aug	\$882	\$0	\$882	\$882	\$0	\$882
Sep	\$882	\$0	\$882	\$882	\$0	\$882
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,646	\$0	\$2,646	\$2,646	\$0	\$2,646
Oct	\$882	\$0	\$882	\$882	\$0	\$882
Nov	\$882	\$0	\$882	\$882	\$0	\$882
Dec	\$882	\$0	\$882	\$882	\$0	\$882
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,646	\$0	\$2,646	\$2,646	\$0	\$2,646
Jan	\$882	\$0	\$882	\$882	\$0	\$882
Feb	\$882	\$0	\$882	\$882	\$0	\$882
Mar	\$882	\$0	\$882	\$882	\$0	\$882
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,646	\$0	\$2,646	\$2,646	\$0	\$2,646
Apr	\$882	\$0	\$882	\$882	\$0	\$882
May	\$882	\$0	\$882	\$882	\$0	\$882
Jun	\$882	\$0	\$882	\$882	\$0	\$882
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,646	\$0	\$2,646	\$2,646	\$0	\$2,646
=====	=====	=====	=====	=====	=====	=====
Total FY	\$10,584	\$0	\$10,584	\$10,584	\$0	\$10,584

RESOLUTION NO. 2025-038

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
DAGGETT SOLAR 2 SOLAR + STORAGE PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Daggett Solar 2 Solar + Storage Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Daggett Solar 2 Solar + Storage Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Daggett Solar 2 Solar + Storage Project
(\$000)

Month	PV PPA Payments	BESS PPA Payments	Scheduling Coordinator	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$485	\$262	\$10	\$2	\$16	\$775	21,430
Aug	\$485	\$262	\$10	\$2	\$16	\$775	20,870
Sep	\$485	\$262	\$10	\$2	\$16	\$775	18,816
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,455	\$786	\$30	\$6	\$48	\$2,325	61,117
Oct	\$485	\$262	\$10	\$2	\$16	\$775	16,119
Nov	\$485	\$262	\$10	\$2	\$16	\$775	12,074
Dec	\$485	\$262	\$10	\$2	\$16	\$775	10,248
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,455	\$786	\$30	\$6	\$48	\$2,325	38,442
Jan	\$485	\$262	\$10	\$2	\$16	\$775	11,431
Feb	\$485	\$262	\$10	\$2	\$16	\$775	13,173
Mar	\$485	\$262	\$10	\$2	\$16	\$775	18,215
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,455	\$786	\$30	\$6	\$48	\$2,325	42,819
Apr	\$485	\$262	\$10	\$2	\$16	\$775	19,937
May	\$485	\$262	\$10	\$2	\$16	\$775	22,530
Jun	\$485	\$262	\$10	\$2	\$16	\$775	22,612
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,455	\$786	\$30	\$6	\$48	\$2,325	65,079
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$5,820	\$3,144	\$120	\$24	\$192	\$9,300	207,456

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Daggett Solar 2 Solar + Storage Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$775	\$0	\$775	\$775	\$0	\$775
Aug	\$775	\$0	\$775	\$775	\$0	\$775
Sep	\$775	\$0	\$775	\$775	\$0	\$775
Subtotal	\$2,325	\$0	\$2,325	\$2,325	\$0	\$2,325
Oct	\$775	\$0	\$775	\$775	\$0	\$775
Nov	\$775	\$0	\$775	\$775	\$0	\$775
Dec	\$775	\$0	\$775	\$775	\$0	\$775
Subtotal	\$2,325	\$0	\$2,325	\$2,325	\$0	\$2,325
Jan	\$775	\$0	\$775	\$775	\$0	\$775
Feb	\$775	\$0	\$775	\$775	\$0	\$775
Mar	\$775	\$0	\$775	\$775	\$0	\$775
Subtotal	\$2,325	\$0	\$2,325	\$2,325	\$0	\$2,325
Apr	\$775	\$0	\$775	\$775	\$0	\$775
May	\$775	\$0	\$775	\$775	\$0	\$775
Jun	\$775	\$0	\$775	\$775	\$0	\$775
Subtotal	\$2,325	\$0	\$2,325	\$2,325	\$0	\$2,325
Total FY	\$9,300	\$0	\$9,300	\$9,300	\$0	\$9,300

RESOLUTION NO. 2025-039

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
DESERT HARVEST SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Desert Harvest Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Desert Harvest Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Desert Harvest Solar Project
(\$000s)

Month	PPA Payments	Excess Energy	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$160	\$0	\$0	\$2	\$1	\$163	13,089
Aug	\$160	\$0	\$0	\$2	\$1	\$163	12,510
Sep	\$160	\$0	\$0	\$2	\$1	\$163	11,113
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$480	\$0	\$0	\$6	\$3	\$489	36,713
Oct	\$160	\$0	\$0	\$2	\$1	\$163	10,119
Nov	\$160	\$0	\$0	\$2	\$1	\$163	7,564
Dec	\$160	\$0	\$0	\$2	\$1	\$163	6,369
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$480	\$0	\$0	\$6	\$3	\$489	24,052
Jan	\$160	\$0	\$0	\$2	\$1	\$163	6,885
Feb	\$160	\$0	\$0	\$2	\$1	\$163	8,244
Mar	\$160	\$0	\$0	\$2	\$1	\$163	11,000
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$480	\$0	\$0	\$6	\$3	\$489	26,129
Apr	\$160	\$0	\$0	\$2	\$1	\$163	11,982
May	\$160	\$0	\$0	\$2	\$1	\$163	13,618
Jun	\$160	\$0	\$0	\$2	\$1	\$163	13,366
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$480	\$0	\$0	\$6	\$3	\$489	38,966
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$1,920	\$0	\$0	\$24	\$12	\$1,956	125,860

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
Desert Harvest Solar Project
(\$000s)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$163	\$0	\$163	\$163	\$0	\$163
Aug	\$163	\$0	\$163	\$163	\$0	\$163
Sep	\$163	\$0	\$163	\$163	\$0	\$163
Subtotal	\$489	\$0	\$489	\$489	\$0	\$489
Oct	\$163	\$0	\$163	\$163	\$0	\$163
Nov	\$163	\$0	\$163	\$163	\$0	\$163
Dec	\$163	\$0	\$163	\$163	\$0	\$163
Subtotal	\$489	\$0	\$489	\$489	\$0	\$489
Jan	\$163	\$0	\$163	\$163	\$0	\$163
Feb	\$163	\$0	\$163	\$163	\$0	\$163
Mar	\$163	\$0	\$163	\$163	\$0	\$163
Subtotal	\$489	\$0	\$489	\$489	\$0	\$489
Apr	\$163	\$0	\$163	\$163	\$0	\$163
May	\$163	\$0	\$163	\$163	\$0	\$163
Jun	\$163	\$0	\$163	\$163	\$0	\$163
Subtotal	\$489	\$0	\$489	\$489	\$0	\$489
Total FY	\$1,956	\$0	\$1,956	\$1,956	\$0	\$1,956

RESOLUTION NO. 2025-040

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
DON A. CAMPBELL I/WILD ROSE GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Don A. Campbell I/Wild Rose Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Don A. Campbell I/Wild Rose Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Don Campbell I Project
(\$000)

Month	PPA Payments	LADWP Project Manager	Direct Admin. & General	Indirect Admin. & General	Working Capital	Estimated Total Cost of Power	Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$927	\$3	\$3	\$3	\$0	\$936	5,455
Aug	\$927	\$3	\$3	\$3	\$0	\$936	6,202
Sep	\$927	\$3	\$3	\$3	\$0	\$936	7,375
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,781	\$9	\$9	\$9	\$0	\$2,808	19,031
Oct	\$927	\$3	\$3	\$3	\$0	\$936	9,539
Nov	\$927	\$3	\$3	\$3	\$0	\$936	11,743
Dec	\$927	\$3	\$3	\$3	\$0	\$936	12,330
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,781	\$9	\$9	\$9	\$0	\$2,808	33,612
Jan	\$927	\$3	\$3	\$3	\$0	\$936	12,254
Feb	\$927	\$3	\$3	\$3	\$0	\$936	10,965
Mar	\$927	\$3	\$3	\$3	\$0	\$936	11,100
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,781	\$9	\$9	\$9	\$0	\$2,808	34,318
Apr	\$927	\$3	\$3	\$3	\$0	\$936	9,715
May	\$927	\$3	\$3	\$3	\$0	\$936	8,849
Jun	\$927	\$3	\$3	\$3	\$0	\$936	6,875
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,781	\$9	\$9	\$9	\$0	\$2,808	25,439
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$11,124	\$36	\$36	\$36	\$0	\$11,232	112,400

Annual Budget

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July 1, 2025 through June 30, 2026
 Don Campbell I Project
 (\$000)

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$936	\$6	\$942	\$942	\$0	\$942
Aug	\$936	\$6	\$942	\$942	\$0	\$942
Sep	\$936	\$6	\$942	\$942	\$0	\$942
Subtotal	\$2,808	\$18	\$2,826	\$2,826	\$0	\$2,826
Oct	\$936	\$6	\$942	\$942	\$0	\$942
Nov	\$936	\$6	\$942	\$942	\$0	\$942
Dec	\$936	\$6	\$942	\$942	\$0	\$942
Subtotal	\$2,808	\$18	\$2,826	\$2,826	\$0	\$2,826
Jan	\$936	\$6	\$942	\$942	\$0	\$942
Feb	\$936	\$6	\$942	\$942	\$0	\$942
Mar	\$936	\$6	\$942	\$942	\$0	\$942
Subtotal	\$2,808	\$18	\$2,826	\$2,826	\$0	\$2,826
Apr	\$936	\$6	\$942	\$942	\$0	\$942
May	\$936	\$6	\$942	\$942	\$0	\$942
Jun	\$936	\$6	\$942	\$942	\$0	\$942
Subtotal	\$2,808	\$18	\$2,826	\$2,826	\$0	\$2,826
Total FY	\$11,232	\$72	\$11,304	\$11,304	\$0	\$11,304

RESOLUTION NO. 2025-041

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
DON A. CAMPBELL II GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Don A. Campbell II Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Don A. Campbell II Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Don Campbell II Geothermal Energy Project
 (\$000)

Month	PPA Payments	LADWP Project Manager	Direct Admin. & General	Indirect Admin. & General	Working Capital Reserve	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$644	\$3	\$3	\$1	\$0	\$651	3,815
Aug	\$644	\$3	\$3	\$1	\$0	\$651	4,789
Sep	\$644	\$3	\$3	\$1	\$0	\$651	5,844
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,932	\$9	\$9	\$3	\$0	\$1,953	14,448
Oct	\$644	\$3	\$3	\$1	\$0	\$651	7,917
Nov	\$644	\$3	\$3	\$1	\$0	\$651	10,017
Dec	\$644	\$3	\$3	\$1	\$0	\$651	11,014
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,932	\$9	\$9	\$3	\$0	\$1,953	28,948
Jan	\$644	\$3	\$3	\$1	\$0	\$651	10,972
Feb	\$644	\$3	\$3	\$1	\$0	\$651	9,837
Mar	\$644	\$3	\$3	\$1	\$0	\$651	9,915
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,932	\$9	\$9	\$3	\$0	\$1,953	30,724
Apr	\$644	\$3	\$3	\$1	\$0	\$651	8,381
May	\$644	\$3	\$3	\$1	\$0	\$651	7,349
Jun	\$644	\$3	\$3	\$1	\$0	\$651	5,264
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,932	\$9	\$9	\$3	\$0	\$1,953	20,994
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$7,728	\$36	\$36	\$12	\$0	\$7,812	95,114

July 1, 2025 through June 30, 2026
Don Campbell II Geothermal Energy Project
(\$000)

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$651	\$8	\$659	\$659	\$0	\$659
Aug	\$651	\$8	\$659	\$659	\$0	\$659
Sep	\$651	\$8	\$659	\$659	\$0	\$659
Subtotal	\$1,953	\$24	\$1,977	\$1,977	\$0	\$1,977
Oct	\$651	\$8	\$659	\$659	\$0	\$659
Nov	\$651	\$8	\$659	\$659	\$0	\$659
Dec	\$651	\$8	\$659	\$659	\$0	\$659
Subtotal	\$1,953	\$24	\$1,977	\$1,977	\$0	\$1,977
Jan	\$651	\$8	\$659	\$659	\$0	\$659
Feb	\$651	\$8	\$659	\$659	\$0	\$659
Mar	\$651	\$8	\$659	\$659	\$0	\$659
Subtotal	\$1,953	\$24	\$1,977	\$1,977	\$0	\$1,977
Apr	\$651	\$8	\$659	\$659	\$0	\$659
May	\$651	\$8	\$659	\$659	\$0	\$659
Jun	\$651	\$8	\$659	\$659	\$0	\$659
Subtotal	\$1,953	\$24	\$1,977	\$1,977	\$0	\$1,977
Total FY	\$7,812	\$96	\$7,908	\$7,908	\$0	\$7,908

RESOLUTION NO. 2025-042

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ELAND SOLAR & STORAGE CENTER, PHASE I PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Eland Solar & Storage Center, Phase I Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Eland Solar & Storage Center, Phase I Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Eland Solar 1 + Storage Project
 (\$000)

Month	Test Energy Payments	PPA Payments	Project Manager	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	91,707
Aug	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	88,383
Sep	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	78,849
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$8,502	\$12	\$0	\$18	\$27	\$8,559	258,939
Oct	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	67,150
Nov	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	50,935
Dec	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	44,043
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$8,502	\$12	\$0	\$18	\$27	\$8,559	162,128
Jan	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	45,777
Feb	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	53,747
Mar	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	74,667
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$8,502	\$12	\$0	\$18	\$27	\$8,559	174,191
Apr	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	81,697
May	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	90,208
Jun	\$0	\$2,834	\$4	\$0	\$6	\$9	\$2,853	91,236
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$8,502	\$12	\$0	\$18	\$27	\$8,559	263,141
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$0	\$34,008	\$48	\$0	\$72	\$108	\$34,236	858,399

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Eland Solar 1 + Storage Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Aug	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Sep	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Subtotal	\$8,559	\$48	\$8,607	\$8,559	\$0	\$8,559
Oct	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Nov	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Dec	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Subtotal	\$8,559	\$48	\$8,607	\$8,559	\$0	\$8,559
Jan	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Feb	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Mar	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Subtotal	\$8,559	\$48	\$8,607	\$8,559	\$0	\$8,559
Apr	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
May	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Jun	\$2,853	\$16	\$2,869	\$2,853	\$0	\$2,853
Subtotal	\$8,559	\$48	\$8,607	\$8,559	\$0	\$8,559
0	\$34,236	\$192	\$34,428	\$34,236	\$0	\$34,236

RESOLUTION NO. 2025-043

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ELAND SOLAR & STORAGE CENTER, PHASE 2 PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Eland Solar & Storage Center, Phase 2 Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Eland Solar & Storage Center, Phase 2 Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET
 July 1, 2025 through June 30, 2026
 Eland Solar 2 + Storage Project
 (\$000)

Month	PPA Payments	Project Manager	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$3,591	\$4	\$250	\$4	\$8	\$3,857	91,707
Aug	\$3,591	\$4	\$250	\$4	\$8	\$3,857	88,383
Sep	\$3,591	\$4	\$250	\$4	\$8	\$3,857	78,849
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$10,773	\$12	\$750	\$12	\$24	\$11,571	258,939
Oct	\$3,591	\$4	\$250	\$4	\$8	\$3,857	67,150
Nov	\$3,591	\$4	\$250	\$4	\$8	\$3,857	50,935
Dec	\$3,591	\$4	\$250	\$4	\$8	\$3,857	44,043
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$10,773	\$12	\$750	\$36	\$24	\$11,571	162,128
Jan	\$3,591	\$4	\$250	\$4	\$8	\$3,857	45,777
Feb	\$3,591	\$4	\$250	\$4	\$8	\$3,857	53,747
Mar	\$3,591	\$4	\$250	\$4	\$8	\$3,857	74,667
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$10,773	\$12	\$750	\$12	\$24	\$11,571	174,191
Apr	\$3,591	\$4	\$250	\$4	\$8	\$3,857	81,697
May	\$3,591	\$4	\$250	\$4	\$8	\$3,857	90,208
Jun	\$3,591	\$4	\$250	\$4	\$8	\$3,857	91,236
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$10,773	\$12	\$750	\$12	\$24	\$11,571	263,141
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$43,092	\$48	\$3,000	\$48	\$96	\$46,284	858,399

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Eland Solar 2 + Storage Project
(\$000)

Revenues			0	Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Aug	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Sep	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Subtotal	\$11,571	\$18	\$11,589	\$11,571	\$0	\$11,571
Oct	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Nov	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Dec	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Subtotal	\$11,571	\$18	\$11,589	\$11,571	\$0	\$11,571
Jan	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Feb	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Mar	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Subtotal	\$11,571	\$18	\$11,589	\$11,571	\$0	\$11,571
Apr	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
May	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Jun	\$3,857	\$6	\$3,863	\$3,857	\$0	\$3,857
Subtotal	\$11,571	\$18	\$11,589	\$11,571	\$0	\$11,571
0	\$46,284	\$72	\$46,356	\$46,284	\$0	\$46,284

(Project Roll Call Vote)

RESOLUTION NO. 2025-044

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
NATURAL GAS PREPAY PROJECT #1
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Natural Gas Prepay Project #1 for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Natural Gas Prepay Project #1 Gas Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Gas Prepay Project 1
 (\$000)

Month	Cost of Gas *	Direct Admin. & General **	Indirect Admin. & General	Total Billing	Estimated Gas (MMBTU) to be delivered
-----	-----	-----	-----	-----	-----
Jul	\$2,331	\$8	\$17	\$2,356	436,759
Aug	\$2,331	\$8	\$17	\$2,356	436,759
Sep	\$2,256	\$8	\$17	\$2,281	422,670
-----	-----	-----	-----	-----	-----
Subtotal	\$6,918	\$24	\$51	\$6,993	1,296,188
Oct	\$1,387	\$8	\$17	\$1,412	259,842
Nov	\$1,159	\$8	\$17	\$1,184	217,170
Dec	\$1,198	\$8	\$17	\$1,223	224,409
-----	-----	-----	-----	-----	-----
Subtotal	\$3,744	\$24	\$51	\$3,819	701,421
Jan	\$1,198	\$8	\$17	\$1,223	224,409
Feb	\$1,082	\$8	\$17	\$1,107	202,692
Mar	\$1,198	\$8	\$17	\$1,223	224,409
-----	-----	-----	-----	-----	-----
Subtotal	\$3,477	\$24	\$51	\$3,552	651,510
Apr	\$1,220	\$8	\$17	\$1,245	228,600
May	\$1,261	\$8	\$17	\$1,286	236,220
Jun	\$1,403	\$8	\$17	\$1,428	262,890
-----	-----	-----	-----	-----	-----
Subtotal	\$3,884	\$24.00	\$51	\$3,959	727,710
=====	=====	=====	=====	=====	=====
Total FY	\$18,024	\$96	\$204	\$18,324	3,376,829

* Estimated assuming \$6.09/MMBtu index. Billings will be actual delivery at monthly index minus \$0.75.

** \$0.03/MMBTU

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026

Gas Prepay Project 1

(\$000)

Revenues					Revenue Fund Disbursements			Total Revenue Fund Dis- bursements
Month	Monthly Billings	Interest Earnings	Swap Revenue	Total Revenues	Debt Service	Swap Payment	Oper & Admin	
Jul	\$2,356	\$73	\$3,672	\$6,101	\$2,189	\$2,659	\$1,253	\$6,101
Aug	\$2,356	\$73	\$3,693	\$6,123	\$2,189	\$2,659	\$1,275	\$6,123
Sep	\$2,281	\$73	\$3,595	\$5,949	\$2,189	\$2,573	\$1,187	\$5,949
Subtotal	\$6,993	\$219	\$10,961	\$18,173	\$6,567	\$7,890	\$3,715	\$18,173
Oct	\$1,412	\$73	\$2,229	\$3,713	\$2,189	\$1,582	(\$57)	\$3,713
Nov	\$1,184	\$73	\$1,917	\$3,174	\$2,189	\$1,322	(\$337)	\$3,174
Dec	\$1,223	\$73	\$2,037	\$3,333	\$2,189	\$1,366	(\$222)	\$3,333
Subtotal	\$3,819	\$219	\$6,182	\$10,220	\$6,567	\$4,270	(\$617)	\$10,220
Jan	\$1,223	\$73	\$2,082	\$3,378	\$2,189	\$1,366	(\$178)	\$3,378
Feb	\$1,107	\$73	\$1,880	\$3,060	\$2,189	\$1,234	(\$363)	\$3,060
Mar	\$1,223	\$73	\$2,059	\$3,355	\$2,189	\$1,366	(\$200)	\$3,355
Subtotal	\$3,552	\$219	\$6,021	\$9,793	\$6,567	\$3,966	(\$740)	\$9,793
Apr	\$1,245	\$73	\$1,892	\$3,210	\$2,189	\$1,392	(\$370)	\$3,210
May	\$1,286	\$73	\$1,943	\$3,302	\$2,189	\$1,438	(\$325)	\$3,302
Jun	\$1,428	\$73	\$2,176	\$3,677	\$2,189	\$1,600	(\$112)	\$3,677
Subtotal	\$3,959	\$219	\$6,011	\$10,189	\$6,567	\$4,430	(\$808)	\$10,189
Total FY	\$18,324	\$876	\$29,175	\$48,375	\$26,268	\$20,556	\$1,550	\$48,375

RESOLUTION NO. 2025-045

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
HEBER 1 GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Heber 1 Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Heber 1 Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Heber 1 Geothermal Project
 (\$000)

Month	PPA Payments*	LADWP Project Manager	Direct Admin. & General	Indirect Admin. & General	Working Capital Reserve	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$3,828	\$4	\$4	\$25	\$0	\$3,861	29,103
Aug	\$3,828	\$4	\$4	\$25	\$0	\$3,861	28,469
Sep	\$3,828	\$4	\$4	\$25	\$0	\$3,861	29,583
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$11,484	\$12	\$12	\$75	\$0	\$11,583	87,155
Oct	\$3,828	\$4	\$4	\$25	\$0	\$3,861	33,267
Nov	\$2,828	\$4	\$4	\$25	\$0	\$2,861	34,281
Dec	\$2,828	\$4	\$4	\$25	\$0	\$2,861	38,004
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$9,484	\$12	\$12	\$75	\$0	\$9,583	105,552
Jan	\$2,828	\$4	\$4	\$25	\$0	\$2,861	38,246
Feb	\$2,828	\$4	\$4	\$25	\$0	\$2,861	34,279
Mar	\$2,828	\$4	\$4	\$25	\$0	\$2,861	35,926
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$8,484	\$12	\$12	\$75	\$0	\$8,583	108,451
Apr	\$2,828	\$4	\$4	\$25	\$0	\$2,861	33,594
May	\$2,828	\$4	\$4	\$25	\$0	\$2,861	15,890
Jun	\$2,828	\$4	\$4	\$25	\$0	\$2,861	29,318
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$8,484	\$12	\$12	\$75	\$0	\$8,583	78,801
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$37,936	\$48	\$48	\$300	\$0	\$38,332	379,959

* PPA Payments include an additional \$4 million to account for a budget shortfall in FY 24/25.

July 1, 2025 through June 30, 2026
Heber 1 Geothermal Project
(\$000)

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$3,861	\$16	\$3,877	\$3,877	\$0	\$3,877
Aug	\$3,861	\$16	\$3,877	\$3,877	\$0	\$3,877
Sep	\$3,861	\$16	\$3,877	\$3,877	\$0	\$3,877
Subtotal	\$11,583	\$48	\$11,631	\$11,631	\$0	\$11,631
Oct	\$3,861	\$16	\$3,877	\$3,877	\$0	\$3,877
Nov	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
Dec	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
Subtotal	\$9,583	\$48	\$9,631	\$9,631	\$0	\$9,631
Jan	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
Feb	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
Mar	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
Subtotal	\$8,583	\$48	\$8,631	\$8,631	\$0	\$8,631
Apr	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
May	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
Jun	\$2,861	\$16	\$2,877	\$2,877	\$0	\$2,877
Subtotal	\$8,583	\$48	\$8,631	\$8,631	\$0	\$8,631
Total FY	\$38,332	\$192	\$38,524	\$38,524	\$0	\$38,524

RESOLUTION NO. 2025-046

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
KINGBIRD B SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Kingbird B Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Kingbird B Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Kingbird B Solar Project
(\$000)

Month	PPA Payments	Scheduling Coordinator	Working Capital	SCPPA Direct Admin. & General	SCPPA Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$340	\$8	\$0	\$2	\$7	\$357	6,590
Aug	\$340	\$8	\$0	\$2	\$7	\$357	6,234
Sep	\$340	\$8	\$0	\$2	\$7	\$357	5,403
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,020	\$24	\$0	\$6	\$21	\$1,071	18,227
Oct	\$340	\$8	\$0	\$2	\$7	\$357	4,393
Nov	\$340	\$8	\$0	\$2	\$7	\$357	3,265
Dec	\$340	\$8	\$0	\$2	\$7	\$357	2,790
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,020	\$24	\$0	\$6	\$21	\$1,071	10,449
Jan	\$340	\$8	\$0	\$2	\$7	\$357	2,969
Feb	\$340	\$8	\$0	\$2	\$7	\$357	3,384
Mar	\$340	\$8	\$0	\$2	\$7	\$357	5,047
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,020	\$24	\$0	\$6	\$21	\$1,071	11,399
Apr	\$340	\$8	\$0	\$2	\$7	\$357	5,759
May	\$340	\$8	\$0	\$2	\$7	\$357	6,650
Jun	\$340	\$8	\$0	\$2	\$7	\$357	6,887
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$1,020	\$24	\$0	\$6	\$21	\$1,071	19,296
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$4,080	\$96	\$0	\$24	\$84	\$4,284	59,371

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
Kingbird B Solar Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$357	\$0	\$357	\$357	\$0	\$357
Aug	\$357	\$0	\$357	\$357	\$0	\$357
Sep	\$357	\$0	\$357	\$357	\$0	\$357
Subtotal	\$1,071	\$0	\$1,071	\$1,071	\$0	\$1,071
Oct	\$357	\$0	\$357	\$357	\$0	\$357
Nov	\$357	\$0	\$357	\$357	\$0	\$357
Dec	\$357	\$0	\$357	\$357	\$0	\$357
Subtotal	\$1,071	\$0	\$1,071	\$1,071	\$0	\$1,071
Jan	\$357	\$0	\$357	\$357	\$0	\$357
Feb	\$357	\$0	\$357	\$357	\$0	\$357
Mar	\$357	\$0	\$357	\$357	\$0	\$357
Subtotal	\$1,071	\$0	\$1,071	\$1,071	\$0	\$1,071
Apr	\$357	\$0	\$357	\$357	\$0	\$357
May	\$357	\$0	\$357	\$357	\$0	\$357
Jun	\$357	\$0	\$357	\$357	\$0	\$357
Subtotal	\$1,071	\$0	\$1,071	\$1,071	\$0	\$1,071
Total FY	\$4,284	\$0	\$4,284	\$4,284	\$0	\$4,284

RESOLUTION NO. 2025-047

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
LINDEN WIND ENERGY PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Linden Wind Energy Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Linden Wind Energy Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

Page 1

July 1, 2025 through June 30, 2026
Linden Wind Energy Project
(\$000)

Month	Net Debt Service	Insurance	Lease Expense	LADWP Project Manager	O&M	Property Tax	Wind Integration Charge	Transmission & Imbalance Charge	Transmission/ Exchange	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy Delivered (MWHs)
Jul	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	11,517
Aug	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	9,639
Sep	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	6,708
Subtotal	\$2,451	\$30	\$138	\$45	\$1,107	\$75	\$114	\$0	\$1,638	\$36	\$12	\$5,646	27,864
Oct	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	5,052
Nov	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	7,894
Dec	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	8,081
Subtotal	\$2,451	\$30	\$138	\$45	\$1,107	\$75	\$114	\$0	\$1,638	\$36	\$12	\$5,646	21,027
Jan	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	6,612
Feb	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	10,484
Mar	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	9,845
Subtotal	\$2,451	\$30	\$138	\$45	\$1,107	\$75	\$114	\$0	\$1,638	\$36	\$12	\$5,646	26,941
Apr	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	11,799
May	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	13,438
Jun	\$817	\$10	\$46	\$15	\$369	\$25	\$38	\$0	\$546	\$12	\$4	\$1,882	11,806
Subtotal	\$2,451	\$30	\$138	\$45	\$1,107	\$75	\$114	\$0	\$1,638	\$36	\$12	\$5,646	37,043
Total FY	\$9,804	\$120	\$552	\$180	\$4,428	\$300	\$456	\$0	\$6,552	\$144	\$48	\$22,584	112,874

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Linden Wind Energy Project
(\$000)

Page 2

Revenues				Revision No. 1	Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings	BABS Subsidy	Total Revenues	Operating Fund	Debt Service	Reserve Account	Total Revenue Fund Disbursements
Jul	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Aug	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Sep	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Subtotal	\$5,646	\$87	\$0.00	\$5,733	\$3,195	\$2,538	\$0	\$5,733
Oct	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Nov	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Dec	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Subtotal	\$5,646	\$87	\$0.00	\$5,733	\$3,195	\$2,538	\$0	\$5,733
Jan	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Feb	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Mar	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Subtotal	\$5,646	\$87	\$0.00	\$5,733	\$3,195	\$2,538	\$0	\$5,733
Apr	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
May	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Jun	\$1,882	\$29	\$0	\$1,911	\$1,065	\$846	\$0	\$1,911
Subtotal	\$5,646	\$87	\$0.00	\$5,733	\$3,195	\$2,451	\$0	\$5,733
Total FY	\$22,584	\$348	\$0	\$22,932	\$12,780	\$10,152	\$0	\$22,932

RESOLUTION NO. 2025-048

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE BUDGET FOR
MAGNOLIA POWER PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The three budgets for the Magnolia Power Project (Project A, Project B, and Combined) for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, are hereby approved. The Executive Director is hereby authorized and directed to place the budgets so approved in final form, with such changes as shall be necessary or advisable to comply with the Magnolia Power Project Bond Indentures and Power Sales Contracts; and the budgets hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

Magnolia Power Project Combined
(\$000s)

	Project A	Project B											Total	Estimated	
	Net	Net					Fuel	Fuel	Operation				Cost	Energy (MWh)	
	Debt	Debt					Transportation &	Maintenance	and	Major	Capital	GHG Allowance	Direct	Indirect	To
Month	Service	Service	Fuel Cost	Contingency	Common Costs	Maintenance	Maintenance	Improvements	Contingency *	Expenses	Expenses	Authority	Scheduled		
July	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Aug	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Sep	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
3-Month	4,671	186	0	0	2,058	6,963	4,401	45	0	93	198	18,615	370,023		
Oct	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Nov	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Dec	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
6-Month	9,342	372	0	0	4,116	13,926	8,802	90	0	186	396	37,230	740,046		
Jan	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Feb	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Mar	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
9-Month	14,013	558	0	0	6,174	20,889	13,203	135	0	279	594	55,845	1,110,069		
Apr	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
May	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Jun	1,557	62	0	0	686	2,321	1,467	15	0	31	66	6,205	123,341		
Full Year	18,684	744	0	0	8,232	27,852	17,604	180	0	372	792	74,460	1,480,092		

* Not to be billed unless a Participant fails to provide sufficient GHG credits

In such a case, only the deficient Participant will be billed

Upon request of any Participant, the budget shall be amended to delete this item

once all Participants have approved, executed and delivered the Greenhouse Gas Compliance

Instrument Agreement approved by the SCPPA Board of Directors on May 15, 2014

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Magnolia Power Project Combined
(\$000s)

Revenues					Revenue Fund Disbursements					Total Revenue Fund Disburse- ments
Month	Monthly Power Costs	Project A Interest Earnings	Project B Interest Earnings	Total Revenues	Operating Account	Operating Reserve Subaccount	Project A Debt Service Account	Project B Debt Service Account	Reserve & Contingency Account	
July	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Aug	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Sep	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
3-Month	18,615	300	30	18,915	13,758	0	4,971	216	0	18,945
Oct	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Nov	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Dec	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
6-Month	37,230	600	60	37,830	27,516	0	9,942	432	0	37,890
Jan	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Feb	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Mar	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
9-Month	55,845	900	90	56,745	41,274	0	14,913	648	0	56,835
Apr	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
May	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Jun	6,205	100	10	6,315	4,586	0	1,657	72	0	6,315
Total	74,460	1,200	120	75,780	55,032	0	19,884	864	0	75,780

RESOLUTION NO. 2025-049

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
MAMMOTH CASA DIABLO IV GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Mammoth Casa Diablo IV Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Mammoth Casa Diablo IV Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

25-Apr-25

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Mammoth Casa Diablo IV Geothermal Project
(\$000)

Page 1

Month	PPA Payments	Working Capital	Excess Energy	Direct Admin. & General	Indirect Admin. & General	Excess Monthly Generation	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,904
Aug	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,904
Sep	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,520
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,226	\$0	\$0	\$6	\$33	\$0	\$2,265	35,328
Oct	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,904
Nov	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,520
Dec	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,904
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,226	\$0	\$0	\$6	\$33	\$0	\$2,265	35,328
Jan	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,785
Feb	\$742	\$0	\$0	\$2	\$11	\$0	\$755	10,644
Mar	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,785
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,226	\$0	\$0	\$6	\$33	\$0	\$2,265	34,214
Apr	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,405
May	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,785
Jun	\$742	\$0	\$0	\$2	\$11	\$0	\$755	11,405
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,226	\$0	\$0	\$6	\$33	\$0	\$2,265	34,595
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	8,904	\$0	\$0	\$24	\$132	\$0	\$9,060	139,465

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Mammoth Casa Diablo IV Geothermal Project
(\$000)

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Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
-----	-----	-----	-----	-----	-----	-----
Jul	\$755	\$0	\$755	\$755	\$0	\$755
Aug	\$755	\$0	\$755	\$755	\$0	\$755
Sep	\$755	\$0	\$755	\$755	\$0	\$755
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,265	\$0	\$2,265	\$2,265	\$0	\$2,265
Oct	\$755	\$0	\$755	\$755	\$0	\$755
Nov	\$755	\$0	\$755	\$755	\$0	\$755
Dec	\$755	\$0	\$755	\$755	\$0	\$755
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,265	\$0	\$2,265	\$2,265	\$0	\$2,265
Jan	\$755	\$0	\$755	\$755	\$0	\$755
Feb	\$755	\$0	\$755	\$755	\$0	\$755
Mar	\$755	\$0	\$755	\$755	\$0	\$755
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,265	\$0	\$2,265	\$2,265	\$0	\$2,265
Apr	\$755	\$0	\$755	\$755	\$0	\$755
May	\$755	\$0	\$755	\$755	\$0	\$755
Jun	\$755	\$0	\$755	\$755	\$0	\$755
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,265	\$0	\$2,265	\$2,265	\$0	\$2,265
=====	=====	=====	=====	=====	=====	=====
Total FY	\$9,060	\$0	\$9,060	\$9,060	\$0	\$9,060

(Project Roll Call Vote)

RESOLUTION NO. 2025-050

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY APPROVING THE BUDGET FOR
MEAD-ADELANTO LADWP PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Mead-Adelanto LADWP Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Mead-Adelanto LADWP Project Bond Indenture and Transmission Service Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

4/25/2025

ANNUAL BUDGET
MEAD-ADELANTO TRANSMISSION PROJECT - LADWP
JULY 1, 2025 through June 30, 2026
(000's)

Page 1

<u>Month</u>	<u>Net Debt Service</u>	<u>Working Capital</u>	<u>Operation And Maintenance**</u>	<u>Capital Improvements</u>	<u>Direct Admin. & General *</u>	<u>Indirect Admin. & General *</u>	<u>Property Taxes</u>	<u>Total Transmission Costs</u>
Jul	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
Aug	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
Sep	<u>\$226</u>	\$0	\$65	<u>\$18</u>	<u>\$5</u>	\$1	<u>\$5</u>	<u>\$320</u>
Subtotal	\$678	\$0	\$195	\$54	\$15	\$3	\$15	\$960
Oct	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
Nov	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
Dec	<u>\$226</u>	\$0	\$65	<u>\$18</u>	<u>\$5</u>	\$1	<u>\$5</u>	<u>\$320</u>
Subtotal	\$678	\$0	\$195	\$54	\$15	\$3	\$15	\$960
Jan	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
Feb	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
Mar	<u>\$226</u>	\$0	\$65	<u>\$18</u>	<u>\$5</u>	\$1	<u>\$5</u>	<u>\$320</u>
Subtotal	\$678	\$0	\$195	\$54	\$15	\$3	\$15	\$960
Apr	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
May	\$226	\$0	\$65	\$18	\$5	\$1	\$5	\$320
June	<u>\$226</u>	\$0	\$65	<u>\$18</u>	<u>\$5</u>	\$1	<u>\$5</u>	<u>\$320</u>
Subtotal	\$678	\$0	\$195	\$54	\$15	\$3	\$15	\$960
Annual Total	\$2,712	\$0	\$780	\$216	\$60	\$12	\$60	\$3,840

* Net of Payments from Western

4/25/2025

ANNUAL BUDGET
MEAD-ADELANTO TRANSMISSION PROJECT - LADWP
JULY 1, 2025 through June 30, 2026
(000's)

Page 2

Revenues			Disbursements						
<u>Month</u>	<u>Monthly Transmission Costs</u>	<u>Interest Earnings</u>	<u>Total Revenues</u>	<u>Operating Fund *</u>	<u>Debt Service Account</u>	<u>Renewal & Replacement Account</u>	<u>Debt Service Reserve Account</u>	<u>Surplus Account</u>	<u>Total Revenue Fund Disbursements</u>
Jul	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
Aug	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
Sep	<u>\$320</u>	<u>\$4</u>	<u>\$324</u>	<u>\$76</u>	<u>\$230</u>	<u>\$18</u>	<u>\$0</u>	<u>\$0</u>	<u>\$324</u>
Subtotal	\$960	\$12	\$972	\$228	\$690	\$54	\$0	\$0	\$972
Oct	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
Nov	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
Dec	<u>\$320</u>	<u>\$4</u>	<u>\$324</u>	<u>\$76</u>	<u>\$230</u>	<u>\$18</u>	<u>\$0</u>	<u>\$0</u>	<u>\$324</u>
Subtotal	\$960	\$12	\$972	\$228	\$690	\$54	\$0	\$0	\$972
Jan	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
Feb	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
Mar	<u>\$320</u>	<u>\$4</u>	<u>\$324</u>	<u>\$76</u>	<u>\$230</u>	<u>\$18</u>	<u>\$0</u>	<u>\$0</u>	<u>\$324</u>
Subtotal	\$960	\$12	\$972	\$228	\$690	\$54	\$0	\$0	\$972
Apr	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
May	\$320	\$4	\$324	\$76	\$230	\$18	\$0	\$0	\$324
June	<u>\$320</u>	<u>\$4</u>	<u>\$324</u>	<u>\$76</u>	<u>\$230</u>	<u>\$18</u>	<u>\$0</u>	<u>\$0</u>	<u>\$324</u>
Subtotal	\$960	\$12.0	\$972	\$228	\$690	\$54	\$0	\$0	\$972
Annual Total	\$3,840	\$48	\$3,888	\$912	\$2,760	\$216	\$0	\$0	\$3,888

* To the extent sufficient monies exist in the Operating Account, such monies will be deposited into the Operating Reserve Subaccount.

(Project Roll Call Vote)

RESOLUTION NO. 2025-051

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE BUDGET FOR
MEAD-ADELANTO PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Mead-Adelanto Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Mead-Adelanto Project Bond Indenture and Transmission Service Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

4/25/2025

ANNUAL BUDGET
MEAD-ADELANTO TRANSMISSION PROJECT
JULY 1, 2025 through June 30, 2026
(000's)

Page 1

<u>Month</u>	<u>Net Debt Service</u>	<u>Operation And Maintenance</u>	<u>Capital Improvements</u>	<u>Member Direct Admin. & General *</u>	<u>Member Indirect Admin. & General *</u>	<u>Property Taxes</u>	<u>Total Transmission Costs</u>
Jul	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
Aug	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
Sep	<u>(\$4)</u>	\$253	<u>\$69</u>	<u>\$11</u>	\$4	<u>\$13</u>	<u>\$346</u>
Subtotal	(\$12)	\$759	\$207	\$33	\$12	\$39	\$1,038
Oct	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
Nov	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
Dec	<u>(\$4)</u>	\$253	<u>\$69</u>	<u>\$11</u>	\$4	<u>\$13</u>	<u>\$346</u>
Subtotal	(\$12)	\$759	\$207	\$33	\$12	\$39	\$1,038
Jan	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
Feb	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
Mar	<u>(\$4)</u>	\$253	<u>\$69</u>	<u>\$11</u>	\$4	<u>\$13</u>	<u>\$346</u>
Subtotal	(\$12)	\$759	\$207	\$33	\$12	\$39	\$1,038
Apr	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
May	(\$4)	\$253	\$69	\$11	\$4	\$13	\$346
June	<u>(\$4)</u>	\$253	<u>\$69</u>	<u>\$11</u>	\$4	<u>\$13</u>	<u>\$346</u>
Subtotal	(\$12)	\$759	\$207	\$33	\$12	\$39	\$1,038
Annual Total	(\$48)	\$3,036	\$828	\$132	\$48	\$156	\$4,152

* Net of Payments from Western

ANNUAL BUDGET
MEAD-ADELANTO TRANSMISSION PROJECT
JULY 1, 2025 through June 30, 2026
(000's)

Revenues					Disbursements					
Month	Monthly Transmission Costs	Interest Earnings	Payments from Western	Total Revenues	Operating Fund *	Debt Service Account	Renewal & Replacement Account	Debt Service Reserve Account	Surplus Account	Total Revenue Fund Disbursements
Jul	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
Aug	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
Sep	<u>\$346</u>	<u>\$4</u>	<u>\$2</u>	<u>\$352</u>	<u>\$283</u>	<u>\$0</u>	<u>\$69</u>	<u>\$0</u>	<u>\$0</u>	<u>\$352</u>
Subtotal	\$1,038	\$12	\$6	\$1,056	\$849	\$0	\$207	\$0	\$0	\$1,056
Oct	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
Nov	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
Dec	<u>\$346</u>	<u>\$4</u>	<u>\$2</u>	<u>\$352</u>	<u>\$283</u>	<u>\$0</u>	<u>\$69</u>	<u>\$0</u>	<u>\$0</u>	<u>\$352</u>
Subtotal	\$1,038	\$12	\$6	\$1,056	\$849	\$0	\$207	\$0	\$0	\$1,056
Jan	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
Feb	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
Mar	<u>\$346</u>	<u>\$4</u>	<u>\$2</u>	<u>\$352</u>	<u>\$283</u>	<u>\$0</u>	<u>\$69</u>	<u>\$0</u>	<u>\$0</u>	<u>\$352</u>
Subtotal	\$1,038	\$12	\$6	\$1,056	\$849	\$0	\$207	\$0	\$0	\$1,056
Apr	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
May	\$346	\$4	\$2	\$352	\$283	\$0	\$69	\$0	\$0	\$352
June	<u>\$346</u>	<u>\$4</u>	<u>\$2</u>	<u>\$352</u>	<u>\$283</u>	<u>\$0</u>	<u>\$69</u>	<u>\$0</u>	<u>\$0</u>	<u>\$352</u>
Subtotal	\$1,038	\$12	\$6	\$1,056	\$849	\$0	\$207	\$0	\$0	\$1,056
Annual Total	\$4,152	\$48	\$24	\$4,224	\$3,396	\$0	\$828	\$0	\$0	\$4,224

* To the extent sufficient monies exist in the Operating Account, such monies will be deposited into the Operating Reserve Subaccount.

(Project Roll Call Vote)

RESOLUTION NO. 2025-052

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
MEAD-PHOENIX LADWP PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Mead-Phoenix-LADWP Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Mead-Phoenix LADWP Project Bond Indenture and Transmission Service Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET
MEAD-PHOENIX TRANSMISSION PROJECT LADWP
July 1, 2025 through June 30, 2026
(000's)

Month	Net Debt Service	Working Capital	Operation And Maintenance			Capital Improve- ments	Direct Admin. & General *	Indirect Admin. & General *	Property Taxes	Total Transmission Costs
			----- Component A	Component B	Component C					
Jul	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
Aug	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
Sep	<u>\$183</u>	\$0	<u>\$31</u>	<u>\$0</u>	<u>\$12</u>	<u>\$72</u>	<u>\$5</u>	\$1	<u>\$13</u>	<u>\$317</u>
Subtotal	\$549	\$0	\$93	\$0	\$36	\$216	\$15	\$3	\$39	\$951
Oct	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
Nov	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
Dec	<u>\$183</u>	\$0	<u>\$31</u>	<u>\$0</u>	<u>\$12</u>	<u>\$72</u>	<u>\$5</u>	\$1	<u>\$13</u>	<u>\$317</u>
Subtotal	\$549	\$0	\$93	\$0	\$36	\$216	\$15	\$3	\$39	\$951
Jan	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
Feb	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
Mar	<u>\$183</u>	\$0	<u>\$31</u>	<u>\$0</u>	<u>\$12</u>	<u>\$72</u>	<u>\$5</u>	\$1	<u>\$13</u>	<u>\$317</u>
Subtotal	\$549	\$0	\$93	\$0	\$36	\$216	\$15	\$3	\$39	\$951
Apr	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
May	\$183	\$0	\$31	\$0	\$12	\$72	\$5	\$1	\$13	\$317
June	<u>\$183</u>	\$0	<u>\$31</u>	<u>\$0</u>	<u>\$12</u>	<u>\$72</u>	<u>\$5</u>	\$1	<u>\$13</u>	<u>\$317</u>
Subtotal	\$549	\$0	\$93	\$0	\$36	\$216	\$15	\$3	\$39	\$951
Annual Total	\$2,196	\$0	\$372	\$0	\$144	\$864	\$60	\$12	\$156	\$3,804

ANNUAL BUDGET
MEAD-PHOENIX TRANSMISSION PROJECT LADWP
July 1, 2025 through June 30, 2026
(000's)

Revenues			Disbursements						
Month	Monthly Transmission Costs	Interest Earnings	Total Revenues	Operating Fund *	Debt Service Account	Renewal & Replacement Account	Debt Service Reserve Account	Surplus Account	Total Revenue Fund Disbursements
Jul	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
Aug	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
Sep	<u>\$317</u>	<u>\$4.0</u>	<u>\$321</u>	<u>\$62</u>	<u>\$187</u>	<u>\$72</u>	<u>\$0</u>	<u>\$0</u>	<u>\$321</u>
Subtotal	\$951	\$12.0	\$963	\$186	\$561	\$216	\$0	\$0	\$963
Oct	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
Nov	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
Dec	<u>\$317</u>	<u>\$4.0</u>	<u>\$321</u>	<u>\$62</u>	<u>\$187</u>	<u>\$72</u>	<u>\$0</u>	<u>\$0</u>	<u>\$321</u>
Subtotal	\$951	\$12.0	\$963	\$186	\$561	\$216	\$0	\$0	\$963
Jan	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
Feb	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
Mar	<u>\$317</u>	<u>\$4.0</u>	<u>\$321</u>	<u>\$62</u>	<u>\$187</u>	<u>\$72</u>	<u>\$0</u>	<u>\$0</u>	<u>\$321</u>
Subtotal	\$951	\$12.0	\$963	\$186	\$561	\$216	\$0	\$0	\$963
Apr	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
May	\$317	\$4.0	\$321	\$62	\$187	\$72	\$0	\$0	\$321
June	<u>\$317</u>	<u>\$4.0</u>	<u>\$321</u>	<u>\$62</u>	<u>\$187</u>	<u>\$72</u>	<u>\$0</u>	<u>\$0</u>	<u>\$321</u>
Subtotal	\$951	\$12.0	\$963	\$186	\$561	\$216	\$0	\$0	\$963
Annual Total	\$3,804	\$48	\$3,852	\$744	\$2,244	\$864	\$0	\$0	\$3,852

* To the extent sufficient monies exist in the Operating Account, such monies will be deposited into the Operating Reserve Subaccount.

(Project Roll Call Vote)

RESOLUTION NO. 2025-053

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
MEAD-PHOENIX PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Mead-Phoenix Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Mead-Phoenix Project Bond Indenture and Transmission Service Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

4/25/2025

ANNUAL BUDGET
MEAD-PHOENIX TRANSMISSION PROJECT
July 1, 2025 through June 30, 2026
(000's)

Page 1

<u>Month</u>	<u>Debt Service</u>	<u>Operation And Maintenance</u>			<u>Capital Improve-ments</u>	<u>Member Direct Admin. & General *</u>	<u>Member Indirect Admin. & General *</u>	<u>Property Taxes</u>	<u>Total Transmission Costs</u>
		<u>Component A</u>	<u>Component B</u>	<u>Component C</u>					
Jul	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
Aug	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
Sep	<u>(\$4)</u>	<u>\$49</u>	<u>\$17</u>	<u>\$37</u>	<u>\$214</u>	\$5	\$3	<u>\$13</u>	<u>\$334</u>
Subtotal	(\$12)	\$147	\$51	\$111	\$642	\$15	\$9	\$39	\$1,002
Oct	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
Nov	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
Dec	<u>(\$4)</u>	<u>\$49</u>	<u>\$17</u>	<u>\$37</u>	<u>\$214</u>	\$5	\$3	<u>\$13</u>	<u>\$334</u>
Subtotal	(\$12)	\$147	\$51	\$111	\$642	\$15	\$9	\$39	\$1,002
Jan	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
Feb	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
Mar	<u>(\$4)</u>	<u>\$49</u>	<u>\$17</u>	<u>\$37</u>	<u>\$214</u>	\$5	\$3	<u>\$13</u>	<u>\$334</u>
Subtotal	(\$12)	\$147	\$51	\$111	\$642	\$15	\$9	\$39	\$1,002
Apr	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
May	(\$4)	\$49	\$17	\$37	\$214	\$5	\$3	\$13	\$334
June	<u>(\$4)</u>	<u>\$49</u>	<u>\$17</u>	<u>\$37</u>	<u>\$214</u>	\$5	\$3	<u>\$13</u>	<u>\$334</u>
Subtotal	(\$12)	\$147	\$51	\$111	\$642	\$15	\$9	\$39	\$1,002
Annual Total	(\$48)	\$588	\$204	\$444	\$2,568	\$60	\$36	\$156	\$4,008

* Net of Payments from Western

ANNUAL BUDGET
MEAD-PHOENIX TRANSMISSION PROJECT
July 1, 2025 through June 30, 2026
(000's)

Revenues					Disbursements					
<u>Month</u>	<u>Monthly Transmission Costs</u>	<u>Interest Earnings</u>	<u>Payments from Western</u>	<u>Total Revenues</u>	<u>Operating Fund *</u>	<u>Debt Service Account</u>	<u>Renewal & Replacement Account</u>	<u>Debt Service Reserve Account</u>	<u>Surplus Account</u>	<u>Total Revenue Fund Disbursements</u>
Jul	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
Aug	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
Sep	<u>\$334</u>	<u>\$4</u>	<u>\$9</u>	<u>\$347</u>	<u>\$133</u>	<u>\$0</u>	<u>\$214</u>	<u>\$0</u>	<u>\$0</u>	<u>\$347</u>
Subtotal	\$1,002	\$12	\$27	\$1,041	\$399	\$0	\$642	\$0	\$0	\$1,041
Oct	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
Nov	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
Dec	<u>\$334</u>	<u>\$4</u>	<u>\$9</u>	<u>\$347</u>	<u>\$133</u>	<u>\$0</u>	<u>\$214</u>	<u>\$0</u>	<u>\$0</u>	<u>\$347</u>
Subtotal	\$1,002	\$12	\$27	\$1,041	\$399	\$0	\$642	\$0	\$0	\$1,041
Jan	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
Feb	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
Mar	<u>\$334</u>	<u>\$4</u>	<u>\$9</u>	<u>\$347</u>	<u>\$133</u>	<u>\$0</u>	<u>\$214</u>	<u>\$0</u>	<u>\$0</u>	<u>\$347</u>
Subtotal	\$1,002	\$12	\$27	\$1,041	\$399	\$0	\$642	\$0	\$0	\$1,041
Apr	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
May	\$334	\$4	\$9	\$347	\$133	\$0	\$214	\$0	\$0	\$347
June	<u>\$334</u>	<u>\$4</u>	<u>\$9</u>	<u>\$347</u>	<u>\$133</u>	<u>\$0</u>	<u>\$214</u>	<u>\$0</u>	<u>\$0</u>	<u>\$347</u>
Subtotal	\$1,002	\$12	\$27	\$1,041	\$399	\$0	\$642	\$0	\$0	\$1,041
Annual Total	\$4,008	\$48	\$108	\$4,164	\$1,596	\$0	\$2,568	\$0	\$0	\$4,164

* To the extent sufficient monies exist in the Operating Account, such monies will be deposited into the Operating Reserve Subaccount.

RESOLUTION NO. 2025-054

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
MILFORD I WIND PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Milford I Wind Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Milford I Wind Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
Milford I Wind Project
(\$000)

Month	Net Debt Service on Prepaid Energy	Excess Environmental Energy	Attributes	Taxes & Insurance	LADWP PM	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power to be Scheduled *	Estimated Energy (MWH)
Jul	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	31,140
Aug	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	28,317
Sep	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	25,464
Subtotal	\$3,600	\$363	\$1,473	\$699	\$9	\$33	\$18	\$6,195	84,920
Oct	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	21,654
Nov	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	26,512
Dec	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	35,435
Subtotal	\$3,600	\$363	\$1,473	\$699	\$9	\$33	\$18	\$6,195	83,601
Jan	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	32,584
Feb	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	30,859
Mar	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	33,166
Subtotal	\$3,600	\$363	\$1,473	\$699	\$9	\$33	\$18	\$6,195	96,610
Apr	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	28,787
May	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	28,861
Jun	\$1,200	\$121	\$491	\$233	\$3	\$11	\$6	\$2,065	34,472
Subtotal	\$3,600	\$363	\$1,473	\$699	\$9	\$33	\$18	\$6,195	92,120
Total FY	\$14,400	\$1,452	\$5,892	\$2,796	\$36	\$132	\$72	\$24,780	357,252

* Excess Energy = all Expected Energy above guaranteed (prepaid) 338,215 MWH

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Milford I Wind Project
(\$000)

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Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings	Total Revenues	Operating Fund	Debt Service	Total Revenue Fund Disbursements
Jul	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Aug	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Sep	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Subtotal	\$6,195	\$123	\$6,318	\$2,595	\$3,723	\$6,318
Oct	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Nov	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Dec	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Subtotal	\$6,195	\$123	\$6,318	\$2,595	\$3,723	\$6,318
Jan	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Feb	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Mar	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Subtotal	\$6,195	\$123	\$6,318	\$2,595	\$3,723	\$6,318
Apr	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
May	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Jun	\$2,065	\$41	\$2,106	\$865	\$1,241	\$2,106
Subtotal	\$6,195	\$123	\$6,318	\$2,595	\$3,723	\$6,318
Total FY	\$24,780	\$492	\$25,272	\$10,380	\$14,892	\$25,272

RESOLUTION NO. 2025-055

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
MILFORD II WIND PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Milford II Wind Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Milford II Wind Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
Milford II Wind Project
(\$000)

Month	Net Debt Service on Prepaid Energy	Excess Energy	Environmental Attributes	Taxes & Insurance	LADWP PM	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWHs)
Jul	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	14,457
Aug	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	13,234
Sep	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	11,357
Subtotal	\$2,508	\$0	\$945	\$375	\$9	\$33	\$9	\$3,879	39,048
Oct	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	10,135
Nov	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	14,498
Dec	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	17,024
Subtotal	\$2,508	\$0	\$945	\$375	\$9	\$33	\$9	\$3,879	41,657
Jan	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	14,969
Feb	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	14,642
Mar	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	14,082
Subtotal	\$2,508	\$0	\$945	\$375	\$9	\$33	\$9	\$3,879	43,694
Apr	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	14,194
May	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	14,792
Jun	\$836	\$0	\$315	\$125	\$3	\$11	\$3	\$1,293	16,599
Subtotal	\$2,508	\$0	\$945	\$375	\$9	\$33	\$9	\$3,879	45,584
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$10,032	\$0	\$3,780	\$1,500	\$36	\$132	\$36	\$15,516	169,983

* Excess Energy = all Expected Energy above guaranteed (prepaid) 183,900 MWH

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Milford II Wind Project
(\$000)

Page 2

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings	Total Revenues	Operating Fund	Debt Service	Total Revenue Fund Disbursements
Jul	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Aug	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Sep	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Subtotal	\$3,879	\$60	\$3,939	\$1,371	\$2,568	\$3,939
Oct	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Nov	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Dec	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Subtotal	\$3,879	\$60	\$3,939	\$1,371	\$2,568	\$3,939
Jan	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Feb	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Mar	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Subtotal	\$3,879	\$60	\$3,939	\$1,371	\$2,568	\$3,939
Apr	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
May	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Jun	\$1,293	\$20	\$1,313	\$457	\$856	\$1,313
Subtotal	\$3,879	\$60	\$3,939	\$1,371	\$2,568	\$3,939
Total FY	\$15,516	\$240	\$15,756	\$5,484	\$10,272	\$15,756

RESOLUTION NO. 2025-056

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
NORTHERN NEVADA GEOTHERMAL PORTFOLIO PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Northern Nevada Geothermal Portfolio Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Northern Nevada Geothermal Portfolio Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Northern Nevada Portfolio Geothermal Project
(\$000)

Month	PPA Payments	LADWP Project Manager	Direct Admin. & General	Indirect Admin. & General	Working Capital	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$8,018	\$6	\$4	\$16	\$0	\$8,044	81,012
Aug	\$8,018	\$6	\$4	\$16	\$0	\$8,044	88,772
Sep	\$8,018	\$6	\$4	\$16	\$0	\$8,044	94,454
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Subtotal	\$24,054	\$18	\$12	\$48	\$0	\$24,132	264,237
Oct	\$8,018	\$6	\$4	\$16	\$0	\$8,044	101,993
Nov	\$8,018	\$6	\$4	\$16	\$0	\$8,044	119,937
Dec	\$8,018	\$6	\$4	\$16	\$0	\$8,044	129,555
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Subtotal	\$24,054	\$18	\$12	\$48		\$24,132	351,485
Jan	\$8,018	\$6	\$4	\$16	\$0	\$8,044	126,896
Feb	\$8,018	\$6	\$4	\$16	\$0	\$8,044	113,884
Mar	\$8,018	\$6	\$4	\$16	\$0	\$8,044	112,604
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Subtotal	\$24,054	\$18	\$12	\$48		\$24,132	353,384
Apr	\$8,018	\$6	\$4	\$16	\$0	\$8,044	112,167
May	\$8,018	\$6	\$4	\$16	\$0	\$8,044	107,044
Jun	\$8,018	\$6	\$4	\$16	\$0	\$8,044	86,091
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Subtotal	\$24,054	\$18	\$12	\$48	\$0	\$24,132	305,301
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$96,216	\$72	\$48	\$192	\$0	\$96,528	1,274,407

July 1, 2025 through June 30, 2026
Northern Nevada Portfolio Geothermal Project
(\$000)

Month	Revenues			Revenue Fund Disbursements		
	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Aug	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Sep	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Subtotal	\$24,132	\$99	\$24,231	\$24,231	\$0	\$24,231
Oct	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Nov	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Dec	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Subtotal	\$24,132	\$99	\$24,231	\$24,231	\$0	\$24,231
Jan	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Feb	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Mar	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Subtotal	\$24,132	\$99	\$24,231	\$24,231	\$0	\$24,231
Apr	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
May	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Jun	\$8,044	\$33	\$8,077	\$8,077	\$0	\$8,077
Subtotal	\$24,132	\$99	\$24,231	\$24,231	\$0	\$24,231
Total FY	\$96,528	\$396	\$96,924	\$96,924	\$0	\$96,924

RESOLUTION NO. 2025-057

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ORMESA GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Ormesa Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Ormesa Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May, 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
Ormesa Geothermal Energy Projects
(\$000)

Month	PPA Payments	LADWP Project Manager	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----
Jul	\$1,631	\$3	\$4	\$10	\$1,648	18,175
Aug	\$1,631	\$3	\$4	\$10	\$1,648	16,689
Sep	\$1,631	\$3	\$4	\$10	\$1,648	18,946
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Subtotal	\$4,893	\$9	\$12	\$30	\$4,944	53,810
Oct	\$1,631	\$3	\$4	\$10	\$1,648	21,813
Nov	\$1,631	\$3	\$4	\$10	\$1,648	24,163
Dec	\$1,631	\$3	\$4	\$10	\$1,648	25,382
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Subtotal	\$4,893	\$9	\$12	\$30	\$4,944	71,358
Jan	\$1,631	\$3	\$4	\$10	\$1,648	23,127
Feb	\$1,631	\$3	\$4	\$10	\$1,648	19,742
Mar	\$1,631	\$3	\$4	\$10	\$1,648	22,662
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Subtotal	\$4,893	\$9	\$12	\$30	\$4,944	65,530
Apr	\$1,631	\$3	\$4	\$10	\$1,648	21,684
May	\$1,631	\$3	\$4	\$10	\$1,648	21,316
Jun	\$1,631	\$3	\$4	\$10	\$1,648	19,640
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Subtotal	\$4,893	\$9	\$12	\$30	\$4,944	62,641
=====	=====	=====	=====	=====	=====	=====
Total FY	\$19,572	\$36	\$48	\$120	\$19,776	253,340

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
Ormesa Geothermal Energy Projects
(\$000)

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Disbursements
Jul	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Aug	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Sep	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Subtotal	\$4,944	\$21	\$4,965	\$4,965	\$0	\$4,965
Oct	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Nov	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Dec	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Subtotal	\$4,944	\$21	\$4,965	\$4,965	\$0	\$4,965
Jan	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Feb	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Mar	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Subtotal	\$4,944	\$21	\$4,965	\$4,965	\$0	\$4,965
Apr	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
May	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Jun	\$1,648	\$7	\$1,655	\$1,655	\$0	\$1,655
Subtotal	\$4,944	\$21	\$4,965	\$4,965	\$0	\$4,965
Total FY	\$19,776	\$84	\$19,860	\$19,860	\$0	\$19,860

(Project Roll Call Vote)

RESOLUTION NO. 2025-058

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE BUDGET FOR
PALO VERDE PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Palo Verde Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Palo Verde Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for the Palo Verde Project for the Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

25-Apr-25

ANNUAL BUDGET
Power Supply Year
July 1, 2025 Through June 30, 2026
Authority Interest in Palo Verde Nuclear Generating Station (1)
(\$000)

Page 1

<u>Minimum Cost Component (2)</u>										
Generating Station										
Month	Net Debt Service (4)	Operation and Mainten- ance (5)	APS Admin.& General (5)	Insurance (6)	Renewals and Replace- ments (5)	Additional Decommis- sioning Reqmt.(7)	Taxes(8)	Direct A&G Expenses (9)	Indirect A&G Expenses (9)	Subtotal Minimum Cost Component
Jul	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Aug	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Sep	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Subtotal	(\$393)	\$9,681	\$1,845	\$60	\$5,013	\$0	\$624	\$75	\$153	\$17,058
Oct	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Nov	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Dec	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Subtotal	(\$393)	\$9,681	\$1,845	\$60	\$5,013	\$0	\$624	\$75	\$153	\$17,058
Jan	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Feb	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Mar	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Subtotal	(\$393)	\$9,681	\$1,845	\$60	\$5,013	\$0	\$624	\$75	\$153	\$17,058
Apr	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
May	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Jun	(\$131)	\$3,227	\$615	\$20	\$1,671	\$0	\$208	\$25	\$51	\$5,686
Subtotal	(\$393)	\$9,681	\$1,845	\$60	\$5,013	\$0	\$624	\$75	\$153	\$17,058
Total FY	(\$1,572)	\$38,724	\$7,380	\$240	\$20,052	\$0	\$2,496	\$300	\$612	\$68,232

25-Apr-25

ANNUAL BUDGET
Power Supply Year
July 1, 2025 Through June 30, 2026
Authority Interest in Palo Verde Nuclear Generating Station (1)
(\$000)

Page 2

Variable Cost Component (3)

		Transmission				Subtotal Variable Cost Component	Total Cost of Power to Authority (12)	Estimated Energy to be Scheduled (MWh)(13)
Month	Combined Nuclear Fuel	Debt Ser- vice ANPP Transm. Sys. (4)	Payments to SRP (11)	Debt Service PV Swyd.	Palo Verde Switchyd. O&M and Taxes (11)			
Jul	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	176,761
Aug	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	176,761
Sep	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	171,059
Subtotal	\$3,096	(\$6.00)	\$111	(\$1)	\$36	\$3,236	\$20,294	524,581
Oct	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	136,847
Nov	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	131,145
Dec	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	176,761
Subtotal	\$3,096	(\$6.00)	\$111	(\$1)	\$36	\$3,236	\$20,294	444,754
Jan	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	176,761
Feb	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	159,655
Mar	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	169,158
Subtotal	\$3,096	(\$6.00)	\$111	(\$1)	\$36	\$3,236	\$20,294	505,574
Apr	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	114,039
May	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	172,960
Jun	\$1,032	(\$2.00)	\$37	(\$0)	\$12	\$1,079	\$6,765	171,059
Subtotal	\$3,096	(\$6.00)	\$111	(\$1)	\$36	\$3,236	\$20,294	458,058
Total FY	\$12,384	(\$24.00)	\$444	(\$2)	\$144	\$12,946	\$81,178	1,932,967

25-Apr-25

ANNUAL BUDGET
Power Supply Year
July 1, 2025 Through June 30, 2026
Authority Interest in Palo Verde Nuclear Generating Station (1)
(\$000)

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Footnotes:

- (1) Based on latest approved ANPP Annual Budget for 2025 and estimate for 2026.
- (2) Establishes the basis for the billing of the minimum cost component of Monthly Power Costs pursuant to Section 5.2, Adoption of Annual Budget, of the Power Sales Contracts with the Project Participants.
- (3) Establishes the rate for billing of the variable cost component of Monthly Power Costs pursuant to Section 5.2, Adoption of Annual Budget, of the Power Sales Contracts with the Project Participants. Such rate of billing is determined by dividing the fiscal year total of the "Subtotal Variable Cost Component" column by the fiscal year total of the "Estimated Energy to be Scheduled" column. The monthly Variable cost Component is determined by multiplying such rate of billing by the actual energy delivered to the Authority at the high voltage bus of the Palo Verde High Voltage Switchyard.
- (4) This represents the portion of such interest earnings attributable to the generation side of the Palo Verde High Voltage Switchyard.
- (5) Based on recent history, payroll loads included in A&G only.
- (6) Based on APS Forecast. Includes nuclear insurance.
- (7) "Additional Decommissioning Requirement" represents a sinking fund allowance, which was based, in part, on APS' estimate for decommissioning each unit.
- (8) Based on estimate as provided by SCPPA-LA.
- (9) Based on amounts estimated by Authority.
- (10) Based on Amendment No. 1 to the Authority's Transmission Agreement with SRP, dated as of August 25, 1982. Includes Taxes, O&M, Dispatch and Wheeling.
- (11) Based on recent history of financial transmission losses billed to SCPPA.
- (12) Sum of Minimum Cost Component and Variable Cost Component.
- (13) At the high voltage bus of the Palo Verde High Voltage Switchyard. Computed as the Authority's share of estimated total generation at the Project site based on latest approved data from APS.

RESOLUTION NO. 2025-059

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
PEBBLE SPRINGS WIND PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Pebble Springs Wind Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Pebble Springs Wind Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
Pebble Springs Wind Project
(\$000)

Month	PPA Payments	Transmission & Imbalance Charge *	Avangrid Wind Integration Charge	Cost Component Transmission/ Exchange			LADWP Project Mang.	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH)
				Burbank	Glendale	Los Angeles					
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Jul	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	22,465
Aug	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	19,810
Sep	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	17,185
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Subtotal	\$3,675	\$393	\$354	\$165	\$459	\$1,578	\$15	\$12	\$30	\$6,681	59,461
Oct	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	10,936
Nov	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	9,171
Dec	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	9,095
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Subtotal	\$3,675	\$393	\$354	\$165	\$459	\$1,578	\$15	\$12	\$30	\$6,681	29,202
Jan	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	9,137
Feb	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	17,132
Mar	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	15,309
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Subtotal	\$3,675	\$393	\$354	\$165	\$459	\$1,578	\$15	\$12	\$30	\$6,681	41,579
Apr	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	20,687
May	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	25,524
Jun	\$1,225	\$131	\$118	\$55	\$153	\$526	\$5	\$4	\$10	\$2,227	22,405
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Subtotal	\$3,675	\$393	\$354	\$165	\$459	\$1,578	\$15	\$12	\$30	\$6,681	68,616
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$14,700	\$1,572	\$1,416	\$660	\$1,836	\$6,312	\$60	\$48	\$120	\$26,724	198,857

* Includes curtailment fees. Paid by LADWP and reimbursed by SCPPA.

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Pebble Springs Wind Project
(\$000)

Page 2

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Disbursements
Jul	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Aug	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Sep	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Subtotal	\$6,681	\$24	\$6,705	\$6,705	\$0	\$6,705
Oct	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Nov	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Dec	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Subtotal	\$6,681	\$24	\$6,705	\$6,705	\$0	\$6,705
Jan	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Feb	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Mar	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Subtotal	\$6,681	\$24	\$6,705	\$6,705	\$0	\$6,705
Apr	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
May	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Jun	\$2,227	\$8	\$2,235	\$2,235	\$0	\$2,235
Subtotal	\$6,681	\$24	\$6,705	\$6,705	\$0	\$6,705
Total FY	\$26,724	\$96	\$26,820	\$26,820	\$0	\$26,820

(Project Roll Call Vote)

RESOLUTION NO. 2025-060

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
PINEDALE NATURAL GAS RESERVES PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The four budgets for the Pinedale Natural Gas Reserves Project (Project A, Project B, Project C, and Combined) for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, are hereby approved. The Executive Director is hereby authorized and directed to place the budgets so approved in final form, with such changes as shall be necessary or advisable to comply with the Pinedale Natural Gas Reserves Project Agreements; and the budgets hereby approved, in such final form, shall constitute the Authority's Annual Budgets for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
PINEDALE NATURAL GAS PROJECT COMBINED
(\$000s)

<u>Month</u>	Total Project A Net Debt Service	SCPPA Capital (Drilling & Completion)	SCPPA Operating Expense*	SCPPA Gross Taxes	Member Direct A&G Expenses	Member Indirect A&G Expenses	Net Royalties **	SCPPA Net Oil Income	Total Cost of Gas to Authority
July	122	5	256	79	23	1	31	-74	443
Aug	122	5	256	79	23	1	31	-74	443
Sep	122	5	256	79	23	1	31	-74	443
3-Month	366	15	768	237	69	3	93	-222	1,329
Oct	122	5	256	79	23	1	31	-74	443
Nov	122	5	256	79	23	1	31	-74	443
Dec	122	5	256	79	23	1	31	-74	443
6-Month	732	30	1,536	474	138	6	186	-444	2,658
Jan	122	5	256	79	23	1	31	-74	443
Feb	122	5	256	79	23	1	31	-74	443
Mar	122	5	256	79	23	1	31	-74	443
9-Month	1,098	45	2,304	711	207	9	279	-666	3,987
Apr	122	5	256	79	23	1	31	-74	443
May	122	5	256	79	23	1	31	-74	443
Jun	122	5	256	79	23	1	31	-74	443
Full Year	1,464	60	3,072	948	276	12	372	-888	5,316

* Costs of Operator Joint Interest Billing plus Gathering Expense

** SCPPA pays gross taxes on entire interest, and receives a credit from sales of the royalty portion

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
PINEDALE NATURAL GAS PROJECT COMBINED
(\$000s)

Revenues						Revenue Fund Disbursements						Total Revenue Fund Disburse- ments
Month	Monthly Operating Costs	Interest Earnings	Royalty Gas Sales Revenues	Oil Sales Revenues	Total Revenues	Operating Account	SCPPA Royalties	Anaheim Project A Debt Service Account	Burbank Project A Debt Service Account	Colton Project A Debt Service Account	Reserve & Contingency Account	
July	443	5.00	0	74	522	395	0	78	32	17	0	522
Aug	443	5.00	0	74	522	395	0	78	32	17	0	522
Sep	443	5.00	0	74	522	395	0	78	32	17	0	522
3-Month	1,329	15.00	0	222	1,566	1,185	0	234	96	51	0	1,566
Oct	443	5.00	0	74	522	395	0	78	32	17	0	522
Nov	443	5.00	0	74	522	395	0	78	32	17	0	522
Dec	443	5.00	0	74	522	395	0	78	32	17	0	522
6-Month	2,658	30.00	0	444	3,132	2,370	0	468	192	102	0	3,132
Jan	443	5.00	0	74	522	395	0	78	32	17	0	522
Feb	443	5.00	0	74	522	395	0	78	32	17	0	522
Mar	443	5.00	0	74	522	395	0	78	32	17	0	522
9-Month	3,987	45.00	0	666	4,698	3,555	0	702	288	153	0	4,698
Apr	443	5.00	0	74	522	395	0	78	32	17	0	522
May	443	5.00	0	74	522	395	0	78	32	17	0	522
Jun	443	5.00	0	74	522	395	0	78	32	17	0	522
Total	5,316	60	0	888	6,264	4,740	0	936	384	204	0	6,264

RESOLUTION NO. 2025-061

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
PUENTE HILLS LANDFILL GAS PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Puente Hills Landfill Gas Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Puente Hills Landfill Gas Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Puente Hills LFG Project
 (\$000)

Month	PPA Payments	ISO Charges	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$973	\$0	\$0	\$2	\$19	\$994	12,167
Aug	\$973	\$0	\$0	\$2	\$19	\$994	12,167
Sep	\$973	\$0	\$0	\$2	\$19	\$994	12,167
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,919	\$0	\$0	\$6	\$57	\$2,982	36,500
Oct	\$973	\$0	\$0	\$2	\$19	\$994	12,167
Nov	\$973	\$0	\$0	\$2	\$19	\$994	12,167
Dec	\$973	\$0	\$0	\$2	\$19	\$994	12,167
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,919	\$0	\$0	\$6	\$57	\$2,982	36,500
Jan	\$973	\$0	\$0	\$2	\$19	\$994	12,167
Feb	\$973	\$0	\$0	\$2	\$19	\$994	12,167
Mar	\$973	\$0	\$0	\$2	\$19	\$994	12,167
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,919	\$0	\$0	\$6	\$57	\$2,982	36,500
Apr	\$973	\$0	\$0	\$2	\$19	\$994	12,167
May	\$973	\$0	\$0	\$2	\$19	\$994	12,167
Jun	\$973	\$0	\$0	\$2	\$19	\$994	12,167
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$2,919	\$0	\$0	\$6	\$57	\$2,982	36,500
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$11,676	\$0	\$0	\$24	\$228	\$11,928	146,000

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026

Puente Hills LFG Project

(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$994	\$0	\$994	\$994	\$0	\$994
Aug	\$994	\$0	\$994	\$994	\$0	\$994
Sep	\$994	\$0	\$994	\$994	\$0	\$994
Subtotal	\$2,982	\$0	\$2,982	\$2,982	\$0	\$2,982
Oct	\$994	\$0	\$994	\$994	\$0	\$994
Nov	\$994	\$0	\$994	\$994	\$0	\$994
Dec	\$994	\$0	\$994	\$994	\$0	\$994
Subtotal	\$2,982	\$0	\$2,982	\$2,982	\$0	\$2,982
Jan	\$994	\$0	\$994	\$994	\$0	\$994
Feb	\$994	\$0	\$994	\$994	\$0	\$994
Mar	\$994	\$0	\$994	\$994	\$0	\$994
Subtotal	\$2,982	\$0	\$2,982	\$2,982	\$0	\$2,982
Apr	\$994	\$0	\$994	\$994	\$0	\$994
May	\$994	\$0	\$994	\$994	\$0	\$994
Jun	\$994	\$0	\$994	\$994	\$0	\$994
Subtotal	\$2,982	\$0	\$2,982	\$2,982	\$0	\$2,982
Total FY	\$11,928	\$0	\$11,928	\$11,928	\$0	\$11,928

RESOLUTION NO. 2025-062

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
RED CLOUD WIND ENERGY PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Red Cloud Wind Energy Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Red Cloud Wind Energy Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
 Red Cloud Wind Project
 (\$000)

Month	PPA Payments	Working Capital	Excess Energy	LADWP Project Mang.	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH)
-----	-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	58,805
Aug	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	58,536
Sep	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	65,179
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$11,199	\$0	\$0	\$9	\$12	\$21	\$11,241	182,521
Oct	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	75,532
Nov	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	89,489
Dec	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	107,676
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$11,199	\$0	\$0	\$9	\$12	\$21	\$11,241	272,697
Jan	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	122,367
Feb	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	106,427
Mar	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	114,084
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$11,199	\$0	\$0	\$9	\$12	\$21	\$11,241	342,877
Apr	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	121,325
May	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	90,843
Jun	\$3,733	\$0	\$0	\$3	\$4	\$7	\$3,747	82,419
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$11,199	\$0	\$0	\$9	\$12	\$21	\$11,241	294,587
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$44,796	\$0	\$0	\$36	\$48	\$84	\$44,964	1,092,682

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Red Cloud Wind Project
(\$000)

Page 2

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Disbursements
Jul	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Aug	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Sep	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Subtotal	\$11,241	\$111	\$11,352	\$11,352	\$0	\$11,352
Oct	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Nov	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Dec	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Subtotal	\$11,241	\$111	\$11,352	\$11,352	\$0	\$11,352
Jan	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Feb	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Mar	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Subtotal	\$11,241	\$111	\$11,352	\$11,352	\$0	\$11,352
Apr	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
May	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Jun	\$3,747	\$37	\$3,784	\$3,784	\$0	\$3,784
Subtotal	\$11,241	\$111	\$11,352	\$11,352	\$0	\$11,352
Total FY	\$44,964	\$444	\$45,408	\$45,408	\$0	\$45,408

RESOLUTION NO. 2025-063

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
ROSEBURG SB 859 BIOMASS PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Roseburg SB 859 Biomass Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Roseburg SB 859 Sales Contract; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026

Roseburg Biomass Project
(\$000)

Month	Member PPA Payments* **	Net Direct Admin. & General	Net Indirect Admin. & General	Total Cost of Power	Energy (MWH) Generated (Members)
-----	-----	-----	-----	-----	-----
Jul	\$111	\$6	\$2	\$119	2,527
Aug	\$111	\$6	\$2	\$119	2,527
Sep	\$111	\$6	\$2	\$119	1,875
-----	-----	-----	-----	-----	-----
Subtotal	\$333	\$18	\$6	\$357	6,930
Oct	\$111	\$6	\$2	\$119	2,527
Nov	\$111	\$6	\$2	\$119	2,446
Dec	\$111	\$6	\$2	\$119	2,527
-----	-----	-----	-----	-----	-----
Subtotal	\$333	\$18	\$6	\$357	7,500
Jan	\$111	\$0	\$0	\$111	2,527
Feb	\$111	\$0	\$0	\$111	2,283
Mar	\$0	\$0	\$0	\$0	0
-----	-----	-----	-----	-----	-----
Subtotal	\$222	\$0	\$0	\$222	4,810
Apr	\$0	\$0	\$0	\$0	0
May	\$0	\$0	\$0	\$0	0
Jun	\$0	\$0	\$0	\$0	0
-----	-----	-----	-----	-----	-----
Subtotal	\$0	\$0	\$0	\$0	0
=====	=====	=====	=====	=====	=====
Total FY	\$888	\$36	\$12	\$936	19,240

*Includes Cost Recovery Fee of \$1/MWh

** Roseburg PPA expires on February 15, 2026

July 1, 2025 through June 30, 2026

Roseburg Biomass Project

(\$000)

Month	Revenues			Revenue Fund Disbursements		
	SCPPA Member Payments	From Non-SCPPA A&G	Total Revenues	Operating Fund	Reserve Account	Revenue Fund Dis- bursements
Jul	\$119	\$2	\$121	\$121	\$0	\$121
Aug	\$119	\$2	\$121	\$121	\$0	\$121
Sep	\$119	\$2	\$121	\$121	\$0	\$121
Subtotal	\$357	\$6	\$363	\$363	\$0	\$363
Oct	\$119	\$2	\$121	\$121	\$0	\$121
Nov	\$119	\$2	\$121	\$121	\$0	\$121
Dec	\$119	\$2	\$121	\$121	\$0	\$121
Subtotal	\$357	\$6	\$363	\$363	\$0	\$363
Jan	\$111	\$2	\$113	\$113	\$0	\$113
Feb	\$111	\$2	\$113	\$113	\$0	\$113
Mar	\$0	\$2	\$2	\$2	\$0	\$2
Subtotal	\$222	\$6	\$228	\$228	\$0	\$228
Apr	\$0	\$2	\$2	\$2	\$0	\$2
May	\$0	\$2	\$2	\$2	\$0	\$2
Jun	\$0	\$2	\$2	\$2	\$0	\$2
Subtotal	\$0	\$6	\$6	\$6	\$0	\$6
Total FY	\$936	\$24	\$960	\$960	\$0	\$960

(Project Roll Call Vote)

RESOLUTION NO. 2025-064

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE BUDGET FOR
SAN JUAN UNIT 3 PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the San Juan Unit 3 Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the San Juan Unit 3 Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for the San Juan Unit 3 Project for the Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

25-Apr-25

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
San Juan Unit 3 Project
(\$000s)

San Juan Unit 3 Project - FY 2025/2026 (\$000s)

<u>Month</u>	<u>Net Debt Service</u>	<u>Minimum Fuel Cost *</u>	<u>Reclamation Trust Contribution</u>	<u>Decommissioning Trust Contribution</u>	<u>Property Taxes</u>	<u>Direct A&G Expenses</u>	<u>Indirect A&G Expenses</u>	<u>PNM A&G Expenses</u>	<u>Insurance</u>	<u>Total Costs</u>
July	\$0	\$0	\$46	\$0	\$0	\$3	\$1	\$0	\$0	\$50
Aug	\$0	\$0	\$46	\$0	\$0	\$3	\$1	\$0	\$0	\$50
Sep	\$0	\$0	\$46	\$0	\$0	\$3	\$1	\$0	\$0	\$50
3-Month	\$0	\$0	\$138	\$0	\$0	\$9	\$3	\$0	\$0	\$150
Oct	\$0	\$0	\$46	\$0	\$0	\$3	\$1	\$0	\$0	\$50
Nov	\$0	\$0	\$46	\$0	\$0	\$3	\$1	\$0	\$0	\$50
Dec	\$0	\$0	\$46	\$0	\$0	\$3	\$1	\$0	\$0	\$50
6-Month	\$0	\$0	\$276	\$0	\$0	\$18	\$6	\$0	\$0	\$300
Jan	\$0	\$0	\$5	\$0	\$0	\$3	\$1	\$0	\$0	\$9
Feb	\$0	\$0	\$5	\$0	\$0	\$3	\$1	\$0	\$0	\$9
Mar	\$0	\$0	\$5	\$0	\$0	\$3	\$1	\$0	\$0	\$9
9-Month	\$0	\$0	\$291	\$0	\$0	\$27	\$9	\$0	\$0	\$327
Apr	\$0	\$0	\$5	\$0	\$0	\$3	\$1	\$0	\$0	\$9
May	\$0	\$0	\$5	\$0	\$0	\$3	\$1	\$0	\$0	\$9
Jun	\$0	\$0	\$5	\$0	\$0	\$3	\$1	\$0	\$0	\$9
Full Year	\$0	\$0	\$306	\$0	\$0	\$36	\$12	\$0	\$0	\$354
TOTAL FY	\$0	\$0	\$306	\$0	\$0	\$36	\$12	\$0	\$0	\$354

(Project Roll Call Vote)

RESOLUTION NO. 2025-065

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
SOUTHERN TRANSMISSION SYSTEM RENEWAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Southern Transmission System Renewal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Southern Transmission System Renewal Project Bond Indenture and Transmission Service Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Southern Transmission System Renewal Project
 (\$000)

Month	Net Debt Service (1)	IPA Billings	Direct Admin. & General (2)	Indirect Admin. & General (3)	Total Transmission Costs
-----	-----	-----	-----	-----	-----
Jul	\$1,504	\$0	\$15	\$0	\$1,519
Aug	\$1,504	\$0	\$15	\$0	\$1,519
Sep	\$1,504	\$0	\$15	\$0	\$1,519
-----	-----	-----	-----	-----	-----
Subtotal	\$4,512	\$0	\$45	\$0	\$4,557
Oct	\$1,504	\$0	\$15	\$0	\$1,519
Nov	\$1,504	\$0	\$15	\$0	\$1,519
Dec	\$1,504	\$0	\$15	\$0	\$1,519
-----	-----	-----	-----	-----	-----
Subtotal	\$4,512	\$0	\$45	\$0	\$4,557
Jan	\$1,504	\$0	\$15	\$0	\$1,519
Feb	\$1,504	\$0	\$15	\$0	\$1,519
Mar	\$1,504	\$0	\$15	\$0	\$1,519
-----	-----	-----	-----	-----	-----
Subtotal	\$4,512	\$0	\$45	\$0	\$4,557
Apr	\$1,504	\$0	\$15	\$0	\$1,519
May	\$1,504	\$0	\$15	\$0	\$1,519
Jun	\$1,504	\$0	\$15	\$0	\$1,519
-----	-----	-----	-----	-----	-----
Subtotal	\$4,512	\$0	\$45	\$0	\$4,557
=====	=====	=====	=====	=====	=====
Total FY	\$18,048	\$0	\$180	\$0	\$18,228

Footnotes:

(1) Debt Service represents Net Debt Services for F25/26 to be billed to IPA over twelve (12) months.

(2) Direct A&G represents Direct A&G to be billed to the STS Project.

(3) No Indirect A&G will be allocated or collected for FY 25/265.

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
 Southern Transmission System Renewal Project
 (\$000)

Revenues				Revenue Fund Disbursements						
Month	Monthly Trans- mission Costs	Interest Earnings	Total Revenues	Operating Fund	Authority Indirect A&G	(Drawdown) Debt Service Account	Debt Service Reserve Account	Renewals and Replace- ments	General Reserve Fund	Total Revenue Fund Dis- bursements
Jul	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	\$1,522
Aug	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Sep	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Subtotal	\$4,557	\$9	\$4,566	\$45	\$0	\$0	\$0	\$0	\$4,521	\$4,566
Oct	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	\$1,522
Nov	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Dec	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Subtotal	\$4,557	\$9	\$4,566	\$45	\$0	\$0	\$0	\$0	\$4,521	\$4,566
Jan	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	\$1,522
Feb	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Mar	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Subtotal	\$4,557	\$9	\$4,566	\$45	\$0	\$0	\$0	\$0	\$4,521	\$4,566
Apr	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	\$1,522
May	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Jun	\$1,519	\$3	\$1,522	\$15	\$0	\$0	\$0	\$0	\$1,507	1,522
Subtotal	\$4,557	\$9	\$4,566	\$45	\$0	\$0	\$0	\$0	\$4,521	\$4,566
Total FY	\$18,228	\$36	\$18,264	\$180	\$0	\$0	\$0	\$0	\$18,084	\$18,264

(Project Roll Call Vote)

RESOLUTION NO. 2025-066

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
SOUTHERN TRANSMISSION SYSTEM PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Southern Transmission System Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Southern Transmission System Project Bond Indenture and Transmission Service Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Southern Transmission System Project (1)
(\$000)

Month	Net Debt Service \$ (2)	IPA Billings (3)	STS Renewal Billing	Direct Admin. & General (4)	Indirect Admin. & General (4)	Total Transmission Costs
-----	-----	-----	-----	-----	-----	-----
Jul	\$2,679	\$6,595	\$15	\$23	\$48	\$9,360
Aug	2,679	\$6,595	\$15	\$23	\$48	9,360
Sep	2,679	\$6,595	\$15	\$23	\$48	9,360
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$8,037	\$19,785	\$45	\$69	\$144	\$28,080
Oct	\$2,679	\$6,595	\$15	\$23	\$48	\$9,360
Nov	2,679	\$6,595	\$15	\$23	\$48	9,360
Dec	2,679	\$6,595	\$15	\$23	\$48	9,360
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$8,037	\$19,785	\$45	\$69	\$144	\$28,080
Jan	\$2,679	\$6,595	\$15	\$23	\$48	\$9,360
Feb	2,679	\$6,595	\$15	\$23	\$48	9,360
Mar	2,679	\$6,595	\$15	\$23	\$48	9,360
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$8,037	\$19,785	\$45	\$69	\$144	\$28,080
Apr	\$2,679	\$6,595	\$15	\$23	\$48	\$9,360
May	2,679	\$6,595	\$15	\$23	\$48	9,360
Jun	2,679	\$6,595	\$15	\$23	\$48	9,360
-----	-----	-----	-----	-----	-----	-----
Subtotal	\$8,037	\$19,785	\$45	\$69	\$144	\$28,080
=====	=====	=====	=====	=====	=====	=====
Total FY	\$32,148	\$79,140	\$180	\$276	\$576	\$112,320

Footnotes:

(1) Based on IPA's "Draft Final 2025-26 Operating Budget" dated April 9, 2025.

(2) Net of reinvestment interest earnings.

(3) Includes the following Southern Transmission Project costs as billed by IPA:

Net Debt Service (credit for income earned by IPA on funds contributed by the Authority and debt service for STS Renewal Project),
Operations, Maintenance, Renewals and Replacements, Indirect Labor (IPSC), Taxes,
Insurance, IPA Administrative and General.

(4) Estimated by the Authority.

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
Southern Transmission System Project (1)
(\$000)

Revenues				Revenue Fund Disbursements						
Month	Monthly Trans- mission Costs	Interest Earnings	Total Revenues	Operating Fund	Authority Indirect A&G	(Drawdown) Debt Service Account	Debt Service Reserve Account	Renewals and Replace- ments	General Reserve Fund	Total Revenue Fund Dis- bursements
Jul	\$9,360	\$50	\$9,410	\$6,633	\$48	\$0	\$0	\$0	\$2,729	\$9,410
Aug	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Sep	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Subtotal	\$28,080	\$150	\$28,230	\$19,899	\$144	\$0	\$0	\$0	\$8,187	\$28,230
Oct	\$9,360	\$50	\$9,410	\$6,633	\$48	\$0	\$0	\$0	\$2,729	\$9,410
Nov	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Dec	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Subtotal	\$28,080	\$150	\$28,230	\$19,899	\$144	\$0	\$0	\$0	\$8,187	\$28,230
Jan	\$9,360	\$50	\$9,410	\$6,633	\$48	\$0	\$0	\$0	\$2,729	\$9,410
Feb	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Mar	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Subtotal	\$28,080	\$150	\$28,230	\$19,899	\$144	\$0	\$0	\$0	\$8,187	\$28,230
Apr	\$9,360	\$50	\$9,410	\$6,633	\$48	\$0	\$0	\$0	\$2,729	\$9,410
May	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Jun	9,360	\$50	9,410	\$6,633	\$48	\$0	0	0	\$2,729	9,410
Subtotal	\$28,080	\$150	\$28,230	\$19,899	\$144	\$0	\$0	\$0	\$8,187	\$28,230
Total FY	\$112,320	\$600	\$112,920	\$79,596	\$576	\$0	\$0	\$0	\$32,748	\$112,920

Footnotes:

(1) Based on IPA's "Draft Final 2025-26 Operating Budget" dated April 9, 2025.

RESOLUTION NO. 2025-067

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
SPRINGBOK I SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Springbok I Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Springbok I Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Springbok 1 Solar Project
 (\$000)

Month	PPA Payments	LADWP Project Manager	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$1,687	\$3	\$0	\$4	\$3	\$1,697	32,424
Aug	\$1,687	\$3	\$0	\$4	\$3	\$1,697	30,258
Sep	\$1,687	\$3	\$0	\$4	\$3	\$1,697	26,099
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,061	\$9	\$0	\$12	\$9	\$5,091	88,781
Oct	\$1,687	\$3	\$0	\$4	\$3	\$1,697	22,638
Nov *	\$1,687	\$3	\$0	\$4	\$3	\$1,697	17,139
Dec	\$1,687	\$3	\$0	\$4	\$3	\$1,697	12,939
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,061	\$9	\$0	\$12	\$9	\$5,091	52,716
Jan	\$1,687	\$3	\$0	\$4	\$3	\$1,697	14,821
Feb	\$1,687	\$3	\$0	\$4	\$3	\$1,697	17,487
Mar	\$1,687	\$3	\$0	\$4	\$3	\$1,697	24,082
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,061	\$9	\$0	\$12	\$9	\$5,091	56,391
Apr	\$1,687	\$3	\$0	\$4	\$3	\$1,697	30,609
May	\$1,687	\$3	\$0	\$4	\$3	\$1,697	33,766
Jun	\$1,687	\$3	\$0	\$4	\$3	\$1,697	32,810
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,061	\$9	\$0	\$12	\$9	\$5,091	97,185
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$20,244	\$36	\$0	\$48	\$36	\$20,364	295,073

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
Springbok 1 Solar Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Aug	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Sep	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Subtotal	\$5,091	\$27	\$5,118	\$5,118	\$0	\$5,118
Oct	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Nov	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Dec	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Subtotal	\$5,091	\$27	\$5,118	\$5,118	\$0	\$5,118
Jan	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Feb	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Mar	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Subtotal	\$5,091	\$27	\$5,118	\$5,118	\$0	\$5,118
Apr	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
May	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Jun	\$1,697	\$9	\$1,706	\$1,706	\$0	\$1,706
Subtotal	\$5,091	\$27	\$5,118	\$5,118	\$0	\$5,118
Total FY	\$20,364	\$108	\$20,472	\$20,472	\$0	\$20,472

RESOLUTION NO. 2025-068

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
SPRINGBOK 2 SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Springbok 2 Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Springbok 2 Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
Springbok 2 Solar Project
(\$000s)

Month	PPA Payments	LADWP Project Manager	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$1,983	\$3	\$0	\$4	\$4	\$1,994	44,404
Aug	\$1,983	\$3	\$0	\$4	\$4	\$1,994	40,881
Sep	\$1,983	\$3	\$0	\$4	\$4	\$1,994	34,979
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,949	\$9	\$0	\$12	\$12	\$5,982	120,265
Oct	\$1,983	\$3	\$0	\$4	\$4	\$1,994	31,050
Nov	\$1,983	\$3	\$0	\$4	\$4	\$1,994	23,410
Dec	\$1,983	\$3	\$0	\$4	\$4	\$1,994	17,487
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,949	\$9	\$0	\$12	\$12	\$5,982	71,947
Jan	\$1,983	\$3	\$0	\$4	\$4	\$1,994	20,187
Feb	\$1,983	\$3	\$0	\$4	\$4	\$1,994	24,667
Mar	\$1,983	\$3	\$0	\$4	\$4	\$1,994	33,975
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,949	\$9	\$0	\$12	\$12	\$5,982	78,829
Apr	\$1,983	\$3	\$0	\$4	\$4	\$1,994	42,530
May	\$1,983	\$3	\$0	\$4	\$4	\$1,994	47,075
Jun	\$1,983	\$3	\$0	\$4	\$4	\$1,994	45,006
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$5,949	\$9	\$0	\$12	\$12	\$5,982	134,611
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$23,796	\$36	\$0	\$48	\$48	\$23,928	405,652

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
Springbok 2 Solar Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Aug	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Sep	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Subtotal	\$5,982	\$33	\$6,015	\$6,015	\$0	\$6,015
Oct	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Nov	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Dec	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Subtotal	\$5,982	\$33	\$6,015	\$6,015	\$0	\$6,015
Jan	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Feb	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Mar	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Subtotal	\$5,982	\$33	\$6,015	\$6,015	\$0	\$6,015
Apr	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
May	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Jun	\$1,994	\$11	\$2,005	\$2,005	\$0	\$2,005
Subtotal	\$5,982	\$33	\$6,015	\$6,015	\$0	\$6,015
Total FY	\$23,928	\$132	\$24,060	\$24,060	\$0	\$24,060

RESOLUTION NO. 2025-069

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
SPRINGBOK 3 SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Springbok 3 Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Springbok 3 Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Springbok 3 Solar Project
 (\$000s)

Month	PPA Payments	LADWP Project Manager	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$1,009	\$3	\$0	\$4	\$2	\$1,018	23,510
Aug	\$1,009	\$3	\$0	\$4	\$2	\$1,018	24,282
Sep	\$1,009	\$3	\$0	\$4	\$2	\$1,018	21,598
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$3,027	\$9	\$0	\$12	\$6	\$3,054	69,390
Oct	\$1,009	\$3	\$0	\$4	\$2	\$1,018	18,806
Nov	\$1,009	\$3	\$0	\$4	\$2	\$1,018	14,112
Dec	\$1,009	\$3	\$0	\$4	\$2	\$1,018	10,387
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$3,027	\$9	\$0	\$12	\$6	\$3,054	43,304
Jan	\$1,009	\$3	\$0	\$4	\$2	\$1,018	12,179
Feb	\$1,009	\$3	\$0	\$4	\$2	\$1,018	14,678
Mar	\$1,009	\$3	\$0	\$4	\$2	\$1,018	20,145
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$3,027	\$9	\$0	\$12	\$6	\$3,054	47,002
Apr	\$1,009	\$3	\$0	\$4	\$2	\$1,018	24,149
May	\$1,009	\$3	\$0	\$4	\$2	\$1,018	24,551
Jun	\$1,009	\$3	\$0	\$4	\$2	\$1,018	24,564
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$3,027	\$9	\$0	\$12	\$6	\$3,054	73,265
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$12,108	\$36		\$48	\$24	\$12,216	232,961

ANNUAL BUDGET

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July 1, 2025 through June 30, 2026
Springbok 3 Solar Project
(\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Aug	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Sep	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Subtotal	\$3,054	\$21	\$3,075	\$3,075	\$0	\$3,075
Oct	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Nov	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Dec	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Subtotal	\$3,054	\$21	\$3,075	\$3,075	\$0	\$3,075
Jan	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Feb	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Mar	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Subtotal	\$3,054	\$21	\$3,075	\$3,075	\$0	\$3,075
Apr	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
May	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Jun	\$1,018	\$7	\$1,025	\$1,025	\$0	\$1,025
Subtotal	\$3,054	\$21	\$3,075	\$3,075	\$0	\$3,075
===== Total FY	===== \$12,216	===== \$84	===== \$12,300	===== \$12,300	===== \$0	===== \$12,300

RESOLUTION NO. 2025-070

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
STAR PEAK GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Star Peak Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Star Peak Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Star Peak Geothermal Project
 (\$000)

Month	PPA Payments	Working Capital	Excess Energy	Direct Admin. & General	Indirect Admin. & General	Excess Monthly Generation	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$235	\$0	\$0	\$6	\$3	\$36	\$280	2,851
Aug	\$235	\$0	\$0	\$6	\$3	\$36	\$280	2,935
Sep	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,063
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$705	\$0	\$0	\$18	\$9	\$108	\$840	8,849
Oct	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,457
Nov	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,562
Dec	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,822
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$705	\$0	\$0	\$18	\$9	\$108	\$840	10,842
Jan	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,826
Feb	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,341
Mar	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,583
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$705	\$0	\$0	\$18	\$9	\$108	\$840	10,750
Apr	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,371
May	\$235	\$0	\$0	\$6	\$3	\$36	\$280	3,309
Jun	\$235	\$0	\$0	\$6	\$3	\$36	\$280	2,934
-----	-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$705	\$0	\$0	\$18	\$9	\$108	\$840	9,614
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$2,820	\$0	\$0	\$72	\$36	\$432	\$3,360	40,055

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
 Star Peak Geothermal Project
 (\$000)

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$280	\$0	\$280	\$280	\$0	\$280
Aug	\$280	\$0	\$280	\$280	\$0	\$280
Sep	\$280	\$0	\$280	\$280	\$0	\$280
Subtotal	\$840	\$0	\$840	\$840	\$0	\$840
Oct	\$280	\$0	\$280	\$280	\$0	\$280
Nov	\$280	\$0	\$280	\$280	\$0	\$280
Dec	\$280	\$0	\$280	\$280	\$0	\$280
Subtotal	\$840	\$0	\$840	\$840	\$0	\$840
Jan	\$280	\$0	\$280	\$280	\$0	\$280
Feb	\$280	\$0	\$280	\$280	\$0	\$280
Mar	\$280	\$0	\$280	\$280	\$0	\$280
Subtotal	\$840	\$0	\$840	\$840	\$0	\$840
Apr	\$280	\$0	\$280	\$280	\$0	\$280
May	\$280	\$0	\$280	\$280	\$0	\$280
Jun	\$280	\$0	\$280	\$280	\$0	\$280
Subtotal	\$840	\$0	\$840	\$840	\$0	\$840
Total FY	\$3,360	\$0	\$3,360	\$3,360	\$0	\$3,360

RESOLUTION NO. 2025-071

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
SUMMER SOLAR PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Summer Solar Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Summer Solar Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

ANNUAL BUDGET

July 1, 2025 through June 30, 2026
 Summer Solar Project
 (\$000)

Month	PPA Payments	Scheduling Coordinator	Working Capital	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$315	\$3	\$0	\$2	\$8	\$328	5,884
Aug	\$315	\$3	\$0	\$2	\$8	\$328	5,566
Sep	\$315	\$3	\$0	\$2	\$8	\$328	4,824
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$945	\$9	\$0	\$6	\$24	\$984	16,274
Oct	\$315	\$3	\$0	\$2	\$8	\$328	3,923
Nov	\$315	\$3	\$0	\$2	\$8	\$328	2,916
Dec	\$315	\$3	\$0	\$2	\$8	\$328	2,492
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$945	\$9	\$0	\$6	\$24	\$984	9,330
Jan	\$315	\$3	\$0	\$2	\$8	\$328	2,651
Feb	\$315	\$3	\$0	\$2	\$8	\$328	3,022
Mar	\$315	\$3	\$0	\$2	\$8	\$328	4,506
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$945	\$9	\$0	\$6	\$24	\$984	10,178
Apr	\$315	\$3	\$0	\$2	\$8	\$328	5,142
May	\$315	\$3	\$0	\$2	\$8	\$328	5,937
Jun	\$315	\$3	\$0	\$2	\$8	\$328	6,149
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$945	\$9	\$0	\$6	\$24	\$984	17,229
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$3,780	\$36	\$0	\$24	\$96	\$3,936	53,011

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
 Summer Solar Project
 (\$000)

Revenues			Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$328	\$0	\$328	\$328	\$0	\$328
Aug	\$328	\$0	\$328	\$328	\$0	\$328
Sep	\$328	\$0	\$328	\$328	\$0	\$328
Subtotal	\$984	\$0	\$984	\$984	\$0	\$984
Oct	\$328	\$0	\$328	\$328	\$0	\$328
Nov	\$328	\$0	\$328	\$328	\$0	\$328
Dec	\$328	\$0	\$328	\$328	\$0	\$328
Subtotal	\$984	\$0	\$984	\$984	\$0	\$984
Jan	\$328	\$0	\$328	\$328	\$0	\$328
Feb	\$328	\$0	\$328	\$328	\$0	\$328
Mar	\$328	\$0	\$328	\$328	\$0	\$328
Subtotal	\$984	\$0	\$984	\$984	\$0	\$984
Apr	\$328	\$0	\$328	\$328	\$0	\$328
May	\$328	\$0	\$328	\$328	\$0	\$328
Jun	\$328	\$0	\$328	\$328	\$0	\$328
Subtotal	\$984	\$0	\$984	\$984	\$0	\$984
Total FY	\$3,936	\$0	\$3,936	\$3,936	\$0	\$3,936

RESOLUTION NO. 2025-072

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
TIETON HYDRO PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Tieton Hydro Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Tieton Hydro Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
Tieton Hydro Project
(\$000)

Month	Net Debt Service	Capital & Operating Expense	Project Manager	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$204	\$215	\$19	\$19	\$4	\$461	6,084
Aug	\$204	\$215	\$19	\$19	\$4	\$461	6,465
Sep	\$204	\$215	\$19	\$19	\$4	\$461	7,823
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$612	\$645	\$57	\$57	\$12	\$1,383	20,372
Oct	\$204	\$215	\$19	\$19	\$4	\$461	2,832
Nov	\$204	\$215	\$19	\$19	\$4	\$461	0
Dec	\$204	\$215	\$19	\$19	\$4	\$461	0
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$612	\$645	\$57	\$57	\$12	\$1,383	2,832
Jan	\$204	\$215	\$19	\$19	\$4	\$461	0
Feb	\$204	\$215	\$19	\$19	\$4	\$461	0
Mar	\$204	\$215	\$19	\$19	\$4	\$461	1,477
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$612	\$645	\$57	\$57	\$12	\$1,383	1,477
Apr	\$204	\$215	\$19	\$19	\$4	\$461	5,243
May	\$204	\$215	\$19	\$19	\$4	\$461	8,953
Jun	\$204	\$215	\$19	\$19	\$4	\$461	3,819
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$612	\$645	\$57	\$57	\$12	\$1,383	18,015
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$2,448	\$2,580	\$228	\$228	\$48	\$5,532	42,696

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Tieton Hydro Project
(\$000)

Page 2

Revenues				Revenue Fund Disbursements		
Month	Monthly Power Costs	Interest Earnings	Total Revenues	Operating Fund	Debt Service	Total Revenue Fund Disbursements
Jul	\$461	\$4	\$465	\$257	\$208	\$465
Aug	\$461	\$4	\$465	\$257	\$208	\$465
Sep	\$461	\$4	\$465	\$257	\$208	\$465
Subtotal	\$1,383	\$12	\$1,395	\$771	\$624	\$1,395
Oct	\$461	\$4	\$465	\$257	\$208	\$465
Nov	\$461	\$4	\$465	\$257	\$208	\$465
Dec	\$461	\$4	\$465	\$257	\$208	\$465
Subtotal	\$1,383	\$12	\$1,395	\$771	\$624	\$1,395
Jan	\$461	\$4	\$465	\$257	\$208	\$465
Feb	\$461	\$4	\$465	\$257	\$208	\$465
Mar	\$461	\$4	\$465	\$257	\$208	\$465
Subtotal	\$1,383	\$12	\$1,395	\$771	\$624	\$1,395
Apr	\$461	\$4	\$465	\$257	\$208	\$465
May	\$461	\$4	\$465	\$257	\$208	\$465
Jun	\$461	\$4	\$465	\$257	\$208	\$465
Subtotal	\$1,383	\$12	\$1,395	\$771	\$624	\$1,395
Total FY	\$5,532	\$48	\$5,580	\$3,084	\$2,496	\$5,580

RESOLUTION NO. 2025-073

RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
WHITE GRASS NO. 1 GEOTHERMAL PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Whitegrass No. 1 Geothermal Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Whitegrass No.1 Geothermal Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
 Whitegrass Geothermal Project
 (\$000)

Month	PPA Payments	Excess Energy	Direct Admin. & General	Indirect Admin. & General	Excess Monthly Generation	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
-----	-----	-----	-----	-----	-----	-----	-----
Jul	\$104	\$0	\$3	\$1	\$18	\$126	1,162
Aug	\$104	\$0	\$3	\$1	\$18	\$126	1,309
Sep	\$104	\$0	\$3	\$1	\$18	\$126	1,314
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$312	\$0	\$9	\$3	\$54	\$378	3,785
Oct	\$104	\$0	\$3	\$1	\$18	\$126	1,528
Nov	\$104	\$0	\$3	\$1	\$18	\$126	1,740
Dec	\$104	\$0	\$3	\$1	\$18	\$126	1,723
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$312	\$0	\$9	\$3	\$54	\$378	4,992
Jan	\$104	\$0	\$3	\$1	\$18	\$126	1,829
Feb	\$104	\$0	\$3	\$1	\$18	\$126	1,691
Mar	\$104	\$0	\$3	\$1	\$18	\$126	1,774
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$312	\$0	\$9	\$3	\$54	\$378	5,294
Apr	\$104	\$0	\$3	\$1	\$18	\$126	1,589
May	\$104	\$0	\$3	\$1	\$18	\$126	1,540
Jun	\$104	\$0	\$3	\$1	\$18	\$126	1,275
-----	-----	-----	-----	-----	-----	-----	-----
Subtotal	\$312	\$0	\$9	\$3	\$54	\$378	4,405
=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$1,248	\$0	\$36	\$12	\$216	\$1,512	18,475

ANNUAL BUDGET

Page 2

July 1, 2025 through June 30, 2026
 Whitegrass Geothermal Project
 (\$000)

Month	Revenues			Revenue Fund Disbursements		
	Monthly Power Costs	Interest Earnings (4)	Total Revenues	Operating Fund	Reserve Account	Total Revenue Fund Dis- bursements
Jul	\$126	\$0	\$126	\$126	\$0	\$126
Aug	\$126	\$0	\$126	\$126	\$0	\$126
Sep	\$126	\$0	\$126	\$126	\$0	\$126
Subtotal	\$378	\$0	\$378	\$378	\$0	\$378
Oct	\$126	\$0	\$126	\$126	\$0	\$126
Nov	\$126	\$0	\$126	\$126	\$0	\$126
Dec	\$126	\$0	\$126	\$126	\$0	\$126
Subtotal	\$378	\$0	\$378	\$378	\$0	\$378
Jan	\$126	\$0	\$126	\$126	\$0	\$126
Feb	\$126	\$0	\$126	\$126	\$0	\$126
Mar	\$126	\$0	\$126	\$126	\$0	\$126
Subtotal	\$378	\$0	\$378	\$378	\$0	\$378
Apr	\$126	\$0	\$126	\$126	\$0	\$126
May	\$126	\$0	\$126	\$126	\$0	\$126
Jun	\$126	\$0	\$126	\$126	\$0	\$126
Subtotal	\$378	\$0	\$378	\$378	\$0	\$378
Total FY	\$1,512	\$0	\$1,512	\$1,512	\$0	\$1,512

RESOLUTION NO. 2025-074

**RESOLUTION OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING THE ANNUAL BUDGET FOR
WINDY POINT/WINDY FLATS PROJECT
FOR THE FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026**

BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority (the "Authority") that:

1. The budget for the Windy Point/Windy Flats Project for the Fiscal Year July 1, 2025 through June 30, 2026, submitted to this Board of Directors, is hereby approved. The Executive Director is hereby authorized and directed to place the budget so approved in final form, with such changes as shall be necessary or advisable to comply with the Windy Point/Windy Flats Project Power Sales Contracts; and the budget hereby approved, in such final form, shall constitute the Authority's Annual Budget for Fiscal Year July 1, 2025 through June 30, 2026.

2. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority, this 15th day of May 2025.

PRESIDENT
Southern California Public
Power Authority

ATTEST:

ASSISTANT SECRETARY
Southern California Public
Power Authority

July 1, 2025 through June 30, 2026
Windy Flats Project
(\$000)

Month	Net Debt Service	Environ- mental Attributes	Excess Energy	O&M	BPA Transmission Integration Imbalance	Transmission/ Exchange	LADWP Project Manager	Direct Admin. & General	Indirect Admin. & General	Total Cost of Power	Estimated Energy (MWH) to be Scheduled
Jul	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	74,294
Aug	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	65,207
Sep	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	55,807
Subtotal	\$7,140	\$930	\$537	\$4,413	\$2,295	\$6,918	\$21	\$33	\$45	\$22,332	195,308
Oct	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	33,354
Nov	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	34,396
Dec	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	32,644
Subtotal	\$7,140	\$930	\$537	\$4,413	\$2,295	\$6,918	\$21	\$33	\$45	\$22,332	100,394
Jan	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	29,305
Feb	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	49,793
Mar	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	48,570
Subtotal	\$7,140	\$930	\$537	\$4,413	\$2,295	\$6,918	\$21	\$33	\$45	\$22,332	127,667
Apr	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	62,796
May	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	62,469
Jun	\$2,380	\$310	\$179	\$1,471	\$765	\$2,306	\$7	\$11	\$15	\$7,444	71,183
Subtotal	\$7,140	\$930	\$537	\$4,413	\$2,295	\$6,918	\$21	\$33	\$45	\$22,332	196,448
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Total FY	\$28,560	\$3,720	\$2,148	\$17,652	\$9,180	\$27,672	\$84	\$132	\$180	\$89,328	619,817

ANNUAL BUDGET
July 1, 2025 through June 30, 2026
Windy Flats Project
(\$000)

Page 2

Revenues				Revenue Fund Disbursements			
Month	Monthly Power Costs	Interest Earnings	Total Revenues	Operating Fund	Reserve Account	Debt Service	Total Revenue Fund Dis- bursements
Jul	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Aug	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Sep	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Subtotal	\$22,332	\$174	\$22,506	\$15,192	\$0	\$7,314	\$22,506
Oct	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Nov	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Dec	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Subtotal	\$22,332	\$174	\$22,506	\$15,192	\$0	\$7,314	\$22,506
Jan	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Feb	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Mar	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Subtotal	\$22,332	\$174	\$22,506	\$15,192	\$0	\$7,314	\$22,506
Apr	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
May	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Jun	\$7,444	\$58	\$7,502	\$5,064	\$0	\$2,438	\$7,502
Subtotal	\$22,332	\$174	\$22,506	\$15,192	\$0	\$7,314	\$22,506
Total FY	\$89,328	\$696	\$90,024	\$60,768	\$0	\$29,256	\$90,024

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



Year-Over-Year Comparison of Annual Project Budgets

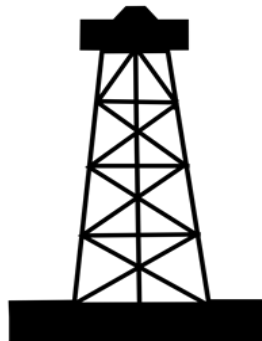
Prepared for convenience.
Refer to individual approved budgets for billing purposes.

PREPARED:
April 25, 2025

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



NATURAL GAS SUPPLY



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

NATURAL GAS RESERVES PROJECT - BARNETT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Project A Net Debt Service	\$ 3,744	\$ 3,480	\$ (264)	-7.05%
Project B Capital (Drilling & Completion)	\$ 12	\$ 12	\$ -	0.00%
Operating Expense	\$ 912	\$ 768	\$ (144)	-15.79%
Net Direct A&G	\$ 132	\$ 240	\$ 108	81.82%
PROJECT TOTAL	\$ 4,800	\$ 4,500	\$ (300)	-6.25%
Net Indirect A&G	\$ 60	\$ 48	\$ (12)	-20.00%
27.16% Anaheim	\$ 13.0			
21.08% Burbank	\$ 10.1			
14.14% Colton	\$ 6.8			
37.61% Pasadena	\$ 18.1			
100.00%	\$ 48.0			
TOTAL FOR BILLING	\$ 4,860	\$ 4,548	\$ (312)	-6.42%

EXPLANATION OF VARIANCES

- 1 Net Debt Service reflects permanent financing with 5 years capital.
- 2 Project B Capital reflects actual experience.
- 3 Operating Expense reflects actual experience.
- 4 Indirect A&G is SCPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

NATURAL GAS RESERVES PROJECT - PINEDALE

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>		<u>2025-26</u>		Variance	
					\$	%
Project A Net Debt Service	\$	1,578		\$ 1,464	\$ (114)	-7.22%
Capital	\$	72		\$ 60	\$ (12)	-16.67%
Operating Expense	\$	3,276		\$ 3,072	\$ (204)	-6.23%
Gross Taxes	\$	2,052		\$ 948	\$ (1,104)	-53.80%
Direct A&G	\$	252		\$ 276	\$ 24	9.52%
Net Royalties	\$	384		\$ 372	\$ (12)	
Oil Income	\$	(972)		\$ (888)	\$ 84	-8.64%
SCPPA TOTAL	\$	6,642	\$ -	\$ 5,304	\$ (1,338)	-20.14%
Indirect A&G	\$	24		\$ 12	\$ (12)	-50.00%
10.26% Anaheim			\$ 1.2			
5.31% Burbank			\$ 0.6			
5.34% Colton			\$ 0.6			
16.64% Glendale			\$ 2.0			
48.24% Los Angeles			\$ 5.8			
14.21%			\$ 1.7			
100.00%			\$ 12.0			
TOTAL FOR BILLING	\$	6,666		\$ 5,316	\$ (1,350)	-20.25%

EXPLANATION OF VARIANCES

- 1 Net Debt Service reflects take out and 5 years capital borrowed.
- 2 PureWest does not expect drilling in FY 25/26. Capital based on historical.
- 3 Operating Expense reflects actual experience.
- 4 Gross Taxes reflects actual experience.
- 5 Oil Income reflects actual experience and current market prices.
- 6 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 7 Net Royalties includes additional costs of Hartman NPI.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

NATURAL GAS PREPAY PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Cost of Gas	\$ 17,580	\$ 18,024	\$ 444	2.53%
Direct A&G	\$ 96	\$ 96	\$ -	0.00%
PROJECT TOTAL	\$ 17,676	\$ 18,120	\$ 444	2.51%
Indirect A&G	\$ 204	\$ 204	\$ -	0.00%
8.61% Anaheim	\$ 17.6			
22.29% Burbank	\$ 45.5			
14.95% Colton	\$ 30.5			
24.33% Glendale	\$ 49.6			
29.82% Pasadena	\$ 60.8			
100.00%	\$ 204.0			
TOTAL FOR BILLING	\$ 17,880	\$ 18,324	\$ 444	2.48%
Estimated MMBTUs	3,360,680	3,376,829	16,149	0.48%
Cost/MMBTU	\$ 5.260	\$ 5.366	0.106	2.02%

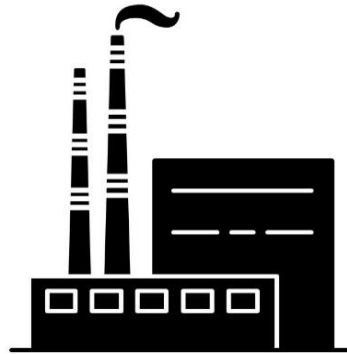
EXPLANATION OF VARIANCES

- 1 FY 2025-26 assumes \$6.09/MMBtu index. Monthly billings are actual index minus \$0.75.
- 2 Authority A&G is \$.03 per MMBTU per contract
- 3 Indirect A&G is other SCPPA administrative costs allocated per approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



THERMAL GENERATION



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

APEX POWER PLANT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 20,508	\$ 21,972	\$ 1,464	7.14%
Insurance	\$ 504	\$ 468	\$ (36)	-7.14%
O&M	\$ 20,916	\$ 19,356	\$ (1,560)	-7.46%
Capital	\$ 3,624	\$ 7,200	\$ 3,576	98.68%
Taxes	\$ 1,296	\$ 1,248	\$ (48)	-3.70%
Authority Direct A&G	\$ 252	\$ 276	\$ 24	9.52%
GE Maintenance	\$ -	\$ 3,180	\$ 3,180	#DIV/0!
Transmission	\$ 15,336	\$ 15,336	\$ -	0.00%
Transmission Development	\$ -	\$ 4,200	\$ 4,200	#DIV/0!
Decommissioning	\$ 996	\$ 996	\$ -	0.00%
PROJECT TOTAL	\$ 63,432	\$ 74,232	\$ 10,800	17.03%
Indirect A&G	\$ 132	\$ 144	\$ 12	9.09%
100.00% LADWP		\$ 144		
TOTAL FOR BILLING	\$ 63,564	\$ 74,376	\$ 10,812	17.01%
Estimated MWHs	2,305,799	2,083,796	(222,003)	-9.63%
Cost/KWH (without fuel & without Indirect A&G)	\$ 0.028	\$ 0.036	0.008	29.49%

EXPLANATION OF VARIANCES

- 1 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 2 Property Taxes estimated by LADWP.
- 3 Estimated MWh are based on prior year actual generation.
- 4 GE Maintenance Contract extension was approved by SCPPA Board of Directors on December 19, 2024.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

CANYON POWER PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 18,900	\$ 18,852	\$ (48)	-0.25%
O&M	\$ 5,880	\$ 15,104	\$ 9,224	156.87%
Direct Authority A&G	\$ 216	\$ 216	\$ -	0.00%
Major Maintenance	\$ 1,500	\$ -	\$ (1,500)	-100.00%
Budget Holdback Credit	\$ (1,500)	\$ -	\$ 1,500	-100.00%
PROJECT TOTAL	\$ 24,996	\$ 34,172	\$ 9,176	36.71%
Indirect A&G	\$ 168	\$ 204	\$ 36	21.43%
100.00% Anaheim	\$ 204			
TOTAL FOR BILLING	\$ 25,164	\$ 34,376	\$ 9,212	36.61%
Estimated MWHs	102,581	102,581	0	0.00%
Cost/kWh (without Indirect A&G)	\$ 0.244	\$ 0.333	\$ 0.089	36.71%

EXPLANATION OF VARIANCES

1 Indirect A&G is SCPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MAGNOLIA POWER PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service Project A	\$ 16,968	\$ 18,684	\$ 1,716	10.11%
Net Debt Service Project B	\$ 684	\$ 744	\$ 60	8.77%
Combined Net Debt Service	\$ 17,652	\$ 19,428	\$ 1,776	10.06%
Operation and Maintenance	\$ 27,468	\$ 27,852	\$ 384	1.40%
Major Maintenance	\$ 11,112	\$ 17,604	\$ 6,492	58.42%
Capital Improvements	\$ 1,116	\$ 180	\$ (936)	-83.87%
Fuel Transportation/common costs	\$ 9,048	\$ 8,232	\$ (816)	-9.02%
Direct A&G	\$ 396	\$ 372	\$ (24)	-6.06%
Contingency for GHG credits	\$ -	\$ -	\$ -	N/A
PROJECT TOTAL	\$ 66,792	\$ 73,668	\$ 6,876	10.29%
Indirect A&G	\$ 756	\$ 792	\$ 36	4.76%
20.57% Anaheim	\$ 162.9			
21.69% Burbank	\$ 171.8			
22.31% Cerritos	\$ 176.7			
5.82% Colton	\$ 46.1			
18.12%	\$ 143.5			
11.48%	\$ 90.9			
100.00%	\$ 792			
GRAND TOTAL FOR BILLING	\$ 67,548	\$ 74,460	\$ 6,912	10.23%
Interest Earnings Project A	\$ 2,640	\$ 1,200	\$ (1,440)	-54.55%
Interest Earnings Project B	\$ 168	\$ 120	\$ (48)	-28.57%
Combined Interest Earnings	\$ 2,808	\$ 1,320	\$ (1,488)	-52.99%
Estimated Scheduled Energy (MWH)	1,227,801	1,480,092	252,291	20.55%
Total Average Unit Cost (\$/kWh) (2) (Without fuel or indirect A&G)	\$ 0.054	\$ 0.050	(0.0)	-8.51%

EXPLANATION OF VARIANCES

- 1 Fuel commodity not included in budget.
Participants will be billed only for actual fuel used under a separate agreement.
- 2 Operation and Maintenance labor costs adjusted to reflect actual & expected IBEW increases as well as reduction in overtime and a decrease to overhead rate.
- 3 FY 25/26 Estimated Energy is provided by Operator.
- 4 Indirect A&G is SCPA administrative costs allocated by approved methodology.
- 5 Fuel Transportation Costs includes recent increases to SoCal Gas GTS rates.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
PALO VERDE NUCLEAR GENERATING STATION

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
MINIMUM COST COMPONENT				
Debt Service (net)	\$ (1,415)	\$ (1,572)	\$ (157)	11.10%
Operation and Maintenance	\$ 37,248	\$ 38,724	\$ 1,476	3.96%
APS Administration and General	\$ 5,892	\$ 7,380	\$ 1,488	25.25%
Insurance	\$ 180	\$ 240	\$ 60	33.33%
Renewals and Replacements	\$ 15,660	\$ 20,052	\$ 4,392	28.05%
Decommissioning	\$ -	\$ -	\$ -	#DIV/0!
Taxes	\$ 3,000	\$ 2,496	\$ (504)	-16.80%
Authority Direct A&G	\$ <u>288</u>	\$ <u>300</u>	\$ <u>12</u>	<u>4.17%</u>
Subtotal Minimum Cost Component	\$ 60,853	\$ 67,620	\$ 6,767	11.12%
VARIABLE COST COMPONENT				
Nuclear Fuel - Combined	\$ 12,540	\$ 12,384	\$ (156)	-1.24%
Debt Service ANPP Trans. (net)	\$ (23)	\$ (24)	\$ (1)	5.22%
Payments to SRP	\$ 792	\$ 444	\$ (348)	-43.94%
Debt Service - PV Switchyard (net)	\$ (2)	\$ (2)	\$ -	0.00%
PV Switchyard O&M	\$ <u>132</u>	\$ <u>144</u>	\$ <u>12</u>	<u>9.09%</u>
Subtotal Variable Cost Component	\$ 13,439	\$ 12,946	\$ (493)	-3.67%
Total Cost of Power to the Authority	\$ 74,292	\$ 80,566	\$ 6,274	8.44%
Indirect A&G	\$ 540	\$ 612	\$ 72	13.33%
9.20% Azusa	\$ 56.3			
3.38% Banning	\$ 20.7			
4.41% Burbank	\$ 27.0			
2.02% Colton	\$ 12.4			
6.91% Glendale	\$ 42.3			
25.32% IID	\$ 154.9			
17.44% Los Angeles	\$ 106.8			
11.81% Pasadena	\$ 72.3			
7.82% Riverside	\$ 47.8			
11.68% Vernon	\$ 71.5			
100.00%	\$ 612.0			
TOTAL FOR BILLING	\$ 74,832	\$ 81,178	\$ 6,346	8.48%
Estimated Scheduled Energy (MWH)	1,950,073	1,932,967	(17,106)	-0.88%
Total Average Unit Cost (KWH) (without Indirect A&G)	\$ 0.0381	\$ 0.0417	\$ 0.004	9.40%

EXPLANATION OF VARIANCES - PALO VERDE

Minimum Cost Component

- 1 Net Debt Service reflects retirement of all debt obligations.
- 2 Decommissioning obligations fully funded, per latest approved estimates.
- 3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 4 APS A&G reflect historical billings.
- 5 Renewal and Replacement Cost increase attributed to Palo Verde Capital Investment Plan.

Variable Cost Component

- 6 Nuclear Fuel and Disposal combined.
- 7 Payments to SRP reflect financial settlement of transmission losses for use of SRP ANPP Valley Transmisison System.
- 8 PV Switchyard O&M reflects historical billings.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

SAN JUAN UNIT 3 PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	<u>\$</u>	<u>Variance</u> <u>%</u>
Net Debt Service	\$ -	\$ -	\$ -	#DIV/0!
Minimum Fuel Cost	\$ -	\$ -	\$ -	#DIV/0!
Reclamation Trust Contribution	\$ 564	\$ 306	\$ (258)	-45.74%
Decommissioning Trust Contribution	\$ -	\$ -	\$ -	#DIV/0!
Property Taxes	\$ -	\$ -	\$ -	#DIV/0!
Direct A&G	\$ 36	\$ 36	\$ -	0.00%
Contingency	\$ -	\$ -	\$ -	#DIV/0!
Variable Fuel Cost	\$ -	\$ -	\$ -	#DIV/0!
Insurance	\$ -	\$ -	\$ -	#DIV/0!
PNM A&G	\$ 192	\$ -	\$ (192)	-100.00%
Additional Trust Deposits	\$ -	\$ -	\$ -	#DIV/0!
PROJECT TOTAL	\$ 792	\$ 342	\$ (450)	-56.82%
Indirect A&G	\$ 24	\$ 12	\$ (12)	-50.00%
32.84% Azusa	\$ 3.9			
8.05% Banning	\$ 1.0			
7.20% Colton	\$ 0.9			
3.74% Glendale	\$ 0.4			
48.18% IID	\$ 5.8			
100.00%	\$ 12.0			
TOTAL FOR BILLING	\$ 816	\$ 354	\$ (462)	-56.62%

EXPLANATION OF VARIANCES

NOTE: SCPPA stopped receiving generation in December 2017. Plant ceased generation in 2023.

1 Mine reclamation and plant decommissioning paid from trust funds. Budget based on required collections to maintain trust funding levels.

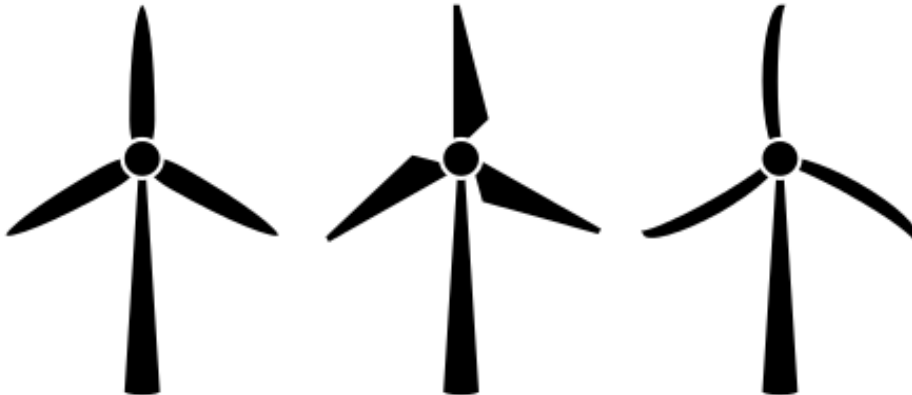
2 Budget includes SCPPA A&G. Insurance, and PNM A&G included in Decommissioning and Reclamation Budgets.

3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



WIND GENERATION



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

LINDEN WIND ENERGY PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 9,912	\$ 9,804	\$ (108)	-1.09%
Transmission/Exchange	\$ 4,200	\$ 6,552	\$ 2,352	56.00%
Direct A&G	\$ 156	\$ 144	\$ (12)	-7.69%
O&M	\$ 2,496	\$ 4,428	\$ 1,932	77.40%
Lease Expense	\$ 600	\$ 552	\$ (48)	-8.00%
Property Tax	\$ 600	\$ 300	\$ (300)	-50.00%
Insurance	\$ 168	\$ 120	\$ (48)	-28.57%
Wind Integration Charge	\$ 516	\$ 456	\$ (60)	-11.63%
LADWP Project Management	\$ 156	\$ 180	\$ 24	15.38%
PROJECT TOTAL	\$ 18,804	\$ 22,536	\$ 3,732	19.85%
Indirect A&G	\$ 36	\$ 48	\$ 12	33.33%
100.00% Los Angeles	\$ 48			
TOTAL FOR BILLING	\$ 18,840	\$ 22,584	\$ 3,744	19.87%
Estimated MWHs	122,404	112,874	(9,530)	-7.79%
Cost/KWH (without Indirect A&G)	\$ 0.154	\$ 0.200	0.046	29.97%

EXPLANATION OF VARIANCES

- 1 Transmission/Exchange and Wind Integration charges based on contractual arrangements, forecasted generation, and forecasted market prices.
- 2 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 3 Energy forecast provided by Operating Agent.
- 4 O&M based on new Vestas agreement plus contingency.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MILFORD I WIND PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service on Prepay	\$ 14,196	\$ 14,400	\$ 204	1.44%
Excess Energy	\$ -	\$ 1,452	\$ 1,452	#DIV/0!
Direct A&G	\$ 168	\$ 132	\$ (36)	-21.43%
Environmental Attributes	\$ 5,100	\$ 5,892	\$ 792	15.53%
Taxes and Insurance	\$ 3,396	\$ 2,796	\$ (600)	-17.67%
LADWP Project Manager	\$ 36	\$ 36	\$ -	0.00%
PROJECT TOTAL	\$ 22,896	\$ 24,708	\$ 1,812	7.91%
Indirect A&G	\$ 60	\$ 72	\$ 12	20.00%
14.01% Burbank		\$ 10.1		
67.25% Los Angeles		\$ 48.4		
18.74% Pasadena		\$ 13.5		
100.00%		\$ 72.0		
TOTAL FOR BILLING	\$ 22,956	\$ 24,780	\$ 1,824	7.95%

Estimated MWHs	314,405	357,252	42,847	13.63%
Cost/KWH (without Indirect A&G)	\$ 0.073	\$ 0.069	\$ (0.004)	-5.03%

EXPLANATION OF VARIANCES

- 1 Excess energy @ \$76.47/MWH (escalates at 1.75% annually).
Based on operator forecast of expected energy less 338,215 MWh of prepaid energy guarantee.
- 2 Environmental attributes = \$16.23 per MWH (escalates at 1.75%)
- 3 Taxes and insurance reflect actual bills.
- 4 Expected energy provided by operator.
- 5 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MILFORD II WIND PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service on Prepay	\$ 9,972	\$ 10,032	\$ 60	0.60%
Excess Energy	\$ -	\$ -	\$ -	#DIV/0!
Direct A&G	\$ 120	\$ 132	\$ 12	10.00%
Environmental Attributes	\$ 3,840	\$ 3,780	\$ (60)	-1.56%
Taxes and Insurance	\$ 1,572	\$ 1,500	\$ (72)	-4.58%
LADWP O&M	\$ 36	\$ 36	\$ -	0.00%
PROJECT TOTAL	\$ 15,540	\$ 15,480	\$ (60)	-0.39%
Indirect A&G	\$ 36	\$ 36	\$ -	0.00%
100.00% LADWP	\$ 36			
TOTAL FOR BILLING	\$ 15,576	\$ 15,516	\$ (60)	-0.39%
Estimated MWHs	176,430	169,983	(6,447)	-3.65%
Cost/KWH (without Indirect A&G)	\$ 0.088	\$ 0.091	\$ 0.003	3.39%

EXPLANATION OF VARIANCES

- 1 Excess energy @ \$53.83/MWH (escalates at 2% annually).
Based on operator forecast of expected energy less 183,900 MWh of prepaid energy guarantee.
- 2 Environmental attributes = \$21.77 per MWH (escalates 2%).
- 3 Taxes and insurance reflect actual bills.
- 4 Expected energy provided by operator.
- 5 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

PEBBLE SPRINGS WIND PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Payments to Avangrid	\$ 14,256	\$ 14,700	\$ 444	3.11%
Direct A&G	\$ 60	\$ 48	\$ (12)	-20.00%
Wind Integration Charge	\$ 1,500	\$ 1,416	\$ (84)	-5.60%
Transmission & Imbalance	\$ 1,560	\$ 1,572	\$ 12	0.77%
Firming/Shaping	\$ 6,240	\$ 8,808	\$ 2,568	41.15%
LADWP Project Manager	\$ 60	\$ 60	\$ -	0.00%
PROJECT TOTAL	\$ 23,676	\$ 26,604	\$ 2,928	12.37%
Indirect A&G	\$ 108	\$ 120	\$ 12	11.11%
16.91% Burbank	\$ 20.3			
52.95% Glendale	\$ 63.5			
30.14% Los Angeles	\$ 36.2			
100.00%	\$ 120.0			
TOTAL FOR BILLING	\$ 23,784	\$ 26,724	\$ 2,940	12.36%
Estimated MWHs	196,689	198,857	2,168	1.10%
Cost/KWH (without Indirect A&G)	\$ 0.120	\$ 0.134	0.013	11.14%

EXPLANATION OF VARIANCES

- 1 Payments to Avangrid reflect 98.7 MW @ 23% capacity factor @ escalated \$73.95/MWH.
- 2 Firming/Shaping charges based on contractual arrangements, forecasted generation, and forecasted market prices.
- 3 Indirect A&G is SCPA administrative costs allocated by approved methodology.
- 4 Wind integration charge based on actual costs.
- 5 Transmission and Imbalance reflects historical actuals.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

RED CLOUD WIND PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 44,280	\$ 44,796	\$ 516	1.17%
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	#DIV/0!
Excess Energy	\$ -	\$ -	\$ -	#DIV/0!
LADWP Project Manager	\$ 36	\$ 36	\$ -	0.00%
PROJECT TOTAL	\$ 44,364	\$ 44,880	\$ 516	1.16%
Indirect A&G	\$ 96	\$ 84	\$ (12)	-12.50%
100.00% Los Angeles		\$ 84.0		
TOTAL FOR BILLING	\$ 44,460	\$ 44,964	\$ 504	1.13%

Estimated MWHs	1,080,082	1,092,682	12,600	1.17%
Cost/KWH (without Indirect A&G)	\$ 0.041	\$ 0.041	(0.000)	0.00%

EXPLANATION OF VARIANCES

- 1 COD reached on December 22, 2021.
- 2 Estimated MWHs are based on LADWP forecast.
- 3 Cost of Energy fixed at \$41.00/MWh.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

WINDY FLATS WIND PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 28,608	\$ 28,560	\$ (48)	-0.17%
Environmental Attributes	\$ 3,528	\$ 3,720	\$ 192	5.44%
Excess Energy	\$ 1,476	\$ 2,148	\$ 672	45.53%
O&M	\$ 17,040	\$ 17,652	\$ 612	3.59%
Transmission/Exchange	\$ 20,364	\$ 27,672	\$ 7,308	35.89%
Direct A&G	\$ 132	\$ 132	\$ -	0.00%
BPA Transmission/WIC/Imbalance	\$ 9,480	\$ 9,180	\$ (300)	-3.16%
LADWP Project Manager	\$ 60	\$ 84	\$ 24	40.00%
PROJECT TOTAL	\$ 80,688	\$ 89,148	\$ 8,460	10.48%
Indirect A&G	\$ 168	\$ 180	\$ 12	7.14%
100.00% Los Angeles	\$ 180			
TOTAL FOR BILLING	\$ 80,856	\$ 89,328	\$ 8,472	10.48%
Estimated MWHs	587,296	619,817	32,521	5.54%
Cost/KWH (without Indirect A&G)	\$ 0.137	\$ 0.144	0.006	4.69%

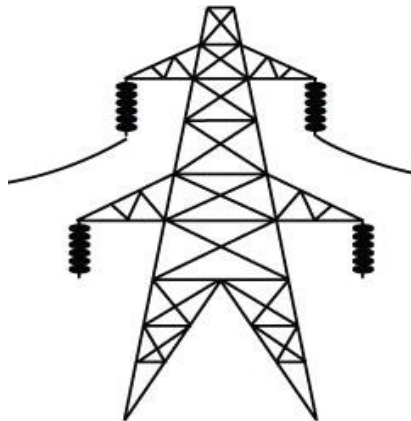
EXPLANATION OF VARIANCES

- 1 Environmental Attributes at \$6/MWH.
- 2 Excess Energy is \$21/MWH for energy over annual prepaid guarantee of 517,504 MWHs.
- 3 Transmission/Exchange charges based on contractual arrangements, forecasted generation, and forecasted market prices.
- 4 Indirect A&G is SCPA administrative costs allocated by approved methodology.
- 5 BPA charges based on actuals paid through LADWP
- 6 Expected energy forecast by LADWP.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



TRANSMISSION



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MEAD-ADELANTO TRANSMISSION PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ (72)	\$ (48)	\$ 24	-33.33%
Operation and Maintenance	\$ 3,000	\$ 3,036	\$ 36	1.20%
Net Direct Authority A&G	\$ 132	\$ 132	\$ -	0.00%
Property Taxes	\$ 192	\$ 156	\$ (36)	-18.75%
Capital Improvements	\$ 1,356	\$ 828	\$ (528)	-38.94%
PROJECT TOTAL	\$ 4,608	\$ 4,104	\$ (504)	-10.94%
Net Indirect A&G	\$ 48	\$ 48	\$ -	0.00%
8.62% Anaheim	\$ 4.1			
16.74% Azusa	\$ 8.0			
3.76% Banning	\$ 1.8			
9.53% Burbank	\$ 4.6			
4.29% Colton	\$ 2.1			
14.30% Glendale	\$ 6.9			
7.66% Los Angeles	\$ 3.7			
19.00% Pasadena	\$ 9.1			
16.10% Riverside	\$ 7.7			
100.00%	\$ 48.0			
TOTAL FOR BILLING	\$ 4,656	\$ 4,152	\$ (504)	-10.82%

EXPLANATION OF VARIANCES

- 1 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 2 Property Taxes projected by SCPPA LA.
- 3 Interest Earnings projected by SCPPA Bonds & Investments
- 4 Capital Improvement costs are expected to increase in FY 25/26 due to scheduled Physical Security Projects at McCullough and Marketplace.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MEAD-ADELANTO (LADWP) TRANSMISSION PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 2,688	\$ 2,712	\$ 24	0.89%
Working Capital	\$ -	\$ -	\$ -	#DIV/0!
Operation and Maintenance	\$ 768	\$ 780	\$ 12	1.56%
Direct Authority A&G	\$ 60	\$ 60	\$ -	0.00%
Property Taxes	\$ 72	\$ 60	\$ (12)	-16.67%
Capital Improvements	\$ 348	\$ 216	\$ (132)	-37.93%
PROJECT TOTAL	\$ 3,936	\$ 3,828	\$ (108)	-2.74%
Indirect A&G	\$ 12	\$ 12	\$ -	0.00%
100% Los Angeles	\$ 12			
TOTAL FOR BILLING	\$ 3,948	\$ 3,840	\$ (108)	-2.74%

- 1 Indirect A&G is SPPA administrative costs allocated by approved methodology.
- 2 Capital Improvement costs are expected to increase in FY 25/26 due to scheduled Physical Security Projects at McCullough and Marketplace.
- 3 Interest Earnings projected by SPPA Bonds & Investments

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MEAD-PHOENIX TRANSMISSION PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ (72)	\$ (48)	\$ 24	-33.33%
Operation and Maintenance	\$ 1,152	\$ 1,236	\$ 84	7.29%
Net Direct Authority A&G	\$ 60	\$ 60	\$ -	0.00%
Property Taxes	\$ 204	\$ 156	\$ (48)	-23.53%
Capital Improvements	\$ 156	\$ 2,568	\$ 2,412	1546.15%
PROJECT TOTAL	\$ 1,500	\$ 3,972	\$ 2,472	164.80%
Net Indirect A&G	\$ 24	\$ 36	\$ 12	50.00%
15.29% Anaheim	\$ 5.50			
7.77% Azusa	\$ 2.80			
2.86% Banning	\$ 1.03			
12.69% Burbank	\$ 4.57			
1.70% Colton	\$ 0.61			
18.82% Glendale	\$ 6.77			
5.42% Los Angeles	\$ 1.95			
30.56% Pasadena	\$ 11.00			
4.89% Riverside	\$ 1.76			
100.00%	\$ 36.00			
TOTAL FOR BILLING	\$ 1,524	\$ 4,008	\$ 2,484	162.99%

EXPLANATION OF VARIANCES

- 1 Capital Improvement costs are expected to increase in FY 25/26 due to scheduled Phys Projects at McCullough and Marketplace.
- 2 Property Taxes based SCPPA-LA estimates.
- 3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MEAD-PHOENIX (LADWP) TRANSMISSION PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 2,172	\$ 2,196	\$ 24	1.10%
Working Capital	\$ -	\$ -	\$ -	#DIV/0!
Operation and Maintenance	\$ 492	\$ 516	\$ 24	4.88%
Direct A&G	\$ 60	\$ 60	\$ -	0.00%
Property Taxes	\$ 204	\$ 156	\$ (48)	-23.53%
Capital Improvements	\$ 48	\$ 864	\$ 816	1700.00%
PROJECT TOTAL	\$ 2,976	\$ 3,792	\$ 816	27.42%
Indirect A&G	\$ 12	\$ 12	\$ -	0.00%
100.00% Los Angeles		\$ 12		
TOTAL FOR BILLING	\$ 2,988	\$ 3,804	\$ 816	27.31%

- 1 Capital Improvement costs are expected to increase in FY 25/26 due to scheduled Physical Security Projects at McCullough and Marketplace.
- 2 Property Taxes based SCPA-LA estimates.
- 3 Indirect A&G is SCPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

SOUTHERN TRANSMISSION SYSTEM PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 31,932	\$ 32,148	\$ 216	0.68%
IPA Billings	\$ 46,284	\$ 79,140	\$ 32,856	70.99%
STS Renewal Billing	\$ 120	\$ 180	\$ 60	50.00%
Direct Authority A&G	\$ 252	\$ 276	\$ 24	9.52%
PROJECT TOTAL	\$ 78,588	\$ 111,744	\$ 33,156	42.19%
Indirect A&G	\$ 444	\$ 576	\$ 132	29.73%
20.19% Anaheim	\$116.3			
6.66% Burbank	\$ 38.3			
5.27% Glendale	\$ 30.4			
22.87% Los Angeles	\$131.7			
23.30% Pasadena	\$134.2			
21.71% Riverside	\$125.0			
100.00%	\$576.0			
TOTAL FOR BILLING	\$ 79,032	\$ 112,320	\$ 33,288	42.12%

EXPLANATION OF VARIANCES

- 1 Operation and Maintenance Based on IPA's "Draft Final 2025-26 Operating Budget" dated April 9, 2025.
- 2 Indirect A&G is SPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
SOUTHERN TRANSMISSION SYSTEM RENEWAL PROJECT
COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 4,884	\$ 18,048	\$ 13,164	269.53%
IPA Billings	\$ -	\$ -	\$ -	#DIV/0!
Direct Authority A&G	\$ 120	\$ 180	\$ 60	50.00%
PROJECT TOTAL	\$ 5,004	\$ 18,228	\$ 13,224	264.27%
Indirect A&G	\$ -	\$ -	\$ -	#DIV/0!
0.000% Burbank	\$ -			
0.000% Glendale	\$ -			
0.000% Los Angeles	\$ -			
0.00%	\$ -			
TOTAL FOR BILLING	\$ 5,004	\$ 18,228	\$ 13,224	264.27%

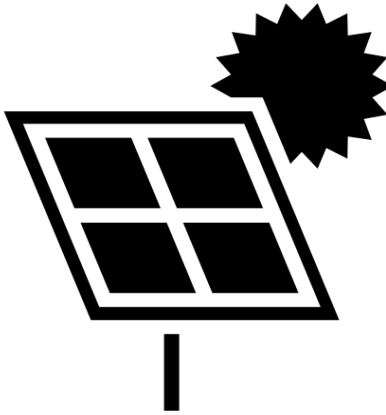
EXPLANATION OF VARIANCES

- 1 Debt Service represents Net Debt Services for FY 25/26 to be billed to IPA over twelve (12) months.
- 2 Direct A&G represents Direct A&G to be billed to the STS Project.
- 3 No Indirect A&G will be allocated or collected for FY 25/26.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



SOLAR GENERATION



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ANTELOPE BIG SKY RANCH SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 3,768	\$ 3,636	\$ (132)	-3.50%
Scheduling	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 3,828	\$ 3,696	\$ (132)	-3.45%
Indirect A&G	\$ 96	\$ 84	\$ (12)	-12.50%
50.22% Azusa	\$ 42.2			
27.21% Pasadena	\$ 22.9			
22.57% Riverside	\$ 19.0			
100.00%	\$ 84			
TOTAL FOR BILLING	\$ 3,924	\$ 3,780	\$ (144)	-3.67%

Estimated MWHs	52,826	51,018	(1,808)	-3.42%
Cost/KWH (without Indirect A&G)	\$ 0.072	\$ 0.072	\$ (0.000)	-0.03%

EXPLANATION OF VARIANCES

- 1 PPA Payments Fixed at \$71.25/MWh.
- 2 Estimated MWHs based on developer forecast.
- 3 Indirect A&G is SCPPA administrative cost allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ANTELOPE DSR 1 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 6,828	\$ 6,612	\$ (216)	-3.16%
Scheduling	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 6,888	\$ 6,672	\$ (216)	-3.14%
Indirect A&G	\$ 96	\$ 96	\$ -	0.00%
37.77% Riverside	\$ 36.3			
62.23% Vernon	\$ 59.7			
100.00%	\$ 96			
TOTAL FOR BILLING	\$ 6,984	\$ 6,768	\$ (216)	-3.09%

Estimated MWHs	127,009	122,910	(4,099)	-3.23%
Cost/KWH (without Indirect A&G)	\$ 0.054	\$ 0.054	\$ 0.000	0.09%

EXPLANATION OF VARIANCES

- 1 Energy cost = \$53.75/MWH
- 2 Estimated MWHs provided by SPower forecast.
- 3 Indirect A&G is SCPA administrative cost allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ANTELOPE DSR 2 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 720	\$ 696	\$ (24)	-3.33%
Scheduling	\$ -	\$ -	\$ -	#DIV/0!
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 744	\$ 720	\$ (24)	-3.23%
Indirect A&G	\$ 48	\$ 48	\$ -	0.00%
100.00% Azusa	\$ 48			
TOTAL FOR BILLING	\$ 792	\$ 768	\$ (24)	-3.03%

Estimated MWHs	13,305	12,855	(450)	-3.38%
Cost/KWH (without Indirect A&G)	\$ 0.056	\$ 0.056	\$ 0.000	0.16%

EXPLANATION OF VARIANCES

- 1 Estimated MWHs provided by Spower.
- 2 Indirect A&G is SCPPA administrative cost allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ASTORIA 2 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 8,124	\$ 7,296	\$ (828)	-10.19%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 8,148	\$ 7,320	\$ (828)	-10.16%
Indirect A&G	\$ 132	\$ 144	\$ 12	9.09%
24.00% Banning		\$ 34.6		
12.54% Colton		\$ 18.1		
63.46% Vernon		\$ 91.4		
<u>100.00%</u>		<u>\$ 144</u>		
TOTAL FOR BILLING	\$ 8,280	\$ 7,464	\$ (816)	-9.86%

Estimated MWHs	129,000	115,824	(13,176)	-10.21%
Cost/KWH (without Indirect A&G)	\$ 0.063	\$ 0.063	\$ 0.000	0.06%

EXPLANATION OF VARIANCES

- 1 Energy cost = \$63/MWH
- 2 Estimated MWHs based on a FY 23/24 actual generation.
- 3 Effective 1/1/2022 SCPPA Capacity amount increased by 10 MW.
- 4 Indirect A&G is SCPPA administrative cost allocated by approved methodology.
- 5 Seller reimburses for scheduling costs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

COLUMBIA TWO SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 2,592	\$ 2,492	\$ (100)	-3.86%
Scheduling	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 2,652	\$ 2,552	\$ (100)	-3.77%
Indirect A&G	\$ 48	\$ 48	\$ -	0.00%
33.93% Azusa	\$ 16.3			
19.80% Pasadena	\$ 9.5			
46.27% Riverside	\$ 22.2			
100.00%	\$ 48			
TOTAL FOR BILLING	\$ 2,700	\$ 2,600	\$ (100)	-3.70%

Estimated MWHs	37,092	35,604	(1,488)	-4.01%
Cost/KWH (without Indirect A&G)	\$ 0.071	\$ 0.072	\$ 0.000	0.25%

EXPLANATION OF VARIANCES

- 1 Energy cost = \$69.98
- 2 Estimated MWHs based on average of FY 22/23 and FY 23/24 generation.
- 3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

COPPER MOUNTAIN 3 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 57,888	\$ 56,844	\$ (1,044)	-1.80%
LADWP Project Manager	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 57,972	\$ 56,928	\$ (1,044)	-1.80%
Indirect A&G	\$ 168	\$ 168	\$ -	0.00%
42.33% Burbank	\$ 71.1			
57.67% Los Angeles	\$ 96.9			
100.00%	\$ 168.0			
TOTAL FOR BILLING	\$ 58,140	\$ 57,096	\$ (1,044)	-1.80%

Estimated MWHs	604,600	593,677	(10,923)	-1.81%
Cost/KWH (without Indirect A&G)	\$ 0.096	\$ 0.096	0.000	0.01%

EXPLANATION OF VARIANCES

- 1 Energy cost = \$95.75 for all energy, no escalation.
- 2 FY 25/26 Estimated MWHs based on forecast provided by LADWP.
- 3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DAGGETT 2 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2024-25</u>	Variance	
			\$	%
PPA PV Payments	\$ 5,856	\$ 5,820	\$ (36)	-0.61%
PPA BESS Payments	\$ 3,144	\$ 3,144	\$ -	0.00%
Scheduling	\$ 120	\$ 120	\$ -	0.00%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	#DIV/0!
PROJECT TOTAL	\$ 9,144	\$ 9,108	\$ (36)	-0.39%
Indirect A&G	\$ 168	\$ 192	\$ 24	14.29%
21.03% Cerritos	\$ 40.4			
78.97% Vernon	\$ 151.6			
100.00%	\$ 192			
TOTAL FOR BILLING	\$ 9,312	\$ 9,300	\$ (12)	-0.13%

Estimated MWHs	208,499	207,456	(1,043)	-0.50%
Cost/KWH (without Indirect A&G)	\$ 0.044	\$ 0.044	4.7E-05	0.00107077

EXPLANATION OF VARIANCES

- 1 PV Energy cost = \$28.10/MWH. BESS Capacity cost is \$7.95/kw-Month.
- 2 Estimated MWHs based on PPA Annual Contract Quantity for Contract Year 2.
- 3 Indirect A&G is SCPPA administrative cost allocated by approved methodology.
- 4 COD achieved on December 12, 2023.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DESERT HARVEST SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 2,400	\$ 1,920	\$ (480)	-20.00%
Excess Energy	\$ -	\$ -	\$ -	#DIV/0!
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 2,424	\$ 1,944	\$ (480)	-19.80%
Indirect A&G	\$ 24	\$ 12	\$ (12)	-50.00%
35.52% Anaheim	\$ 4.3			
28.08% Burbank	\$ 3.4			
36.40% Venon	\$ 4.4			
100.00%	\$ 12.0			
TOTAL FOR BILLING	\$ 2,448	\$ 1,956	\$ (492)	-20.10%

Estimated MWHs	157,500	125,860	(31,640)	-20.09%
Cost/KWH (without Indirect A&G)	\$ 0.015	\$ 0.015	0.000	0.36%

EXPLANATION OF VARIANCES

- 1 Energy and Enironmental Attributes's cost = \$15.25 for REC plus pNode Index price for energy.
- 2 Estimated MWh based on historical performance.
- 3 Indirect A&G is SCPPA administrative costs allocated CB approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ELAND 1 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 28,684	\$ 34,008	\$ 5,324	18.56%
Project Manager	\$ 36	\$ 48		0.00%
Direct A&G	\$ 48	\$ 72	\$ 24	50.00%
Working Capital	\$ 3,000	\$ -	\$ (3,000)	-100.00%
PROJECT TOTAL	\$ 31,768	\$ 34,128	\$ 2,360	7.43%
Indirect A&G	\$ 96	\$ 108	\$ 12	12.50%
53.70% LADWP	\$ 18,327.2			
46.30% Glendale	\$ 15,800.8			
100.00%	\$ 34,128			
TOTAL FOR BILLING	\$ 31,864	\$ 34,236	\$ 2,372	0.00%

Estimated MWHs	774,704	774,704	0	0.00%
Cost/KWH (without Indirect A&G)	\$ 0.041	\$ 0.044	0.003046	0.07428859

EXPLANATION OF VARIANCES

- 1 Full Contract Price for Delivered Energy = \$39.62/MWH.
- 2 Estimated MWHs provided by LADWP.
- 3 Indirect A&G is SPPA administrative cost allocated by approved methodology.
- 4 Eland 1 COD achieved on November 8, 2024

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ELAND 2 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments		\$ 43,092	\$ 43,092	#DIV/0!
Project Manager		\$ 48		#DIV/0!
Direct A&G		\$ 48	\$ 48	#DIV/0!
Working Capital		\$ 3,000	\$ 3,000	#DIV/0!
PROJECT TOTAL		\$ 46,188	\$ 46,188	#DIV/0!
Indirect A&G		\$ 96	\$ 96	#DIV/0!
100.00% LADWP	\$ 96.0			
0.00% Glendale	\$ -			
100.00%	\$ 96			
TOTAL FOR BILLING		\$ 46,284	\$ 46,284	0.00%

Estimated MWHs	774,704	774,704	#DIV/0!
Cost/KWH (without Indirect A&G)	\$ 0.060	0.05962	#DIV/0!

EXPLANATION OF VARIANCES

- 1 Full Contract Price for Delivered Energy = \$50.20/MWH.
- 2 Estimated MWHs provided by LADWP.
- 3 Indirect A&G is SCPPA administrative cost allocated by approved methodology.
- 4 Commercial Operation Date is expected to occure on March 31, 2025.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

KINGBIRD B SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 4,104	\$ 4,080	\$ (24)	-0.58%
Scheduling	\$ 96	\$ 96	\$ -	0.00%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 4,224	\$ 4,200	\$ (24)	-0.57%
Indirect A&G	\$ 84	\$ 84	\$ -	0.00%
51.19% Azusa	\$ 43.0			
11.23% Colton	\$ 9.4			
37.58% Riverside	\$ 31.6			
100.00%	\$ 84			
TOTAL FOR BILLING	\$ 4,308	\$ 4,284	\$ (24)	-0.56%

Estimated MWHs	59,670	59,371	(299)	-0.50%
Cost/KWH (without Indirect A&G)	\$ 0.071	\$ 0.071	\$ (0.000)	-0.07%

EXPLANATION OF VARIANCES

- 1 Scheduling fees reflect contractual arrangement.
- 2 Energy cost = \$68.75/MWh
- 3 Estimated MWh based on operator forecast.
- 4 Indirect A&G is SCPPA administrative cost allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

SPRINGBOK 1 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 20,448	\$ 20,244	\$ (204)	-1.00%
LADWP Project Manager	\$ 36	\$ 36		
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 20,532	\$ 20,328	\$ (204)	-0.99%
Indirect A&G	\$ 36	\$ 36	\$ -	0.00%
100.00% LADWP	\$ 36			
TOTAL FOR BILLING	\$ 20,568	\$ 20,364	\$ (204)	-0.99%

Estimated MWHs	298,073	295,073	(3,000)	-1.01%
Cost/KWH (without Indirect A&G)	\$ 0.069	\$ 0.069	\$ 0.000	0.01%

EXPLANATION OF VARIANCES

- 1 Energy price = \$68.60/MWh
- 2 Estimated MWh provided by LADWP.
- 3 Indirect A&G is SCPPA administrative cost allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

SPRINGBOK 2 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 24,372	\$ 23,796	\$ (576)	-2.36%
LADWP Project Manager	\$ 36	\$ 36		
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 24,456	\$ 23,880	\$ (576)	-2.36%
Indirect A&G	\$ 48	\$ 48	\$ -	0.00%
100.00% Los Angeles	\$ 48			
TOTAL FOR BILLING	\$ 24,504	\$ 23,928	\$ (576)	-2.35%

Estimated MWHs	415,626	405,652	(9,974)	-2.40%
Cost/KWH (without Indirect A&G)	\$ 0.059	\$ 0.059	\$ 0.000	0.05%

EXPLANATION OF VARIANCES

- 1 Energy price = \$58.65/MWh
- 2 Estimated MWh provided by LADWP.
- 3 Indirect A&G is SCPPA administrative cost allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

SPRINGBOK 3 SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 12,288	\$ 12,108	\$ (180)	-1.46%
LADWP Project Manager	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 12,372	\$ 12,192	\$ (180)	-1.45%
Indirect A&G	\$ 24	\$ 24	\$ -	0.00%
100.00% Los Angeles	\$ 24			
TOTAL FOR BILLING	\$ 12,396	\$ 12,216	\$ (180)	-1.45%

Estimated MWHs	236,461	232,961	(3,500)	-1.48%
Cost/KWH (without Indirect A&G)	\$ 0.052	\$ 0.052	\$ 0.000	0.03%

EXPLANATION OF VARIANCES

- 1 Energy price = \$51.97/MWh
- 2 Estimated MWh provided by LADWP.
- 3 Indirect A&G is SCPPA administrative cost allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

SUMMER SOLAR PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 3,768	\$ 3,780	\$ 12	0.32%
Scheduling	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 3,828	\$ 3,840	\$ 12	0.31%
Indirect A&G	\$ 96	\$ 96	\$ -	0.00%
50.22% Azusa	\$ 48.2			
27.21% Pasadena	\$ 26.1			
22.57% Riverside	\$ 21.7			
100.00%	\$ 96			
TOTAL FOR BILLING	\$ 3,924	\$ 3,936	\$ 12	0.31%

Estimated MWHs	52,826	53,011	185	0.35%
Cost/KWH (without Indirect A&G)	\$ 0.072	\$ 0.072	\$ (0.000)	-0.04%

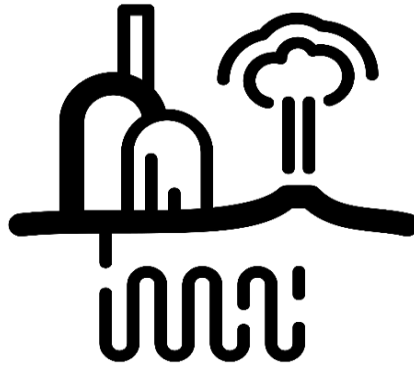
EXPLANATION OF VARIANCES

- 1 Energy cost = \$71.25/MWH
- 2 Energy generation based on forecast from AES.
- 3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



GEO THERMAL



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

MAMMOTH CASA DIABLO IV

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 9,024	\$ 8,904	\$ (120)	-1.33%
Working Capital	\$ -	\$ -	\$ -	#DIV/0!
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
PROJECT TOTAL	\$ 9,048	\$ 8,928	\$ (120)	-1.33%
Indirect A&G	\$ 120	\$ 132	\$ 12	10.00%
100.00% Colton	\$ 132			
TOTAL FOR BILLING	\$ 9,168	\$ 9,060	\$ (108)	-1.18%
Estimated MWHs	141,250	139,465	(1,785)	-1.26%
Cost/KWH (without Indirect A&G)	\$ 0.064	\$ 0.064	(0.000)	-0.06%

EXPLANATION OF VARIANCES

- 1 Indirect A&G is SCPA administrative costs allocated by approved methodology.
- 2 Estimated MWh provided by operator.
- 3 Energy price = \$68/Mwh

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

COSO GEOTHERMAL PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 10,380	\$ 10,380	\$ -	0.00%
Excess Energy	\$ -	\$ -	\$ -	#DIV/0!
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 10,404	\$ 10,404	\$ -	0.00%
Indirect A&G	\$ 180	\$ 180	\$ -	0.00%
65.65% Banning	\$ 118.2			
34.35% Riverside	\$ 61.8			
0.00% Pasadena	\$ -			
100.00%	\$ 61.8			
TOTAL FOR BILLING	\$ 10,584	\$ 10,584	\$ -	0.00%
Estimated MWHs	150,372	150,372	0	0.00%
Cost/KWH (without Indirect A&G)	\$ 0.069	\$ 0.069	0.000	0.00%

EXPLANATION OF VARIANCES

- 1 Delivery Commencement Date was January 1, 2022
- 2 Estimated energy based historical generation for CY 2022, 2023, and 2024.
- 3 Enegy Price = \$69/MWh

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DON CAMPBELL I GEOTHERMAL PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 11,928	\$ 11,124	\$ (804)	-6.74%
LADWP Project Manager	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 48	\$ 36	\$ (12)	-25.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 12,012	\$ 11,196	\$ (816)	-6.79%
Indirect A&G	\$ 36	\$ 36	\$ -	0.00%
41.19% Burbank	\$ 14.8			
58.81% Los Angeles	\$ 21.2			
100.00%	\$ 36.0			
TOTAL FOR BILLING	\$ 12,048	\$ 11,232	\$ (816)	-6.77%
Estimated MWHs	120,440	112,400	(8,040)	-6.68%
Cost/KWH (without Indirect A&G)	\$ 0.100	\$ 0.100	(0.000)	-0.13%

EXPLANATION OF VARIANCES

- 1 Energy price = \$99/MWh
- 2 Energy forecast provided by LADWP.
- 3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DON CAMPBELL II GEOTHERMAL PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 9,480	\$ 7,728	\$ (1,752)	-18.48%
LADWP Project Manager	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 48	\$ 36	\$ (12)	-25.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 9,564	\$ 7,800	\$ (1,764)	-18.44%
Indirect A&G	\$ 24	\$ 12	\$ (12)	-50.00%
100.00% LADWP	\$ 12			
TOTAL FOR BILLING	\$ 9,588	\$ 7,812	\$ (1,776)	-18.52%
Estimated MWHs	116,708	95,114	(21,594)	-18.50%
Cost/KWH (without Indirect A&G)	\$ 0.082	\$ 0.082	0.000	0.07%

EXPLANATION OF VARIANCES

- 1 Energy forecast provided by LADWP.
- 2 Energy price = \$81.25/MWh
- 3 Indirect A&G is SCPPA administrative costs allocated by approved methodology.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

HEBER-1 GEOTHERMAL PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 30,768	\$ 37,936	\$ 7,168	23.30%
LADWP Project Manager	\$ 60	\$ 48	\$ (12)	-20.00%
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 30,876	\$ 38,032	\$ 7,156	23.18%
Indirect A&G	\$ 204	\$ 300	\$ 96	47.06%
80.84% IID	\$ 242.5			
19.16% LADWP	\$ 57.5			
100.00%	\$ 300			
TOTAL FOR BILLING	\$ 31,080	\$ 38,332	\$ 7,252	23.33%
Estimated MWHs	341,375	379,959	38,584	11.30%
Cost/KWH (without Indirect A&G)	\$ 0.090	\$ 0.100	0.010	10.67%

EXPLANATION OF VARIANCES

- 1 Energy forecast provided by operator.
- 2 Indirect A&G is SCPA administrative costs allocated by approved methodology.
- 3 Energy price = \$90.12/MWh and falls to \$86/MWh beginning in February 2026 with revised pricing in PPA extension.
- 4 Repower project completed on May 2023 attributed to increase in estimated generation.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

NORTHERN NEVADA GEOTHERMAL PORTFOLIO

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 108,648	\$ 96,216	\$(12,432)	-11.44%
LADWP Project Manager	\$ 72	\$ 72	\$ -	0.00%
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
PROJECT TOTAL	\$ 108,768	\$ 96,336	\$(12,432)	-11.43%
Indirect A&G	\$ 216	\$ 192	\$ (24)	-11.11%
100.00% Los Angeles	\$ 192			
TOTAL FOR BILLING	\$ 108,984	\$ 96,528	\$(12,456)	-11.43%
Estimated MWHs	1,438,992	1,274,407	(164,585)	-11.44%
Cost/KWH (without Indirect A&G)	\$ 0.076	\$ 0.076	0.000	0.01%

EXPLANATION OF VARIANCES

- 1 Indirect A&G is SCPA administrative costs allocated by approved methodology.
- 2 Estimated MWh provided by LADWP.
- 3 Third development period (capped at 185 MWs) ended on 12/31/2022.
- 4 Energy price = \$75.50/MWh.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ORMESA GEOTHERMAL PORTFOLIO

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 20,784	\$ 19,572	\$ (1,212)	-5.83%
LADWP Project Manager	\$ 36	\$ 36	\$ -	0.00%
Direct A&G	\$ 48	\$ 48	\$ -	0.00%
PROJECT TOTAL	\$ 20,868	\$ 19,656	\$ (1,212)	-5.81%
Indirect A&G	\$ 108	\$ 120	\$ 12	11.11%
71.38% IID	\$ 85.7			
28.62% LADWP	\$ 34.3			
<u>100.00%</u>	<u>\$ 120.0</u>			
TOTAL FOR BILLING	\$ 20,976	\$ 19,776	\$ (1,200)	-5.72%
Estimated MWHs	269,102	253,340	(15,762)	-5.86%
Cost/KWH (without Indirect A&G)	\$ 0.078	\$ 0.078	0.000	0.05%

EXPLANATION OF VARIANCES

- 1 Energy price = \$77.25/MWh.
- 2 Energy forecast provided by LADWP.
- 3 No Working Capital has been collected.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

STAR PEAK GEOTHERMAL PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 3,732	\$ 2,820	\$ (912)	-24.44%
Excess Monthly Generation	\$ 648	\$ 432	\$ (216)	-33.33%
Direct A&G	\$ 60	\$ 72	\$ 12	20.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 4,440	\$ 3,324	\$ (1,116)	-25.14%
Indirect A&G	\$ 48	\$ 36	\$ (12)	-25.00%
100.00% Glendale	\$ 36.0			

TOTAL FOR BILLING	\$ 4,488	\$ 3,360	\$ (1,128)	-25.13%
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Estimated MWHs	53,097	40,055	(13,042)	-24.56%
Cost/KWH (without Indirect A&G)	\$ 0.084	\$ 0.083	(0.001)	-0.76%

EXPLANATION OF VARIANCES

- 1 Energy price = \$70.25/MWh
- 2 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 3 Excess Monthly Generation is estimated based on the actuals for CY 2024.
- 4 Generation forecast based on CY 2024 plus 5%.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

WHITE GRASS GEOTHERMAL PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 1,248	\$ 1,248	\$ -	0.00%
Excess Monthly Generation	\$ 264	\$ 216	\$ (48)	-18.18%
Direct A&G	\$ 60	\$ 36	\$ (24)	-40.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 1,572	\$ 1,500	\$ (72)	-4.58%
Indirect A&G	\$ 12	\$ 12	\$ -	0.00%
100.00% Glendale	\$ 12.0			

TOTAL FOR BILLING	\$ 1,584	\$ 1,512	\$ (72)	-4.55%
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Estimated MWHs	18,446	18,475	29	0.16%
Cost/KWH (without Indirect A&G)	\$ 0.085	\$ 0.081	(0.004)	-4.73%

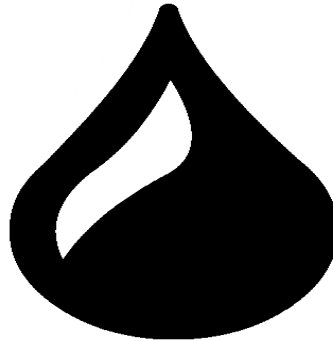
EXPLANATION OF VARIANCES

- 1 Energy price = \$67.50/MWh
- 2 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 3 Excess Monthly Generation is estimated based on the actuals for CY 2024.
- 4 Generation forecast based on CY 2024 plus 5%.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY



HYDRO/LFG/BIOMASS



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

TIETON HYDRO PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Net Debt Service	\$ 4,248	\$ 2,448	\$ (1,800)	-42.37%
BWP Project Manager	\$ 132	\$ 228	\$ 96	72.73%
Capital & Op Expense	\$ 2,412	\$ 2,580	\$ 168	6.97%
Direct A&G	\$ 132	\$ 228	\$ 96	72.73%
PROJECT TOTAL	\$ 6,924	\$ 5,484	\$ (1,440)	-20.80%
Indirect A&G	\$ 60	\$ 48	\$ (12)	-20.00%
38.97% Burbank	\$ 18.7			
61.03% Glendale	\$ 29.3			
100.00%	\$ 48.0			
TOTAL FOR BILLING	\$ 6,984	\$ 5,532	\$ (1,452)	-20.79%

Estimated MWHs	47,093	42,696	(4,397)	-9.34%
Cost/KWH (without Indirect A&G)	\$ 0.147	\$ 0.128	\$ (0.019)	-12.64%

EXPLANATION OF VARIANCES

- 1 Indirect A&G is SCPPA administrative costs allocated by approved methodology.
- 2 Estimated MWh based on historical average for CY 2022, 2023, and 2024.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

CHIQUITA CANYON LANDFILL GAS PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 936	\$ -	\$ (936)	-100.00%
Working Capital	\$ -	\$ -	\$ -	N/A
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
PROJECT TOTAL	\$ 960	\$ 24	\$ (936)	-97.50%
Indirect A&G	\$ 24	\$ -	\$ (24)	-100.00%
6.96% Burbank	\$ -			
93.04% Pasadena	\$ -			
100.00%	\$ -			
TOTAL FOR BILLING	\$ 984	\$ 24	\$ (960)	-97.56%
Estimated MWHs	14,349	0	(14,349)	-100.00%
Cost/KWH (without Indirect A&G)	\$ 0.067	#DIV/0!	#DIV/0!	#DIV/0!

EXPLANATION OF VARIANCES

- Project provided Notice of Force Majeure on 2/22/2024 due to Thermal Chemical Reaction in Landfill. As the project is not expected to return to service during FY 25/26, the project budget does not include PPA Payments.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

PUENTE HILLS LANDFILL GAS PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 11,928	\$ 11,676	\$ (252)	-2.11%
Direct A&G	\$ 24	\$ 24	\$ -	0.00%
Working Capital	\$ -	\$ -	\$ -	
PROJECT TOTAL	\$ 11,952	\$ 11,700	\$ (252)	-2.11%
Indirect A&G	\$ 228	\$ 228	\$ -	0.00%
30.00% Banning	\$ 68.4			
17.91% Colton	\$ 40.8			
30.95% Pasadena	\$ 70.6			
21.15% Vernon	\$ 48.2			
<u>100.00%</u>	<u>\$ 228</u>			
TOTAL FOR BILLING	\$ 12,180	\$ 11,928	\$ (252)	-2.07%

Estimated MWHs	149,051	146,000	(3,051)	-2.05%
Cost/KWH (without Indirect A&G)	\$ 0.080	\$ 0.080	\$ (0.000)	-0.06%

EXPLANATION OF VARIANCES

- 1 Energy cost = \$80/MWH. No credit for CAISO settlements budgeted.
- 2 Estimated MWHs based on CY 2022 with anticipated historical decline in landfill gas.
- 3 Indirect A&G is SCPA administrative cost allocated by approved methodology.
- 4 Force Majeure Notice received on March 11, 2024 indicating intent to terminate on December 31, 2026.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

ROSEBURG BIOMASS PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
PPA Payments	\$ 1,344	\$ 888	\$ (456)	-33.93%
Net Direct A&G	\$ 36	\$ 36	\$ -	0.00%
Net Cost Recovery Payment	\$ -	\$ -	\$ -	#DIV/0!
PROJECT TOTAL	\$ 1,380	\$ 924	\$ (456)	-33.04%
Net Indirect A&G	\$ 12	\$ 12	\$ -	0.00%
7.15% Anaheim	\$ 0.9			
66.41% IID	\$ 8.0			
26.44% LADWP	\$ 3.2			
100.00%	\$ 12.0			
TOTAL FOR BILLING	\$ 1,392	\$ 936	\$ (456)	-32.76%
Estimated MWHs	29,186	19,240	(9,946)	-34.08%
Cost/KWH (without Indirect A&G)	\$ 0.047	\$ 0.048	0.001	1.57%

EXPLANATION OF VARIANCES

- 1 PPA Payment based on delivered energy of \$46/MWh.
- 2 No working capital collected
- 3 PPA Payments based on delivered energy volumes* from contract
*Participants do not take delivery of any MWhs, rather payment is based on what is delivered to the grid.
- 4 Starting FY 21-22, Cost Recovery Fee of \$1/MWh added to PPA Payments
- 5 Expected energy based on CY 2023 and represents SCPPA's share only.
- 6 PPA expires on February 15, 2026.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

CLEAN ENERGY PREPAY PROJECT

COMPARISON OF BUDGET - FISCAL YEAR 2024-25 TO 2025-26
(\$000's)

	<u>2024-25</u>	<u>2025-26</u>	Variance	
			\$	%
Working Capital	\$ 54	\$ -	\$ (54)	-100.00%
Direct A&G	\$ 63	\$ 72	\$ 9	14.29%
PROJECT TOTAL	\$ 117	\$ 72	\$ (45)	-38.46%
Indirect A&G	\$ -	\$ -	\$ -	#DIV/0!
100.00% Anaheim	\$ -			
100.00%	\$ -			
TOTAL FOR BILLING	\$ 117	\$ 72	\$ (45)	-38.46%

EXPLANATION OF VARIANCES

- 1 The Clean Energy Project budget for FY 25/26 includes only SCPPA A&G.