INVITATION TO TENDER BONDS FOR PURCHASE

made by

PUBLIC POWER GENERATION AGENCY

to the Beneficial Owners of

PUBLIC POWER GENERATION AGENCY
WHELAN ENERGY CENTER UNIT 2
REVENUE REFUNDING BONDS
2016 SERIES A

of the maturities and corresponding CUSIP numbers listed in Table 1 hereof for cash

THIS INVITATION TO TENDER BONDS FOR PURCHASE WILL EXPIRE AT 5:00 P.M., EASTERN TIME, ON SEPTEMBER 13, 2024, UNLESS CANCELED OR EXTENDED AS DESCRIBED HEREIN. TENDERED TARGET BONDS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE. SEE "TERMS OF THIS INVITATION."

The Public Power Generation Agency ("PPGA"), with the assistance of BofA Securities, Inc., as dealer manager (the "Dealer Manager"), makes this Invitation to Tender Bonds for Purchase, dated August 30, 2024 (as it may be amended or supplemented, including the cover page, inside cover page and appendices, this "Invitation"), to the beneficial owners (the "Holders" or "Bondholders") of certain maturities of PPGA's outstanding Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2016 Series A (the "Target Bonds") set forth in Table 1. Pursuant to this Invitation, PPGA invites each Bondholder to tender to PPGA (an "Offer"), for cash purchase, all or part of its beneficial ownership interests in the Target Bonds, subject to the provisions set forth herein.

Should PPGA accept an Offer to purchase a validly tendered Target Bond, the purchase price for such bond will be determined as follows:

- The offer price for the Target Bonds will be the purchase price set forth in Table 1 of this Invitation (the "Purchase Price").
- In addition to the applicable Purchase Price, PPGA will pay Bondholders accrued and unpaid interest ("Accrued Interest") on Target Bonds accepted for purchase, from each such Target Bond's last interest payment date up to, but not including, the Settlement Date.

If PPGA accepts for purchase any validly tendered Target Bonds, and all conditions to this Invitation have been satisfied or waived by PPGA, PPGA will pay on October 8, 2024 (the "Settlement Date") the Purchase Price of and Accrued Interest on such Target Bonds; provided, that PPGA may extend such Settlement Date. If PPGA selects any purchase offer for Target Bonds of a particular CUSIP number, PPGA will purchase all Target Bonds of that CUSIP number tendered under such offer.

PPGA expects to pay the aggregate total of all Purchase Prices of Target Bonds accepted for purchase hereunder (the "Aggregate Purchase Price") using net proceeds of a portion of PPGA's Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2024 Series A (the "2024 Refunding Bonds"), which PPGA intends to issue on the Settlement Date. PPGA will issue the 2024 Refunding Bonds in the manner, on the terms and with the security described in the Preliminary Official Statement, dated August 30, 2024, attached as APPENDIX A (the "2024 PPGA POS"). PPGA expects to pay Accrued Interest on all Target Bonds accepted for purchase with legally available PPGA funds. PPGA's purchase of any Target Bonds tendered pursuant to this Invitation is contingent upon, among other things, the issuance of the 2024 Refunding Bonds, and is subject to the Financing Conditions (as defined herein). See "INTRODUCTION—General."

To make an informed decision regarding whether and how to tender Target Bonds for purchase pursuant to this Invitation, Bondholders should carefully read this Invitation in its entirety, including APPENDIX A, and consult with their brokers, account executives, financial advisors, attorneys and/or other professionals (each a "Financial Representative"). For further information regarding risks concerning this Invitation, please see "ADDITIONAL CONSIDERATIONS."

Any Bondholder wishing to tender Target Bonds must follow the procedures for Offers more specifically described in this Invitation. Bondholders and their Financial Representatives with questions about this Invitation should contact the Dealer Manager or the Information and Tender Agent.

Key Dates and Times

All of these dates and times are subject to change. All times are Eastern Time.
Notices of changes will be sent in the manner provided for in this Invitation.

Launch Date	August 30, 2024
Expiration Date	5:00 P.M. on September 13, 2024
Notice of Results	September 16, 2024
Acceptance Date	September 18, 2024
Settlement Date	October 8, 2024

The Dealer Manager is: **BofA Securities, Inc.**

The Information and Tender Agent is: **Globic Advisors Inc.**

Dated: August 30, 2024.

TABLE 1

TARGET BONDS SUBJECT TO THIS INVITATION[1]

PUBLIC POWER GENERATION AGENCY
WHELAN ENERGY CENTER UNIT 2
REVENUE REFUNDING BONDS
2016 SERIES A

CUSIP[2]	Maturity	Interest Rate	Outstanding Principal Amount	Par Call Date	Purchase Price (% of Principal Amount)
744434 ED9	01/01/2032	5.000%	$19,630,000	07/01/2026	104.712
744434 EE7	01/01/2033	3.000	16,315,000	07/01/2026	96.090
744434 EF4	01/01/2034	5.000	16,800,000	07/01/2026	104.604
744434 EP2	01/01/2035	3.125	11,140,000	07/01/2026	95.005
744434 EG2	01/01/2035	5.000	6,500,000	07/01/2026	104.565
744434 EH0	01/01/2036	3.250	18,315,000	07/01/2026	95.172
744434 EJ6	01/01/2037	5.000	18,910,000	07/01/2026	104.353
744434 EK3	01/01/2038	5.000	7,655,000	07/01/2026	104.241
744434 EL1	01/01/2039	5.000	8,040,000	07/01/2026	104.165
744434 EM9	01/01/2040	5.000	8,440,000	07/01/2026	104.090
744434 EN7	01/01/2041	5.000	8,865,000	07/01/2026	103.870

(1) Preliminary; subject to change.

(2) CUSIP Global Services (“CGS”) has provided the CUSIP data herein. FactSet Research Systems Inc. manages CGS on behalf of the American Bankers Association. This Invitation’s inclusion of CUSIP data is for convenience and reference only, and does not create a database or serve as a substitute for the CUSIP service. None of PPGA, the Dealer Manager, the Information and Tender Agent, or their respective agents or counsel assumes responsibility for the data’s accuracy.

IMPORTANT INFORMATION

This Invitation and other information with respect to this Invitation are and will be available from BofA Securities, Inc. as dealer manager (the "Dealer Manager") and Globic Advisors Inc. (the "Information and Tender Agent") at http://emma.msrb.org and https://www.globic.com/PPGA. Bondholders wishing to tender their Target Bonds for purchase pursuant to this Invitation must follow the procedures described in this Invitation. PPGA reserves the right to cancel or modify this Invitation at any time on or prior to the Expiration Date, as further described herein, and reserves the right to make a future tender offer at prices different than the prices described in this Invitation in its sole discretion. PPGA has no obligation to accept tendered Target Bonds for purchase, or to purchase Target Bonds tendered and accepted for purchase, if (i) this Invitation is withdrawn or modified, (ii) PPGA is unable to issue the 2024 Refunding Bonds or (iii) any other conditions set forth in this Invitation are not satisfied. PPGA reserves the right to accept nonconforming Offers or waive irregularities in any Offer of Target Bonds. The sale of the 2024 Refunding Bonds is subject to market conditions and other conditions to be satisfied on or prior to the Settlement Date. This Invitation is also subject to certain other conditions as described herein.

TARGET BONDS NOT TENDERED FOR PURCHASE IN RESPONSE TO THIS INVITATION, AND TARGET BONDS PPGA DOES NOT PURCHASE IN RESPONSE TO THIS INVITATION (COLLECTIVELY, THE "UNPURCHASED BONDS"), WILL REMAIN OUTSTANDING. TARGET BONDS TENDERED TO, BUT NOT PURCHASED BY, PPGA WILL BE RETURNED TO THE RESPECTIVE HOLDERS OF SUCH BONDS. PPGA MAY AT ANY TIME REFUND, REDEEM, DEFEASE, OFFER TO PURCHASE OR EXCHANGE SOME OR ALL OF THE UNPURCHASED BONDS ACCORDING TO THEIR TERMS.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THIS INVITATION OR PASSED UPON THE FAIRNESS OR MERITS OF THIS INVITATION OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS INVITATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PPGA IS NOT EXTENDING THIS INVITATION TO, AND WILL NOT ACCEPT TARGET BONDS TENDERED FROM OR ON BEHALF OF, BONDHOLDERS IN ANY JURISDICTION IN WHICH THIS INVITATION OR SUCH OFFER OR SUCH ACCEPTANCE THEREOF WOULD NOT COMPLY WITH THE LAWS OF SUCH JURISDICTION. IN ANY JURISDICTION WHERE THE SECURITIES, "BLUE SKY" OR OTHER LAWS REQUIRE THAT A LICENSED OR REGISTERED BROKER OR DEALER MAKE THIS INVITATION, THIS INVITATION SHALL BE DEEMED TO BE MADE ON BEHALF OF PPGA THROUGH THE DEALER MANAGER.

This Invitation includes website addresses, which may appear in hyperlink form, for informational purposes only and solely for the reader's convenience. Unless specified otherwise, such websites, links and the information contained therein are not incorporated into, and are not a part of, this Invitation.

PPGA has not authorized any dealer, salesperson or other person to provide any information or make any representations except as contained in this Invitation, including APPENDIX A. Investors must not rely upon any such unauthorized information or representations.

The delivery of this Invitation shall not under any circumstances create any implication that any information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or materials delivered herewith or in the affairs of PPGA since the date hereof. The information contained in this Invitation is as of the date of this Invitation only and is subject to change, completion, or amendment without notice. None of PPGA, the Dealer Manager or the Information and Tender Agent are responsible (i) for transmitting any Offer or (ii) for the Depository Trust Company ("DTC") process and Holders' interactions with DTC and the DTC participants.

The Dealer Manager makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, including APPENDIX A. The Dealer Manager has not independently verified any of the information contained herein and assumes no responsibility for the accuracy or completeness of any such information.

None of PPGA, the Dealer Manager or the Information and Tender Agent makes any recommendation that any Bondholder tender or refrain from tendering for purchase all or any portion of such Bondholder's Target Bonds. Bondholders must make their own decisions, and should read this Invitation carefully and consult with their Financial Representatives in making these decisions.

This Invitation contains estimates, projections, forecasts, and other forward-looking statements not intended as statements of fact, and which investors should not interpret as such. Terms such as "forecast," "plan," "expect," "estimate," "budget" or similar words and expressions may identify such statements. 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. PPGA does not intend to issue any updates or revisions to those forward-looking statements if or when changes to its expectations, or events, conditions or circumstances on which such statements are based, occur.

This Invitation, including APPENDIX A, contains important information that should be read in its entirety before any decision is made with respect to this Invitation.

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INTRODUCTION

General

The Public Power Generation Agency ("PPGA"), with the assistance of BofA Securities, Inc. as dealer manager (the "Dealer Manager"), makes this Invitation to Tender Bonds for Purchase, dated August 30, 2024 (as it may be amended or supplemented, including the cover page, inside cover page and appendices, this "Invitation"), to the beneficial owners (the "Holders" or "Bondholders") of certain maturities of PPGA's outstanding Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2016 Series A (the "Target Bonds") set forth on page (i) of this Invitation. Pursuant to this Invitation, PPGA invites each Bondholder to tender to PPGA (an "Offer"), for cash purchase, all or part of its beneficial ownership interests in the Target Bonds.

Should PPGA accept an Offer to purchase a validly tendered Target Bond, the purchase price for such bond will be determined as follows:

- The offer price for the Target Bonds will be the purchase price set forth in Table 1 of this Invitation (the "Purchase Price").
- In addition, PPGA will pay Bondholders accrued and unpaid interest ("Accrued Interest") on Target Bonds accepted for purchase, from the applicable last interest payment date up to, but not including, the Settlement Date.

If PPGA accepts for purchase any Target Bonds, and all conditions to this Invitation have been satisfied or waived by PPGA, PPGA will pay on October 8, 2024 (the "Settlement Date") the Purchase Price of and Accrued Interest on such bonds; provided, that PPGA may extend the Settlement Date. If PPGA selects any purchase offer for Target Bonds of a particular CUSIP number, PPGA will purchase all Target Bonds of that CUSIP number tendered under such offer.

Bondholders must submit Offers by 5:00 P.M., Eastern Time, on September 13, 2024 or such later date as PPGA may determine (such original or later date, the "Expiration Date"). PPGA may extend, amend, waive the terms of or otherwise modify this Invitation at any time on or prior to the Expiration Date. PPGA may also, at any time on or prior to the Settlement Date, cancel this Invitation if the conditions set forth herein are not satisfied or waived, in which case PPGA will have no obligation to purchase any tendered Target Bonds. See "TERMS OF THIS INVITATION—Extension, Termination and Amendment of each Offer; Changes to Terms" for a description of PPGA's right to extend, cancel, amend, waive the terms of or otherwise modify this Invitation, and related notice requirements.

PPGA expects to pay the aggregate total of all Purchase Prices of Target Bonds accepted for purchase hereunder (the "Aggregate Purchase Price") with net proceeds of a portion of PPGA's Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2024 Series A (the "2024 Refunding Bonds"), which PPGA intends to issue on the Settlement Date. PPGA expects to pay Accrued Interest on all Target Bonds validly tendered and accepted for purchase with legally available PPGA funds.

The purchase of any Target Bonds tendered pursuant to this Invitation is contingent upon the issuance of the 2024 Refunding Bonds, and subject to the Financing Conditions (as defined below).

Financing Conditions

Notwithstanding any other provision of this Invitation, PPGA has no obligation to accept for purchase any tendered Target Bonds, and its obligation to pay the Purchase Price of Target Bonds accepted for purchase is subject to the satisfaction or waiver of the following conditions, on or prior to the Settlement Date (collectively, the "Financing Conditions"):

(a) PPGA must successfully complete the debt financing transaction (the "Proposed Financing") consisting of the issuance of the 2024 Refunding Bonds, the proceeds of which are sufficient to (x) fund the Aggregate Purchase Price of all Target Bonds accepted for purchase and (y) pay all fees and expenses associated with the Proposed Financing and this Invitation; and

(b) the purchase by PPGA of Target Bonds tendered pursuant to this Invitation, in conjunction with the Proposed Financing, must enable PPGA to meet or exceed its debt service savings objectives, satisfy applicable tax and other legal requirements, and use a structure reasonably acceptable to PPGA.

PPGA reserves the right to withdraw this Invitation at any time on or prior to the Settlement Date if the conditions set forth herein are not satisfied or waived by giving notice to the Information Services of such cancellation, in which case PPGA will have no obligation to purchase Target Bonds. **PPGA reserves the right to determine whether each Financing Condition has been satisfied, or whether to waive any Financing Condition. PPGA may withdraw this Invitation at any time prior to the Expiration Date.**

Purpose

PPGA is issuing this Invitation pursuant to a plan of finance in which PPGA will use proceeds from the sale of the 2024 Refunding Bonds to purchase Target Bonds tendered pursuant to this Invitation. PPGA's purchase of such Target Bonds is contingent upon the receipt of sufficient proceeds from the issuance of the 2024 Refunding Bonds, together with other available PPGA funds, to accomplish such purpose. PPGA cannot offer assurances as to if or when the 2024 Refunding Bonds will be issued, or whether the proceeds thereof, together with other available funds of PPGA, will be sufficient to enable PPGA to purchase any or all of the Target Bonds tendered for purchase.

PPGA's purpose in issuing the 2024 Refunding Bonds is to produce debt service savings that meet or exceed PPGA's debt service savings threshold requirements. Accordingly, PPGA will determine which tendered Target Bonds to purchase, if any, based upon market conditions associated with the sale of the 2024 Refunding Bonds and other factors outside of PPGA's control. See "INTRODUCTION—Financing Conditions" above.

Consideration for Invitation

The Purchase Price for each CUSIP for the Target Bonds listed in Table 1 of this Invitation represents the price, expressed as a percent of principal amount, at which PPGA will purchase such Target Bonds.

Accrued Interest on such Target Bonds will be paid by PPGA to the tendering Bondholders on the Settlement Date.

Binding Contract to Sell

If PPGA accepts an Offer by the time specified herein, the offering Bondholder will be obligated to sell, and PPGA will be obligated to purchase, such Target Bonds on the Settlement Date at the Purchase Price for such Target Bonds, plus Accrued Interest, subject to the conditions described herein.

Sources of Funds to Purchase Target Bonds and Pay Accrued Interest

PPGA expects to pay the Aggregate Purchase Price with net proceeds of the 2024 Refunding Bonds, and expects to pay Accrued Interest on all Target Bonds accepted for purchase with legally available PPGA funds. **PPGA's purchase of Target Bonds tendered pursuant to this Invitation is contingent upon the issuance of the 2024 Refunding Bonds, which issuance is subject to market conditions, and other conditions to be satisfied on or prior to the Settlement Date.** The 2024 Refunding Bonds are described in the 2024 PPGA POS. PPGA is not offering any 2024 Refunding Bonds for sale pursuant to this Invitation.

Brokerage Commissions and Other Fees

Bondholders will not be obligated to pay any brokerage commissions or other fees to PPGA, the Dealer Manager, or the Information and Tender Agent in connection with this Invitation. Bondholders should consult the Financial Representative who maintains the account in which their Target Bonds are held to determine whether such Financial Representative will charge any commissions or fees.

Unpurchased Bonds

Unpurchased Bonds will continue to be outstanding, and payable and secured pursuant to their terms. Unpurchased Bonds tendered but not purchased by PPGA will be returned to their respective Holders. Holders of Unpurchased Bonds will continue to bear the risk of ownership of such bonds.

For information concerning PPGA's operations and finances, see the 2024 PPGA POS attached as APPENDIX A. Bondholders must read the entirety of this Invitation, including APPENDIX A, in order to make an informed decision.

PPGA may at any time refund, redeem, defease, offer to purchase or exchange some or all of the Unpurchased Bonds according to their terms. See "ADDITIONAL CONSIDERATIONS."

Dealer Manager, Information and Tender Agent

BofA Securities, Inc. is Dealer Manager and Globic Advisors Inc. is Information and Tender Agent for this Invitation. Investors with questions about this Invitation should contact the Dealer Manager or Information and Tender Agent using the contact information under the heading "MISCELLANEOUS."

TERMS OF THIS INVITATION

Expiration Date

PPGA's invitation to submit Offers will expire at 5:00 P.M., Eastern Time, on the Expiration Date. Holders tendering Target Bonds must follow the procedures described herein. PPGA may accept for purchase Target Bonds offered after 5:00 P.M., Eastern Time, on the Expiration Date and prior to the acceptance of Offers by PPGA as described below under the heading "–Irrevocability of Offers; Return of Target Bonds Not Purchased" upon satisfaction or waiver of the Financing Conditions.

PPGA may extend the Expiration Date, the Acceptance Date or the Settlement Date, or cancel, amend or otherwise modify or waive any conditions of this Invitation. See "—Extension, Cancellation and Amendment of Each Offer; Changes to Terms."

Offers Only Through the DTC ATOP Account

The Target Bonds are held in book-entry-only form through the facilities of The Depository Trust Company ("DTC"), New York, New York, as depository for the Target Bonds. PPGA, through the Information and Tender Agent, will establish an Automated Tender Offer Program ("ATOP") account (the "DTC ATOP Account") at DTC for the Target Bonds promptly following the date of this Invitation.

PPGA WILL ONLY ACCEPT OFFERS MADE THROUGH THE DTC ATOP ACCOUNT. AS A RESULT, BONDHOLDERS WHO ARE NOT DTC PARTICIPANTS MAY ONLY MAKE OFFERS THROUGH THE FINANCIAL INSTITUTION THAT MAINTAINS THE DTC ACCOUNT IN WHICH THEIR TARGET BONDS ARE HELD. <u>PPGA WILL NOT ACCEPT OFFERS BY MEANS OF LETTERS OF TRANSMITTAL</u>.

Any financial institution that is a DTC participant may make a book-entry tender of a Target Bond by causing DTC to transfer such Target Bond into the DTC ATOP Account relating to this Invitation, and the applicable series, maturity and CUSIP number, in accordance with DTC's procedures for such transfer. Bondholders who are not DTC participants may only tender Target Bonds pursuant to this Invitation by making arrangements with and instructing their Financial Representative to tender the Bondholder's Target Bonds through the DTC ATOP Account. To ensure a Bondholder's Target Bonds are tendered to the DTC ATOP Account by 5:00 P.M., Eastern Time, on the Expiration Date, the Bondholder must provide instructions to the Bondholder's Financial Representative in sufficient time for the Financial Representative to tender the Target Bonds to the DTC ATOP Account by this deadline. A Bondholder should contact its Financial Representative for information as to when the Financial Representative requires the Bondholder's instructions in order to tender the Bondholder's Target Bonds to the DTC ATOP Account by 5:00 P.M., Eastern Time, on the Expiration Date. See "—Tender of Target Bonds by Financial Institutions; DTC ATOP Account."

PPGA, the Dealer Manager, and the Information and Tender Agent are not responsible for the transfer of any tendered Target Bonds to the DTC ATOP Account or for any mistakes, errors or omissions in the transfer of any tendered Target Bonds.

Information to Bondholders

PPGA may provide information regarding this Invitation to the market and Bondholders by delivery of such information to DTC and to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at http://emma.msrb.org ("EMMA"), (collectively, with information provided to the Information and Tender Agent as hereinafter described, the "Information Services"). Additionally, PPGA may provide information regarding this Invitation to the Information and Tender Agent. The Information and Tender Agent will publish such information through its website, https://www.globic.com/PPGA. Delivery of information to the Information Services, by or on behalf of PPGA, will be deemed to constitute delivery of such information to each Bondholder.

PPGA, the Dealer Manager, and the Information and Tender Agent have no obligation to ensure that a Bondholder actually receives any information provided to the Information Services.

Bondholders wishing to receive information transmitted by or on behalf of PPGA to the Information Services may receive such information from the Dealer Manager or the Information and Tender Agent by contacting them using the contact information under the heading "MISCELLANEOUS."

Any updates to this Invitation, including any supplements to the 2024 PPGA POS, will be distributed through the Information Services. Assuming PPGA issues the 2024 Refunding Bonds, the final Official Statement with respect to such bonds will be posted to EMMA subsequent to the Acceptance Date and prior to the Settlement Date.

Minimum Denominations

A Bondholder may submit one or more Offers to tender their Target Bonds of a particular CUSIP number in a principal amount of their choosing; provided, such principal amount must equal the minimum denomination of $5,000 (the "Minimum Authorized Denomination") or any integral multiple of $5,000 in excess thereof; and such principal amount may not exceed the principal amount of such Target Bonds owned by such Bondholder.

Accrued Interest

The Purchase Price of a Target Bond does not include any amount representing Accrued Interest thereon. PPGA will pay on the Settlement Date any Accrued Interest on purchased Target Bonds using legally available funds of PPGA.

Provisions Applicable to All Tenders

Need for Advice. Bondholders should seek assistance from their Financial Representatives in determining: (a) whether to tender Target Bonds for purchase, and (b) the principal amount of Target Bonds to tender for purchase. None of PPGA, the Dealer Manager, or the Information and Tender Agent will charge any Bondholder for submitting Offers or tendering Target Bonds.

Need for Specificity of Tender. No Offer of Target Bonds of a CUSIP may exceed the principal amount of Target Bonds of such CUSIP owned by the Bondholder. Each Offer must include (a) the CUSIP number(s) of the Target Bonds being offered, and (b) the principal amount of the Target Bonds being tendered for purchase. The principal amount of the Target Bonds being tendered for purchase must be stated in Authorized Denominations; if not so stated, for Offers to sell less than all of the Bondholder's position in the Target Bonds, such principal amount will be reduced to the greatest integral multiple of $5,000. Any Bondholder located outside of the United States should consult with their Financial Representative to determine if any additional minimal increments, alternative settlement timing restrictions or other limitations apply.

ALL OFFERS FOR PURCHASE MUST BE MADE THROUGH THE DTC ATOP ACCOUNT. PPGA WILL NOT ACCEPT ANY TENDERS FOR PURCHASE THAT ARE NOT MADE THROUGH THE DTC ATOP ACCOUNT. <u>PPGA WILL NOT ACCEPT OFFERS BY MEANS OF LETTERS OF TRANSMITTAL</u>. See "—"Tender of Target Bonds by Financial Institutions; DTC ATOP Account."

General. A Bondholder may only offer Target Bonds that it owns or controls. All tenders shall survive the death or incapacity of the tendering Bondholder.

Bondholders wishing to receive information furnished by PPGA to the Information Services can review the EMMA website or the website of the Information and Tender Agent at https://www.globic.com/PPGA or make arrangements with their Financial Representatives or the Information and Tender Agent to obtain the information.

Representations by Tendering Bondholders to PPGA

By tendering Target Bonds for purchase, each tendering Bondholder will be deemed to have represented to and agreed with PPGA that:

(a) the Bondholder has received this Invitation and the 2024 PPGA POS and has had the opportunity to review such materials prior to making its decision to submit an Offer to tender Target Bonds;

(b) if the Bondholder submits an Offer to tender Target Bonds, the Bondholder agrees not to sell or otherwise dispose of the tendered Target Bonds before PPGA determines whether to accept such Tendered Bonds for purchase or the Bondholder has withdrawn such Target Bonds from its Offer on the terms and conditions set forth on this Invitation;

(c) if the Bondholder submits an Offer to tender Target Bonds and PPGA accepts such an Offer, the Bondholder will be obligated to sell such tendered Target Bonds on the terms and conditions set forth in this Invitation, and if PPGA purchases any tendered Target Bonds, it shall be on the terms and conditions set forth in this Invitation;

(d) the Bondholder has full power and authority to offer to tender, sell, assign and transfer any Target Bonds tendered thereby; and if PPGA accepts the Bondholder's Offer to tender such bonds, on the Settlement Date, PPGA will acquire good, marketable and unencumbered title thereto, free and clear of all liens, charges, encumbrances, conditional sales agreements or other obligations and not subject to any adverse claims, subject to payment to the Bondholder of the applicable Purchase Price(s), plus Accrued Interest;

(e) the Bondholder has made their own independent decision to Offer and tender Target Bonds for purchase pursuant to this Invitation, under the terms hereof, and such decision is based upon the Bondholder's own judgment and upon advice from such advisors with whom the Bondholder has consulted;

(f) the Bondholder is not relying on any communication from PPGA, the Dealer Manager or the Information and Tender Agent as investment advice or as a recommendation to Offer and tender the Bondholder's Target Bonds, it being understood that the information from PPGA, the Dealer Manager and the Information and Tender Agent related to the terms and conditions of this Invitation shall not be considered investment advice or a recommendation to Offer and tender Target Bonds; and

(g) the Bondholder is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand, agree and accept, the terms and conditions of this Invitation and the Bondholder's Offer.

Tender of Target Bonds by Financial Institutions; DTC ATOP Account

PPGA, through the Information and Tender Agent, will establish the DTC ATOP Account for purposes of this Invitation within three Business Days (as defined below) after the date of this Invitation. A tender of Target Bonds in accordance with this Invitation may be made to PPGA through the DTC ATOP Account. Any financial institution that is a participant in DTC may make a book-entry tender of the Target Bonds by causing DTC to transfer the applicable Target Bonds into the DTC ATOP Account in accordance with DTC's procedures. Concurrently with the delivery of Target Bonds through book-entry transfer into the DTC ATOP Account, an Agent's Message (defined below) in connection with such book-entry transfer must be transmitted to and received at the DTC ATOP Account by not later than 5:00 P.M., Eastern Time, on the Expiration Date (as this date may have been changed pursuant to this Invitation).

The confirmation of a book-entry transfer into the DTC ATOP Account as described above is referred to as a "Book-Entry Confirmation." The term "Agent's Message" means a message transmitted by DTC to, and received by, the DTC participant and forming a part of the Book-Entry Confirmation that states that DTC has received an express acknowledgment from the DTC participant tendering the Target Bonds that are the subject of such Book-Entry Confirmation, stating (1) the CUSIP number, series, and principal amount of the Target Bonds that have been tendered by such participant pursuant to this Invitation, and (2) that such participant on behalf of the related Bondholder agrees to be bound by the terms of this Invitation.

By causing DTC to transfer Target Bonds into the DTC ATOP Account, a financial institution warrants to PPGA that it has full authority, and has received from the Bondholder(s) of such Target Bonds all direction necessary, to tender and sell such Target Bonds as set forth in this Invitation. Bondholders who are not DTC participants can only tender Bonds pursuant to this Invitation by making arrangements with and instructing their Financial Representative to tender the Bondholder's Target Bonds through the DTC ATOP Account. To ensure a Bondholder's Target Bonds are tendered to the DTC ATOP Account by 5:00 P.M., Eastern Time, on the Expiration Date, a Bondholder must provide instructions to its Financial Representative in sufficient time for the Financial Representative to tender the Bondholder's Target Bonds to the DTC ATOP Account by this deadline. A Bondholder should contact its Financial Representative for information as to when the Financial Representative needs the Bondholder's instructions in order to tender the Bondholder's Target Bonds to the DTC ATOP Account by 5:00 P.M., Eastern Time, on the Expiration Date.

"Business Day" means a DTC business day, which is any day other than (i) a Saturday or a Sunday, or (ii) a day on which the offices of PPGA or banking institutions in New York, New York, are required or authorized by law to be closed.

NONE OF PPGA, THE DEALER MANAGER, OR THE INFORMATION AND TENDER AGENT ARE RESPONSIBLE FOR THE TRANSFER OF ANY TENDERED TARGET BONDS TO THE DTC ATOP ACCOUNT OR FOR ANY MISTAKES, ERRORS OR OMISSIONS IN THE TRANSFER OF ANY TENDERED TARGET BONDS.

Determinations as to Form and Validity of Offer; Right of Waiver and Rejection

All questions as to the validity (including the time of receipt at the DTC ATOP Account), form, eligibility and acceptance of Offers will be determined by PPGA in its sole discretion and such determinations will be final, conclusive and binding.

PPGA reserves the right to waive any irregularities or defects in any Offer. PPGA, the Dealer Manager, and the Information and Tender Agent are not obligated to give notice of any defects or irregularities in Offers and they will have no liability for failing to give such notice.

PPGA reserves the absolute right to reject any and all Offers, whether or not they comply with the terms of this Invitation.

Amendment or Withdrawals of Tenders Prior to an Expiration Date

A Bondholder may amend its Offer by causing an amendment notice to be received at the DTC ATOP Account with a new Offer for the same Target Bonds to be submitted to the DTC ATOP Account by not later than 5:00 P.M., Eastern Time, on the Expiration Date, as extended.

A Bondholder may withdraw its Target Bonds tendered for purchase pursuant to this Invitation by causing a withdrawal notice to be transmitted via the DTC ATOP Account to, and received by, the Information and Tender Agent by not later than 5:00 P.M., Eastern Time, on the Expiration Date, as extended. The Bondholder agrees not to sell or otherwise dispose of tendered Target Bonds unless and until such Target Bonds have been fully withdrawn as aforesaid.

Any amendment or withdrawal must be submitted in substantially the same manner as an Offer in response to this Invitation. ***All amendments or withdrawal notices must be made through the DTC ATOP Account. PPGA will not accept any amendments or withdrawals that are not made through the DTC ATOP Account.*** Holders who are not DTC participants can only amend or withdraw their Offer by making arrangements with and instructing their DTC participant to submit the Bondholder's amended Offer or the Bondholder's notice of withdrawal through the DTC ATOP Account.

Bondholders who have tendered their Target Bonds for purchase will not receive any information from PPGA, the Dealer Manager or the Information and Tender Agent concerning Offers by other Bondholders. Offering Bondholders will not be afforded an opportunity to amend their Offers after 5:00 P.M., Eastern Time, on the Expiration Date. An amended or withdrawn offer must specify the applicable CUSIP number, and with respect to amended Offers, the principal amount previously offered and the new amount being offered. All questions as to the validity (including the time of receipt) of an amendment or withdrawal will be determined by PPGA in its sole discretion and will be final, conclusive and binding.

Irrevocability of Offers; Return of Target Bonds Not Purchased

All Offers will become irrevocable at 5:00 P.M., Eastern Time, on the Expiration Date, subject to change as set forth in "– Extension, Cancellation and Amendment of Each Offer; Changes to Terms."

PPGA will instruct DTC to return to the offering institutions those Target Bonds offered but not accepted for purchase. None of PPGA, the Dealer Manager or the Information and Tender Agent is responsible or liable for the return of Target Bonds to offering institutions or Bondholders or for when such Target Bonds are returned.

Acceptance of Tenders for Purchase

As of the Acceptance Date, upon the terms and subject to the conditions of this Invitation, PPGA may accept for purchase validly tendered Target Bonds (or defectively tendered Target Bonds, if such defect has been waived by PPGA). Target Bonds accepted for purchase will be indicated by CUSIP. Any such acceptance is subject to the satisfaction, or waiver by PPGA, of the conditions to the purchase of tendered Target Bonds. See "—Acceptance of Tenders Constitutes Irrevocable Agreement; Notice of Results."

PPGA will have no obligation to purchase Target Bonds tendered and accepted for purchase if PPGA fails to issue the 2024 Refunding Bonds, or if other Financing Conditions are not satisfied or waived. PPGA has the right to purchase none, some or all of the Target Bonds offered, notwithstanding any information contained herein regarding PPGA's current intentions to purchase Target Bonds. With respect to Unpurchased Bonds, PPGA may at any time refund, redeem, defease, offer to purchase or exchange some or all of the Unpurchased Bonds according to their terms.

After the Expiration Date, PPGA will determine the amount (if any) of the tendered Target Bonds that it will purchase upon satisfaction or waiver of the Financing Conditions. If PPGA selects any purchase offer for Target Bonds of a particular CUSIP number, PPGA will purchase all Target Bonds of that CUSIP number tendered under such offer.

Notwithstanding any other provision of this Invitation, PPGA's obligation to accept for purchase, and to pay for Target Bonds validly tendered (and not validly withdrawn) pursuant to this Invitation, are subject to the satisfaction of or waiver of the Financing Conditions and the other conditions set forth herein. PPGA reserves the right, subject to applicable law, to amend any of the Financing Conditions to this Invitation, in whole or in part, at any time prior to the Expiration Date or from time to time to waive any Financing Conditions. This Invitation may be withdrawn by PPGA at any time prior to 5:00 P.M., Eastern Time, on the Expiration Date.

Acceptance of Tenders Constitutes Irrevocable Agreement; Notice of Results

Acceptance by PPGA of Target Bonds tendered for purchase will constitute an irrevocable agreement between the offering Bondholder and PPGA to sell and purchase such Target Bonds, subject to satisfaction of all conditions to PPGA's obligation to purchase tendered Target Bonds and the other terms of this Invitation. See "—Minimum Denominations" herein.

The acceptance of Target Bonds tendered for purchase is expected to be made by notification to the Information Services no later than 5:00 P.M., Eastern Time, on the Acceptance Date. This notification will state the principal amount of the Target Bonds of each CUSIP number that PPGA has agreed to purchase, in accordance with this Invitation, which may be zero for a particular CUSIP number.

Settlement Date; Purchase of Target Bonds

Subject to satisfaction of all conditions to PPGA's obligation to purchase Target Bonds offered and accepted for purchase pursuant to this Invitation, as described herein, including, without limitation, the Financing Conditions, on the Settlement Date, as extended, PPGA will purchase and pay for all Target Bonds validly tendered for purchase to PPGA pursuant to accepted Offers, at the applicable Purchase Price, plus Accrued Interest and the tendering Bondholders will sell such Target Bonds to PPGA for such consideration.

If the conditions to PPGA's obligation to purchase Target Bonds are satisfied or waived, PPGA will pay the Aggregate Purchase Price in immediately available funds on the Settlement Date by deposit of such amount with DTC. PPGA expects that, in accordance with DTC's standard procedures, DTC will transmit amounts sufficient to purchase the tendered Target Bonds at their respective Purchase Prices in immediately available funds to its participant financial institutions that hold such tendered Target Bonds for delivery to the Bondholders. **None of PPGA, the Dealer Manager, and the Information and Tender Agent are responsible or liable for the distribution of the Purchase Prices plus Accrued Interest by DTC to the Bondholders.**

Extension, Termination and Amendment of Each Offer; Changes to Terms

PPGA may extend this Invitation by notice given to the Information Services at any time but no later than the first Business Day following the previously scheduled Expiration Date, or any prior extension thereof. Notice of an extension of the Expiration Date will be effective when such notice is given.

PPGA may extend the Acceptance Date and/or the Settlement Date by notice given to the Information Services at any time but no later than the first Business Day preceding the previously scheduled Acceptance Date and/or Settlement Date, as applicable, or any prior extension thereof. Notice of an extension of the Acceptance Date and/or the Settlement Date will be effective when such notice is given.

PPGA may amend, waive the terms of or otherwise modify this Invitation at any time on or prior to the Expiration Date, by giving notice to the Information Services of such amendment, waiver or other modification. The amendment, waiver or modification will be effective at the time specified in such notice.

PPGA may, at any time on or prior to the Settlement Date, cancel this Invitation with respect to the Target Bonds if the Financing Conditions set forth herein are not satisfied or waived by providing notice to the Information Services of such cancellation. PPGA will have no obligation to purchase Target Bonds if cancellation of this Invitation occurs or if PPGA fails to accept Offers.

If PPGA amends, modifies or waives any of the terms or conditions of this Invitation in any respect, PPGA may (but is not required to) disseminate additional Invitation materials and extend this Invitation to the extent required to allow, in PPGA's sole judgment, reasonable time for dissemination to Holders and for Holders to respond.

If PPGA amends the terms of this Invitation that relate to the consideration offered for the Target Bonds in any material respect, notice of such amendment will be given no later than five (5) Business Days before the Expiration Date, as extended, to provide reasonable time for dissemination of such amendment or waiver to Holders and for Holders to respond.

If PPGA amends the terms of this Invitation (other than any term that relates to the consideration offered for the Target Bonds), which amendment may include a waiver of any term, in any material respect, notice of such amendment or waiver will be given no later than three (3) Business Days before the Expiration Date, as extended, to provide reasonable time for dissemination of such amendment or waiver to Holders and for Holders to respond.

No extension or amendment or other modification or waiver of the terms or conditions of this Invitation will change PPGA's right to decline to purchase Target Bonds without liability on the conditions stated herein or give rise to any liability of PPGA, or the Information and Tender Agent to any Bondholder or nominee.

AVAILABLE INFORMATION

Certain information relating to the Target Bonds and PPGA may be obtained by contacting the Dealer Manager or Information and Tender Agent at the contact information set forth under "MISCELLANEOUS." Such information is limited to (i) this Invitation, including the information set forth in the 2024 PPGA POS attached hereto as APPENDIX A, and (ii) information regarding PPGA available through EMMA.

ADDITIONAL CONSIDERATIONS

None of PPGA, the Dealer Manager or the Information and Tender Agent make any recommendation that any Bondholder tender or refrain from tendering for purchase all or any portion of the Target Bonds. Each Bondholder must make their own decision and should read this Invitation and the 2024 PPGA POS and consult with their Financial Representative in making such decision.

In deciding whether to submit an Offer in response to this Invitation, each Bondholder should consider carefully, in addition to the other information contained in this Invitation, the following:

Unpurchased Bonds. Holders of Unpurchased Bonds will continue to hold such Unpurchased Bonds and such Unpurchased Bonds will remain outstanding. See "INTRODUCTION— Unpurchased Bonds."

Future Refunding or Tender. PPGA may in the future refund, or defease, all or any portion of the Unpurchased Bonds or may invite Holders to tender such Target Bonds for purchase by PPGA. Accordingly, it is possible that such Target Bonds would be redeemed or purchased at a more or less advantageous price than will be available through this Invitation.

Market for Target Bonds. The Target Bonds are not listed on any national or regional securities exchange. To the extent that the Target Bonds are traded, their prices may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Bondholders may be able to sell Target Bonds at a price greater than the Purchase Price.

Ratings. Moody's Investors Service, Inc. and Fitch Ratings Inc. have assigned their ratings of "A2" and "A", respectively, to the 2024 Refunding Bonds. Such ratings reflect only the views of such organizations. Any desired explanation of the significance of such ratings and any outlooks or other statements given by such rating agency with respect thereto should be obtained from such rating agency.

There is no assurance that the current ratings assigned to the Target Bonds will continue for any given period of time or that any of such ratings will not be revised upward or downward, suspended or withdrawn entirely by any rating agency. Any such upward or downward revision, suspension or withdrawal of such ratings may have an effect on the availability of a market for or the market price of the Target Bonds. Each Bondholder should review these ratings and consult with its Financial Representatives concerning them.

Market Conditions for the 2024 Refunding Bonds. The purpose of the sale of the 2024 Refunding Bonds associated with this Invitation is to meet or exceed PPGA's debt service savings threshold requirements. Thus, the final decision to purchase Target Bonds, and, if less than all of the Target Bonds that are tendered are purchased, which Target Bonds will be accepted for purchase by PPGA, will be based upon market conditions associated with the sale of the 2024 Refunding Bonds and other factors outside of the control of PPGA.

Financing Timetable. There is currently a period of approximately three (3) Business Days between the Expiration Date and the date on which PPGA will determine the Target Bonds that it will accept for purchase, as required by the timetable for the marketing and sale of the 2024 Refunding Bonds. Bondholders that tender their Target Bonds will not be able to sell or otherwise dispose of their Target Bonds so tendered during this time period, even if their Target Bonds are not initially or ultimately accepted for purchase by PPGA, unless such Target Bonds have been withdrawn from their Offer on the terms and conditions set forth in this Invitation. See "TERMS OF THS INVITATION – Amendment or Withdrawal of Tenders Prior to an Expiration Date."

Certain Potential Effects of This Invitation on Target Bonds Not Purchased. The purchase of Target Bonds by PPGA may have certain potential adverse effects on Holders of Unpurchased Bonds, including that the principal amount of the Unpurchased Bonds available to trade publicly will be reduced, which could adversely affect the liquidity and market value of the Unpurchased Bonds.

SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The following is a general summary of the U.S. federal income tax consequences for tendering Bondholders. No assurances can be given that future changes in U.S. federal income tax laws will not alter the conclusions reached herein. The discussion below does not purport to deal with U.S. federal income tax consequences applicable to all categories of investors. Further, this summary does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular investor in the Target Bonds in light of the investor's particular circumstances or to certain types of investors subject to special treatment under U.S. federal income tax laws. Tendering Bondholders should note that no rulings have been or will be sought from the Internal Revenue Service (the "IRS"), and no assurance can be given that the IRS will not take contrary positions, with respect to any of the U.S. federal income tax consequences discussed below. This U.S. federal income tax discussion is included for general information only and should notbe construed as a tax opinion nor tax advice by PPGA, or any of their advisors or agents, to the Bondholders, and Bondholders therefore should not rely upon such discussion.

The tender of a Target Bond will be a taxable event for U.S. federal income tax purposes. A Bondholder who tenders their Target Bonds for cash pursuant to this Invitation generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount realized, which is generally the Purchase Price (not including Accrued Interest) received by the Bondholder, and the Bondholder's adjusted tax basis in its tendered Target Bonds. The gain or loss may be capital gain or loss or may be ordinary income or loss, depending on the particular circumstances of the Bondholder. The deductibility of capital losses is subject to various limitations. A Bondholder's amount realized and adjusted tax basis are determined as set forth in the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder.

Bondholders should consult with their own tax advisors regarding the U.S. federal, state, local or non-U.S. tax consequences of tendering Target Bonds pursuant to this Invitation.

DEALER MANAGER

PPGA has retained BofA Securities, Inc. ("BofA Securities") as Dealer Manager for this Invitation. PPGA has agreed to pay the Dealer Manager fees for its services and to reimburse the Dealer Manager for its reasonable out-of-pocket costs and expenses relating to this Invitation. References in this Invitation to the Dealer Manager are to BofA Securities only in its capacity as the Dealer Manager. The compensation of the Dealer Manager is based upon the par amount of Target Bonds tendered to and accepted by PPGA.

The Dealer Manager may contact Bondholders regarding this Invitation and may request brokers, dealers, custodian banks, depositories, trust companies and other nominees to forward this Invitation to beneficial owners of the Target Bonds.

The Dealer Manager, together with its affiliates, comprises a full-service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Dealer Manager and its affiliates may have, from time to time, performed and may in the future perform, various investment banking services for PPGA for which it received or will receive fees and expenses. In the ordinary course of its various business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities and financial instruments which may include bank loans and/or credit default swaps) for their own account and for the accounts of their respective customers and may at any time hold long and short positions in such securities and instruments. Such investment securities activities may involve securities and instruments of PPGA, including the Target Bonds. In addition to its role as Dealer Manager for the Target Bonds, BofA Securities is serving as Senior Managing Underwriter for the 2024 Refunding Bonds as described in APPENDIX A, and as such, they will receive compensation in connection with that transaction as well as for acting as Dealer Manager in connection with this Invitation.

The Dealer Manager is not acting as financial or municipal advisor to PPGA in connection with this Invitation.

INFORMATION AND TENDER AGENT

Globic Advisors Inc. has been retained to serve as Information and Tender Agent for this Invitation. PPGA has agreed to pay the Information and Tender Agent fees for its services and to reimburse the Information and Tender Agent for its reasonable out-of-pocket costs and expenses relating to this Invitation.

MISCELLANEOUS

No one has been authorized by PPGA, the Dealer Manager, or the Information and Tender Agent to recommend to any Bondholder whether to tender Target Bonds pursuant to this Invitation or the amount of Target Bonds to tender. No one has been authorized to give any information or to make any representation in connection with this Invitation other than those contained in this Invitation. Any recommendations, information and representations given or made cannot be relied upon as having been authorized by PPGA, the Dealer Manager or the Information and Tender Agent.

None of PPGA, the Dealer Manager, or the Information and Tender Agent make any recommendation that any Bondholder tender or refrain from tendering all or any portion of the principal amount of such Bondholder's Target Bonds. Bondholders must make their own decisions and should read this Invitation carefully and consult with their Financial Representative in making these decisions.

Investors with questions about this Invitation should contact the Dealer Manager or the Information and Tender Agent. The contact information for the Dealer Manager and the Information and Tender Agent is as follows:
The Dealer Manager for this Invitation is:

BofA Securities, Inc.
Attn: Contact your BofA Securities
representative or the Municipal Liability Management Group
One Bryant Park, 12th
Floor New York, New York 10036
Phone: (646) 743-1362
E-mail: dg.muni-lm@bofa.com

The Information and Tender Agent for this Invitation is:

Globic Advisors Inc.
Attn: Robert Stevens
485 Madison Ave, 7th Floor
New York, New York 10022
Phone: (212) 227-9622
Email: rstevens@globic.com
Document Website: http://www.globic.com/PPGA

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APPENDIX A
PRELIMINARY OFFICIAL STATEMENT

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PRELIMINARY OFFICIAL STATEMENT DATED AUGUST 30, 2024

NEW ISSUE—BOOK ENTRY ONLY | **RATINGS: (SEE "BOND RATINGS" HEREIN)**

In the opinion of Bond Counsel to PPGA, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2024 Series A Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the 2024 Series A Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code; however, interest on the 2024 Series A Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Bond Counsel is also of the opinion that under the Nebraska Revenue Act of 1967, Nebr. Rev. St. §§77-2701 et seq., as amended to the issue date of the 2024 Series A Bonds (the "Revenue Act"), interest on the 2024 Series A Bonds is exempt from income taxation imposed by the State of Nebraska under Section 77-2715 of the Revenue Act to the extent that such interest is excluded from gross income for Federal income tax purposes. See "TAX MATTERS."

$150,000,000*
PUBLIC POWER GENERATION AGENCY
WHELAN ENERGY CENTER UNIT 2
REVENUE REFUNDING BONDS
2024 SERIES A

public power generation agency

Dated: Date of delivery | **Due: As shown on the inside cover**

The Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2024 Series A (the "*2024 Series A Bonds*") are issued in book-entry only form through The Depository Trust Company, which will act as securities depository for the 2024 Series A Bonds. Purchases of the 2024 Series A Bonds may be made only in book-entry form in denominations of $5,000 or any multiple thereof. Interest on the 2024 Series A Bonds is payable on each January 1 and July 1, commencing January 1, 2025. The 2024 Series A Bonds are subject to optional redemption prior to maturity as described herein. Computershare Trust Company, National Association, is the Trustee, Bond Registrar and Paying Agent for the 2024 Series A Bonds. See "THE 2024 SERIES A BONDS."

The 2024 Series A Bonds are being issued by Public Power Generation Agency ("*PPGA*") to (i) refund the 2015 Series Refunded Bonds (as defined herein), (ii) finance a portion of the purchase price of certain PPGA bonds tendered for purchase pursuant to the PPGA Tender Offer (as more fully described herein), and (iii) pay the of costs of issuance of the 2024 Series A Bonds. Under the Participation Agreements between PPGA and its five members (the "*Participants*"), the Participants have agreed to purchase all of the capacity and output of the Project (as defined herein) on a take-or-pay basis and to make payments to PPGA sufficient to pay all of the costs of the Project, including debt service on the 2024 Series A Bonds. See "THE PROJECT."

The 2024 Series A Bonds are special obligations of PPGA and are payable from and secured by a pledge of the Revenues derived by PPGA from the Project and certain other funds and rights pledged under the Resolution on a parity with all Bonds previously issued by PPGA, subject to the application of the Revenues under the terms of the Resolution and to the payment of the Operating Expenses of the Project. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

MATURITY SCHEDULE, INTEREST RATES, PRICES AND YIELDS
(see inside cover)

The 2024 Series A Bonds do not constitute a debt, liability or obligation of the Participants or of the State of Nebraska, and none of these entities is responsible for the payment of the 2024 Series A Bonds. PPGA has no taxing power. See "INVESTMENT CONSIDERATIONS — Special Obligations."

The 2024 Series A Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to PPGA, and certain other conditions. Certain legal matters will be passed on for PPGA by Woods Aitken LLP, Lincoln, Nebraska, for the Participants by their respective counsels, and for the Underwriters by Chapman and Cutler LLP, Salt Lake City, Utah. It is expected that the 2024 Series A Bonds will be available for delivery in book-entry form on or about October 8, 2024.*

This cover page contains certain information for general reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision. This Official Statement is dated _________, 2024, and the information contained herein speaks only as of that date.

BofA Securities

Goldman Sachs & Co. LLC | **RBC Capital Markets**

* Preliminary; subject to change.

$150,000,000*
PUBLIC POWER GENERATION AGENCY
WHELAN ENERGY CENTER UNIT 2
REVENUE REFUNDING BONDS
2024 SERIES A

Dated: Date of delivery **DUE: As shown below**

DUE (JANUARY 1)	PRINCIPAL AMOUNT	INTEREST RATE	PRICE	YIELD	CUSIP†
	$	%	%	%	

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* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above have been provided by CUSIP Global Services managed on behalf of the American Bankers Association by FactSet Research Systems Inc., and are included solely for the convenience of bondholders. PPGA and the Underwriters make no representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the 2024 Series A Bonds as a result of various subsequent actions including, but not limited to a refunding in whole or in part of the 2024 Series A Bonds.

PUBLIC POWER GENERATION AGENCY
1228 NORTH DENVER AVENUE
HASTINGS, NEBRASKA 68902-0398
(402) 463-1371

PPGA PARTICIPANTS

Municipal Energy Agency of Nebraska
Heartland Consumers Power District
Hastings Utilities
Grand Island Utilities
Nebraska City Utilities

GENERAL INFORMATION

The information contained in this Official Statement has been furnished by PPGA, DTC and other sources that are believed to be reliable. No dealer, broker, salesperson or any other person has been authorized by PPGA or the Underwriters to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized by PPGA or the Underwriters.

This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the 2024 Series A Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither 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 PPGA or in any other information contained herein, since the date of this Official Statement.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their respective 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.

The 2024 Series A Bonds have not been approved or disapproved by the Securities and Exchange Commission or any state securities commission. Neither the Securities and Exchange Commission nor any state securities commission has passed upon the accuracy or adequacy of this Official Statement.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 of the United States Securities and Exchange Commission. PPGA maintains a website. The information contained on the PPGA website is not incorporated in, and is not a part of, this Official Statement.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. When used in this Official Statement, the words "project," "estimate," "duplicate," "intend," "expect," "pro forma" and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The forward-looking statements have neither been reviewed nor reported on by any third party.

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GENERAL INFORMATION (CONTINUED)

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

Brief descriptions of PPGA, the Project, and the Participants are included in this Official Statement. Such descriptions do not purport to be complete, comprehensive or definitive. The summaries of and references to all documents, statutes, reports, and other instruments referred to herein, including the Interlocal Cooperation Act, the Participation Agreements, the Resolution, and the 2024 Series A Bonds (each as defined herein), do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to such document, statute, report, or instrument. Descriptions of the Resolution and the 2024 Series A Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction.

Copies of the Resolution and other agreements are available for inspection at the office of the Trustee on or after the delivery of the 2024 Series A Bonds. During the period of the offering of the 2024 Series A Bonds, copies of the Resolution will be available from the Underwriters and from PPGA's Managing Agent (Tim Cerveny, (402) 474-4759).

GLOSSARY OF CERTAIN ELECTRIC TERMS

"kW" or *"kilowatt"* means a unit of power equal to 1,000 watts.

"kWh" or *"kilowatt-hour"* means the amount of energy produced by one kilowatt of power for a period of one hour.

"MW" or *"megawatt"* means a unit of power equal to 1,000 kilowatts.

"MWh" or *"megawatt-hour"* means the amount of energy produced by one megawatt of power for a period of one hour. MWh also means 1,000 kilowatt hours, or the amount of power necessary to power 10,000 100-watt appliances for one hour.

"GW" or *"gigawatt"* means a unit of power equal to 1,000 megawatts.

"GWh" or *"gigawatt-hour"* means the amount of energy produced by one gigawatt of power for one hour, or 1,000 megawatt hours.

OFFICIAL STATEMENT

$150,000,000*
PUBLIC POWER GENERATION AGENCY
WHELAN ENERGY CENTER UNIT 2
REVENUE REFUNDING BONDS
2024 SERIES A

INTRODUCTION

This introduction provides brief descriptions of the 2024 Series A Bonds and the information contained in the Official Statement. Investors should make a full review of the Official Statement, including the Appendices.

The definitions of certain terms used but not defined below are included in APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION."

PUBLIC POWER GENERATION AGENCY

Public Power Generation Agency (*"PPGA"*) is a body corporate and politic under the laws of the State of Nebraska (the *"State"*). PPGA was created as a joint entity pursuant to Section 18 of Article XV of the Constitution of the State of Nebraska, the Interlocal Cooperation Act, §§ 13-801 through 13-827, Reissue Revised Statutes of Nebraska, 1997, as amended (collectively, the *"Act"*), and the PPGA Interlocal Agreement dated as of September 1, 2005 (as amended and supplemented, the *"Interlocal Agreement"*) among the five PPGA participants (the *"Participants"*).

PPGA was created solely for the purpose of owning, financing, acquiring, constructing and operating the Whelan Energy Center Unit 2 Project (the *"Project"*). PPGA has undertaken the Project to provide a long-term, base load power supply resource for the Participants. See "PUBLIC POWER GENERATION AGENCY."

THE PARTICIPANTS

The Participants are the Municipal Energy Agency of Nebraska (*"MEAN"*), Heartland Consumers Power District (*"Heartland Energy"*), Hastings Utilities, acting for the City of Hastings, Nebraska (*"Hastings Utilities"*), the City of Grand Island, Nebraska (*"Grand Island Utilities"*), and Nebraska City, Nebraska (*"Nebraska City Utilities"*). MEAN is a Nebraska-based joint action agency created for the purpose of providing wholesale electric power and energy and related services to its participants, which own and operate municipal electric utilities in Nebraska, Colorado, Iowa and Wyoming. Heartland Energy is a South Dakota consumers power district created for the purpose of providing wholesale electric power and energy and related services to its customers, which own and operate municipal electric utilities in South Dakota, Iowa and Minnesota. Hastings Utilities, Grand Island Utilities and Nebraska City Utilities each own and operate a municipal electric utility system in Nebraska that provides electric services to retail consumers. See "THE PARTICIPANTS."

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* Preliminary; subject to change.

THE 2024 SERIES A BONDS

The $150,000,000* Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2024 Series A (the *"2024 Series A Bonds"*) will mature and bear interest as shown on the inside cover page. Interest on the 2024 Series A Bonds is payable on January 1 and July 1, commencing January 1, 2025. Purchases of the 2024 Series A Bonds may be made only in book-entry form in denominations of $5,000 or any multiple thereof. See "THE 2024 SERIES A BONDS."

AUTHORIZATION

The 2024 Series A Bonds are issued pursuant to the Act and will be issued and secured under the Whelan Energy Center Unit 2 General Revenue Bond Resolution, adopted on January 4, 2007, as previously supplemented and amended (the *"General Bond Resolution"*), and a Sixth Supplemental Revenue Bond Resolution, adopted August 27, 2024 (the *"Sixth Supplement"* and, together with the General Bond Resolution, the *"Resolution"*).

PLAN OF REFUNDING AND USE OF FUNDS

Proceeds from the sale of the 2024 Series A Bonds, together with other available funds, will be used to:

(a) refund all or a portion of the outstanding (i) Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A (the *"2015 Series A Bonds"*), that are currently subject to optional redemption and outstanding in the principal amount of $96,960,000 and (ii) Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series B (the *"2015 Series B Bonds"* and, together with the 2015 Series A Bonds, the *"2015 Series Bonds"*), currently outstanding in the principal amount of $105,430,000;

(b) pay a portion of the purchase price of those Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2016 Series A (the *"2016 Series A Bonds"*), that are tendered for purchase pursuant to the PPGA Tender Offer (as described below); and

(c) pay the of costs of issuance of the 2024 Series A Bonds.

The 2015 Series Bonds maturing on or after January 1, 2026 that are subject to redemption at the option of PPGA on and after January 1, 2025 are referred to herein as the *"2015 Series Refunded Bonds."* See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" below.

PPGA TENDER OFFER

On August 30, 2024, PPGA released an Invitation to Tender Bonds for Purchase (the *"Invitation"*), inviting the beneficial owners of the maturities of PPGA's outstanding 2016 Series A Bonds identified in the Invitation (the *"Target Bonds"*) to tender their Target Bonds for purchase by PPGA on the terms and conditions set forth in the Invitation (the *"PPGA Tender Offer"*). Pursuant to the Invitation, the owners of the Target Bonds

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* Preliminary; subject to change.

may tender their Target Bonds, and PPGA may purchase some, all or none of the tendered Target Bonds, at the purchase prices and subject to the other terms and conditions set forth in the Invitation, as supplemented or amended via pricing notice or otherwise. The tendered Target Bonds purchased will be cancelled on the date of issuance and delivery of the 2024 Series A Bonds and will no longer be outstanding under the Bond Resolution.

The Target Bonds will be tendered to PPGA under the terms of the Invitation with the assistance of BofA Securities, Inc. (*"BofA Securities"*), in its capacity as the Dealer Manager of the PPGA Tender Offer. BofA Securities will be reimbursed for any expenses it incurs as the Dealer Manager of the PPGA Tender Offer and will be compensated in an amount equal to a percentage of the aggregate principal amount of the 2016 Series A Bonds tendered and accepted for purchase. BofA Securities is also serving as the representative of the underwriters of the Bonds. See "UNDERWRITING."

Based on the results of the PPGA Tender Offer, some or all of the Target Bonds listed in the PPGA Tender Offer (i) may be purchased pursuant to the PPGA Tender Offer with proceeds of the Bonds and other available moneys, or (ii) will not be purchased and will remain outstanding. PPGA is not required to purchase any of the tendered Target Bonds.

This discussion is not intended to summarize the terms of the Invitation, or to solicit offers to tender Target Bonds, and reference is made to the Invitation for a complete discussion of the terms of the Invitation and the conditions for the settlement of the Target Bonds validly tendered and accepted for purchase. PPGA has filed the Invitation with the Municipal Securities Rulemaking Board (*"MSRB"*) through its Electronic Municipal Market Access service (*"EMMA"*).

THE PROJECT

The Project is a nominally rated 220 MW pulverized coal-fired sub-critical generating unit built at the existing Whelan Energy Center together with related electric interconnection, transmission, rail car storage, and other facilities. The Project is located in Adams County, Nebraska, approximately three miles east of Hastings, Nebraska, and 100 miles west of Lincoln, Nebraska. The major component of the Project is a steam electric generating facility that includes pollution control equipment, a cooling tower, water treatment facilities, material storage facilities, control and administrative buildings, and other ancillary facilities. The Project also includes approximately 10 miles of new and 53 miles of reconductored 115 kV transmission lines, as well as new and additional substation facilities, to interconnect the Project with the regional transmission grid for the delivery of Project output to the Participants. The Project began commercial operation on May 1, 2011. PPGA is the sole owner of the Project.

Hastings Utilities serves as the Project Operating Agent and MEAN currently serves as PPGA's Managing Agent.

For a more complete description of the Project, see "THE PROJECT."

PARTICIPATION AGREEMENTS

Each of the Participants has entered into an Amended and Restated Participation Agreement, dated October 5, 2006 (the *"Participation Agreements"*), with PPGA. Under the Participation Agreements, PPGA has agreed to sell to each Participant, and each Participant has agreed to purchase from PPGA, such Participant's respective share of the net capacity and related energy of the Project (the *"Project Output"*). Each Participant's share of the Project Output is referred to as an *"Entitlement Share."* The following table shows the Entitlement Share of each Participant and the associated capacity of the Project under the Participation Agreements:

PARTICIPANT	ENTITLEMENT SHARE	CAPACITY (MW)
MEAN	36.36%	80
Heartland Energy	36.36	80
Hastings Utilities	15.91	35
Grand Island Utilities	6.82	15
Nebraska City Utilities	4.55	10
TOTAL	100.00%	220

The Participation Agreements allocate to the Participants all of the Project Output and Bond-Related Costs and other Project Costs based upon their Entitlement Shares, and all Energy-Related Costs of the Project based upon energy produced and scheduled by each Participant. For definitions of these terms, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Participation Agreements." The term of the Participation Agreements extends at least to the date as of which any Bonds remain outstanding. For additional information regarding the Participants and their Entitlement Shares, see "THE PARTICIPANTS" and APPENDIX B.

The Participants have agreed to make payments to PPGA under the Participation Agreements on a take-or-pay basis, whether the Project is operable, or operating, and notwithstanding suspension, interruption, interference, reduction or curtailment of the Project Output or other output or services of the Project. Uncontrollable forces will not excuse any payment by the Participants required by the Participation Agreements.

Under the Participation Agreements, the Participants have agreed that their payment obligations shall constitute ordinary and necessary expenses of the Participants' respective electric utility systems (with certain exceptions discussed below in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Participation Agreements"), payable solely from the revenues of the related system. Generally, the Participants are not liable for each other's obligations under the Participation Agreements. However, the Participation Agreements contain certain step-up provisions in the event of a Participant default.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Participation Agreements" below.

OUTSTANDING BONDS

In addition to the 2007 Series A Bonds (which bonds are no longer outstanding), the 2015 Series Bonds and the 2016 Series A Bonds, PPGA has previously issued the $27,655,000 Whelan Energy Center Unit 2 Revenue Bonds, 2009 Series A (which bonds are no longer outstanding) and the $185,185,000 Whelan Energy Center Unit 2 Revenue Bonds, 2009 Series B (Direct Payment Build America Bonds) (the *"2009 Series B Bonds"*), both for the purpose of financing a portion of the cost of acquisition and construction of the Project.

The 2024 Series A Bonds, any 2015 Series Bonds that remain Outstanding after the issuance of the 2024 Series A Bonds (the *"Outstanding 2015 Series Bonds"*), any 2016 Series A Bonds that remain Outstanding after the PPGA Tender Offer (the *"Outstanding 2016 Series A Bonds"*), the 2009 Series B Bonds, and any additional bonds that hereafter may be issued under the Resolution (*"Additional Bonds"*), are herein referred to collectively as the *"Bonds."*

SECURITY AND SOURCES OF PAYMENT

Pledge of the Resolution. The Bonds are and will be equally and ratably secured under the Resolution and payable on a parity with one another, except in each case with respect to the Debt Service Reserve Accounts, as described under *"Debt Service Reserve"* below.

The Bonds are special obligations of PPGA, payable from and secured by a pledge of the Revenues, PPGA's rights, title and interest under the Participation Agreements and certain funds established under the Resolution. The Revenues consist primarily of payments to be made by the Participants under the Participation Agreements. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Pledge of the Resolution." No bonds may be issued that are payable from or secured by a pledge of Revenues senior to the Bonds.

Use of Revenues. The Resolution provides for the allocation of the Revenues to the funds and accounts established by the Resolution and for the use of the Revenues to pay all of the costs of the Project, including the debt service on the Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Flow of Funds."

Debt Service Reserve. The payment of the 2024 Series A Bonds, the Outstanding 2016 Series A Bonds and the Outstanding 2015 Series Bonds is further secured by the Series 2007 A Debt Service Reserve Account in the Debt Service Fund (the *"2007 Debt Service Reserve Account"*). Upon the issuance of the 2024 Series A Bonds, the 2007 Debt Service Reserve Account is required to be funded and maintained in an amount equal to the Debt Service Reserve Requirement, which currently is equal to the maximum annual debt service on the 2024 Series A Bonds, the Outstanding 2016 Series A Bonds and the Outstanding 2015 Series Bonds, subject to certain adjustments. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Debt Service Reserve Account." PPGA may elect for the 2007 Debt Service Reserve Account to also secure the payment of Refunding Bonds issued to refund the Outstanding 2015 Series Bonds, the Outstanding 2016 Series A Bonds or the 2024 Series A Bonds, in which case the Debt Service Reserve Requirement will be adjusted to include such Refunding Bonds.

Participation Agreements. PPGA has covenanted in the Resolution that (i) it will enforce the provisions of the Participation Agreements and duly perform its obligations under them and (ii) it will not consent to any rescission or amendment of the Participation Agreements that will reduce the aggregate amount of the payments required to be made by the Participants or that will materially and adversely affect the rights of PPGA under the Participation Agreements or the rights or security of the Bondholders under the Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Participation Agreements."

Rate Covenant. PPGA has covenanted to at all times establish and collect rates, fees and charges under the Participation Agreements and otherwise charge and collect rates, fees and charges for the use or sale of the output, capacity or service of the Project in each Fiscal Year, as shall be required to provide Revenues at least sufficient in each Fiscal Year, together with other available funds (including amounts on deposit in the Rate Stabilization Account), to pay (i) the Operating Expenses during such Fiscal Year, (ii) the amount required to be paid during such Fiscal Year into the Debt Service Account, net of payments to PPGA under Qualified Hedge Agreements, (iii) the amount, if any, to be paid during such Fiscal Year into any Debt Service Reserve Accounts, (iv) the amount, if any, required to be paid during such Fiscal Year into the Reserve and Contingency Fund and

(v) all other charges or liens payable out of Revenues during such Fiscal Year. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Rate Covenant."

Additional Bonds. PPGA may issue one or more series of Additional Bonds under the Resolution that will rank on a parity with all Outstanding Bonds. Additional Bonds may be issued for the purposes provided in the Resolution, including the refunding of Bonds previously issued. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Additional Bonds."

POTENTIAL FOR BOND INSURANCE

PPGA is considering obtaining bond insurance for some or all of the 2024 Series A Bonds but has not made a final decision as of the date of this Preliminary Official Statement. Any bond insurance, if utilized, could be for all of the 2024 Series A Bonds or for only a portion of the 2024 Series A Bonds. The decision whether to accept bond insurance, if offered, and which 2024 Series A Bonds are to be insured, will be made based on market conditions at the time of the sale of the 2024 Series A Bonds. If PPGA determines to utilize bond insurance, the final Official Statement will include the identity and a description of the bond insurer (the *"Bond Insurer"*), the identity of the insured 2024 Series A Bonds (the *"Insured Bonds"*), the ratings on the Insured Bonds, a specimen bond insurance policy and related matters. See "POTENTIAL FOR BOND INSURANCE" below for additional information.

BOOK-ENTRY ONLY FORM

Purchases of ownership interests in the 2024 Series A Bonds will be made through the book-entry only system of The Depository Trust Company (*"DTC"*). So long as the book-entry system is in effect, payments of principal and interest, and transfers of the 2024 Series A Bonds, will be made through the facilities and under the procedures of DTC. See "THE 2024 SERIES A BONDS — Book-Entry System."

REDEMPTION

The 2024 Series A Bonds are subject to optional redemption prior to maturity as described herein. See "THE 2024 SERIES A BONDS."

TRUSTEE, PAYING AGENT AND BOND REGISTRAR

Computershare Trust Company, National Association, is the Trustee, Paying Agent and Bond Registrar under the Resolution.

TAX MATTERS

In the opinion of Bond Counsel to PPGA, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2024 Series A Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the *"Code"*), and (ii) interest on the 2024 Series A Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code; however, interest on the 2024 Series A Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Bond Counsel is also of the opinion that under the Nebraska Revenue Act of 1967, as amended (the *"Revenue Act"*), interest on the 2024 Series A Bonds is exempt from income taxation imposed by the State under Section 77-2715 of the Revenue Act to the extent that such interest is excluded from gross income for Federal income tax purposes. See "TAX MATTERS."

CONTINUING DISCLOSURE

PPGA will execute a continuing disclosure undertaking for the benefit of the beneficial owners of the 2024 Series A Bonds to enable the Underwriters to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934 (the *"Rule"*). See "CONTINUING DISCLOSURE" and APPENDIX D.

CONDITIONS OF DELIVERY

The 2024 Series A Bonds are offered when, as, and if issued and received by the Underwriters, subject to the approval of legality by Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to PPGA, and certain other conditions. Certain legal matters will be passed on for PPGA by Woods Aitken LLP, Lincoln, Nebraska, for the Participants by their respective counsels and for the Underwriters by Chapman and Cutler LLP, Salt Lake City, Utah. See "LEGAL MATTERS."

INVESTMENT CONSIDERATIONS

Investment in the 2024 Series A Bonds is subject to certain risks, including the events and circumstances described under "INVESTMENT CONSIDERATIONS" in this Official Statement.

PLAN OF REFUNDING

Proceeds from the 2024 Series A Bonds will be deposited with Computershare Trust Company, National Association (the *"Escrow Agent"*), pursuant to an Escrow Agreement dated as of the closing date of the 2024 Series A Bonds (the *"Escrow Agreement"*) to establish an irrevocable trust escrow account (the *"Escrow Account"*), which may consist of cash and Defeasance Securities as defined in the Resolution (see APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION – Certain Definitions – Defeasance Securities"). Funds in the Escrow Account will be used to refund the 2015 Series Refunded Bonds and are pledged solely for the payment of the 2015 Series Refunded Bonds. Upon the deposit of such amounts, the 2015 Series Refunded Bonds will be deemed to be paid and will no longer be Outstanding under the Resolution.

*2015 Series Refunded Bonds.** The scheduled maturities, interest rates and CUSIP numbers for the 2015 Series Refunded Bonds are as follows:

SERIES	SCHEDULED MATURITY (JANUARY 1)	OUTSTANDING PRINCIPAL AMOUNT	INTEREST RATE	CUSIP†
2015A	2026	$14,255,000	5.00%	744434 DJ7
2015A	2027	14,965,000	5.00	744434 DK4
2015A	2028	15,715,000	5.00	744434 DL2
2015A	2029	16,505,000	5.00	744434 DM0
2015A	2030	17,330,000	5.00	744434 DN8
2015A	2031	18,190,000	5.00	744434 DP3
2015B	2037	27,780,000	4.00	744434 DS7
2015B	2041	77,650,000	4.00	744434 DT5

PPGA may refund less than entire maturities of the 2015 Series B Bonds maturing in 2037 and 2041, which are Term Bonds, and allocate sinking fund installments to refunded and unrefunded bonds as permitted by the Resolution.

Redemption and Refunding. The 2015 Series Refunded Bonds will be called for redemption on January 1, 2025, at a redemption price of 100% of the principal amount thereof plus accrued interest thereon to the redemption date. The cash and investments held in the Escrow Account will bear interest and mature in amounts sufficient to pay the redemption price of the 2015 Series Refunded Bonds on January 1, 2025.

Certain mathematical computations regarding the sufficiency of the investments held in the Escrow Account will be verified by Robert Thomas CPA, LLC. See "ESCROW VERIFICATION" below. PPGA does not intend to apply for a revised rating on the 2015 Series Refunded Bonds following their defeasance.

PPGA TENDER OFFER

On August 30, 2024, PPGA released an Invitation to Tender Bonds for Purchase (the *"Invitation"*), inviting the beneficial owners of the maturities of PPGA's 2016 Series A Bonds identified in the Invitation (the

*Preliminary; subject to change. Refunding candidates will be determined subject to market conditions on the pricing date.

"Target Bonds") to tender their Target Bonds for purchase by PPGA on the terms and conditions set forth in the Invitation (the *"PPGA Tender Offer"*). Pursuant to the Invitation, the owners of the Target Bonds may tender their Target Bonds, and PPGA may purchase some, all or none of the tendered Target Bonds at the purchase prices and subject to the other terms and conditions set forth in the Invitation, as supplemented or amended via pricing notice or otherwise. The tendered Target Bonds purchased will be cancelled on the date of issuance and delivery of the 2024 Series A Bonds and will no longer be outstanding under the Bond Resolution.

The Target Bonds will be tendered to PPGA under the terms of the Invitation with the assistance of BofA Securities, Inc. (*"BofA Securities"*), in its capacity as the Dealer Manager of the PPGA Tender Offer. BofA Securities will be reimbursed for any expenses it incurs as the Dealer Manager of the PPGA Tender Offer. BofA Securities is also an Underwriter of the Bonds. See "UNDERWRITING" herein.

Based on the results of the PPGA Tender Offer, some or all of the Target Bonds listed in the PPGA Tender Offer (i) may be purchased with proceeds of the Bonds and other available moneys pursuant to the PPGA Tender Offer, or (ii) will not be purchased and will remain outstanding. PPGA is not required to purchase any of the tendered Target Bonds.

This discussion is not intended to summarize the terms of the Invitation, or to solicit offers to tender Target Bonds, and reference is made to the Invitation for a complete discussion of the terms of the Invitation and the conditions for the settlement of the Target Bonds validly tendered and accepted for purchase. PPGA has filed the Invitation with the Municipal Securities Rulemaking Board (*"MSRB"*) through its Electronic Municipal Market Access service (*"EMMA"*).

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the 2024 Series A Bonds are estimated to be as follows:

SOURCES:	
Principal of the 2024 Series A Bonds	$
Net initial offering premium	
Available PPGA moneys(1)	
TOTAL SOURCES	$
USES:	
Deposit to Escrow Account	$
Payment of Tender Price	
Costs of issuance(2)	
TOTAL USES	$

(1) Includes (i) amounts on deposit in Debt Service Account in respect of interest accrued on the 2015 Series Refunded Bonds and excess amounts on deposit in the 2007 Debt Service Reserve Fund to be released upon the refunding of the 2015 Series Refunded Bonds and (ii) funds of PPGA allocated to the payment of the accrued interest on the Target Bonds purchased for tender pursuant to the Invitation.

(2) Includes Underwriters' discount, legal, financial advisory, rating agency, verification agent and Trustee fees and expenses, and other miscellaneous costs, including certain costs relating to the PPGA Tender Offer.

THE 2024 SERIES A BONDS

GENERAL

The 2024 Series A Bonds will be dated as of the date of their original issuance and delivery (the *"Dated Date"*) and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. The 2024 Series A Bonds will be issued as fully-registered bonds, initially in book-entry only form, in denominations of $5,000 or any integral multiple thereof.

The 2024 Series A Bonds will bear interest at the rates set forth on the inside cover page of this Official Statement. Interest on the 2024 Series A Bonds is payable semiannually on each January 1 and July 1, commencing January 1, 2025 (each, an *"Interest Payment Date"*), or if such date is not a business day, on the next succeeding business day with no additional interest, to the registered owners as of the regular record date, which is the 15th day (whether or not a business Day) next preceding each Interest Payment Date (the *"Regular Record Date"*). Interest on the 2024 Series A Bonds is computed on the basis of a 360-day year of twelve 30-day months. Interest on the 2024 Series A Bonds accrues from the Dated Date.

Computershare Trust Company, National Association, is the Bond Registrar, Paying Agent and Trustee for the 2024 Series A Bonds under the Resolution.

OPTIONAL REDEMPTION

The 2024 Series A Bonds are subject to redemption prior to maturity at the option of PPGA on or after ____________ in whole or in part at any time, at a redemption price equal to 100% of the principal amount of the 2024 Series A Bonds to be redeemed plus accrued interest to the redemption date.

NOTICE OF REDEMPTION; CONDITIONAL NOTICE OF REDEMPTION

At least 30 days before the redemption of 2024 Series A Bonds, the Trustee will mail to the registered owners of such 2024 Series A Bonds notice of the redemption of such 2024 Series A Bonds to their last addresses, if any, appearing upon the registry books kept by the Bond Registrar. Failure of the registered owner of any 2024 Series A Bond that is to be redeemed to receive any such notice shall not affect the sufficiency or validity of the proceedings for the redemption of such 2024 Series A Bond. The notice will also state that on the redemption date there will become due and payable upon each Bond to be redeemed the redemption price thereof, or the redemption price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon will cease to accrue and be payable. In addition, any notice of redemption may provide that the redemption of the Bonds is conditioned upon receipt by the Trustee of moneys sufficient to pay the redemption price, plus accrued interest, on the Bonds called for redemption, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event and any conditional notice so given may be rescinded if any such other event occurs. Notice of such rescission, failure to fund the redemption price or satisfaction of such other condition shall be given by the Trustee to affected holders of such Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event, in the same manner as the conditional notice of redemption was given.

While DTC or its nominee is the registered owner of the 2024 Series A Bonds, notice of redemption or of purchase in lieu of redemption (see "Purchase in Lieu of Redemption" below) or of any satisfaction of a conditional notice will be given to DTC or its nominee or its successor and neither PPGA nor the Trustee shall be responsible for mailing such notices to Direct DTC Participants, to Indirect DTC Participants or to the Beneficial Owners of the 2024 Series A Bonds. Any failure of DTC or its nominee or its successor, or of a Direct DTC Participant or Indirect DTC Participant, to notify a Beneficial Owner of a 2024 Series A Bond of any redemption, purchase in lieu of redemption or rescission or satisfaction of any conditional notice of redemption will not affect the sufficiency or the validity of the redemption, purchase in lieu of redemption or rescission or satisfaction of conditional notice of redemption of such 2024 Series A Bond. PPGA can give no assurance that DTC or its successor, the Direct DTC Participants or the Indirect DTC Participants will distribute such notices to the Beneficial Owners of the 2024 Series A Bonds, or that they will do so on a timely basis. See "Book-Entry System" below.

PURCHASE IN LIEU OF REDEMPTION

Any 2024 Series A Bonds subject to optional redemption also are subject to optional call for purchase and resale by PPGA at the same times and at the same prices as are applicable to the optional redemption of such 2024 Series A Bonds and upon giving the same notices that are required in connection with optional redemption, which notices may be conditional and may be rescinded as with calls for redemption.

SELECTION OF BONDS TO BE REDEEMED

If fewer than all of the 2024 Series A Bonds of like maturity shall be called for prior redemption or purchase in lieu of redemption, the particular 2024 Series A Bonds or portions of 2024 Series A Bonds to be redeemed or purchased shall be selected by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate. In such event, for so long as a book-entry only system is in effect with respect to such 2024 Series A Bonds, DTC or its successors and Direct DTC Participants and Indirect DTC Participants will determine the particular ownership interests of the 2024 Series A Bonds of such maturity to be redeemed or purchased. Any failure of DTC or its successor, or of a Direct DTC Participant or Indirect Participant, to make such determination will not affect the sufficiency or the validity of the redemption or purchase of the 2024 Series A Bonds. See "Book-Entry System" below.

BOOK-ENTRY SYSTEM

The Depository Trust Company (*"DTC"*), New York, New York, will act as securities depository for the 2024 Series A Bonds. The 2024 Series A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the 2024 Series A Bonds, each 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, corporate and municipal debt issues, and money market instruments (from over 100 countries) that

DTC's participants (*"Direct Participants"*) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (*"DTCC"*). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (*"Indirect Participants"*). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com

Purchases of 2024 Series A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2024 Series A Bonds on DTC's records. The ownership interest of each actual purchaser of each 2024 Series A Bond (*"Beneficial Owner"*) is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2024 Series A 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 2024 Series A Bonds, except in the event that use of the book-entry system for the 2024 Series A Bonds is discontinued.

To facilitate subsequent transfers, all 2024 Series A 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 2024 Series A 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 2024 Series A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2024 Series A 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 2024 Series A Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2024 Series A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2024 Series A Bond documents. For example, Beneficial Owners of 2024 Series A Bonds may wish to ascertain that the nominee holding the 2024 Series A 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 the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2024 Series A Bonds within a maturity of the 2024 Series A Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2024 Series A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to PPGA of securities as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts such 2024 Series A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and payments of principal and interest on the 2024 Series A 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 PPGA or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, PPGA or the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of PPGA or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2024 Series A Bonds at any time by giving reasonable notice to PPGA or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2024 Series A Bond certificates are required to be printed and delivered.

PPGA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2024 Series A Bond certificates are required to be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that PPGA and the Underwriters believe to be reliable, but neither PPGA nor the Underwriters take any responsibility for the accuracy thereof.

Transfer and Exchange

So long as the book-entry system is in effect, Beneficial Owners may transfer their interests in the 2024 Bonds through the book-entry system. In the event of a discontinuance of the book-entry system, the 2024 Series A Bonds may be transferred or exchanged only upon the registration books of the Bond Registrar, subject to the restrictions described below.

PPGA and the Bond Registrar are not required to transfer or exchange any 2024 Series A Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date; (ii) during the period from and including the day 15 days prior to any special record date fixed for the payment of defaulted interest, to and including the date of the proposed payment pertaining thereto; (iii) during the period from and including the day 15 days prior to the mailing of notice calling any 2024 Series A Bonds for redemption, to and including the date of such mailing; or (iv) at any time following the mailing of notice calling such 2024 Series A Bond for redemption or for purchase in lieu of redemption.

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DEBT SERVICE REQUIREMENTS*

The following table shows the annual debt service requirements on the 2024 Series A Bonds and all other Bonds Outstanding under the Resolution:

BOND YEAR ENDED	2024 SERIES A BONDS			OUTSTANDING BONDS[1]			
JANUARY 1	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST[2]	TOTAL	TOTAL
2025	$	$	$	$ 19,685,000	$ 13,531,738	$ 33,216,738	$
2026				20,650,000	25,942,240	46,592,240	
2027				21,665,000	24,766,364	46,431,364	
2028				22,730,000	23,532,900	46,262,900	
2029				23,850,000	22,239,124	46,089,124	
2030				25,020,000	20,881,949	45,901,949	
2031				26,240,000	19,458,539	45,698,539	
2032				28,735,000	17,966,058	46,701,058	
2033				30,145,000	16,347,058	46,492,058	
2034				31,245,000	15,018,301	46,263,301	
2035				32,725,000	13,300,940	46,025,940	
2036				34,075,000	11,710,752	45,785,752	
2037				35,375,000	10,156,700	45,531,700	
2038				37,055,000	8,208,624	45,263,624	
2039				38,685,000	6,289,687	44,974,687	
2040				40,395,000	4,284,843	44,679,843	
2041				42,190,000	2,189,767	44,379,767	
TOTAL	$	$	$	$510,465,000	$255,825,584	$766,290,584	$

* Columns may not add due to rounding.
(1) Includes debt service on all 2015 Series Bonds and all 2016 Series A Bonds.
(2) Gross interest amount; does not include impact of federal interest rate subsidy on 2009 Series B Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

PLEDGE OF THE RESOLUTION

The Bonds are special obligations of PPGA payable solely from and secured solely by a pledge of (i) the proceeds of sale of the Bonds; (ii) the Revenues and all rights to receive the same; (iii) all rights, title and interests of PPGA under the Participation Agreements; and (iv) all Funds and Accounts (excluding the Rebate Accounts) established by the Resolution, including the investment income, if any, thereof.

The Revenues consist primarily of (i) all payments received by PPGA pursuant to the Participation Agreements; (ii) all revenues, income, rents and receipts derived by PPGA from or attributable to the ownership and operation of the Project; (iii) the proceeds of any insurance relating to the Project, (iv) interest received on any moneys or securities held pursuant to the Resolution, and any net gains from the investment thereof, required to be paid into the Revenue Fund; and (v) net receipts of PPGA under any Qualified Hedge Agreement.

The full faith and credit of PPGA is not pledged as security for the Bonds. PPGA has no taxing power. The Bonds do not constitute general obligations of PPGA, the Participants, or any other entity or body, municipal, state or otherwise. PPGA will not mortgage or grant a security interest in the physical properties comprising the Project to secure payment of the Bonds. See "INVESTMENT CONSIDERATIONS—Special Obligations."

ANNUAL BUDGET

The Resolution requires PPGA to prepare and file with the Trustee an annual budget for each Fiscal Year as required by the Participation Agreements.

The Participation Agreements require the Project Operating Agent to prepare annual budgets and submit the same to the PPGA Board of Directors for approval. The budget of the Project Operating Agent must set forth PPGA's anticipated debt service costs, capital requirements, operating and maintenance costs, and decommissioning costs, as well as anticipated energy-related costs, and a schedule as to when it is anticipated that funds to pay such costs will be required by the Project Operating Agent from the Participants.

See "Participation Agreements—*Participant Payments*" for a description of the billing and payment provisions of the Participation Agreements.

RATE COVENANT

PPGA has covenanted in the Resolution that it will at all times establish and collect rates, fees and charges under the Participation Agreements and will otherwise charge and collect rates, fees and charges for the use or the sale of the output, capacity or service of the Project in each Fiscal Year, as shall be required to provide Revenues at least sufficient in each Fiscal Year, together with other available funds (including amounts on deposit in the Rate Stabilization Account), for the payment of: (i) Operating Expenses during such Fiscal Year, (ii) the amount required to be paid during such Fiscal Year into the Debt Service Account, net of payments to PPGA under Qualified Hedge Agreements, (iii) the amount, if any, to be paid during such Fiscal Year into any

Debt Service Reserve Accounts established by a Supplemental Resolution or Supplemental Resolutions, (iv) the amount, if any, required to be paid during such Fiscal Year into the Subordinated Indebtedness Account, (v) the amount, if any, required to be paid during such Fiscal Year into the Reserve and Contingency Fund, (vi) the amount, if any, required to be deposited during such Fiscal Year in the General Reserve Fund, and (vii) the amount, if any, required to pay all other charges or liens payable out of Revenues during such Fiscal Year. PPGA will review rates and charges at least once each Fiscal Year (and more frequently if there is a material change in circumstances) and will revise such rates and charges as necessary to comply with the rate covenant described above.

DEBT SERVICE RESERVE ACCOUNT

Outstanding 2015 Series Bonds, Outstanding 2016 Series A Bonds and 2024 Series A Bonds. The payment of the Outstanding 2015 Series Bonds, the Outstanding 2016 Series A Bonds and the 2024 Series A Bonds is further secured by the 2007 Reserve Account. The 2007 Reserve Account was established upon the issuance of the 2007 Series A Bonds, and was funded with proceeds of such Bonds. Under the General Bond Resolution and the First Supplemental Revenue Bond Resolution authorizing the 2007 Series A Bonds, a Series of Bonds refunding the 2007 Series A Bonds or such Refunding Bonds may, at the election of PPGA, also be secured by the 2007 Reserve Account. Under the Sixth Supplement Resolution, PPGA has elected to secure the 2024 Series A Bonds by the 2007 Reserve Account.

Upon the issuance of the 2024 Series A Bonds, the 2007 Reserve Account is required to be funded and maintained in the amount of the Debt Service Reserve Requirement, which is equal to the lesser of (i) the maximum aggregate Debt Service in any Fiscal Year (or for the balance of the then current Fiscal Year) on the Outstanding 2015 Series Bonds, the Outstanding 2016 Series A Bonds and the 2024 Series A Bonds, or (ii) the least of (A) 10% of the aggregate principal amount or, if applicable pursuant to the provisions of the Code, the issue price of the Outstanding 2015 Series Bonds, the Outstanding 2016 Series A Bonds and the 2024 Series A Bonds upon their original issuance, (B) as of the original issuance of the Outstanding 2015 Series Bonds, Outstanding 2016 Series A Bonds and 2024 Series A Bonds, the maximum aggregate Debt Service in any Fiscal Year (including the then current Fiscal Year) on all Outstanding 2015 Series Bonds, Outstanding 2016 Series A Bonds and 2024 Series A Bonds originally issued, or (C) as of the original issuance of the Outstanding 2015 Series Bonds, the Outstanding 2016 Series A Bonds and the 2024 Series A Bonds, 125% of the average of the Debt Service during any Fiscal Year (or for the balance of the then current Fiscal Year) on the Outstanding 2015 Series Bonds, the Outstanding 2016 Series A Bonds and the 2024 Series A Bonds. Upon the issuance of the 2024 Series A Bonds, the Debt Service Reserve Requirement is $__________, as described in clause (i) above. The 2007 Reserve Account secures only the Outstanding 2015 Series Bonds, the Outstanding 2016 Series A Bonds, the 2024 Series A Bonds and any additional Refunding Bonds refunding the Outstanding 2016 Series A Bonds or the 2024 Series A Bonds, and does not secure the 2009 Series B Bonds.

2009 Series. The payment of the 2009 Series B Bonds is separately secured by the 2009 Series Bond Debt Service Reserve Account established in the Debt Service Fund. The Debt Service Reserve Account Requirement for the 2009 Series B Bonds is determined under similar parameters as the Debt Service Reserve Requirement for the 2007 Reserve Account, and is in the amount of $13,355,416.12 (calculated net of the federal subsidy). The 2009 Series B Bonds Debt Service Reserve Account does not secure the 2024 Series A Bonds and secures only the 2009 Series B Bonds and, at the option of PPGA, any additional Bonds refunding the 2009 Series B Bonds or such Refunding Bonds.

See APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION – Application of Debt Service Reserve Accounts" and "– Provisions in Supplemental Resolutions Relating To Debt Service Reserve Account for 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds and 2024 Series A Bonds."

FUNDS AND ACCOUNTS

The following funds and accounts are created under the Resolution:

- Revenue Fund, held by PPGA, which may include Rebate Accounts;
- Operating Fund, held by PPGA;
- Debt Service Fund, held by the Trustee, consisting of a Debt Service Account, each Debt Service Reserve Account, if any, as may be established therein by Supplemental Resolution and a Subordinated Indebtedness Account;
- Reserve and Contingency Fund, held by PPGA; and
- General Reserve Fund, held by PPGA, consisting of a General Reserve Account and a Rate Stabilization Account.

FLOW OF FUNDS

All Revenues will be promptly deposited by PPGA upon receipt thereof to the credit of the Revenue Fund. As soon as practicable in each month after the deposit of Revenues in the Revenue Fund and in any case no later than the last business day of such month, PPGA will withdraw from time to time from the Revenue Fund (other than from any Rebate Accounts therein) and transfer to the Operating Fund a sum or sums that, together with any amount therein not set aside as a general reserve for Operating Expenses, is equal to the Operating Expenses for such calendar month. PPGA may also from time to time transfer additional amounts from the Revenue Fund to the Operating Fund to be set aside as a general reserve for Operating Expenses. Amounts in the Operating Fund are to be paid out from time to time by PPGA for Operating Expenses.

PPGA will transfer from the Revenue Fund (other than from any Rebate Accounts therein), to the extent available and subject to the prior transfers therefrom to the Operating Fund, to the Trustee or PPGA, as the case may be, for deposit in the following funds and accounts the amounts set forth below, such application to be made in such a manner so as to assure good funds in such funds and accounts when needed for the purposes thereof:

(i) to the Debt Service Fund, pro rata on the basis of the amounts required (a) for credit to the Debt Service Account, the amount, if any, required so that the balance of said account is equal to the amount required for the payment of the principal installments and redemption price, if any, of and interest on Bonds, and (b) for credit to the Debt Service Account, for the payment of any Parity Obligations, in each case by no later than the time the next payment therefore is required to be made from the Debt Service Account;

(ii) to the extent not expected by PPGA to be required to make deposits required by paragraph (i) above, to the Debt Service Fund, pro rata on the basis of the amounts required to satisfy any deficiencies in any Debt Service Reserve Accounts, if any, for credit to such respective Debt Service Reserve Accounts;

(iii) to the extent not expected by PPGA to be required to make deposits required by paragraphs (i) or (ii) above, to the Debt Service Fund, for credit to the Subordinated Indebtedness Account, an amount, if any, equal to the sum of amounts required to pay principal or sinking fund installments, if any, of and premiums, if any, and interest on each issue of Subordinated Indebtedness, whether as a result of maturity or prior call for redemption, as required by the resolution, indenture or other instrument authorizing such issue of Subordinated Indebtedness, and any Subordinated Obligations, in each case by no later than the time the next payment therefore is required to be made from the Subordinated Indebtedness Account;

(iv) to the extent not expected by PPGA to be required to make deposits required by paragraphs (i), (ii) or (iii) above, to the Rebate Accounts, if any, such respective amounts as may be required by the purposes thereof;

(v) to the extent not expected by PPGA to be required to make deposits required by paragraphs (i), (ii), (iii) or (iv) above, to the Reserve and Contingency Fund the amount, if any, determined by PPGA's Board of Directors to be credited thereto; and

(vi) to the extent not expected by PPGA to be required to make deposits required by paragraphs (i), (ii), (iii), (iv) or (v) above, to the General Reserve Fund, the amount, if any, determined to be transferred thereto.

Amounts on deposit in the General Reserve Fund shall be transferred to the Operating Fund, the Debt Service Account, the Debt Service Reserve Account, the Subordinated Indebtedness Account or the Reserve and Contingency Fund to the extent required to fund deficiencies in such Funds and Accounts (and in order of priority listed above), and to the extent not required for such purposes shall, upon determination of PPGA, be applied to or set aside for any one or more of the following:

- payment into the Revenue Fund or any other Fund or Account;
- the purchase or redemption of Bonds or Subordinated Indebtedness;
- payments for the cost of renewals, replacements, repairs, additions, betterments, enlargements and improvements to the Project and the payment of extraordinary operation and maintenance costs and contingencies, payments with respect to the prevention or correction of any unusual loss or damage in connection with the Project or to prevent a loss of revenue therefrom;
- increases in working capital requirements;
- deposit in the Rate Stabilization Account the amount, if any, determined by PPGA's Board of Directors to be credited to such Account;
- the deposit in a special account which may be created for a termination or decommissioning reserve; and

- any other lawful purpose of PPGA related to the Project.

RATE STABILIZATION ACCOUNT

The Rate Stabilization Account has been created by the Resolution to promote PPGA's ability to provide electric power and energy to the Participants at stable and economic rates. Pursuant to the Resolution, PPGA may transfer amounts from the Revenue Fund to the Rate Stabilization Account as determined by PPGA's Board of Directors. Amounts in the Rate Stabilization Account may be used by PPGA to pay Operating Expenses or debt service on the Bonds, or for any other purpose that enables PPGA to provide services to the Participants at stable and economic rates. As of December 31, 2023, the amount on deposit in the Rate Stabilization Account was approximately $10,604,000. PPGA has no current plans to increase or utilize the amount on deposit in the Rate Stabilization Account.

ADDITIONAL BONDS

Pursuant to the Resolution, PPGA has reserved the right to issue Additional Bonds having a lien on the Revenues on a parity with the 2024 Series A Bonds. PPGA currently has no plans to issue Additional Bonds, other than Refunding Bonds.

PPGA may issue Additional Bonds for the purpose of paying all or a portion of the Project Costs upon the receipt by the Trustee of the following:

- A copy of the supplemental resolution authorizing such Bonds, certified by an Authorized Officer of PPGA;

- A written order as to the delivery of such Bonds, signed by an Authorized Officer of PPGA;

- An opinion of Bond Counsel; and

- Except in the case of Refunding Bonds, a certificate of an Authorized Officer of PPGA stating that either (i) no Event of Default has occurred and is continuing under the Resolution or (ii) the application of the proceeds of sale of such series of Bonds will cure any such Event of Default.

PPGA also may issue Refunding Bonds to refund Outstanding Bonds or Subordinated Indebtedness, upon receipt by the Trustee of the documents listed above (except such certificate of an Authorized Officer of PPGA) and also the following:

- Irrevocable instructions to the Trustee to give due notice of any redemption of the Bonds to be refunded on a redemption date or dates specified in such instructions;

- If the Bonds to be refunded do not mature or are not by their terms subject to redemption within the next succeeding 60 days, irrevocable instructions to the Trustee to make due publication of notice of defeasance to the Holders of the Bonds being refunded; and

- Either (i) moneys in an amount sufficient to effect payment of principal and interest at maturity, or of the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such Bonds to the redemption date, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Holders of the Bonds to be refunded, or (ii) Defeasance Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, and any moneys, as shall be necessary to comply with the defeasance provisions of the Resolution, which Defeasance Securities and moneys shall be held in trust and used only as provided by such provisions.

See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION – Issuance of Bonds Other Than Refunding Bonds" and "– Issuance of Refunding Bonds."

PARTICIPATION AGREEMENTS

Purchase and Sale of Energy. Pursuant to the Participation Agreements each of the Participants has agreed to purchase from PPGA the Participant's Entitlement Share of Project Output. Payments for such Project Output are to be made by the Participants under the Participation Agreements on a take-or-pay basis, that is, whether or not the Project or any portion thereof is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction or curtailment of the Project Output or services of the Project. The obligations of the Participants to make such payments are not subject to any reduction, whether by offset, counterclaim or otherwise, and are not conditioned upon the performance by PPGA under the Participation Agreements or any other agreement or instrument.

Participant Payments. Each Participant is obligated to pay its share of Bond-Related Costs and operation and maintenance costs, including Energy-Related Costs and Other Project Costs. Such costs are required to be invoiced at least monthly and must be paid within 30 days of such monthly invoice; *provided, however*, the PPGA Board of Directors may require invoices and payments on a different basis or bases, or at a different time or times, as it deems necessary or advisable. Bond-Related Costs may be invoiced and payable in advance as required. No later than March 31 following each year, the Project Operating Agent must submit to PPGA and the Participants an accounting for such year showing all amounts received and expended for Bond-Related Costs and operation and maintenance costs. Adjustments will be made among the Participants, if required, pursuant to the Participation Agreements so that all costs incurred for such purposes will have been shared by each Participant in accordance with the Participation Agreements.

Bond-Related Costs and Other Project Costs will be allocated among the Participants based on Entitlement Share. Energy-Related Costs will be allocated among the Participants in the ratio that each Participant's monthly Net Energy Generation scheduled and produced from the Project bears to the total monthly Net Energy Generation scheduled and produced from the Project. *"Net Energy Generation"* means the total energy scheduled by and delivered at any hour to the Participants from the Project.

"Bond-Related Costs" means all costs payable by PPGA under, pursuant to or through all resolutions and indentures of PPGA, including the Resolution, authorizing debt issued by PPGA to finance the Project, and all other costs directly or indirectly related to the financing of the Project, or any deposits required to be made for such financing. *"Energy-Related Costs"* means (i) all fuel consumed in the production of energy at the Project, (ii) all costs of supervising the purchasing and handling of fuel, (iii) all operating, maintenance and ad valorem taxes on fuel handling or transportation equipment, (iv) all costs, including taxes, of fuel transportation, ash disposal, and disposal of other residues of operation of the Project, (v) all variable costs, including taxes on

said costs, related to the operation of environmental control equipment and all variable environmental compliance costs, and (vi) any and all variable costs related to the production of energy as approved by the PPGA Board of Directors. *"Other Project Costs"* means all other Project costs that are not Bond-Related Costs or Energy-Related Costs.

Participants' Obligations. The payments made by each Participant under its Participation Agreement are payable solely from the revenues of its electric system and do not constitute a general obligation of the Participants. Each Participant agrees that all Bond-Related Costs payable by it under its Participation Agreement constitute an operating expense of its electric utility system prior to the payment by the Participant of debt service on debt payable from its electric utility system, unless and then only to the extent prohibited by law, by contract (including but not limited to bond resolution, ordinance or indenture) adopted or entered into as of the date of the Participation Agreement, or by generally accepted accounting principles. The only Participant with a contractual exception pursuant to the foregoing is Nebraska City, whose existing bond ordinance requires that the payment of all or a portion of Bond-Related Costs be subordinated to debt service on its currently outstanding utility system bonds (or bonds issued to refund them) and utility system operating expenses. In addition, the bond ordinances of Grand Island Utilities and Hastings Utilities could be construed to require that the payment of all or a portion of Bond-Related Costs be subordinated to debt service on their currently outstanding utility system bonds (or bonds issued to refund them) and utility system operating expenses.

Participant Covenants. Each Participant agrees that it will fix, charge and collect rates, fees and charges for electric power and energy and other services, facilities and commodities sold, furnished or supplied through the facilities of its electric utility system at least sufficient, together with other available moneys, to provide revenues adequate to meet its obligations under the Participation Agreement and to pay any and all other amounts payable from such revenues, including, but not limited to, amounts sufficient to pay the principal of and interest on all debt issued by the Participant and payable from such system revenues and all costs of operation and maintenance of such system.

Participant Default. Upon failure of a Participant to make any payment when due under the Project Agreements, the PPGA Board of Directors will make written demand upon such Participant to pay. If the failure is not cured within 15 days from the date of receipt of demand, the failure will constitute a default. If a Participant disputes the existence or extent of any failure to make a payment, it will nevertheless make such payment within the 15 day period under written protest directed to the PPGA Board of Directors. A Participant in default for failure to make any payment will have no right to any Project Output. The Entitlement Share of each non-defaulting Participant will be automatically increased for the remaining term of the Participation Agreement *pro rata* (based on the Entitlement Shares of all non-defaulting Participants) with those of the other non-defaulting Participants and the defaulting Participant's Entitlement Share will be reduced correspondingly; *provided, however*, that the sum of such increases for any non-defaulting Participant cannot exceed, without the consent of the non-defaulting Participant, an accumulated maximum of 30% of the non-defaulting Participant's Entitlement Share prior to any such increases. The defaulting Participant is not relieved of its liability for payment of any amounts in default under its Participation Agreement, except that its obligation to make payments associated with any lost Entitlement Share will be discharged to the extent that other Participants or other entities have made such payments. Similar provisions apply with respect to non-payment defaults.

Transfers. Participants may transfer their Entitlement Share or any portion of it with unanimous approval of the PPGA Board of Directors. Other Participants have a right of first refusal to any Entitlement Share proposed to be transferred.

Public Entities. In the event a member of PPGA (currently, the members are the Participants) or its successor is no longer a public agency, as defined in the Act, such member's participation in PPGA is terminated immediately and the change from public agency status will constitute a default of the Participant under its Participation Agreement. The defaulting Participant is responsible for the costs of any necessary actions to preserve the tax exempt status of the Bonds to the extent attributable to such default.

Term of the Participation Agreements. Each Participation Agreement between PPGA and a Participant remains in effect for the later of (i) the life of the Project or (ii) the date as of which all debt, including the Bonds, issued by PPGA to finance the Project is no longer outstanding and all Bond-Related Costs have been paid.

PLEDGE OF THE STATE

Under the Act, the State pledges to and agrees with the registered owners of any Bonds and with those persons who may enter into contracts with PPGA under the Act that the State will not alter, impair, or limit the rights thereby vested until the Bonds, together with applicable interest, are fully met and discharged and such contracts are fully performed. Nothing contained in the Act precludes such alteration, impairment, or limitation if and when adequate provisions are made by law for the protection of the registered owners of the Bonds or persons entering into contracts with PPGA.

THE PROJECT

GENERAL

The Project is a nominally rated 220 MW pulverized coal-fired sub-critical generating unit fueled with low sulfur Powder River Basin coal. PPGA constructed the Project to meet the Participants' needs for an additional power supply resource that provides a reliable, economical and cost-based supply of electric energy. The acquisition and construction of the Project began in 2007, and the Project was deemed substantially completed and placed into commercial operation on May 1, 2011. Since March 1, 2014, output from the Project is dispatched in the Southwest Power Pool (*"SPP"*) Integrated Marketplace (the *"SPP Integrated Marketplace"*). Under the SPP Integrated Marketplace, NextEra Energy (on behalf of PPGA) submits offers to sell electrical output and operating reserves from the Project to the SPP Integrated Marketplace, and load serving entities within the SPP Integrated Marketplace submit bids to purchase electrical energy. SPP clears the offers and bids through unit commitment and economic dispatch algorithms on a day-ahead and real-time basis.

PROJECT OPERATIONS

Operating History. The net generation, equivalent availability factor, forced outage rate, net capacity factor, net output factor and net heat rate of the Project for the last five years are shown below.

PROJECT OPERATING HISTORY

CALENDAR YEAR	NET GENERATION (GWH)	EQUIVALENT AVAILABILITY FACTOR[1] THE PROJECT	EQUIVALENT AVAILABILITY FACTOR[1] GADS[2]	FORCED OUTAGE RATE[3] THE PROJECT	FORCED OUTAGE RATE[3] GADS[2]	NET CAPACITY FACTOR[4]	NET OUTPUT FACTOR[5]	NET HEAT RATE[6]
2019	1,123.99	86.31%	80.77%	0.21%	7.90%	56.44%	65.01%	10,431
2020	712.18	85.35	82.43	4.04	7.33	35.50	64.24	10,550
2021	896.10	82.59	78.26	1.84	5.05	44.94	75.11	10,017
2022	1,133.77	81.79	74.27	0.16	9.21	57.17	78.79	10,024
2023	752.38	68.47[7]	n/a	11.31[7]	n/a	37.39	74.87	10,243

(1) The Equivalent Availability Factor incorporates the effect of deratings (losses in MW capability) and is essentially "equivalent to" the percentage of a period during which the generating unit was available for maximum net capability operation.
(2) NERC Generating Availability Data System (GADS) for coal units with 200-299 MW generating capacity.
(3) The Forced Outage Rate is the ratio of hours in the period that the generating unit is not capable of operating due to forced outages to the number of hours in the period.
(4) The Net Capacity Factor is the ratio of the average annual load on the generating unit to the capacity rating of the unit.
(5) The Net Output Factor is the ratio of the net energy generated to the net capability of the generating unit times the hours in the period, and reflects the unit availability as well as the actual need for power produced by the unit.
(6) The Net Heat Rate is a measure of the efficiency of the generating unit and shows the amount of thermal energy in BTUs necessary to produce 1.0 net kWh. The smaller the number, the more efficient the unit.
(7) The increased Forced Outage Rate and decreased Equivalent Availability Factor in 2023 were due to a boiler tube leak in January and an extension of the planned fall outage to the complete CCR Landfill Liner project.

Source: PPGA.

For additional information on Project operations, see "Management's Discussion and Analysis—General Trends and Significant Events" in the audited financial statements of PPGA as of and for the years ended December 31, 2023 and 2022 attached as APPENDIX A.

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SCHEDULE OF BILLINGS TO MEMBERS

	DECEMBER 31,				
	2020	2021	2022	2023	2024 (BUDGET)
POWER SALES (MWH)	712,177	896,104	1,133,766	752,376	998,215
MEMBER BILLINGS					
Operation and Maintenance Billings					
Operating Expenses - Variable	$12,158,189	$14,921,420	$20,051,193	$15,414,864	$20,379,932
Station Power Expenses	210,841	251,582	277,264	366,092	213,444
Operating Expenses - Other	7,603,591	8,566,979	9,434,350	10,359,773	12,105,869
Indirect Overhead Expenses	391,824	357,827	432,661	505,415	546,000
Less: Credit from:					
Investment Income	(426,140)	(146,323)	(543,635)	(1,566,532)	(1,529,870)
Excess Debt Service Reserve Funds	(871,661)	(887,621)	(452,100)	(248,936)	(425,300)
Federal Subsidy Receipts	(4,207,501)	(4,078,077)	(3,950,918)	(3,817,782)	(3,678,313)
Dry Fly ash Revenue	(372,107)	(385,466)	(373,584)	(307,434)	(364,125)
Equipment Use and Misc.	(2,225)	(2,552)	(3,416)	(15,887)	(32,550)
Net Operation and Maintenance Billings	$14,484,811	$18,597,769	$24,871,815	$20,689,573	$27,215,087
Capital Asset/Outage Expenditures	786,597	1,628,787	1,866,308	6,515,318	7,018,707
Debt Service Billings, Net	47,294,344	47,173,201	$47,031,426	$46,897,547	$46,748,476
TOTAL MEMBER BILLINGS	$62,565,752	$67,399,757	$73,769,549	$74,102,438	$80,982,270
Operating Expenses - Variable/MWh	$ 17.07	$ 16.65	$ 17.69	$ 20.49	$ 20.42
TOTAL MEMBER BILLINGS/MWH	$ 87.85	$ 75.21	$ 65.07	$ 98.49	$ 81.13
Unrestricted Funds	$26,814,332	$23,772,902	$23,734,865	$20,601,074	-
Unrestricted Days Cash on Hand	481	360	287	282	-

DEBT SERVICE COVERAGE

	DECEMBER 31,				
	2019	2020	2021	2022	2023
FUNDS AVAILABLE FOR DEBT SERVICE					
Operating Revenues - Billings to Members, net	$69,360,731	$62,565,752	$67,399,757	$73,769,549	$74,102,438
Operating Expenses	(49,148,409)	(42,494,751)	(46,373,960)	(51,400,060)	(48,458,957)
Depreciation and Amortization	21,966,834	22,147,004	22,114,512	21,931,252	21,811,125
Investment Return	2,149,181	1,853,981	(337,128)	(1,491,374)	4,209,536
Federal Subsidy - Build America Bonds	4,299,529	4,207,501	4,078,077	3,950,918	3,817,782
Other Nonoperating Revenues	61,755	374,332	513,018	377,000	323,317
TOTAL NET REVENUES AVAILABLE FOR DEBT SERVICE	$48,689,621	$48,653,819	$47,394,276	$47,137,285	$55,805,241
Amounts on Deposit in the Rate Stabilization Account*	10,720,347	10,708,089	10,515,908	10,222,128	10,604,408
TOTAL FUNDS AVAILABLE FOR DEBT SERVICE	$59,409,968	$59,361,908	$57,910,184	$57,359,413	$66,409,649
Debt Service	$46,787,444	$47,294,344	$47,173,201	$47,031,426	$46,897,547
Debt Service Coverage Ratio*	1.27x	1.26x	1.23x	1.22x	1.42x
Coverage Ratio w/o Rate Stabilization Funds	1.04x	1.03x	1.00x	1.00x	1.19x

* Per Section 7.09 of the General Revenue Bond Resolution, amounts on deposit in the Rate Stabilization Account are allowed to be included in the debt service coverage ratio.

Outage Schedule and Maintenance. All preventative maintenance at the Project is monitored and scheduled by a plant maintenance software system that follows equipment manufacturer recommendations and takes into account operational history of the equipment. Over the last five years, the operation and maintenance (Other Production Expenses) and Turbine/Generator Outage Costs of the Project have averaged $7.94 per MWh. These costs were obtained from the Statements of Revenues and Expenses of the audited financial statements.

Minor outages are generally scheduled twice each year in the spring and fall. Minor outages generally last less than four weeks and typically include inspection and maintenance of equipment such as the steam generator and air quality control systems that can only be inspected and maintained when the Project is not in operation.

Major outages are scheduled periodically for the inspection and overhaul of the turbine-generator and turbine-generator stop valves and for replacement of the fabric filter bags used in the air quality control systems. Major outages are determined using manufacturers recommendations. The next scheduled major outage is in the fall of 2026 and will consist of a major turbine overhaul. Turbine valves are scheduled for the fall of 2027, fabric filter bag replacement for the fall of 2028, and generator overhaul for the fall of 2029.

Capital Expenditure Budget. PPGA has budgeted the amounts shown below for capital expenditures at the Project over the next five calendar years:

CALENDAR YEAR	BUDGETED CAPITAL EXPENDITURES
2024	$ 7,018,707
2025	4,993,300
2026	1,160,000
2027	1,998,600
2028	2,304,440
TOTAL	$17,475,047

Future capital projects, in addition to the scheduled outages referred to above, consist of completing the new auxiliary boiler, rerouting the forwarding pump lines, catalyst layers, air heater baskets, upgrade the distributed control system simulator, distributed control system evergreen, baghouse filter bags and cages, various equipment and tool purchases. PPGA anticipates paying for future capital projects, including any contingent budget items, through billings to Participants.

WHELAN ENERGY CENTER OPERATIONS

The Project is located adjacent to an existing coal-fired generation facility known as the Whelan Energy Center Unit 1 (*"Unit 1"*). Unit 1, which is owned and operated by Hastings Utilities, is a 77 MW pulverized coal-fired generating unit that was placed into commercial operation in 1981. The Project uses the same coal-fired generation technology as Unit 1. Certain facilities and properties at the Whelan Energy Center (the *"Whelan Energy Center"* or *"WEC"*) are common to Unit 1 and the Project, and Hastings Utilities has leased the ground and conveyed easements to PPGA to the extent necessary for the operation and maintenance of the Project. There is sufficient land at the WEC for one additional generating unit, although there are currently no plans to construct an additional generating unit at the WEC.

Unit 1 and the Project are fueled by low-sulfur coal from the Powder River Basin in Wyoming. The WEC site has dual access to coal deliveries via both Burlington Northern Santa Fe (*"BNSF"*) and Union Pacific railroads. Hastings Utilities owns the rail facilities connecting the WEC site to both of these rail lines. For additional information concerning fuel supply see "Coal Supply" below.

All of the 7.2 million gallons of water per day (based on peak conditions) necessary for the operation of the Project is derived from wells located on and directly adjacent to the WEC site. For additional information concerning water supply see "Water Supply" below.

The combustion of coal at the Project produces sulfur dioxide, nitrogen oxides, mercury, particulate emissions (fly ash) and other emissions. As required by state and federal law, Best Available Control Technology (*"BACT"*) is used and a number of pollution control protection systems have been installed to control such emissions. For information concerning environmental matters see "Environmental Matters" below.

PROJECT OPERATING AGENT

Pursuant to the Participation Agreement and the Project Operating Agent Agreement, dated as of January 1, 2008, as amended (the *"Operating Agent Agreement"*), Hastings Utilities serves as Project Operating Agent and is responsible for the operation and maintenance of the Project. Under the Operating Agent Agreement, Hastings Utilities has agreed to perform, among others, the following responsibilities and duties:

- Cause the Project to be operated and maintained in a reasonably efficient manner and in accordance with prudent utility practices;

- Prepare a budget each year and submit it to PPGA for approval, setting forth anticipated expenses, bond-related costs, capital requirements, operating and maintenance costs, station power supply costs, decommissioning costs and fuel and energy-related costs;

- Select the fuel supply for the operation of the Project, including the method of transporting the fuel to the Project, and make all other decisions related to the purchase and transportation of the fuel for the Project;

- Enter into, renew, or extend contracts deemed useful by PPGA or provided for in the annual budget for the operation and maintenance of the Project; and

- Purchase, to the extent funds are allocated under the annual budget and are available, all fuel, supplies and equipment useful to maintain and operate the Project.

Hastings Utilities is authorized under the Operating Agent Agreement to pay, from the accounts established under the Operating Agent Agreement, when due, all obligations for the operation of the Project that are contemplated by, and in accordance with, the annual budget approved by PPGA, including payment for debt service and other costs related to the Bonds and other indebtedness of PPGA, and all costs of Hastings Utilities acting as the Project Operating Agent.

PPGA pays Hastings Utilities for all costs incurred by Hastings Utilities as Project Operating Agent, including all direct or indirect charges, costs and expenses paid or incurred by Hastings Utilities that arise out of, pertain to, or are attributable to Hastings Utilities' performance of its duties under the Operating Agent Agreement.

The Operating Agent Agreement will terminate one year after the later of (a) the decommissioning of the Project, (b) the payment in full of all debt issued by PPGA to finance the cost of the Project, (c) the payment in full of all expenses incurred by Hastings Utilities under the Operating Agent Agreement, and (d) the payment in full of any other liabilities or obligations under the Participation Agreement or the Operating Agent Agreement. In addition, pursuant to the Participation Agreement, PPGA may remove Hastings Utilities as the Project Operating Agent if Hastings Utilities fails to remedy any act of default within a reasonable time after a final decision or order is made in accordance with the Participation Agreement or Project Operating Agreement that Hastings Utilities is in default. Hastings Utilities may also resign as Project Operating Agent by giving PPGA at least one year's written notice. Prior to the removal or resignation of Hastings Utilities as Project Operating Agent, PPGA must designate a new Project Operating Agent.

The Hastings Utilities' management team has more than 130 years of experience and the average power plant staff has 10 years' tenure. There are currently 74 people employed at the Whelan Energy Center. When the Project is in operation, there are two operations employees per shift dedicated to the Project and two employees per shift with shared duties between Unit 1 and the Project. All administration, maintenance, and fuel handling employees have shared duties between Unit 1 and the Project. Hastings Utilities reports that in recent years labor relations have been excellent and that there are presently no labor disputes or other major employment issues at WEC. None of the employees of Hastings Utilities at WEC are unionized.

COAL SUPPLY

Unit 1 and the Project are fueled by low-sulfur coal from the Powder River Basin in Wyoming, which is delivered to WEC by rail. Hastings Utilities currently purchases approximately 980 thousand tons of coal each year for the combined operation of Unit 1 and the Project. In its capacity as Project Operating Agent, Hastings Utilities procures and manages the fuel supply and transportation of fuel for the Project. For the coal supply portfolio for the WEC, Hastings Utilities currently solicits multiple suppliers in order to provide a competitive fuel price.

Hastings Utilities uses a request for proposal process in obtaining bids for coal supply. The current WEC coal supply contract (which is written for 100% of WEC coal purchase needs) is with Peabody Energy and expires on December 31, 2025.

Track facilities at the WEC site include a loop track with spurs and a bottom dump facility. The rail facilities at WEC are capable of handling two 140-car trains. Rail services for the WEC are currently provided pursuant to a contract with BNSF that expires on December 31, 2027.

WATER SUPPLY

The water systems for both units at the WEC are integrated on the site. The primary use of water is makeup water for the closed loop cooling water system. Water supply for the WEC is currently provided by six water supply wells. Five of the wells are located on the WEC property and one is located off site. These wells provide the entire industrial and service water demands for operation of both units at the WEC.

The Project requires an annual average of 2,500 gallons per minute (*"gpm"*) of service water, with a peak summer demand of approximately 4,000 gpm. The total current available groundwater supply to serve Unit 1 and the Project is over 6,000 gpm. Additional water supply for the Project may be acquired by connecting to two wells located adjacent and south of the WEC site. In addition, there is a 450 gpm municipal well located near the southeast corner of the WEC that is currently not used for municipal purposes.

There is also municipal service water that can be used as a backup water supply and fire protection for the Project from a 12-inch water main connected to the WEC site. PPGA monitors groundwater levels quarterly and pumping operations monthly to ensure water resources are adequate to meet future water supply needs.

TRANSMISSION

Under the Participation Agreements, the Participants are responsible for the transmission of electric output of the Project from the point of delivery specified in the Participation Agreements to their own electric utility systems.

There are four 115kV transmission lines that terminate at the WEC substation, which has an eight terminal breaker-and-a-half configuration. Two of the WEC lines interconnect with the Nebraska Public Power District (*"NPPD"*) transmission system directly, and two of the lines connect with Hastings Utilities transmission facilities which then interconnect with NPPD at three additional delivery points, providing a total of five 115kV interconnections with NPPD. The Hastings Utilities 115kV system is looped to allow flexibility in outage scheduling without impacting system operations.

ENVIRONMENTAL MATTERS

General. The operation of the Project is subject to various laws, regulations, licenses, permits and approvals from federal, state and local bodies and authorities, and to ongoing compliance with the terms and conditions of such laws, regulations, licenses, permits and approvals. PPGA reports that the Project is presently in compliance, in all material respects, with all applicable state and federal and environmental laws, regulations, and permits. Various environmental permits and approvals for the Project must be renewed from time to time and PPGA does not currently anticipate any problems with the renewal of these permits and approvals.

Emission Controls. The Project emits nitrogen oxides, carbon monoxide, particulate matter, PM_{10}, sulfur dioxide, sulfuric acid mist, volatile organic compounds, fluorides and other air pollutants. PPGA applies BACT for each emissions unit that has the potential to emit these pollutants. BACT is an emission limitation established based on the maximum degree of pollutant reduction considering technical, economic, energy and environmental factors, as determined by the Nebraska Department of Environment and Energy (*"NDEE"*) and the U.S. Environmental Protection Agency (*"EPA"*). Compliance with emission limits is assessed annually by NDEE.

Water Quality. PPGA has been issued a zero-discharge National Pollutant Discharge Elimination System (*"NPDES"*) permit, which regulates surface discharges from the Project site. PPGA has also been issued a notice of coverage under the NPDES General Permit for storm water discharges.

Under PPGA's NPDES permit, storm water runoff from coal pile, processing facilities and haul roads is directed to the coal pile storm water containment and treatment system. At the treatment system, storm water is temporarily stored in a holding pond and then treated to meet applicable discharge limits. This effluent is then discharged to the surge pond, which contains all storm water flow from the site. As of the date of this Official Statement, no water has been discharged from the surge pond.

PPGA's NPDES permit also covers discharge of cooling tower blow down from the Project into the West Fork of the Big Blue River. Wash down water generated within the plant facilities is discharged to floor drains that are connected to the municipal sanitary sewer system.

As of the date of this Official Statement, PPGA is in material compliance with its current NPDES permit.

CERCLA. WEC is located in an area with sites listed for inclusion on the National Priorities List of Superfund sites under the Comprehensive Environmental Response, Compensation, and Liability Act (*"CERCLA"*). However, Hastings Utilities is not aware of any specific investigations by EPA regarding operations at the WEC. With the support of EPA and NDEE, Hastings Utilities is providing clean-up services for several Superfund sites by utilizing contaminated groundwater for industrial uses. PPGA is not aware of any condition at the Project or the WEC that would give rise to any material liability or expense to PPGA or Hastings Utilities under CERCLA.

Solid Waste Disposal. Hastings Utilities does not dispose of any solid waste on-site at the WEC. General trash and debris is removed and transported by local trash service to the Hastings Municipal Solid Waste Landfill. Recyclables are collected and delivered to a local recycling facility. Temporary storage of Coal Combustible Residuals (*"CCRs"*) is done pursuant to a permit through the NDEE Solid Waste Division. See "*Coal Combustion Byproducts Waste Disposal*" below.

Hazardous Waste/Storage Tanks/PCB/Asbestos Control. A small amount of hazardous waste is generated from the Project and periodically disposed of in accordance with applicable laws. This waste consists of surplus resins and coatings, laboratory chemicals, storage containers of catalysts and similar materials. To PPGA's knowledge, (i) hazardous waste is, and has been, properly disposed of off-site through a permitted disposer, and (ii) the storage, handling and disposal of hazardous waste at and from the Project is and has been in material compliance with all applicable legal requirements.

There are various aboveground storage tanks at the Project. There are also various vessels containing chemicals for plant use such as chlorine, hydrogen, ammonia and diesel fuel. To PPGA's knowledge, all such tanks and vessels are properly registered, include appropriate containment, are not leaking, and all required plans and leak detection and prevention devices for these tanks and vessels are in place.

Coal Combustion Byproducts Waste Disposal. Solid waste associated with CCRs are temporarily stored on-site in a lined retention pond pursuant to an NDEE solid waste permit. CCRs are then marketed and sold for beneficial reuse in compliance with NDEE beneficial use guidelines and, in the case of scrubber ash, sold pursuant to a permit issued by the Nebraska Department of Agriculture.

Permits and Approvals. The following table shows the primary permits and approvals required for operation of the Project, together with the status of each such permit or approval:

Agency	Permit/ Approval	Regulated Activity	Status
Federal			
EPA	Risk management plan (*"RMP"*)	Potential accidental releases of hazardous chemicals used or stored onsite in greater than threshold quantities	The current approved RMP effective date was 12/16/2022. It is set to be reviewed in 2026.
EPA	Spill prevention, control and counter measure plan (*"SPCC"*)	Potential release of liquid fuels	The SPCC plan is current for the Project.
State			
NDEE	Acid rain permit	Applicable to fossil fuel fired units	The current Acid rain permit was issued by the NDEE and is effective from 4/17/2024 to 4/17/2029.
NDEE	Operating permit	Operation of a major source	The current Operating permit was issued by the NDEE and is effective from 4/17/2024 to 4/17/2029.
NDEE	NPDES permit to discharge	Storm water and process water discharge	The current Storm water permit was issued by the NDEE on 7/14/2021. The NDEE issued an extension of the current permit until further notice.
NDNR[1]	Registration of groundwater wells	Construction and operation of groundwater well	All wells have been registered with NDNR except for Well D which is a groundwater recovery well owned by a potentially responsible party associated with a superfund site. NDNR is aware of Well D and report of its use is made annually to NDNR.

See also "INVESTMENT CONSIDERATIONS–Certain Environmental Matters Affecting the Electric Industry."

PUBLIC POWER GENERATION AGENCY

GENERAL

PPGA is a non-profit, public body corporate and politic organized under the laws of the State of Nebraska. PPGA was created as a joint entity pursuant to Section 18 of Article XV of the Constitution of the State of Nebraska, the Act, and the Interlocal Agreement.

PPGA was created solely for the purpose of owning, financing, acquiring, constructing and operating the Project. PPGA is undertaking the Project to provide a long-term, base load power supply resource for the Participants. The current Participants of PPGA are MEAN, Heartland Energy, Hastings Utilities, Grand Island Utilities and Nebraska City Utilities. For more information regarding the Participants, see "THE PARTICIPANTS."

1 Nebraska Department of Natural Resources.

INTERLOCAL COOPERATION ACT

The Act permits local governmental units, including public agencies outside the State, to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

A separate legal entity, such as PPGA, may be formed under the Act when two or more public agencies enter into an agreement for joint or cooperative action pursuant to the Act. Such a joint entity is subject to control by its members and constitutes a separate public body corporate and politic of the State, exercising public powers and acting on behalf of the public agencies that are parties to such agreement. The powers of such joint entity include, among other things: (i) to sue and be sued, (ii) to make and execute contracts and other instruments, (iii) to issue bonds and (iv) to mortgage, pledge or grant any security interest in any real or personal property and all or any part of the revenue from any project or projects or any revenue-producing contract or contracts made by the joint entity to secure the payment of bonds.

ORGANIZATION AND POWERS

PPGA is governed by a board of directors (the *"Board of Directors"*) consisting of one director for each of the Participants. Each director is appointed by the governing body of the respective Participant. A director may be removed for any cause by the governing body of the Participant that such director represents. Each director is entitled to one vote. In order to take action, (i) a majority of single votes cast by the directors must support the action and (ii) the sum of the combined percentages of Entitlement Shares voting to support the action must be greater than the combined percentage of Entitlement Shares voting to oppose the action. The removal of an officer and amendments to the bylaws require a two-thirds majority vote of the Board of Directors present and voting, and the approval of all of the Directors is required for amendments to the voting provisions described above or the number of Directors that constitutes a quorum of the Board.

The Board of Directors has the authority to create committees and has created an Engineering and Operations Committee and a Finance Committee. The committees do not have the authority to take action for PPGA.

The current members of the Board of Directors are:

Director	Participant Represented	Position with Participant
Robert Poehling	MEAN	Chief Executive Officer
Russell Olson	Heartland Energy	Chief Executive Officer
Jeff Kohrs	Nebraska City Utilities	General Manager
Ryan Schmitz	Grand Island Utilities	Utilities Director
Derek Zeisler	Hastings Utilities	Manager of Utilities

The officers of PPGA are elected by the Board of Directors of PPGA to serve terms of one year. The current officers of PPGA are:

Chair. Robert Poehling has served as Executive Director/CEO of MEAN and NMPP Energy since April 2015 and is responsible for all operations of MEAN. Mr. Poehling has more than 30 years of energy industry experience that includes 15 years with Aquila Inc. where he held various senior level positions both domestically and internationally. Prior to joining NMPP Energy, he served as General Manager of the Kansas Municipal Energy Agency in Overland Park, Kansas. Mr. Poehling has also held Board Memberships with U.S. Oil Company, Aquila Merchant Services, Inc., Everest Communications and Utilimode Proprietary Limited. Mr. Poehling received a Bachelor of Science degree in Business Administration from the University of Nebraska-Lincoln and has completed a number of advanced education courses in sales, marketing and finance.

Vice Chair. Russell Olson was appointed Chief Executive Officer of Heartland Energy effective October 1, 2013. Prior to that time, Mr. Olson served as Heartland Energy's Manager of Community and Economic Development from 2005 to October 1, 2013. Prior to his time at Heartland Energy, Mr. Olson worked as a land use planner for South Eastern Council of Governments and for the South Dakota Governor's Office of Economic Development, and as executive director of the Lake Area Improvement Corporation, which serves as the office of economic development for the City of Madison, South Dakota. Mr. Olson has also served in the South Dakota Legislature as Representative, Senator, and most recently, Senate Majority Leader. Mr. Olson is a graduate of the University of South Dakota, where he earned a Bachelor of Science degree with majors in English and Political Science. He also earned his Master of Arts degree in Public Administration.

Secretary-Treasurer. Jeff Kohrs was appointed as the General Manager of Nebraska City Utilities on April 1, 2018. Prior to that time, Mr. Kohrs served as Nebraska City Utilities' Office Manager for 20 years and held other positions within the organization since 1984. Mr. Kohrs received a bachelor's degree in Business Administration and Management from University of Nebraska-Lincoln.

Management

The Board of Directors is assisted by the PPGA Managing Agent and the Project Operating Agent. MEAN serves as the Managing Agent to manage the day-to-day administrative duties of PPGA. Hastings Utilities serves as the Project Operating Agent.

Managing Agent. The responsibilities of PPGA are set forth in the Participation Agreement. MEAN acts as the Managing Agent of PPGA and assists PPGA with the performance of these responsibilities. Presently, Tim Cerveny of NMPP Energy has primary responsibility for MEAN's duties as Managing Agent of PPGA, having assumed such responsibilities in June 2016. Prior to joining NMPP Energy, Mr. Cerveny worked at the Nebraska Public Power District for over 25 years, most recently as an Asset Management Specialist. His time at NPPD also included experience with power plant instrument and controls, substation maintenance, management of combustion turbine and power plant maintenance. Mr. Cerveny received an associate degree from Southeast Community College in Electromechanical Technology and a bachelor's degree in Management from Bellevue University.

Project Operating Agent. Responsibilities of the Project Operating Agent are set forth in the Operating Agent Agreement. Hastings Utilities has primary responsibility for Hastings Utilities' duties as Project Operating Agent of PPGA, currently under the supervision of Shane Stone as Plant Coordinator. Mr. Stone joined Hastings Utilities in 2009 as a Plant Operator as part of the initial staffing effort for the commissioning of the Project. His 15 years with Hastings Utilities includes time spent in all areas of WEC as the Operations Supervisor, Maintenance and Fuel Superintendent, and currently as the Plant Coordinator. Prior to his time at Hastings Utilities, Mr. Stone was a Construction Lead with Wardcraft Homes in Minden, Nebraska. Mr. Stone received associate degrees from Central Community College in Business Administration and Construction Technology.

REGULATION

Rates. The authority of PPGA to determine, fix, impose and collect rates and charges is not subject to the regulatory jurisdiction of any federal, state or local authority or agency.

Issuance of Securities. PPGA is not required to obtain the approval or consent of any federal, state or local authority or agency prior to the issuance of its bonds, notes or other evidences of indebtedness.

THE PARTICIPANTS

GENERAL

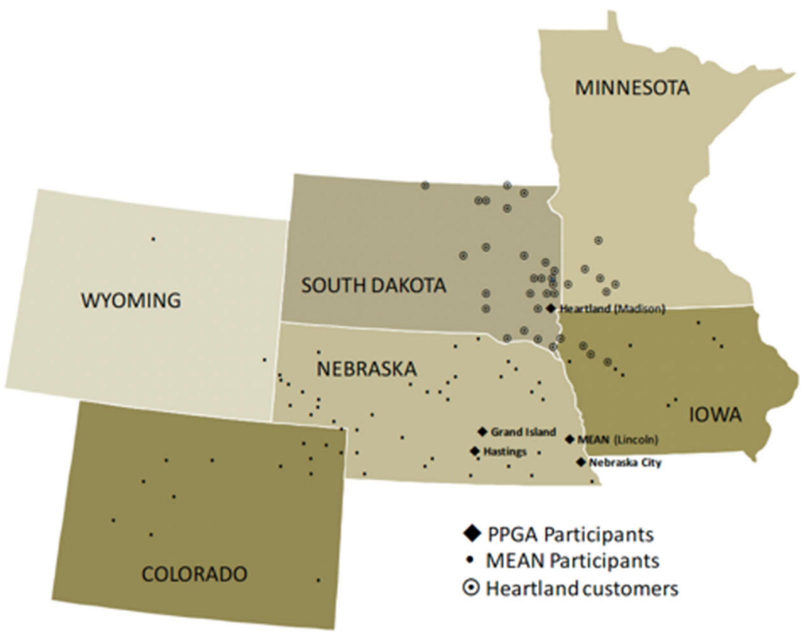
The Participants of PPGA are MEAN, Heartland Energy, Hastings Utilities, Grand Island Utilities and Nebraska City Utilities. MEAN is a Nebraska-based joint action agency created for the purpose of providing wholesale electric power and energy and related services to its participants, which own and operate municipal electric utilities in Nebraska, Colorado, Iowa and Wyoming. Heartland Energy is a South Dakota consumers power district created for the purpose of providing wholesale electric power and energy and related services to its customers, which own and operate municipal electric utilities in South Dakota, Iowa and Minnesota. Hastings Utilities, Grand Island Utilities, and Nebraska City Utilities each own and operate a municipal electric utility system in Nebraska that provides electric services to retail consumers.

The following table shows the Entitlement Share of each Participant and the associated capacity of the Project under the Participation Agreements:

PARTICIPANT	ENTITLEMENT SHARE	CAPACITY (MW)
MEAN	36.36%	80
Heartland Energy	36.36	80
Hastings Utilities	15.91	35
Grand Island Utilities	6.82	15
Nebraska City Utilities	4.55	10
TOTAL	100.00%	220

Heartland Energy has sold a portion of the capacity and energy from the Project associated with its Entitlement Share to another joint action agency under a separate power sales agreement. Notwithstanding the power sales agreement, Heartland Energy remains primarily obligated for the payment to PPGA of all amounts associated with its full Entitlement Share under its Participation Agreement. For more information on this power sales agreement, see “HEARTLAND ENERGY— Customers and Power Sales Agreements” in APPENDIX B.

The following map shows the approximate locations of the Project, the Participants and the municipal utilities that are served by those Participants that are joint action agencies (MEAN and Heartland Energy).



FINANCIAL AND OPERATING INFORMATION

The following table provides summary financial and operating information with respect to the Participants for their most recently available fiscal years of operation:

	ENERGY SALES (MWH)	TOTAL OPERATING REVENUES	PEAK DEMAND (MW)
MEAN[1]	2,029,706	$127,415,792	368.0
Heartland Energy[2]	763,443	$54,020,600	94.0
Hastings[3]	648,874	$56,018,465	91.3
Grand Island Utilities[3]	1,567,127	$94,215,687	173.9
Nebraska City Utilities[3]	157,398	$16,511,575	36.2

1 Fiscal Year ended March 31, 2024.
2 Fiscal Year ended December 31, 2023.
3 Fiscal Year ended September 30, 2023.

In addition to the general information provided for the Participants above, selected financial and operating information for each of the Participants is included in APPENDIX B.

REGULATION

MEAN and Heartland Energy. The authority of MEAN and Heartland Energy to determine, fix, impose and collect rates and charges for electric power and energy sold and delivered is not subject to the regulatory jurisdiction of any local, state or federal governmental authority or agency.

Grand Island Utilities, Hastings Utilities and Nebraska City Utilities. Under Nebraska law, municipalities in Nebraska, including Grand Island Utilities, Hastings Utilities and Nebraska City Utilities, have the exclusive right to serve all customers within their corporate limits. However, a Nebraska municipality may, subject to the approval of the Nebraska Power Review Board (*"NPRB"*), enter into agreements pursuant to which other suppliers of electricity may serve customers within such municipality. Municipalities have the right to serve customers in areas that they annex, subject to the approval of the NPRB and payment to the previous suppliers of electricity in accordance with Nebraska law. Under Nebraska law the service areas of public power districts are determined by agreement with other suppliers of electricity, subject to the approval of the NPRB.

The authority of municipalities in Nebraska to determine, fix, impose and collect rates and charges for electric power and energy sold and delivered is not subject to the regulatory jurisdiction of any state or federal governmental authority or agency.

INVESTMENT CONSIDERATIONS

The purchase of the 2024 Series A Bonds involves certain investment risks that are discussed throughout this Official Statement. No prospective purchaser of the 2024 Series A Bonds should make a decision to purchase any of the 2024 Series A Bonds without first reading and considering the entire Official Statement, including all Appendices, and making an independent evaluation of all such information. Certain of those investment risks are described below. The list of risks described below is not intended to be definitive or exhaustive and the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.

Special Obligations

The 2024 Series A Bonds are special obligations of PPGA payable only from the Revenues and certain funds held under the Resolution. Neither the full faith and credit nor the taxing power of the State or any agency, instrumentality or political subdivision thereof (including PPGA) is pledged for the payment of principal of, premium, if any, or interest on the 2024 Series A Bonds. The 2024 Series A Bonds are not general obligations of PPGA, the State or any agency, instrumentality or political subdivision thereof. The issuance of the 2024 Series A Bonds shall not directly, indirectly, or contingently obligate PPGA, the Participants or the State or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for the payment of the 2024 Series A Bonds. PPGA has no taxing power. The Resolution does not mortgage or grant a security interest in any physical properties of the Project to secure the 2024 Series A Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" above.

Each Participant has agreed in its Participation Agreement that its obligation to make payments under the Participation Agreement is an ordinary and necessary expense of its electric system, with certain exceptions. Such payments are to be made solely from the revenues of such Participant's electric system. Participants are not obligated to make any payments to PPGA from tax revenues or any other revenues other than electric utility system revenues. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Participation Agreements."

Operation of the Project

Although the Participants are obligated to make the payments to PPGA under the Participation Agreements regardless of whether the Project is operable or operating, the ability of the Participants to make such payments to a certain extent depends upon, and is greatly enhanced by, the safe, effective and efficient operation of the Project. PPGA has contracted with Hastings Utilities to be the Project Operating Agent to operate the Project on behalf of PPGA. Any significant disruption in the operation of the Project would require PPGA to collect from the Participants the fixed costs of the Project, including debt service on the 2024 Series A Bonds, and the Participants would be required to make such payments under the Participation Agreements in addition to payments for alternate power supplies until operation of the Project resumed.

Various events outside of the control of PPGA and Hastings Utilities, including changes in the required permits and approvals for the Project, could cause interruptions in the operation of the Project.

As described above, the output from the Project is dispatched in the SPP Integrated Marketplace. The electric energy available from the Project is offered into the SPP Integrated Marketplace, and load serving entities within the SPP Integrated Marketplace submit bids to purchase electrical energy. SPP clears the offers and bids through unit commitment and economic dispatch algorithms on a day-ahead and real-time basis. This process generally favors low-cost, flexible and reliable generation resources. The Project competes with other generation sources to serve loads across the seventeen state footprint of the SPP Integrated Marketplace. As a result, the Project is less likely to be dispatched during periods when the electric loads within the SPP Integrated

Marketplace are met with low-cost generation from other market resources, and is more likely to be dispatched when reliable and resilient baseload resources are required to serve market loads. See "Extreme Weather" below.

FUEL SUPPLY FOR THE PROJECT

Fuel costs account for a significant component of PPGA's total costs of the Project and have a significant effect upon Project economics. Although coal prices have historically been relatively stable and inexpensive compared to other fuels, there are a number of factors that could affect the availability and price of coal and coal transportation services for the Project. These factors may be outside the control of PPGA and Hastings Utilities and its coal supply and transportation contracts.

To mitigate the risks of fluctuating coal prices, Hastings Utilities and PPGA actively manage coal supply purchases for WEC through a mixed use of long-term supply contracts and spot and short-term purchases. Hastings Utilities maintains sufficient coal inventories at WEC to provide fuel for extended periods of time (currently at 35-40 days' supply) in the event of supply disruptions. See "THE PROJECT–Coal Supply" for additional discussion regarding the current coal supplier.

Hastings Utilities manages WEC's rail transportation costs through the use of long-term contracts. Rail services for WEC are currently provided under contract with BNSF that expires on December 31, 2027. WEC has dual rail access from competing rail providers to the Project site, which reduces the ability of a single transportation provider to dictate costs, terms and conditions of service.

CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

The U.S. electric utility industry is in a period of significant change and is facing a range of challenges and uncertainties that will continue to impact the financial and operating position of investor-owned, cooperative and municipal electric utilities, including PPGA and the Participants. Much of the change results from actions taken by legislative and regulatory bodies at the national, regional and state level.

Energy Policy Act of 2005. The Energy Policy Act of 2005 (the *"2005 Energy Policy Act")* provides incentives for traditional energy production as well as newer, more efficient energy technologies, and conservation. The 2005 Energy Policy Act provides for, among other things: (1) the repeal of the Public Utility Holding Company Act (*"PUHCA"*), although some responsibilities under PUHCA are transferred to the Federal Energy Regulatory Commission (*"FERC"*) and state regulatory commissions; (2) a grant to FERC of authority to site transmission facilities if states are unwilling or unable to approve siting; (3) a directive to FERC to permit incentive rate policies as a means to encourage transmission expansion; (4) revisions to the Public Utility Regulatory Policies Act; (5) the establishment of service obligation protections for native load customers of utilities in certain areas of the country; (6) the creation of limited FERC jurisdiction over interstate transmission assets of municipal utilities, cooperatives and federal utilities, to permit FERC to order those entities to provide transmission services on rates and terms comparable to those that the entities charge and provide to themselves; (7) the establishment of mandatory electric reliability rules for all market participants and the creation of a self-regulatory reliability organization, subject to oversight by FERC; and (8) the provision of certain tax incentives to encourage expansion of transmission facilities and improvement of environmental standards. As directed by the 2005 Energy Policy Act, FERC has adopted many of the applicable implementing regulations.

FERC continues to issue regulations and decisions interpreting and implementing the various provisions of the 2005 Energy Policy Act. PPGA is not able to predict at this time the effects, if any, that the 2005 Energy Policy Act or the adoption of such regulations will have on PPGA, the Participants or the Project.

FERC Transmission Regulation. The National Energy Policy Act of 1992 (the *"Energy Policy Act"*) included provisions that promoted competition in wholesale electric markets by, among other things, easing restrictions on wholesale power producers and by allowing FERC to order transmission access for wholesale buyers and sellers of electricity over transmission systems owned by "transmitting utilities."

In 1996, FERC issued its Order 888, which requires jurisdictional utilities to file wholesale transmission tariffs providing pricing and terms for transmission access for wholesale purposes. FERC Order 888 also requires non-jurisdictional utilities (including municipal and consumer-owned utilities) that purchase transmission services from a jurisdictional utility to provide, in turn, non-discriminatory, open access transmission services back to the jurisdictional utility upon terms and conditions that are comparable to the transmission service that they provide to themselves. FERC Order 889 (1) imposes certain standards of conduct intended to restrict transmission-owning utilities from using those facilities to obtain an unfair competitive advantage in power sales transactions and (2) requires utilities to post information electronically regarding the availability and pricing of their transmission services.

The Energy Policy Act does not permit FERC to order transmission access for purchases or sales of electricity at retail (commonly known as *"retail wheeling"*). However, various bills have been introduced in prior sessions of Congress that would require existing utilities to allow competitors to use their transmission and distribution facilities to provide electric service to retail customers of the existing utilities. Various states have implemented or are considering legislative or regulatory proposals that would also allow such use of utility property by competitors to serve the retail customers of the existing utilities.

FERC Transmission Reliability Initiative. Section 215 of the Federal Power Act, which was enacted by the 2005 Energy Policy Act, provides for FERC to establish a system of mandatory, enforceable reliability standards. FERC has designated the North American Electric Reliability Council (*"NERC"*) as the Electric Reliability Organization to develop the reliability standards for submittal to FERC for approval and then administer the approved standards with the industry.

The reliability standards apply to all users, owners and operators of the bulk power system within the United States (other than Alaska or Hawaii) and require that each reliability standard identify the subset of users, owners and operators to which that particular reliability standard applies. Violations of the reliability standards may result in penalties, which FERC continues to monitor and adjust. PPGA is in compliance with all of the current applicable reliability standards but is not able to predict the effects, if any, that future standards or changes to current standards will have on PPGA, the Participants or the Project.

Renewable Portfolio Standards. Certain states are now implementing renewable portfolio standards (*"RPS"*) which typically require electricity providers to obtain a minimum percentage of their power from renewable energy resources by a certain date. As of the date of this Official Statement:

Iowa has adopted a renewable portfolio standard for investor-owned utilities.

Colorado has adopted an RPS affecting investor-owned utilities, electric cooperatives and municipal utilities, except municipal utilities serving less than 40,000 customers. For Colorado municipalities subject to the RPS, the requirement is that the municipality provide the following percentages of renewable or recycled energy: 6% of retail electricity sales for each year until 2019 and 10-20% of retail electricity sales beginning in year 2020 and for each year thereafter. Additionally, in 2019, Colorado enacted legislation requiring utilities serving 500,000 or more customers to supply 100% of retail sales with clean energy sources by 2050 so long as meeting such requirements is technically and economically feasible and in the public interest. MEAN's Colorado Total Requirements Participants currently qualify for the exemption from Colorado's RPS requirements due to their customer headcounts. Colorado municipal utilities serving at least 5,000 customers must also offer a net metering program in accordance with statutory requirements.

In 2019, the Colorado Legislature passed House Bill 19-1261 (*"HB 19-1261"*) which established a statewide goal to reduce greenhouse gas (*"GHG"*) emissions below 2005 levels by 26% by 2025, 50% by 2030 and 90% by 2050. While this legislation carries no mandates, it directs the Colorado Air Quality Control Commission to adopt and implement rules to achieve the statewide reduction goals. It is not yet clear how or to what extent these reduction goals may be apportioned to various economic sectors in Colorado throughout this period. With respect to electric utilities, the reduction goals are implemented through the submittal of "clean energy plans" that demonstrate an 80% reduction in GHG emissions in 2030 relative to 2005 levels based on retail sales in Colorado. An electric utility that submits a clean energy plan will not be required to achieve additional GHG emission reductions through 2030.

In 2023, the Colorado Legislature passed Senate Bill 23-198 (*"SB 23-198"*) which made various amendments to the statutory language that was passed in HB 19-1261. Among other things, SB 23-198 required "wholesale power marketers" to submit clean energy plans within one year of becoming subject to the clean energy plan requirement. Clean energy plans filed by wholesale power marketers after January 1, 2024, must demonstrate reductions in GHG emissions of 46% by 2027 and 80% by 2030, in each case relative to 2005 levels, based on retail sales in Colorado. A "wholesale power marketer" is an entity that (a) supplies electricity at wholesale to retail electric utilities in Colorado and (b) annually supplies at least 300,000 MWh of electricity to Colorado entities. MEAN is a wholesale power marketer under the SB 23-198 and submitted its clean energy plan to the Colorado Department of Public Health and Environment Division of Administration and to the Colorado Public Utilities Commission in May 2024 in compliance with the statutory requirement. MEAN will be required to make additional filings in future years and may be required to take additional actions under future Colorado legislation.

Minnesota's amended RPS requires investor-owned utilities, generation and transmission cooperatives, municipal power agencies, and power districts operating to use eligible renewable resources to serve at least 25% of retail electricity sales by 2025 and 55% by 2035. Minnesota's RPS was amended in 2024 to require investor-owned utilities to generate or procure 80% of their electricity (60% for all other utilities) from "carbon-free" sources by 2030. For all utilities, the "carbon free" requirement increases to 90% in 2035 and to 100% in 2040. The Minnesota Public Utilities Commission has the authority to modify or delay the RPS and "carbon-free" requirements based on a public interest determination after considering rate impacts to customers, environmental impacts, system reliability and other factors.

Nebraska, South Dakota and Wyoming have not adopted an RPS.

Revised RPS requirements could be enacted or adopted during the term of the 2024 Series A Bonds.

Other Factors. In addition to these legislative and regulatory actions, a number of other factors are having or may have significant impacts on the electric utility industry generally and on the financial and operating condition of individual utilities. These factors include, among other things:

- changes resulting from conservation and demand-side management programs on the timing and use of electric energy;
- the development and impact of alternate energy sources;
- the lack of a comprehensive 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 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;
- increased competition from independent power producers and marketers, brokers and federal power marketing agencies;
- "self-generation" or "distributed generation" (such as rooftop solar, microturbines and fuel cells) by industrial and commercial consumers and others;
- changes in systems, including systems that would provide certain customers with the ability to generate their own electrical power and reduce or eliminate their dependency on power provided by PPGA and the Participants;
- growth in the demand for electricity resulting from increasing electrification of the transportation sector and other sectors of the economy, as well as the challenges of serving large new loads such as data centers;
- volatility in the price of energy purchased on the wholesale market that may occur in times of high peak demand;
- unavailability of or substantial volatility in the cost of coal or natural gas used as fuel for generation facilities;
- availability and sufficiency of transmission capacity, particularly during times of high demand; and
- local, regional and national economic conditions.

It is not possible to predict what impact these and other factors will have on the financial and operating position of PPGA or the Participants. The foregoing discussion is a general summary of complex matters. This discussion is not comprehensive or definitive and the matters discussed are subject to change.

ENVIRONMENTAL MATTERS AFFECTING THE ELECTRIC INDUSTRY

Electric utilities are subject to evolving environmental regulation. PPGA must comply with numerous environmental laws and regulations and maintain various environmental permits and approvals from state and federal agencies to operate the Project. To date, PPGA is in material compliance with all such laws and regulations and has obtained and is in compliance with all environmental permits and approvals necessary for the operation of the Project. However, federal, state and local laws and regulations that govern 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 the Project and the utility facilities operated by the Participants will remain subject to the laws and regulations currently in effect, will always be in compliance with future regulations, or will always be able to obtain all required operating permits. An inability to comply with environmental standards could result in expensive changes to equipment and systems, reduced operating levels, or the complete shutdown of individual electric generating units not in compliance.

There is increased concern by the public, the scientific community and Congress regarding environmental damage resulting from the use of fossil fuels. There are a number of pending legislative proposals in Congress and draft regulations from the EPA that may affect the electric utility industry. Increased environmental regulation has created and may create additional barriers to new facility development and modification of existing facilities. The additional costs, including time, human resources, uncertainty and delay, could increase the cost of electricity from affected resources.

Greenhouse Gas Regulations Under the Clean Air Act. 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 *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.

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. On April 25, 2024, the EPA released the final rule for existing coal-fired and new natural gas-fired power plants that are designed to ensure that all coal-fired plants that plan to run beyond 2039 and all new baseload gas-fired plants control 90% of their carbon pollution by 2032 based on the use of carbon capture and sequestration. This rule does not cover reciprocating engines and the EPA will develop similar carbon rules for existing natural gas combined cycle plants. Although the final rule has been subject to a number of legal challenges, the U.S. Court of Appeals for the District of Columbia Circuit did not grant a stay pending review. If the final rule remains in effect in its current form, the Project would be subject to significant emission reduction obligations in order to continue operations beyond 2039. It is not possible to predict whether the final rule will remain in effect in its current form due to legal challenges and regulatory actions by future administrations. PPGA will continue to monitor the status of the final rule.

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 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 October 1, 2015, the EPA issued its final rule lowering the ground-level ozone standard to 70 parts per billion (*"ppb"*). Legal challenges to the final rule were filed by a number of states and industry groups.

On December 7, 2020, the EPA issued a final rule retaining the existing 70 ppb ozone standard. In December 2023, the EPA announced that it decided to retain the existing ozone NAAQS.

On December 18, 2020, the EPA issued a final rule retaining existing standards with respect to particulate matter. On June 10, 2021, the EPA announced that it would reconsider that decision by the previous administration because available scientific evidence and technical information indicate that the current standards may not be adequate to protect public health and welfare, as required by the Clean Air Act. On February 7, 2024, the EPA issued a final rule imposing tighter limits on particulate matter emissions from the current level of 12.0 ug/m3 to 9.0 ug/m3. 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.

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 11 I (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. 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 2023, the EPA published a proposed rule that would modify regulation of coal- and oil-fired power plants, including further restricting their emissions and changing emissions monitoring requirements. The rule was finalized on April 25, 2024.

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 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. The rule was finalized in May 2023. On April 24, 2024, the EPA finalized a supplemental rulemaking for coal-fired plants to strengthen certain wastewater discharge limits.

Future Legislation and Rules. The EPA is reviewing current standards and Congress has considered and is considering numerous bills addressing domestic energy policies and various environmental matters, including bills relating to energy supplies and development, climate change and reduction or elimination of net carbon dioxide emission attributable to the electricity grid, and the economy more generally. Changes to existing standards and many of these bills, if enacted into law, could have a material impact on PPGA, the 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. PPGA cannot predict at this time whether any additional legislation or regulations will be enacted or promulgated that will affect the operations of the Project, PPGA or the Participants, and if such laws or regulations are enacted, what the costs or impact to PPGA and the Participants might be in the future because of such action.

The Project has been designed and is expected to meet, and is currently meeting, the requirements of current federal and state air quality laws. See "THE PROJECT — Environmental Matters."

CYBERSECURITY

As PPGA's Managing Agent, MEAN employs a cybersecurity program that consists of policies, procedures and technical controls, including firewalls, anti-virus software, anti-spam/malware software/filtering, intrusion protection and domain name system filtering software. MEAN also contracts with third party vendors to monitor and augment internal monitoring of its computer systems. To enhance cybersecurity efforts, MEAN conducts email phishing tests to train employees on how to identify suspicious emails and to recognize suspicious links, and conducts ongoing employee cybersecurity training. Additionally, MEAN continues to update its email protection measures to reduce the number of suspicious and spoofed emails from reaching employees. Network scans are performed routinely to detect and mitigate new vulnerabilities. To date, MEAN has not experienced a cybersecurity incident which has had a material or operational impact. MEAN maintains insurance against cyber risks and events.

As PPGA's Operating Agent, Hastings Utilities employs a cybersecurity program that consists of policies and procedures for handling sensitive cyber assets and develops incident response procedures in the event of compromise. Hastings Utilities also utilizes technical controls through next gen firewalls, XDR software, Identity Access Management, and anti-virus, anti-spam, malware and filtering systems. Hastings Utilities receives monthly vulnerability scan reports from the Department of Homeland Security and also conducts its own vulnerability scans internally. To further protect cyber assets, Hastings Utilities conducts phishing training and tests employees on how to identify phishing attempts. Hastings Utilities continually looks to expand their security arsenal. At this time, Hastings Utilities has not experienced a cybersecurity incident which has had a material or operational impact. Hastings Utilities maintains insurance against cyber risks and events.

Although a variety of cybersecurity measures and safeguards are in place as described above, no assurances can be given that any existing or additional safety and security measures will prove adequate in the event that cyberattacks, military conflicts or terrorist activities, including cyber terrorism, are directed against PPGA's systems technology or its assets. 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. Attacks directed at critical electric sector operations could damage generation, transmission or distribution assets that are essential to PPGA's ability to serve its Participants, 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 or not be sufficient to offset the impact of a material loss event.

Federal Policy. On February 13, 2013, 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 to lead the development of a 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.

In September 2018, President Trump signed the "National Cyber Strategy," which sought to update the nation's cybersecurity strategy 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 Biden 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.

Extreme Weather

Extreme weather and related catastrophic events such as wildfires, floods, droughts, tornadoes, storms and other sudden or severe changes in climate conditions may cause, among other things, fluctuations in customer energy needs, physical damage to or a reduction in capabilities of utility facilities, interruptions in the ability to provide service and impacts to operating costs and revenues that could affect the overall financial position of PPGA and the Participants. The severe winter storm that impacted much of the continental United States from approximately February 12, 2021 through February 16, 2021 is an example of a climatic event that resulted in substantial effects on utilities and their customers, especially within the state of Texas and on other utilities within the Midwest and south-central states that were affected by abnormally high natural gas prices.

The Project was designed to operate in extreme weather conditions, and maintained full operating availability during winter storms Uri (2021), Elliott (2022) and Gerri (2024). In anticipation of the prolonged extreme cold and possible issues that could arise, WEC staff was proactive by increasing the number of operators per shift, running the fuel oil system in recirculation mode to ensure it didn't gel, filling the coal silos more often, and running both circulating water pumps to reduce icing of the cooling tower. The Project was able to follow the load signal from SPP for the duration of the event.

Physical Security

In the wake of physical attacks on electrical infrastructure in various parts of the United States, Hastings Utilities, as the Project Operating Agent, has implemented security measures and policies that adhere to the North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) 003 Standard.

The purpose of the WEC security policy ("*Physical Security Policy - WEC Plant"*) is to document the method for physical security at Whelan Energy Center. This includes the physical areas within the site perimeter in accordance with CIP-003 to protect all applicable Low Impact Bulk Electric System (BES) Cyber Systems (except during a declared Exceptional Circumstance) where onsite personnel will be monitoring physical access.

Perimeter fencing, locked gates, and cameras secure the perimeter. The front gates are opened using key cards issued to "Authorized Access" personnel. For all others, call boxes are used at the front gates that ring to operations control room, so they can verify and authorize the entrant to come onto the site, where they will be escorted until they achieve "Limited Authorized Access" status by completing site orientation as outlined in the "Physical Security Policy - WEC Plant." Additionally, there are areas within the perimeter that have key card locks on them so that only "Authorized Access" personnel can enter such as the switchgear and distributed control systems rooms.

There are two designated WEC Security Leaders and one Senior CIP Manager who work onsite. Security guards are not employed onsite; rather, all "Authorized Access" personnel are required to ensure that no unauthorized persons are allowed on site unescorted, and to ensure that any suspicious activity or perimeter security concerns are addressed immediately, up to and including calling local law enforcement as needed.

Destruction of the Project

The Resolution requires that PPGA at all times use its best efforts to keep or cause to be kept the properties of the Project that are of an insurable nature and of the character usually insured by those operating properties similar to the Project insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts as are usually obtained. PPGA will at all times 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 operating properties similar to the properties of the Project. PPGA is only required to obtain such insurance if it is available at reasonable rates and upon reasonable terms. In the event of any loss or damage, the Resolution requires that PPGA pursue or cause to be pursued the construction or replacement of the Project, unless it is determined under the provisions of the Project Agreements that such construction or replacement is not to be undertaken. The proceeds of any insurance not applied to repair or replace damaged or destroyed property are required to be deposited in the General Reserve Fund unless otherwise applied in accordance with the Project Agreements.

CONTINUING DISCLOSURE

Undertaking for 2024 Series A Bonds. PPGA has undertaken for the benefit of the registered owners and the Beneficial Owners of the 2024 Series A Bonds to provide certain annual financial information and operating data and notice of certain reportable events to the Electronic Municipal Market Access (*"EMMA"*) website maintained by the Municipal Securities Rulemaking Board (www.emma.msrb.org), all in order to assist the Underwriters in complying with paragraph (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission (the *"Rule"*). PPGA has determined that it and the Participants are "Obligated Persons" with respect to the 2024 Series A Bonds within the meaning of the Rule. See APPENDIX D for the form of the Continuing Disclosure Undertaking for the 2024 Series A Bonds (the *"Undertaking"*) that will be executed and delivered by PPGA. To enable PPGA to comply with the Undertaking, the Participants have agreed to furnish to PPGA their audited financial statements and their annual financial and operating data required to be disclosed by PPGA.

A failure by PPGA to comply with the Undertaking will not constitute an Event of Default under the Resolution and the registered and Beneficial Owners of the 2024 Series A Bonds are limited to the remedies described in the Undertaking. A failure by PPGA to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2024 Series A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2024 Series A Bonds and their market price.

Compliance with Prior Undertakings. PPGA entered into continuing disclosure undertakings pursuant to the Rule in 2007, 2009, 2015 and 2016 (the *"Prior Undertakings"*) in connection with the issuances of the 2007 Series A Bonds, the 2009 Series Bonds, the 2015 Series Bonds and the 2016 Series A Bonds. The information required to be provided by PPGA under the Prior Undertakings consisted of (i) PPGA's audited financial statements, which were required to be provided by the end of the sixth month after the end of PPGA's fiscal year (*i.e.,* by June 30), (ii) the audited financial statements and certain financial information and operating data for each of the Participants, which were required to be provided by the end of the seventh month after the end of each Participant's respective fiscal year (*i.e.,* by October 31 for MEAN, by July 31 for Heartland Energy and Hastings Utilities, by April 30 for Hastings, Grand Island and Nebraska City), and (iii) notices of certain material events. As noted above, the Participants agreed in the Participation Agreements to furnish to PPGA their audited financial statements and their financial and operating data to enable PPGA to comply with its reporting obligations under the Prior Undertakings.

Annual Financial and Operating Information. The annual financial and operating information was timely filed for the fiscal years of PPGA and all of the Participants ended in 2019 through 2023. Grand Island's fiscal 2022 annual financial and operating information was filed 25 days late on May 25, 2023, but a preliminary financial and operating information summary was timely filed on April 24, 2023 as required by the Prior Undertakings.

Continuing Disclosure Controls and Procedures Policy. To better ensure its ability to comply with its obligations under the Prior Undertakings and the Undertaking, on March 23, 2015, PPGA adopted a Continuing Disclosure Controls and Procedures Policy (as amended, the *"Policy"*). The Policy establishes a disclosure group, consisting of the PPGA Operating Agent and the PPGA Finance Committee (the *"Disclosure Group"*), that is obligated to review and approve each annual report and written disclosure of PPGA made in connection with the Prior Undertakings, the Undertaking and any future continuing disclosure undertakings. The Policy also establishes a training program for the Disclosure Group and any other person identified as having responsibility for collecting or analyzing information included in PPGA's continuing disclosures. Training sessions may be formal or informal, or electronic, by videotape or in person, and shall be conducted with the assistance of disclosure counsel or other experienced federal securities law counsel. The Policy is amended from time to time as needed.

Dissemination Agent Agreement. To better ensure its ability to comply with its obligations under the Prior Undertakings and the Undertaking, PPGA has entered into a Dissemination Agent Agreement (*"Dissemination Agent Agreement"*) with Computershare Trust Company, National Association, to serve as Dissemination Agent (the *"Dissemination Agent"*). Under the Dissemination Agent Agreement, the Dissemination Agent is to post to EMMA all annual financial and operating information and notices of any reportable events required by the Prior Undertakings and the Undertaking that is provided by PPGA to the Dissemination Agent.

INDEPENDENT AUDITORS

The financial statements of PPGA as of December 31, 2023 and 2022, and for the years then ended, included in this Official Statement, have been audited by Forvis, LLP, independent auditors, as stated in their report in APPENDIX A of this Official Statement. Forvis, LLP was not requested to perform any updating or additional procedures subsequent to the date of its audit report.

LITIGATION

There is no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, which is pending or threatened, challenging the creation, organization, or existence of PPGA or the operation of the Project; or the titles of its officers to their respective offices; or seeking to restrain or enjoin the issuance, sale, or delivery of the 2024 Series A Bonds; or directly or indirectly contesting or affecting the proceedings or the authority by which the 2024 Series A Bonds are issued; or the validity of the 2024 Series A Bonds or the issuance thereof; or the validity of the Participation Agreements; or the authority of PPGA to own or participate in the Project.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the 2024 Series A Bonds are subject to the approval of Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to PPGA. Certain matters will be passed upon for the Participants by their respective counsels and for PPGA by Woods Aitken LLP, Lincoln, Nebraska. Certain matters will be passed upon for the Underwriters by Chapman and Cutler LLP, Salt Lake City, Utah.

The approving opinion of Bond Counsel, the proposed form of which is set forth in APPENDIX E to this Official Statement, will be delivered with the 2024 Series A Bonds.

TAX MATTERS

OPINIONS OF BOND COUNSEL

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to PPGA, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2024 Series A Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the *"Code"*), and (ii) interest on the 2024 Series A Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code; however, interest on the 2024 Series A Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made in connection with the issuance of the 2024 Series A Bonds by PPGA and each of the Participants under Participation Agreements with PPGA, and Bond Counsel has assumed compliance by PPGA and each of the Participants with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the 2024 Series A Bonds from gross income under Section 103 of the Code.

In the further opinion of Bond Counsel to PPGA, under the Nebraska Revenue Act of 1967, Nebr. Rev. Stat. §§ 77-2701 *et seq*., as amended to the issue date of the 2024 Series A Bonds (the *"Revenue Act"*), interest on the 2024 Series A Bonds is exempt from income taxation imposed by the State of Nebraska under §77-2715 of the Revenue Act to the extent that such interest is excluded from gross income for Federal income tax purposes. Bond Counsel expresses no opinion regarding taxation of the interest on the 2024 Series A Bonds under any provision of State of Nebraska law other than § 77-2715 of the Revenue Act.

Bond Counsel expresses no opinion as to any other Federal, state or local tax consequences arising with respect to the 2024 Series A Bonds, or the ownership or disposition thereof, except as stated above. Bond Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update, revise or supplement its opinion to reflect any action thereafter taken or not taken, any fact or circumstance that may thereafter come to its attention, any change in law or interpretation thereof that may thereafter occur, or for any other reason. Bond Counsel expresses no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, Bond Counsel expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding Federal, state or local tax matters, including, without limitation, exclusion from gross income for Federal income tax purposes of interest on the 2024 Series A Bonds.

CERTAIN ONGOING FEDERAL TAX REQUIREMENTS AND COVENANTS

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the 2024 Series A Bonds in order that interest on the 2024 Series A Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the 2024 Series A Bonds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal government. Noncompliance with such requirements may cause interest on the 2024 Series A Bonds to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. PPGA and the Participants have covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the 2024 Series A Bonds from gross income under Section 103 of the Code.

CERTAIN COLLATERAL FEDERAL TAX CONSEQUENCES

The following is a brief discussion of certain collateral Federal income tax matters with respect to the 2024 Series A Bonds. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of a 2024 Series A Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the Federal tax consequences of owning and disposing of the 2024 Series A Bonds.

Prospective owners of the 2024 Series A Bonds should be aware that the ownership of such obligations may result in collateral Federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for Federal income tax purposes. Interest on the 2024 Series A Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

ORIGINAL ISSUE DISCOUNT

"Original issue discount" (*"OID"*) is the excess of the sum of all amounts payable at the stated maturity of a 2024 Series A Bond (excluding certain "qualified stated interest" that is unconditionally payable at least annually at prescribed rates) over the issue price of that maturity. In general, the "issue price" of a maturity means the first price at which a substantial amount of the 2024 Series A Bonds of that maturity was sold (excluding sales to 2024 Series A Bond houses, brokers, or similar persons acting in the capacity as underwriters, placement agents, or wholesalers). In general, the issue price for each maturity of 2024 Series A Bonds is expected to be the initial public offering price set forth on the cover page of the Official Statement. Bond Counsel further is of the opinion that, for any 2024 Series A Bonds having OID (a *"Discount Bond"*), OID that has accrued and is properly allocable to the owners of the Discount Bonds under Section 1288 of the Code is excludable from gross income for Federal income tax purposes to the same extent as other interest on the 2024 Series A Bonds.

In general, under Section 1288 of the Code, OID on a Discount Bond accrues under a constant yield method, based on periodic compounding of interest over prescribed accrual periods using a compounding rate determined by reference to the yield on that Discount Bond. An owner's adjusted basis in a Discount Bond is increased by accrued OID for purposes of determining gain or loss on sale, exchange, or other disposition of such Discount Bond. Accrued OID may be taken into account as an increase in the amount of tax-exempt income received or deemed to have been received for purposes of determining various other tax consequences of owning a Discount Bond even though there will not be a corresponding cash payment.

Owners of Discount Bonds should consult their own tax advisors with respect to the treatment of original issue discount for Federal income tax purposes, including various special rules relating thereto, and the state and local tax consequences of acquiring, holding, and disposing of Discount Bonds.

Bond Premium

In general, if an owner acquires a 2024 Series A Bond for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the 2024 Series A Bond after the acquisition date (excluding certain "qualified stated interest" that is unconditionally payable at least annually at prescribed rates), that premium constitutes "bond premium" on that 2024 Series A Bond (a *"Premium Bond"*). In general, under Section 171 of the Code, an owner of a Premium Bond must amortize the bond premium over the remaining term of the Premium Bond, based on the owner's yield over the remaining term of the Premium Bond determined based on constant yield principles (in certain cases involving a Premium Bond callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such Premium Bond). An owner of a Premium Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner's regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Bond, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Bond may realize a taxable gain upon disposition of the Premium Bond even though it is sold or redeemed for an amount less than or equal to the owner's original acquisition cost. Owners of any Premium Bonds should consult their own tax advisors regarding the treatment of bond premium for Federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Bonds.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest paid on tax-exempt obligations, including the 2024 Series A Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification," or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a 2024 Series A Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the 2024 Series A

Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's Federal income tax once the required information is furnished to the Internal Revenue Service.

MISCELLANEOUS

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the 2024 Series A Bonds under Federal or state law or otherwise prevent beneficial owners of the 2024 Series A Bonds from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the 2024 Series A Bonds.

Prospective purchasers of the 2024 Series A Bonds should consult their own tax advisors regarding the foregoing matters.

POTENTIAL FOR BOND INSURANCE

PPGA is considering obtaining bond insurance for some or all of the 2024 Series A Bonds but has not made a final decision as of the date of this Preliminary Official Statement. Any bond insurance, if utilized, could be for some or all of the 2024 Series A Bonds. The decision whether to accept bond insurance, if offered, and which 2024 Series A Bonds are to be insured, will be made based on market conditions at the time of the sale of the 2024 Series A Bonds. If PPGA determines to utilize bond insurance, the final Official Statement will include the identity and a description of the Bond Insurer, the identity of the Insured Bonds, the ratings on the Insured Bonds, a specimen bond insurance policy and related matters.

If PPGA obtains bond insurance, it should be expected that the Bond Insurer will require that it be treated as the sole owner of the Insured Bonds and/or have approval rights in connection with the Insured Bonds in addition to those of the Bondholders for various purposes, including but not limited to: the granting of certain consents and approvals; the exercise of certain remedies under the Resolution and the right to direct actions of the Trustee in the event of default; the consent to amendments to the Resolution; and/or the taking other actions the Bondholders are entitled to take under the Resolution, subject to certain limitations (for example, the Bond Insurer may not take certain actions or consent to changes to the Resolution particularly affecting specific Bondholders, such as changes to the bond's maturity or interest rate, without the consent of the particularly affected Bondholder, if such Bondholder's consent would otherwise be required under the Resolution).

BOND RATINGS

Moody's Investors Service, Inc. and Fitch Ratings Inc. have assigned municipal bond ratings to the 2024 Series A Bonds of "A2" and "A", respectively.

Such ratings assigned to the 2024 Series A Bonds do not constitute a recommendation by such rating agencies to buy, sell or hold the 2024 Series A Bonds. Such ratings reflect only the view of such rating agencies and any desired explanation of the significance of any such rating should be obtained from that rating agency.

Generally, a rating agency bases its ratings on the information and materials furnished to it and on investigations, studies, and assumptions of its own.

There is no assurance that any ratings assigned to the 2024 Series A Bonds will be maintained for any period of time or that such ratings may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the 2024 Series A Bonds.

MUNICIPAL ADVISOR

PPGA has retained PFM Financial Advisors LLC, as municipal advisor (the *"Municipal Advisor"*), in connection with various matters relating to the delivery of the 2024 Series A Bonds. While the Municipal Advisor assisted in the review and preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the 2024 Series A Bonds, the Municipal Advisor assumes no responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent advisory firm and is not engaged in underwriting or distributing securities. The Municipal Advisor will receive compensation that is contingent upon the sale, issuance and delivery of the 2024 Series A Bonds.

UNDERWRITING

PPGA has entered into a Bond Purchase Contract dated the date of this Official Statement (the *"Bond Purchase Agreement"*) with BofA Securities, Inc., as representative of the underwriters listed on the cover page of this Official Statement (the *"Underwriters"*). The Bond Purchase Contract provides for the purchase and sale of all of the 2024 Series A Bonds, subject to various terms and conditions set forth therein. The Underwriters have agreed to purchase all of the 2024 Series A Bonds from PPGA at a purchase price of $__________ (representing the principal amount of the 2024 Series A Bonds, plus [net] original issue premium of $__________, less an underwriting discount of $__________).

The 2024 Series A Bonds are being offered for sale to the public at the prices shown on the inside cover page hereof. The Underwriters reserve the right to lower such initial offering prices as it deems necessary in connection with the marketing of the 2024 Series A Bonds. The Underwriters may offer and sell the 2024 Series A Bonds to certain dealers (including dealers depositing the 2024 Series A Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth in the Official Statement. The Underwriters reserve the right to join with dealers and other Underwriters in offering the 2024 Series A Bonds to the public. The obligation of the Underwriters to accept delivery of the 2024 Series A Bonds is subject to the terms and conditions set forth in the Bond Purchase Contract, the approval of legal matters by counsel and other conditions.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against PPGA and/or the Participants in connection with such activities. Bank of America, N.A., presently provides a credit facility to Heartland Energy. The Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for PPGA and/or the Participants for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and instruments of PPGA and/or the Participants (directly, as collateral securing other obligations or otherwise) and/or persons or entities with relationships with PPGA and/or the Participants. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

BofA Securities, Inc. has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (*"MLPF&S"*). As part of this arrangement, BofA may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA may compensate MLPF&S as a dealer for their selling efforts with respect to the Bonds.

BofA Securities, Inc. is also serving as dealer manager for the PPGA Tender Offer. As dealer manager, BofA Securities, Inc. will receive compensation based on the principal amount of the 2016 Series A Bonds tendered and accepted for purchase.

ESCROW VERIFICATION

Robert Thomas CPA, LLC, Shawnee Mission, Kansas, a firm of independent certified public accountants (the *"Verification Agent"*) will verify the accuracy of the mathematical computations concerning the sufficiency of the maturing principal amounts of and interest earned on the obligations of the United States of America, together with other escrowed moneys, to pay when due pursuant to prior redemption the redemption price of, and interest on, the Refunded Bonds.

The verification performed by the Verification Agent will be solely based upon data, information and documents provided to the Verification Agent by PPGA and its representatives and the Underwriters. The Verification Agent has restricted its procedures to recalculating the computations provided by PPGA and its representatives and the Underwriters and has not evaluated or examined the assumptions or information used in the computations.

MISCELLANEOUS

All quotations from and summaries and explanations of Nebraska statutes, the Interlocal Agreement, the Participation Agreements and the Resolution that are contained herein do not purport to be complete, and reference is made to such statutes, agreements and the Resolution for full and complete statements of their respective provisions.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by PPGA.

PUBLIC POWER GENERATION AGENCY

By ______________________________

Chair

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APPENDIX A

AUDITED FINANCIAL STATEMENTS OF PPGA AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

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Public Power Generation Agency

Independent Auditor’s Report and Financial Statements

December 31, 2023 and 2022

Contents

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Independent Auditor's Report

Board of Directors
Public Power Generation Agency
Hastings, Nebraska

Opinion

We have audited the financial statements of Public Power Generation Agency (the Agency) as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Public Power Generation Agency as of December 31, 2023 and 2022, and the changes in financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

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

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Agency's basic financial statements. The schedules of billings to members listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The schedules of billings to members have not been subjected to the auditing procedures applied in the audits of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

FORVIS, LLP

Lincoln, Nebraska
April 8, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

The discussion and analysis on the following pages summarizes the financial highlights and focuses on factors that had a material effect on the financial condition of Public Power Generation Agency (the Agency or PPGA) and the results of operations for 2023, 2022 and 2021. This discussion should be read in conjunction with the accompanying financial highlights, the basic financial statements and notes to the financial statements.

Nature of Operations

PPGA was created in 2005 as a joint entity pursuant to the Interlocal Cooperation Act of the State of Nebraska. The Members of PPGA are Municipal Energy Agency of Nebraska, Heartland Consumers Power District, Hastings Utilities, Grand Island Utilities and Nebraska City Utilities.

PPGA was created solely for the purpose of owning, financing, acquiring, constructing and operating the Whelan Energy Center Unit 2 Plant (WEC 2 or the "Plant"). The Plant was intended to provide long-term, baseload electric power supply for the Members. PPGA participates in the Southwest Power Pool Integrated Marketplace, which launched in March 2014. This participation allows the output from the Plant to be economically dispatched into the market.

WEC 2 is a nominally rated 220 MW pulverized coal-fired sub-critical generating unit built at Whelan Energy Center near Hastings, Nebraska. WEC 2 began commercial operation on May 1, 2011. PPGA is the sole owner of the plant.

Project Operating History

The net generation, equivalent availability factor, forced outage rate, net capacity factor, net output factor and net heat rate of the Plant are shown below.

Calendar Year	Net Generation (GWH)	Equivalent Availability Factor (1)	Forced Outage Rate (2)	Net Capacity Factor (3)	Net Output Factor (4)	Net Heat Rate (5)
2021	896.10	82.59	1.84	44.94	75.11	10,017
2022	1,133.77	81.79	0.16	57.17	78.79	10,024
2023	752.38	68.47	11.31	37.39	74.87	10,243

(1) The Equivalent Availability Factor incorporates the effect of deratings (losses in MW capability) and is essentially "equivalent to" the percentage of a period during which the generating unit was available for maximum net capability operation.

(2) The Forced Outage Rate is the ratio of hours in the period that the generating unit is not capable of operating due to forced outages to the number of hours in the period.

(3) The Net Capacity Factor is the ratio of the average annual load on the generating unit to the capacity rating of the unit.

(4) The Net Output Factor is the ratio of the net energy generated to the net capability of the generating unit times the hours in the period, and reflects the unit availability as well as the actual need for power produced by the unit.

(5) The Net Heat Rate is a measure of the efficiency of the generating unit and shows the amount of thermal energy in BTUs necessary to produce 1.0 net kWh. The smaller the number, the more efficient the unit.

Summary of the Financial Statements

The financial statements, related notes to the financial statements and management's discussion and analysis provide information about PPGA's financial position and activities.

Management's Discussion and Analysis – provides an objective and easily readable analysis of the financial activities of PPGA based on currently known facts, decisions or conditions.

Balance Sheets – provides a summary of the assets, deferred outflows of resources, liabilities and deferred inflows of resources.

Statements of Revenues and Expenses – presents the operating results of PPGA into various categories of operating revenues and expenses and nonoperating revenues and expenses.

Statements of Cash Flows – reports the cash provided by and used for operating activities, as well as other cash sources such as investment income and cash payments for repayment of bonds and capital additions.

Notes to the Financial Statements – provide additional disclosures and information that is essential to a full understanding of the data provided in the statements.

Financial Analysis

The following comparative condensed financial statements (in thousands) summarize PPGA's financial position and operating results for the years ended December 31, 2023, 2022 and 2021.

Condensed Balance Sheets (in thousands)

		December 31,		Change	
	2023	2022	2021	From 2022 to 2023	From 2021 to 2022
Current assets	$ 64,680	$ 60,941	$ 56,994	$ 3,739	$ 3,947
Net utility plant	367,669	382,680	402,490	(15,011)	(19,810)
Net costs to be recovered from billings to members	91,797	100,022	98,440	(8,225)	1,582
Other noncurrent assets	50,228	50,069	56,335	159	(6,266)
Deferred loss on refunding	1,762	2,014	2,265	(252)	(251)
Total assets and deferred outflows of resources	$ 576,136	$ 595,726	$ 616,524	$ (19,590)	$ (20,798)
Current liabilities	$ 37,452	$ 35,723	$ 35,941	$ 1,729	$ (218)
Noncurrent liabilities	535,371	556,495	576,880	(21,124)	(20,385)
Deferred gain on refunding	3,313	3,508	3,703	(195)	(195)
Total liabilities and deferred inflows of resources	$ 576,136	$ 595,726	$ 616,524	$ (19,590)	$ (20,798)

Assets

The increase in current assets in 2023 was primarily due to an increase in receivables and coal inventory. In 2022, the change in current assets was mainly due to an increase in investments and restricted investments.

Net utility plant consists primarily of the WEC 2 Plant which began operations in 2011. The decrease in 2023 and 2022 was due to the depreciation expense for the Plant being higher than the capital additions in each year.

The net costs to be recovered from billings to Members decreased in 2023 mainly because of the bond principal and capital expenditures billed to Members and the unrealized gain on investments which is not currently billable to Members. The increase in 2022 was primarily due to depreciation and amortization expense and the unrealized loss on investments, which are not currently billable to the Members. This noncurrent asset represents the net deferred expenses that will be recovered in future periods as they become power costs and are included in the Members' future billings. See Notes 1 and 4 for further explanation and details of the components making up this noncurrent asset.

Other noncurrent assets increased slightly in 2023 due to an increase in noncurrent investments, offset by the amortization of the 2017 fall outage during the year. The decrease in other noncurrent assets in 2022 resulted from the shift in investments from noncurrent to current and the amortization of the 2017 fall outage during the year.

Deferred outflows of resources consist of deferred costs of refunded debt resulting from refunding transactions.

Liabilities

Current liabilities increased in 2023 and decreased in 2022 primarily due to the timing of when services were performed and the related timing of vendor invoicing and payment at year end (shifts in accounts payable) and an increase in the current portion of long-term debt offset by a decrease in accrued interest payable.

Noncurrent liabilities decreased in 2023 and 2022 primarily due to the scheduled debt service payments and the amortization of the bond premiums and bond discounts.

Deferred inflows of resources consist of the deferred gain on refunded debt resulting from refunding transactions.

Debt Activity

PPGA did not issue any debt during 2023 and 2022.

PPGA made scheduled principal payments in 2023 of $17,880,000 and in 2022 of $17,050,000.

The Whelan Energy Center Unit 2 Revenue Bonds 2009 Series B were issued as bonds designated as "Build America Bonds" under the provision of the American Recovery and Reinvestment Act of 2009, which allows the Agency to receive a U.S. Treasury subsidy equal to a portion of the amount of interest payable on those bonds. Subsidy payments are contingent on federal regulations and are subject to change as discussed in Note 5.

Condensed Statements of Revenues and Expenses (in thousands)

	2023	Year Ended December 31, 2022	2021	Change From 2022 to 2023	Change From 2021 to 2022
Power sales (MWh)	752,376	1,133,766	896,104	(381,390)	237,662
Operating revenues	$ 74,102	$ 73,770	$ 67,400	$ 332	$ 6,370
Operating expenses					
Production expenses	23,283	26,657	22,337	(3,374)	4,320
Turbine/Generator outage costs	874	676	-	198	676
Administration and general	2,491	2,137	1,922	354	215
Depreciation and amortization	21,811	21,931	22,115	(120)	(184)
Total operating expenses	48,459	51,401	46,374	(2,942)	5,027
Operating income	25,643	22,369	21,026	3,274	1,343
Total nonoperating expenses, net	(17,418)	(23,951)	(23,506)	6,533	(445)
Change in net costs to be recovered from billings to members	$ 8,225	$ (1,582)	$ (2,480)	$ 9,807	$ 898

Power Sales Volumes

Power sales volumes decreased by 34% in 2023 and increased 27% in 2022. The change in power sales is primarily due to the Plant's net generation which was dictated by the power market.

Operating Revenues

Operating revenues consist of billings to Members and fluctuate annually based on the energy charges, debt service requirements and capital expenditures. In 2023, the change in operating revenue was a result of the additional billings to Members for capital expenditures, offset by less revenue from the lower MWh generated by WEC 2. The increase in 2022 was due primarily to more revenue from the higher MWh generated by WEC 2 and additional billings to Members for capital expenditures.

Operating Expenses

Production expenses vary from year to year due to costs of fuel and other production costs. Variable expenses decreased in 2023 and increased in 2022 primarily due to the changes in MWh generated. The costs in the maintenance of boiler and maintenance of electric accounts increased during 2023 and decreased in 2022, offsetting a portion of the change in the variable expenses. Also, during 2023 and 2022, PPGA incurred expenses related to turbine/generator outage costs; none were incurred during 2021.

Net Nonoperating Expenses

This category nets all nonoperating expenses with all nonoperating revenues. The decrease in 2023 and increase in 2022 were related to each year's investment return and the decrease in interest expense.

General Trends and Significant Events

For 2023, the Spring outage occurred from May 4th to May 26th. The outage consisted of routine maintenance and inspections, and the intelligent soot blowing system upgrade was completed. The major project for this outage was the replacement of C elevation coal burner nozzles. The Fall outage occurred from October 6th to December 13th. This outage also consisted of routine maintenance and inspections, turbine extraction valves were rebuilt, conveyors 1A and 6B were replaced, A pulverizer motor was inspected and overhauled, the 6900kv switchgear breakers were serviced, safety relief valves were tested and repaired, the crown seals were inspected and repaired, and the economizer structural framework was inspected. Major projects included overhauling the generator (including the turning gear), and replacing all three layers of air heater baskets. In January of 2023, the unit experienced boiler tube failure in the reheat section around retract IK28 and had to come offline for several weeks to replace tubes and pad weld others. The failure was due to soot blower erosion, so extensive tube shield was added in this area, and soot blowing frequency was reviewed.

For 2022, the Spring outage occurred from April 29 to May 13. The outage consisted of routine maintenance and inspections. The Fall outage occurred from October 7 to November 4. This outage also consisted of routine maintenance and inspections. New inspection/cleanout doors were added to the air heater, some pad-welding repairs were made on a number of SSH boiler tubes, and way valves were replaced on both boiler feed pumps. Major projects included the overhaul of the Turbine Control and Stop Valves by Rayker Mechanical, repairs to the crown seals in the penthouse section, the 7th floor catalyst layer was replaced, new CO monitors were installed in the silos, and the intelligent soot blowing system was partially upgraded and will be finished in the 2023 Spring outage.

PPGA continues to monitor the development and implementation of new or modified environmental regulations. See Note 8 for additional information.

WEC 2 is located adjacent to an existing coal-fired generation facility known as the Whelan Energy Center Unit 1 (WEC 1), which is owned and operated solely by Hastings Utilities. WEC 1 and WEC 2 are fueled by low-sulfur coal from the Powder River Basin in Wyoming, which is delivered to WEC by rail. Hastings Utilities, as Project Operating Agent, currently purchases approximately one million tons of coal each year for the combined operation of WEC 1 and WEC 2. Hastings Utilities solicits multiple suppliers in order to provide a competitive fuel price. Approximately 100% of WEC's coal supply is currently supplied under a coal purchase agreement with Peabody COALSALES, LLC that expires on December 31, 2025. If the annual maximum contracted coal volumes are exceeded before the end of a contract year, Hastings Utilities has the option of purchasing coal from the spot market or begin receiving the subsequent year's volumes ahead of schedule. Rail facilities at WEC can accommodate two trains of 135 cars each. Rail services are currently provided pursuant to a contract with Burlington Northern Santa Fe (BNSF) that expires on December 31, 2027.

Report Purpose and Contact Information

This financial report is designed to provide PPGA's Members and creditors with a general overview of PPGA's financial status for 2023, 2022 and 2021. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Project Operating Agent at Public Power Generation Agency, 1228 N. Denver Avenue, P.O. Box 398, Hastings, Nebraska 68902-0398 or phone (402) 462-3668.

Public Power Generation Agency
Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets and Deferred Outflows of Resources		
Current Assets		
Cash and cash equivalents	$ 6,440,189	$ 10,308,128
Restricted cash and cash equivalents	35,396,096	25,589,526
Investments	8,149,725	6,182,571
Restricted investments	-	9,020,000
Accounts receivable	8,735,584	6,828,461
Federal subsidy receivable	1,908,891	-
Inventories	3,004,159	2,398,038
Interest receivable	609,222	265,033
Prepaid expenses	436,028	349,029
Total current assets	64,679,894	60,940,786
Utility Plant		
Utility plant in service	627,842,669	623,794,849
Construction in progress	1,189,530	323,751
Total utility plant	629,032,199	624,118,600
Less: accumulated depreciation	(261,363,390)	(241,438,568)
Net utility plant	367,668,809	382,680,032
Investments and Other Noncurrent Assets		
Restricted cash and cash equivalents	470,687	39,146
Investments	6,011,160	7,244,166
Restricted investments	43,167,158	41,891,906
Net costs to be recovered from billings to members	91,796,961	100,022,051
Other	580,266	894,163
Total investments and other noncurrent assets	142,026,232	150,091,432
Deferred Outflows of Resources		
Deferred loss on refunding	1,761,820	2,013,508
Total assets and deferred outflows of resources	$ 576,136,755	$ 595,725,758
Liabilities and Deferred Inflows of Resources		
Current Liabilities		
Current maturities of long-term debt	$ 18,765,000	$ 17,880,000
Accounts payable	3,996,048	2,621,824
Accrued expenses	93,783	112,319
Accrued interest payable	14,066,273	14,575,713
Unearned revenue	531,233	532,926
Total current liabilities	37,452,337	35,722,782
Noncurrent Liabilities		
Long-term debt, net	533,689,214	554,874,542
Other	1,682,192	1,620,538
Total noncurrent liabilities	535,371,406	556,495,080
Deferred Inflows of Resources		
Deferred gain on refunding	3,313,012	3,507,896
Total liabilities and deferred inflows of resources	$ 576,136,755	$ 595,725,758

Public Power Generation Agency
Statements of Revenues and Expenses
Years Ended December 31, 2023 and 2022

	2023	2022
Operating Revenues		
Billings to members, net	$ 74,102,438	$ 73,769,549
Total operating revenues	74,102,438	73,769,549
Operating Expenses		
Fuel and other variable production	15,424,275	19,722,573
Other production	7,858,801	6,934,241
Turbine/Generator outage costs	873,579	675,920
Administrative and general	2,491,177	2,136,074
Depreciation and amortization	21,811,125	21,931,252
Total operating expenses	48,458,957	51,400,060
Operating Income	25,643,481	22,369,489
Nonoperating Revenues (Expenses)		
Interest expense	(25,769,026)	(26,787,906)
Investment return	4,209,536	(1,491,374)
Federal subsidy - Build America Bonds	3,817,782	3,950,918
Other	323,317	377,000
Total nonoperating expenses, net	(17,418,391)	(23,951,362)
Change in Net Costs to be Recovered from Billings to Members	$ 8,225,090	$ (1,581,873)

Public Power Generation Agency
Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022
Operating Activities		
Receipts from members	$ 72,193,622	$ 73,513,641
Payments to suppliers	(26,715,561)	(28,832,284)
Net cash provided by operating activities	45,478,061	44,681,357
Noncapital Financing Activities		
Other miscellaneous receipts	323,317	377,000
Capital and Related Financing Activities		
Principal payments on revenue bonds	(17,880,000)	(17,050,000)
Interest paid	(28,641,990)	(29,637,314)
Interest subsidy received	1,908,891	3,950,918
Capital expenditures for utility plant	(5,694,054)	(2,074,462)
Net cash used in capital and related financing activities	(50,307,153)	(44,810,858)
Investing Activities		
Interest received on investment securities	3,865,347	(1,723,851)
Net (purchases) and sales of investments	7,010,600	(6,209,878)
Net cash provided by (used in) investing activities	10,875,947	(7,933,729)
Change in Cash and Cash Equivalents	6,370,172	(7,686,230)
Cash and Cash Equivalents, Beginning of Year	35,936,800	43,623,030
Cash and Cash Equivalents, End of Year	$ 42,306,972	$ 35,936,800
Reconciliation of Cash and Cash Equivalents to the Balance Sheets		
Cash and cash equivalents	$ 6,440,189	$ 10,308,128
Restricted cash and cash equivalents	35,866,783	25,628,672
Total cash and cash equivalents	$ 42,306,972	$ 35,936,800

Public Power Generation Agency
Statements of Cash Flows - Continued
Years Ended December 31, 2023 and 2022

	2023	2022
Reconciliation of Operating Income to Net Cash Provided By Operating Activities		
Operating income	$ 25,643,481	$ 22,369,489
Adjustments to reconcile operating income to net cash provided by operating activities		
Depreciation and amortization	21,811,125	21,931,252
Changes in operating assets and liabilities		
Accounts receivable	(1,907,123)	(254,386)
Inventories	(606,121)	1,052,680
Prepaid expenses	(86,999)	(35,141)
Other noncurrent assets	45,495	42,484
Accounts payable	536,778	(333,393)
Accrued expenses	43,118	(90,106)
Unearned revenue	(1,693)	(1,522)
Net Cash Provided By Operating Activities	$ 45,478,061	$ 44,681,357
Supplemental Cash Flows Information		
Capital asset acquisitions included in accounts payable	$ 926,178	$ 88,732
Amortization of bond premium	(2,453,767)	(2,453,767)
Amortization of bond discount	33,439	33,440
Amortization of deferred loss on refunding	251,688	251,689
Amortization of deferred gain on refunding	(194,884)	(194,883)

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Public Power Generation Agency (PPGA or the Agency) was created in 2005 as a joint entity pursuant to the Interlocal Cooperation Act of the State of Nebraska. PPGA was created solely for the purpose of owning, financing, acquiring, constructing and operating the Whelan Energy Center Unit 2 (WEC 2) Plant (the "Plant"). WEC 2 is a nominally rated 220 MW pulverized coal-fired sub-critical generating unit built at the existing Whelan Energy Center near Hastings, Nebraska. WEC 2 began commercial operation in May 2011. PPGA is the sole owner of the Plant. The Plant was intended to provide long-term, baseload electric power supply for the Members. PPGA participates in the Southwest Power Pool Integrated Marketplace, which launched in March 2014. This participation allows the Plant to be economically dispatched into the market.

The Members of PPGA are:

	Megawatt (MW) Allocation	Entitlement Share
Municipal Energy Agency of Nebraska (MEAN)	80 MW	36.36%
Heartland Consumers Power District d/b/a Heartland Energy (Heartland)	80 MW	36.36%
Hastings Utilities (HU)	35 MW	15.91%
Grand Island Utilities (GIU)	15 MW	6.82%
Nebraska City Utilities (NCU)	10 MW	4.55%

Each of the Members has entered into an Amended and Restated Participation Agreement, dated October 5, 2006, with PPGA. Under the agreements, PPGA has agreed to sell to each Member, and each Member has agreed to purchase from PPGA, such Member's respective share of the net capacity and related energy of the Plant's output. Each Member's share of the output is referred to as their entitlement share. The agreements allocate to the Members all of the Plant's output, bond-related costs and other project costs based upon their respective entitlement shares, and all energy-related costs based upon energy produced and scheduled by each Member. The term of the agreements extend at least to the date as of which any project bonds remain outstanding.

Reporting Entity

In evaluating how to define the Agency, for financial reporting purposes, management has considered all potential component units for which financial accountability may exist. The determination of financial accountability includes consideration of a number of criteria, including: (1) the Agency's ability to appoint a voting majority of another entity's governing body and to impose its will on that entity, (2) the potential for that entity to provide specific financial benefits to or impose specific financial burdens on the Agency, and (3) the entity's fiscal dependency on the Agency. Based on the above criteria, PPGA has determined that it has no reportable component units.

Basis of Accounting and Presentation

The financial statements of PPGA have been prepared on the accrual basis of accounting using the economic resources measurement focus. The Agency's accounting records are maintained in accordance with accounting principles generally accepted in the United States of America for regulated utilities and generally follow the Uniform System of Accounts for Public Utilities and Licenses prescribed by the Federal Energy Regulatory Commission (FERC). PPGA prepares its financial statements as a business-type activity in conformity with applicable pronouncements of the Governmental Accounting Standards Board (GASB).

PPGA's accounting policies also follow the provisions of GASB Codification Section Re10, *Regulated Operations*, which permits an entity with cost-based rates to defer certain costs or income that would otherwise be recognized when incurred to the extent that the rate-regulated entity is recovering or expects to recover such amounts in rates charged to its customers. This method includes the philosophy that debt service requirements, as opposed to depreciation or amortization, are a cost for rate making purposes.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

PPGA considers all liquid investments with original maturities of three months or less to be cash equivalents. At December 31, 2023 and 2022, cash equivalents consisted of money market funds and repurchase agreements.

Investments and Investment Return

Investments are held in various debt service and reserve accounts that are prescribed by bond indenture. These accounts are invested in money market mutual funds, U.S. Treasury securities, U.S. Agency obligations, municipal bonds, and repurchase agreements. Investments in money market mutual funds and repurchase agreements are carried at cost, which approximates fair value. Investments in U.S. Treasury securities, U.S. Agency obligations, and municipal bonds are carried at fair value. Fair value is determined using quoted market prices.

Investment return consists of interest income, realized gains and losses on investments and the net change for the year in the fair value of investments carried at fair value.

Accounts Receivable

Accounts receivable are stated at the amount billed to Members. Accounts receivable are ordinarily due 60 days after the issuance of the invoice. Delinquent receivables are charged off as they are deemed uncollectible. Management does not believe an allowance for doubtful accounts is necessary at December 31, 2023 or 2022, as there were no delinquent accounts.

Inventories

Inventories consist of coal and diesel fuel. Inventories are stated at the lower of average cost or market.

Utility Plant

Utility plant is stated at cost which represents the actual direct cost of labor, materials, and indirect costs, including construction period interest and other overhead expenses. Depreciation of utility plant is computed using the straight-line method over the estimated useful life of the different categories of the Plant, which is generally 30 years. Included within the Plant are some minor equipment and furniture categories with estimated useful lives ranging from 3 to 15 years.

Net Costs to be Recovered from Billings to Members

Billings to Members are designed to recover power costs as set forth by the PPGA Participation Agreement, which principally include current operating expenses, scheduled debt principal and interest and capital expenditures. Pursuant to the provisions of GASB Codification Section Re10, *Regulated Operations*, expenses determined in accordance with accounting principles generally accepted in the United States of America (GAAP) that are not currently billable as power costs are recorded as other assets in the accompanying balance sheets. These costs will be recovered in future periods as they become power costs and are included in future Member billings (see Note 4). Over the life of the PPGA Participation Agreement, aggregate expenses are expected to equal aggregate billable power costs.

Deferred Outflows of Resources

In addition to assets, the balance sheets report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The Agency has one item that qualifies for reporting in this category, the deferred loss on refunding. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Deferred Inflows of Resources

In addition to liabilities, the balance sheets report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Agency has one item that qualifies for reporting in this category, the deferred gain on refunding. A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Classification of Revenues and Expenses

Operating revenues and expenses generally result from providing energy in connection with PPGA's ongoing operations. The principal operating revenues are billings to Members for energy charges, debt service requirements and capital expenditures. Operating expenses include fuel, purchased power, other production expenses, administrative and general expenses, and depreciation and amortization. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Income Taxes

In accordance with certain provisions of the Interlocal Cooperation Act and non-profit corporation statutes of Nebraska and related governing laws and regulations, PPGA is exempt from federal and state income taxes.

Note 2. Deposits and Investments

Deposits

State statutes require banks either to give bond or to pledge government securities to the Agency in the amount of the Agency's deposits. The Agency's cash deposits, including certificates of deposit, are insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC). Any cash deposits or certificates of deposit in excess of the $250,000 FDIC limits are covered by collateral held in a Federal Reserve Bank pledge account or by an agent for the Agency and thus, no custodial risk exists. No legal opinion has been obtained regarding the enforceability of any collateral arrangements.

Investments

PPGA's qualified investments are defined in the bond indentures for the revenue bond issuances described in Note 5. The bond indentures identify qualified investments as direct obligations of the United States government or any of its agencies, obligations guaranteed by the United States government or any of its agencies, money market mutual funds, municipal bonds and repurchase agreements.

At December 31, 2023 and 2022, PPGA had the following investments, maturities and credit ratings:

		Maturities in Years		
	Carrying Value	Less Than 1	1 - 5	Credit Rating Moody's/S&P
December 31, 2023				
Money market mutual funds	$ 34,307,049	$ 34,307,049	$ -	Aaa / AAAm
U.S. Treasury securities	54,853,811	27,529,234	27,324,577	Aaa / AAA
U.S. Agency obligations	2,443,819	87,704	2,356,115	Aaa / AA+
Repurchase agreements	7,998,919	7,998,919	-	Not Rated
Municipal bonds	30,413	-	30,413	Aaa / AA-
	$ 99,634,011	$ 69,922,906	$ 29,711,105	
December 31, 2022				
Money market mutual funds	$ 24,385,182	$ 24,385,182	$ -	Aaa / AAAm
U.S. Treasury securities	38,611,413	12,916,972	25,694,441	Aaa / AAA
U.S. Agency obligations	25,727,231	23,790,087	1,937,144	Aaa / AA+
Repurchase agreements	11,550,614	11,550,614	-	Not Rated
	$ 100,274,440	$ 72,642,855	$ 27,631,585	

Summary of Carrying Values

The carrying values of deposits and investments shown above are included in the balance sheets at December 31, 2023 and 2022 as follows:

	2023	2022
Carrying Value		
Deposits	$ 1,004	$ 1,003
Investments	99,634,011	100,274,440
	$ 99,635,015	$ 100,275,443

Included in the following balance sheet captions:

	2023	2022
Current Assets		
Cash and cash equivalents		
Operating funds	$ 5,970,879	$ 9,654,750
Renewal and contingency fund	132,880	26,505
Rate stabilization fund	336,430	626,873
Total	6,440,189	10,308,128
Restricted cash and cash equivalents		
Closure / post-closure care account	2,029,044	1,896,867
Debt service funds	33,367,052	23,692,659
Total	35,396,096	25,589,526
Investments		
Renewal and contingency fund	3,892,907	1,926,286
Rate stabilization fund	4,256,818	4,256,285
Total	8,149,725	6,182,571
Restricted investments		
Debt reserve funds	-	9,020,000
Noncurrent Assets		
Restricted cash and cash equivalents		
Debt reserve funds	470,687	39,146
Investments		
Rate stabilization fund	6,011,160	5,338,970
Renewal and contingency fund	-	1,905,196
Total	6,011,160	7,244,166
Restricted investments		
Debt reserve funds	43,167,158	41,891,906
	$ 99,635,015	$ 100,275,443

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The money market mutual funds and repurchase agreements are presented as an investment with a maturity of less than one year because they are redeemable in full immediately.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The bond indenture requires all money market mutual funds to have credit ratings of AAAm or better by S&P. The bond indenture does not require any minimum ratings for the securities of the approved United States government agencies which are not explicitly guaranteed by the United States government.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of a failure of the counterparty, PPGA would not be able to recover the value of its investment securities that are in the possession of an outside party.

The repurchase agreements require cash or securities to be pledged as collateral. Cash is pledged at 100% of the repurchase agreement carrying value while the fair value of securities are required to be maintained at a minimum of 104% of the carrying value.

Concentration of Credit Risk

Concentration of credit is the risk associated with the amount of investments PPGA has with any one issuer that exceeds 5% or more of its total investments. Investments issued or explicitly guaranteed by the U.S. Government are excluded from this requirement. PPGA and the bond indenture place no limit on the amount that may be invested in any one issuer. At December 31, 2023 and 2022, PPGA had the following investment concentrations:

	Portfolio Composition December 31, 2023	Portfolio Composition December 31, 2022
Allspring Government Money Market Service - 743	34.10 %	23.69 %
Repurchase agreement - Heritage Bank	8.03	11.52

Investment Return

Investment return for the years ended December 31, 2023 and 2022 of $4,209,536 and ($1,491,374), respectively consisted of interest income, realized gains and losses on the sale of investments and the net increase or decrease in fair value of investments carried at fair value.

Disclosures About Fair Value of Assets and Liabilities

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

Level 1 Quoted prices in active markets for identical assets or liabilities

Level 2 Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities

Level 3 Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

The Agency's investments in money market mutual funds and repurchase agreements are carried at cost and thus are not included within the fair value hierarchy.

The Agency's investments in U.S. Treasury securities, U.S. Agency obligations and municipal bonds are measured at fair value on a recurring basis, and are classified within Level 2 of the fair value hierarchy at December 31, 2023 and 2022.

Note 3. Utility Plant

Utility plant activity for the years ended December 31, 2023 and 2022 was:

	2023				
	Beginning Balance	Additions	Reductions	Transfers	Ending Balance
Electric plant in service	$ 582,515,738	$ -	$ (1,617,901)	$ 5,665,721	$ 586,563,558
Transmission	22,556,229	-	-	-	22,556,229
Shared facilities	18,722,882	-	-	-	18,722,882
Construction in progress	323,751	6,531,500	-	(5,665,721)	1,189,530
Total utility plant	624,118,600	6,531,500	(1,617,901)	-	629,032,199
Less accumulated depreciation	(241,438,568)	(21,542,723)	1,617,901	-	(261,363,390)
Utility plant, net	$ 382,680,032	$ (15,011,223)	$ -	$ -	$ 367,668,809

	2022				
	Beginning Balance	Additions	Reductions	Transfers	Ending Balance
Electric plant in service	$ 581,944,318	$ 305,420	$ (788,835)	$ 1,054,835	$ 582,515,738
Transmission	22,556,229	-	-	-	22,556,229
Shared facilities	18,380,807	342,075	-	-	18,722,882
Construction in progress	173,568	1,218,296	(13,278)	(1,054,835)	323,751
Total utility plant	623,054,922	1,865,791	(802,113)	-	624,118,600
Less accumulated depreciation	(220,564,551)	(21,662,852)	788,835	-	(241,438,568)
Utility plant, net	$ 402,490,371	$ (19,797,061)	$ (13,278)	$ -	$ 382,680,032

Under the terms of the Facility Sharing and Lease Agreement entered into between PPGA and Hastings Utilities (HU), as Operating Agent, ownership of certain PPGA assets were conveyed to HU to allow for the utilization of these assets for the benefit of the Plant. In addition, PPGA financed the construction of transmission facilities and equipment to facilitate the distribution of power to the Members. Although ownership of these facilities and equipment rests with other governmental entities responsible for the transmission and distribution of energy, PPGA has elected to defer these costs and amortize them over a period of 30 years, as a component of utility plant.

Note 4. Net Costs to be Recovered from Billings to Members

Net costs to be recovered from billings to Members for the years ended December 31, 2023 and 2022, and the accumulated totals as of December 31, 2023 and 2022, consisted of the following:

	For the Years Ended December 31,		Accumulated Totals as of December 31,	
	2023	**2022**	**2023**	**2022**
Items in accordance with GAAP not currently billable to Members under the participation agreement:				
Depreciation and amortization expense	$ 21,542,723	$ 21,662,852	$ 269,589,692	$ 248,046,969
Amortization of Spring 2012 outage charges	-	-	1,201,925	1,201,925
Amortization of Fall 2017 outage charges	268,402	268,400	1,610,405	1,342,003
Amortization of deferred gain/loss on refunding, net	56,804	56,806	653,386	596,582
Bond issue costs paid with bond proceeds	-	-	10,464,169	10,464,169
Loss on disposition of utility plant	-	-	73,260	73,260
Accrued interest included in bond refunding	-	-	1,451,790	1,451,790
Accretion of bond discount (premium), net	(2,420,328)	(2,420,327)	(24,974,694)	(22,554,366)
SO2 emissions expense	34,743	45,519	526,775	492,032
Unrealized gain (loss) on investments	(2,217,405)	2,315,570	435,652	2,653,057
Portion of federal subsidy not credited on Member billings	-	-	(1,291,488)	(1,291,488)
Administrative costs incurred prior to commercial operation	-	-	1,566,261	1,566,261
Restricted interest income not credited to Members	(425,599)	(280,561)	(5,418,380)	(4,992,781)
Ash disposal costs not yet billable to Members	(70,523)	(284,406)	(346,852)	(276,329)
Cost of lime silo cleanup not yet billable to Members	-	-	-	-
Other	37,475	(487,773)	55,730	18,255
Amounts billed to Members under the bond resolution and participation agreement				
Bond principal less credits received for principal	(18,516,064)	(17,427,899)	(150,869,317)	(132,353,253)
Capital asset expenditures billed to participants	(6,515,318)	(1,866,308)	(12,931,353)	(6,416,035)
Net costs to be recovered from billings to Members	$ (8,225,090)	$ 1,581,873	$ 91,796,961	$ 100,022,051

Note 5. Long-term Debt

Long-term debt at December 31, 2023 and 2022 consisted of the following:

	2023	2022
Revenue bonds		
Whelan Energy Center Unit 2 Revenue Bonds 2009 Series B (taxable), 7.242% with sinking fund installments beginning January 1, 2019 and a lump sum payment due January 1, 2041, callable at anytime	$ 159,725,000	$ 165,295,000
Whelan Energy Center Unit 2 Revenue Refunding Bonds 2015 Series A (tax-exempt), 5.00%, due annually beginning on January 1, 2018 with a final payment due January 1, 2031, callable beginning in 2025	123,465,000	135,775,000
Whelan Energy Center Unit 2 Revenue Bonds 2015 Series B (tax-exempt), 4.00% with sinking fund installments beginning January 1, 2032, and lump sum term payments of $27,780,000 and $77,650,000 due January 1, 2037 and January 1, 2041, respectively, callable beginning in 2025	105,430,000	105,430,000
Whelan Energy Center Unit 2 Revenue Refunding Bonds 2016 Series A (tax-exempt), 3.00 - 5.00%, due annually beginning January 1, 2032 with a final payment due January 1, 2041, callable beginning in 2026	140,610,000	140,610,000
Total revenue bonds outstanding	529,230,000	547,110,000
Issuance premiums	23,792,694	26,246,461
Issuance discount	(568,480)	(601,919)
Current maturities of long-term debt	(18,765,000)	(17,880,000)
Long-term debt, net	$ 533,689,214	$ 554,874,542

Long term debt activity for 2023 and 2022 is summarized below:

	January 1,	Additions	Reductions	December 31,	Due Within One Year
2023					
Revenue bonds	$ 547,110,000	$ -	$ (17,880,000)	$ 529,230,000	$ 18,765,000
Premiums	26,246,461	-	(2,453,767)	23,792,694	-
Discounts	(601,919)	-	33,439	(568,480)	-
Total long-term debt, net	$ 572,754,542	$ -	$ (20,300,328)	$ 552,454,214	$ 18,765,000
2022					
Revenue bonds	$ 564,160,000	$ -	$ (17,050,000)	$ 547,110,000	$ 17,880,000
Premiums	28,700,228	-	(2,453,767)	26,246,461	-
Discounts	(635,359)	-	33,440	(601,919)	-
Total long-term debt, net	$ 592,224,869	$ -	$ (19,470,327)	$ 572,754,542	$ 17,880,000

The 2009 Series B bonds were issued as bonds designated as “Build America Bonds” under the provisions of the American Recovery and Reinvestment Act of 2009, which allows the Agency to receive a U.S. Treasury subsidy equal to 35% of the amount of interest payable on those bonds. Pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, refund payments to certain state and local government filers claiming refundable credits under section 6341 of the Internal Revenue Code applicable to certain qualified bonds are subject to sequestration. The refund payments processed on or after October 1, 2021 and on or before September 30, 2022 were reduced by the fiscal year 2022 sequestration rate of 5.7%; the refund payments processed on or after October 1, 2022 and on or before September 30, 2023 were reduced by the fiscal year 2023 sequestration rate of 5.7%; the refund payments processed on or after October 1, 2023 and on or before September 30, 2024 will be reduced by the fiscal year 2024 sequestration rate of 5.7%. Any future subsidy payments are contingent on federal regulations and are subject to change. The subsidy is not reflected in the table on the following page.

The revenue bonds are equally and ratably secured under the Bond Resolution and are payable on parity with one another. The bonds are special obligations of PPGA, payable from and secured by a pledge of the revenues, PPGA’s rights, title and interest under the Participation Agreements and certain funds established under the Resolution.

Future principal and interest payments required to be made in accordance with the bond documents and private voluntary debt exchange agreement at December 31, 2023, are as follows:

Year Ending December 31,	Principal	Interest	Total
2024	$ 18,765,000	$ 27,598,012	$ 46,363,012
2025	19,685,000	26,502,859	46,187,859
2026	20,650,000	25,354,303	46,004,303
2027	21,665,000	24,149,633	45,814,633
2028	22,730,000	22,886,013	45,616,013
2029-2033	133,990,000	93,282,319	227,272,319
2034-2038	170,475,000	54,031,011	224,506,011
2039-2041	121,270,000	9,619,453	130,889,453
	$ 529,230,000	$ 283,423,603	$ 812,653,603

Note 6. Closure and Post-Closure Care Costs

As a result of coal ash produced at the WEC 2 plant site, the Agency has created an ash disposal area, including an ash pond. In accordance with regulations promulgated by the Nebraska Department of Environment and Energy (NDEE), the Agency has calculated an estimate of the costs of closing the site, at the end of the plant's useful life, and properly disposing of the ash, and also of post-closure monitoring of the ash disposal area. These costs are currently estimated at approximately $1,200,000 and $1,100,000 at December 31, 2023 and 2022, respectively, and will be recognized in each period based on the estimated disposal area capacity used as of each balance sheet date. These costs were estimated based on historical experience at similar ash disposal areas and in accordance with the permit obtained from NDEE. The estimated costs of closure and post-closure care are subject to changes including the effects of inflation, revision of laws, changes in technology, actual sequence of landfill development and closure and other variables.

The Agency has established a Closure/Post-Closure Care Account to accumulate sufficient funds for the costs of closure and post-closure of the ash disposal area. Funds are deposited into this account at a rate of $3.00 per ton of ash placed into the disposal area for the years ended December 31, 2023 and 2022, respectively. The funds in this account totaled $2,029,044 and $1,896,867 at December 31, 2023 and 2022, respectively. The use of these funds is restricted to the costs of closure and post-closure care of the ash disposal area by NDEE regulations.

In the event of a pre-mature closure of the facilities, including the ash pond, the Agency would be required to immediately excavate, haul and properly dispose of all pond ash and scrubber ash remaining at that time. These costs are estimated to be approximately $7,300,000 for the Agency. The Agency has not recorded a liability for these pre-mature closure costs as of December 31, 2023 and 2022, as the costs are contingent on the occurrence of a pre-mature closure of the facilities, which is deemed to be remote by the Agency.

Note 7. Related Party Transactions

PPGA has an executed agreement for MEAN to serve as the Managing Agent of PPGA. In connection with this agreement, PPGA shall pay MEAN a monthly administrative fee for time and expense reimbursement. MEAN was paid $37,724 and $39,160 during 2023 and 2022, respectively, and amounts of $3,438 and $3,618 owed to MEAN were included in accounts payable at December 31, 2023 and 2022, respectively, in relation to this agreement.

In accordance with the PPGA Participation Agreement, effective October 5, 2006, HU is to serve as the Project Operating Agent of PPGA. In connection with this agreement, HU incurs certain administrative, general and other expenses on PPGA's behalf and PPGA shall reimburse HU for these expenses, including an allocation of indirect expenses as determined in accordance with the memorandum of understanding entered into between PPGA and HU. HU was paid $8,133,714 and $7,516,968 during 2023 and 2022, respectively, and amounts of $1,343,974 and $1,548,207 owed to HU were included in accounts payable at December 31, 2023 and 2022, respectively, in relation to the participation agreement.

PPGA also entered into a Facility Sharing and Lease Agreement with HU, effective January 1, 2008, for the lease of real estate and sharing of facilities for the construction and operation of WEC 2. In connection with this agreement, PPGA shall pay HU lease payments for real estate and shared facilities reimbursement until the end of the operational life of WEC 2, but in no event later than 100 years following the effective date of the agreement. Additionally, under this agreement, HU is to pay PPGA for certain shared facilities owned by PPGA. Payments under this agreement are included in the payments discussed above and are included in operating expenses on the statement of revenues and expenses, net of amounts received from HU under the agreement.

Additionally, all of the coal used at WEC 2 is obtained by HU through various short and long-term contracts and spot purchases based on market conditions.

Note 8. Risk Management and Contingencies

Risk Management

PPGA is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; business interruption; errors and omissions; injuries and illnesses and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters. Claims have not exceeded this commercial coverage in any of the three preceding years.

PPGA is subject to claims that arise primarily in the ordinary course of the operation of the plant. It is the opinion of management that the disposition or ultimate resolution of such claims will not have a material effect on the financial position, results of operations and cash flows of PPGA.

Proposed Environmental Standards

Any changes in the environmental regulatory requirements imposed by Federal or state law, which are applicable to generating stations, could result in increased capital and operating costs being incurred by PPGA. Until such changes are finalized and implemented, management is unable to predict when pending changes will be made to current environmental regulatory requirements and how the changes may impact PPGA.

Supplementary Information

Public Power Generation Agency
Schedule of Billings to Members
Year Ended December 31, 2023

	MEAN	HEARTLAND	HU	GIU	NCU	Total
Operating expenses - variable	$ 5,605,098	$ 5,605,088	$ 2,452,839	$ 1,051,195	$ 700,644	$ 15,414,864
Station power expenses	133,124	133,124	58,242	24,961	16,641	366,092
Operating expenses - other	3,767,191	3,767,191	1,648,146	706,347	470,898	10,359,773
Indirect overhead expenses	183,787	183,787	80,407	34,460	22,974	505,415
Less: credit from investment income	(569,648)	(569,648)	(249,221)	(106,809)	(71,206)	(1,566,532)
Less: credit from excess debt service reserve funds	(90,522)	(90,522)	(39,604)	(16,973)	(11,315)	(248,936)
Less: credit from federal subsidy receipts	(1,388,285)	(1,388,285)	(607,374)	(260,303)	(173,535)	(3,817,782)
Less: credit from dry flyash revenue	(111,793)	(111,784)	(48,921)	(20,966)	(13,970)	(307,434)
Less: credit from equipment use revenue from HU	(5,768)	(5,768)	(2,524)	(1,081)	(721)	(15,862)
Less: credit from miscellaneous other revenue	(9)	(9)	(4)	(2)	(1)	(25)
Net operation and maintenance billings	7,523,175	7,523,174	3,291,986	1,410,829	940,409	20,689,573
Capital asset / outage expenditures	2,369,206	2,369,206	1,036,528	444,227	296,151	6,515,318
Debt service billings, net	17,053,654	17,053,654	7,460,973	3,197,560	2,131,706	46,897,547
Total member billings	$ 26,946,035	$ 26,946,034	$ 11,789,487	$ 5,052,616	$ 3,368,266	$ 74,102,438

Note: The amount of billings to members is based on each Member's respective entitlement share, as detailed in Note 1. Additionally, billings to Members are designed to recover power costs as set forth by the PPGA Participation Agreement, which principally include operating expenses, scheduled debt principal and interest and capital expenditures (see Notes 1 and 4 for further discussion).

Public Power Generation Agency
Schedule of Billings to Members
Year Ended December 31, 2022

	MEAN	HEARTLAND	HU	GIU	NCU	Total
Operating expenses - variable	$ 7,288,505	$ 7,292,422	$ 3,190,926	$ 1,367,824	$ 911,516	$ 20,051,193
Station power expenses	100,823	100,823	44,111	18,904	12,603	277,264
Operating expenses - other	3,430,673	3,430,673	1,500,919	643,251	428,834	9,434,350
Indirect overhead expenses	157,331	157,331	68,833	29,500	19,666	432,661
Less: credit from investment income	(197,686)	(197,686)	(86,486)	(37,066)	(24,711)	(543,635)
Less: credit from excess debt service reserve funds	(164,400)	(164,400)	(71,925)	(30,825)	(20,550)	(452,100)
Less: credit from federal subsidy receipts	(1,436,697)	(1,436,697)	(628,556)	(269,381)	(179,587)	(3,950,918)
Less: credit from dry flyash revenue	(135,805)	(135,863)	(59,449)	(25,483)	(16,984)	(373,584)
Less: credit from equipment use revenue from HU	(1,242)	(1,242)	(544)	(233)	(155)	(3,416)
Net operation and maintenance billings	9,041,502	9,045,361	3,957,829	1,696,491	1,130,632	24,871,815
Capital asset / outage expenditures	678,658	678,658	296,912	127,248	84,832	1,866,308
Debt service billings, net	17,102,337	17,102,337	7,482,272	3,206,688	2,137,792	47,031,426
Total member billings	$ 26,822,497	$ 26,826,356	$ 11,737,013	$ 5,030,427	$ 3,353,256	$ 73,769,549

Note: The amount of billings to members is based on each Member’s respective entitlement share, as detailed in Note 1. Additionally, billings to Members are designed to recover power costs as set forth by the PPGA Participation Agreement, which principally include operating expenses, scheduled debt principal and interest and capital expenditures (see Notes 1 and 4 for further discussion).

APPENDIX B

THE PARTICIPANTS

MUNICIPAL ENERGY AGENCY OF NEBRASKA

GENERAL

The Municipal Energy Agency of Nebraska (*"MEAN"*) was created on June 22, 1981 as a body corporate and politic under the laws of the State of Nebraska under the Municipal Cooperative Financing Act, Sections 18-2401 through 18-2485, Reissue Revised Statutes of Nebraska (the *"Municipal Cooperative Financing Act"*). MEAN was created for the purpose of planning, acquiring, financing and operating facilities to generate and transmit electric power and energy. MEAN's services include power supply and control area support, dispatching, energy load forecasting, transmission arrangements, load research, limited political action, demand-side management, load factor improvement, training, community development and energy cost analysis.

MEAN currently has 61 Total Requirements Participants that receive "total-requirements" electric supply services from MEAN, representing 94% of electric energy sales revenues for fiscal year 2024, exclusive only of their firm power and energy allocations from Western Area Power Administration (*"WAPA"*), except for certain generating facilities of Waverly Utilities and Aspen, Colorado, as discussed herein. Additional municipalities may become Total Requirements Participants of MEAN with the approval of the MEAN Board of Directors.

Each of the MEAN Total Requirements Participants owns and operates a local electric utility system that provides electric service to consumers. Together, the MEAN Total Requirements Participants provide electric utility service at retail to approximately 100,000 residential, commercial, institutional, agricultural and industrial customers, representing a total population of approximately 172,000.

Municipalities may take additional steps to become members of MEAN (*"Members"*) under the Municipal Cooperative Financing Act by applying with the Nebraska Power Review Board (*"NPRB"*). Each Member appoints and is represented by a director on the MEAN Board of Directors. Members include Total Requirements Participants and other municipalities that value a relationship with MEAN. MEAN currently has 55 Members.

MEAN's Board of Directors consists of one director for each of the Members, appointed by the mayor or chair of each Member, and approved by the governing body of each Member. Each director serves until his or her successor is appointed and is entitled to one vote unless he or she has been suspended or unless the Member is an Inactive Member as defined in the By-Laws of MEAN.

POWER SUPPLY CONTRACTS

The 55 Long-Term Total Requirements Participants have entered into Long-Term Power Supply Contracts with MEAN to obtain long-term "total-requirements" electric supply services, exclusive only of any firm power and energy allocated to such Long-Term Total Requirements Participants by WAPA, representing 84% of the total operating revenue for fiscal year 2024. Aspen, Colorado and Waverly Utilities are the only Long-Term Total Requirements Participants with certain generating facilities that reduce the amount of firm power and energy required to be supplied by MEAN that have received approval from the MEAN Board of Directors. MEAN has also adopted a Renewable Distributed Generation Policy (the "*DG Policy*") that, in certain circumstances, allows the Total Requirements Participants to reduce their total requirements purchases from MEAN subject to the limitations and parameters around output of qualifying renewable generation resources provided for in the DG Policy. MEAN anticipates that the DG Policy will be revised from time to time to reflect developments in distributed and renewable generation, including any applicable regulatory requirements. The Long-Term Total Requirements Participants have agreed to pay rates and charges that are sufficient, along with all other revenues of MEAN, to pay all of MEAN's costs and expenses relating to the acquisition and sale of electric power and energy and transmission services. MEAN bills the Long-Term Total Requirements Participants monthly in arrears for all services provided under the Long-Term Power Supply Contracts. The Long-Term Power Supply Contracts include a Pooled Energy Adjustment clause, which allows MEAN the ability to recover the costs on a monthly basis for energy purchased and generated whenever the actual monthly energy costs to MEAN exceed the budgeted monthly energy costs. Such payments constitute an operating expense of the Long-Term Total Requirements Participant's electric system, to be made solely from the revenues of such Long-Term Total Requirements Participant's electric system. The Long-Term Power Supply Contracts extend beyond the life of the 2024 Series A Bonds.

MEAN also receives revenues from the 6 Service Schedule J Participants and Service Schedule K and K-1 Participants (the *"Limited-Term Total Requirements Participants"*). MEAN is required to sell and deliver, and each Limited-Term Total Requirements Participant is required to purchase from MEAN, on a take-and-pay basis, all power and energy required by such Limited-Term Total Requirements Participant, exclusive of any firm power and energy allocated to such Limited-Term Total Requirements Participant by WAPA. The limited-term total requirements contracts vary in length but are generally up to ten years. The Service Schedule J Participants' rates are based on rates negotiated and agreed to by each such Participant and MEAN through Board of Directors approval of the Service Schedule J contract. The rates and charges paid by the Service Schedule K and K-1 Participants are established and modified by the Board of Directors and are based on MEAN's cost of power and energy.

REGIONAL ENERGY MARKETS AND COORDINATION

MEAN's regional footprint stretches from Central Iowa across Nebraska and into Colorado and Wyoming. Due to this footprint, MEAN is required to operate in two regional transmission organizations, Midcontinent Independent System Operator (*"MISO"*) and SPP. Both MISO and SPP operate day-ahead and real-time energy markets. Market participants must pay for costs to serve load and receive revenue for their electrical generation. MEAN's power supply resources registered in the SPP and MISO market regions are dispatched by SPP or MISO through the day-ahead and real-time markets based on cost and operational considerations.

MEAN also operates in the western United States through the Western Electricity Coordinating Council (*"WECC"*). For operations in WECC, MEAN buys and sells energy through bilateral transactions with various electric utilities. MEAN has load and resources in the Western Area Colorado Missouri Balancing Authority and in the Public Service Company of Colorado Balancing Authority that participates in the Western Energy Imbalance Service (*"WEIS"*) real-time balancing market, which is administered by SPP.

MEAN contracted with The Energy Authority (TEA) beginning in March 2019 to both transact on MEAN's behalf in the wholesale energy markets and to develop and recommend strategies to manage MEAN's exposure to risk in the wholesale energy markets. TEA's in-depth understanding of the wholesale energy markets, experienced staff, and state-of-the-art technology combined with TEA's knowledge of MEAN's system enables TEA to deliver a broad range of standardized and customized energy products and services to MEAN.

POWER SUPPLY RESOURCES AND SYSTEM

The MEAN Power Supply System consists of owned, leased and purchased power supply resources as well as transmission system arrangements used to transmit resources to the Total Requirements Participants. MEAN receives transmission services provided by SPP, MISO and multiple transmission providers in the Western Interconnected System.

MEAN adheres to a strategic and integrated resource plan that includes a variety of resources providing stable and economical power and energy to the Total Requirements Participants. MEAN has a policy in place which endeavors to have no more than 15% of MEAN's capacity from a single generating unit. In the event that a generation unit does represent more than 15% of MEAN's capacity, MEAN will investigate potential exchanges or insurance products to reduce the potential cost impacts and disruption of service that could be caused by a major unit outage.

The following table summarizes MEAN's power supply resources as of March 31, 2024:

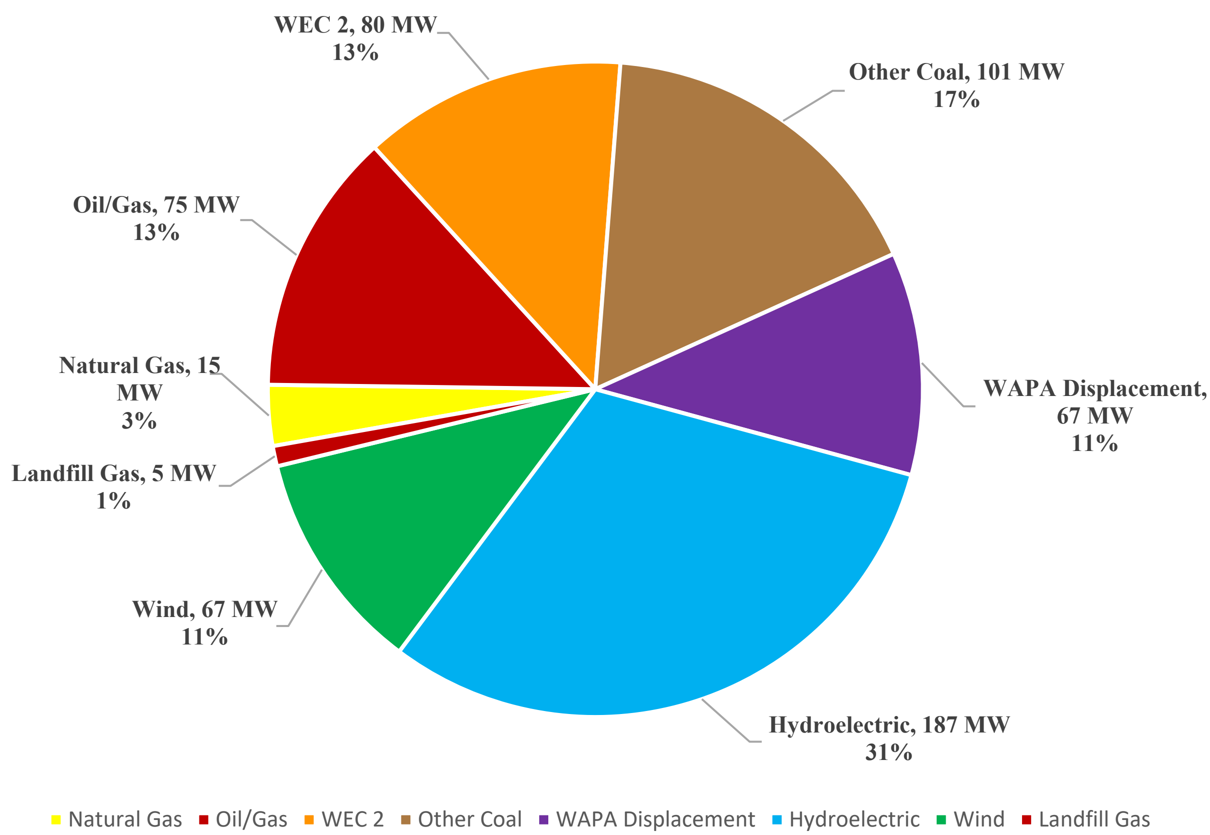
LONG-TERM POWER SUPPLY RESOURCES

RESOURCE	CAPACITY AVAILABLE TO MEAN (MW)	PRIMARY ENERGY SOURCE	MARKET REGION[(1)]
Total Requirements Committed Facilities	121.7	Oil/Gas	MISO (69 MW), SPP (47.3 MW), WECC (5.4 MW)
WAPA[(2)]	124.7	Hydroelectric	MISO (7.5 MW), SPP (29.1 MW), WECC (88.1 MW)
WAPA Displacement Agreement[(3)]	66.6	Hydroelectric	WECC
Whelan Energy Center Unit 2	80.0	Coal	SPP
Walter Scott, Jr. Energy Center Unit 4	59.2	Coal	MISO
Laramie River Station Unit 1	9.9	Coal	SPP
Laramie River Station Unit 2 & Unit 3	18.6	Coal	WECC
Wygen Unit I	20.0	Coal	WECC
Louisa Generating Station	8.2	Coal	MISO
Whelan Energy Center Unit 1	5.3	Coal	SPP
Neil Simpson Combustion Turbine #1	15.0	Natural Gas	WECC
Central Nebraska Public Power and Irrigation District			
Johnson No. 1 Hydroelectric Generating Plant	21.2	Hydroelectric	SPP
Johnson No. 2 Hydroelectric Generating Plant	21.5	Hydroelectric	SPP
DMEA Shavano Falls/Drop 4 and Drop 6	7.6	Hydroelectric	WECC
Ridgway Hydropower Project[(4)]	1.6	Hydroelectric	WECC
Kimball Wind Facility	30.0	Wind	WECC
Wessington Springs Wind Project	10.0	Wind	SPP
NPPD Elkhorn Ridge Wind Plant	8.0	Wind	SPP
NPPD Laredo Ridge Wind Project	8.0	Wind	SPP
NPPD Ainsworth Wind Energy Facility	7.0	Wind	SPP
NPPD Crofton Bluffs Wind Project	4.0	Wind	SPP
Waste Management Des Moines Landfill Gas Facility	4.8	Landfill Gas	MISO
TOTAL:	652.9 MW		

(1) Resources located in MISO and SPP are dispatched by MISO and SPP. See "–Regional Energy Markets and Coordination" herein.
(2) All but approximately 7 MW constitutes North American Tribes' and Total Requirements Participants' WAPA allocations.
(3) Under the WAPA displacement agreement, MEAN receives hydroelectric energy (excluding renewable energy credits) in WECC from the capacity in the agreement. Operationally, MEAN provides an equal amount of capacity to WAPA's customers in SPP from various MEAN contracted resources. The contracted resources designated for WAPA's customers in SPP may vary throughout the term of the agreement.
(4) MEAN receives capacity on a seasonal basis, up to 1.6 MW from October to April and up to 5.4 MW from May to September.

CAPACITY SOURCES

The following pie chart shows the capacity of MEAN'S power supply resources and its participant resources as a percentage of MEAN and its participants total power supply as of March 31, 2024. The total reflected in the pie chart differs from the total reflected in the table of Long-Term Power Supply Resources in the "-Power Supply Resources and System" herein. In the pie chart, the oil/gas and coal capacity MW is shown net of the contracted resources designated for WAPA's customers in SPP under the WAPA Displacement Agreement. The pie chart also includes additional hydroelectric sources contracted by MEAN's participants that are designated to serve MEAN's energy load.



With respect to WAPA Displacement, MEAN receives hydroelectric energy (excluding renewable energy credits) in the WECC region as per the defined capacity in the agreement. Operationally, MEAN provides an equal amount of capacity to WAPA's customers in SPP from various MEAN contracted resources, which may change throughout the agreement's tenure.

Summary Financial and Operating Information

The financial and operating information presented below is shown for the fiscal years of MEAN ended March 31.

Largest Total Requirements Participants
(2024)

MEAN Participant	Wholesale Energy Sales (MWh) to MEAN Participant	Revenues from Electric Energy Sales to MEAN Participant	Percentage of Total SSM Revenue
Fort Morgan, CO	208,593	$12,012,104	11.5%
Waverly Utilities, IA	135,439	9,253,896	8.8
Indianola Municipal Utilities, IA	123,976	8,717,351	8.3
Crete, NE	103,138	6,987,722	6.7
Alliance, NE	104,435	6,960,224	6.6
Total	675,581	$43,931,297	41.9%

Total Energy Sales

Total Sales (MWh)	2020	2021	2022	2023	2024
Participants	1,790,234	1,810,802	1,855,965	1,901,321	1,779,059
Non-Participants	100,544	77,025	51,322	52,960	250,647
Total	1,890,778	1,887,827	1,907,287	1,954,281	2,029,706
WAPA[1]	365,400	371,163	355,533	337,506	357,809

1 Energy served by Participant WAPA allocations is not included in MEAN's total energy sales.

Coincident Peak Demand (MW)[1]

2020	2021	2022	2023	2024
333	342	352	359	368

1 Does not include peak served by Participant WAPA allocations.

Operating Revenues

Operating Revenues	2020	2021	2022	2023	2024
Participants	$112,088,306	$114,384,416	$117,212,733	$122,186,618	$116,568,667
Non-Participants	1,574,622	2,551,665	1,005,018	1,683,273	7,778,776
Other Operating Revenue	993,548	882,307	1,067,991	1,482,792	2,068,349
Transfer from (Provision for) Rate Stabilization	(230,374)	(7,100,000)	-	(286,619)	1,000,000
Total	$114,426,102	$110,718,388	$119,285,742	$125,066,064	$127,415,792

SELECTED FINANCIAL INFORMATION[1]

	2020	2021	2022	2023	2024
Operating Revenues	$114,426,102	$110,718,388	$119,285,742	$125,066,064	$127,415,792
Operating Expenses	$105,625,911	$103,816,592	$114,726,117	$121,011,246	$124,460,498
Amount Available for Debt Service[2]	$ 17,275,093	$ 14,284,626	$ 11,172,517	$ 13,056,340	$ 14,969,965
Debt Service Payments	$ 11,548,761	$ 11,557,436	$ 11,852,758	$ 11,619,821	$ 11,695,455
Debt Service Coverage[3]	1.50x	1.24x	0.94x	1.12x	1.28x
Long-Term Debt	$144,895,000	$139,805,000	$128,140,000	$122,565,000	$117,235,000
Net Position	$ 59,661,395	$ 62,066,693	$ 59,980,927	$ 59,922,595	$ 60,240,537

1 During the year ended March 31, 2024, MEAN adopted Governmental Accounting Standards Board Statement No. 96, Subscription-Based Information Technology Arrangements (GASB 96). The adoption date of GASB 96 was reflected in MEAN's audited financial statements for March 31, 2024 and 2023. The components of and the debt service coverage calculation shown for prior years has not been restated to reflect the impact of MEAN's implementation of GASB 96. Debt Service Payments for 2024 include subscription liability principal and interest related to MEAN's implementation of GASB 96. During the year ended March 31, 2023, MEAN adopted Governmental Accounting Standards Board Statement No. 87, Leases (GASB 87). The adoption date of GASB 87 was reflected in MEAN's audited financial statements for March 31, 2023 and 2022. The components of and the debt service coverage calculation shown for prior years has not been restated to reflect the impact of MEAN's implementation of GASB 87. Debt Service Payments for 2024 and 2023 include lease liability principal and interest related to MEAN's implementation of GASB 87.

2 Amount Available for Debt Service includes net revenues, excluding depreciation and amortization expenses, plus investment income and certain non-operating adjustments.

3 The debt service coverage for 2022 was 1.00 before recording unrealized losses on investments, which are not required to be included in the coverage computation per the bond covenant, therefore MEAN met its debt service coverage requirement for 2022.

HEARTLAND ENERGY

GENERAL

Heartland Consumers Power District (*"Heartland Energy"*) is a public corporation and a political subdivision of the State of South Dakota created in 1969 under the Consumers Power District Law, South Dakota Codified Laws, Chapters 49-35 to 49-40, as amended (the *"Consumers Power District Law"*), for the purpose of supplying electric power and energy and related services to its customers. Heartland Energy began supplying electric service in 1977.

The Consumers Power District Law authorizes Heartland Energy to finance, own and operate, either singly or jointly with others and within or without the boundaries of South Dakota, any electric light and power plants, lines or systems, or interests therein, for the generation, transmission or transformation of electric power and energy. Heartland Energy is also authorized by the Consumers Power District Law to sell and transmit and deliver electric power and energy at wholesale to distributors of electric power and energy whether within or without the boundaries of South Dakota. Heartland Energy is not under the jurisdiction of any public utility commission or utility regulator. Heartland Energy's administrative offices are located in Madison, South Dakota.

MANAGEMENT

The corporate powers of Heartland Energy are vested in a Board of Directors consisting of eleven members. Heartland Energy has eleven electoral subdivisions in eastern South Dakota from which directors are elected for terms of six years. Heartland Energy's subdivisions include substantially all the rural areas of 36 counties in eastern South Dakota and excludes all municipal territories except in seven instances where the municipal has elected to annex itself into a subdivision. The operation and maintenance of Heartland Energy are under the direction of a chief executive officer. Heartland Energy has 11 other full time employees.

CUSTOMERS AND POWER SALES AGREEMENTS

Heartland Energy supplies wholesale electric power and energy under power sales agreements with 30 municipals and state institutions in South Dakota, Minnesota, Iowa, and Nebraska.

Requirements Customers. Heartland Energy provides full requirements power supply services to four municipal utilities, and supplemental requirements services to 22 municipal utilities, and six end-users that are agencies of the State of South Dakota. The power sales agreements between Heartland Energy and its full requirements customers provide that Heartland Energy will sell and deliver, and the customer will take and pay for, all power and energy necessary to meet the total electric requirements of the customer. Heartland Energy's supplemental requirements customers are preference customers of WAPA with fixed allocations of federal power and energy. Heartland Energy's power sales agreements with these customers provide that it will sell and deliver, and the customer will take and pay for, the supplemental power and energy necessary to meet the customer's requirements in excess of its WAPA allocation.

The following table lists Heartland Energy's full and supplemental requirements customers, their peak demands during Heartland Energy's most recent fiscal year and the commencement and expiration date of their power sales agreements with Heartland Energy:

CUSTOMER	FISCAL 2023 PEAK DEMAND (MW)	CONTRACT START DATE	CONTRACT EXPIRATION DATE
New Ulm, MN	19.30	010/1/10	12/31/29
Sioux Falls, SD	11.80	10/01/06	12/31/36
Madison, SD	12.00	01/16/76	12/31/60
Volga, SD	8.90	01/16/76	12/31/60
Madelia, MN[1]	8.21	01/01/06	12/31/40
Lake Crystal, MN	4.83	11/01/06	12/31/40
Truman, MN[1]	2.53	01/01/06	12/31/40
Arlington, SD	0.88	01/16/76	12/31/60
Groton, SD	1.74	01/16/76	12/31/60
Grove City, MN[1]	1.71	01/01/07	12/31/40
State of South Dakota[2]	7.92	01/16/76	12/31/41
Miller, SD	1.62	07/01/05	12/31/40
Tyndall, SD	2.09	01/16/76	12/31/60
Akron, IA	2.54	12/14/76	12/31/60
Howard, SD	2.09	01/16/76	12/31/60
Colman, SD	1.55	01/16/76	12/31/60
Tyler, MN	1.54	01/16/76	12/31/60
Wessington Springs, SD	0.96	01/16/76	12/31/60
Plankinton, SD	1.63	01/16/76	12/31/60
White, SD	0.87	04/01/77	12/31/60
Aurora, SD	1.32	01/16/76	12/31/60
Estelline, SD	0.80	01/16/76	12/31/60
Parker, SD	1.26	01/16/76	12/31/60
Bryant, SD	0.55	10/01/05	12/31/40
Langford, SD	0.26	09/01/05	12/31/40
Hecla, SD	0.13	01/16/76	12/31/60
McLaughlin, SD	0.00	07/14/81	12/31/60
TOTAL FY 2023 PEAK DEMAND	99.02 MW		

1 Total requirements customer.
2 The State of South Dakota purchases electricity from Heartland Energy for six separate agencies: the South Dakota Development Center at Redfield, the Human Services Center at Yankton, the Mike Durfee State Prison at Springfield, Northern State University at Aberdeen, the University of South Dakota at Vermillion, and South Dakota State University at Brookings.
3 Total FY 2023 Peak Demand is non-coincident. The FY 2023 coincident peak demand of Heartland Energy's requirements customers was approximately 94 MW.

Heartland Energy's power sales agreements with its requirements customers automatically extend for renewal terms after their stated expiration dates, unless the customer provides advance notice of its election not to extend the agreement. In most cases, the notice is required to be given either five or ten years prior to the then-current expiration date of the agreement, and the renewal term is equal to the number of years in the notice period.

Heartland Energy's power sales agreements with its requirements customers provide that it will at such intervals as it deems necessary, but not less frequently than annually, review and adjust the rates for power and energy sold to its requirements customers. Heartland Energy's rates are set to be sufficient to meet operation and maintenance costs, purchased power costs, transmission costs, debt service costs, and the cost of funding reserves, which presently include general and rate stabilization reserve funds.

Heartland Energy's last rate increase was 5% in 2017. The rate structure is expected to ensure that Heartland Energy will (i) maintain a gross revenues debt service coverage ratio of 1.5 to 1, and a net revenues debt service coverage ratio of 1.20 to 1, and (ii) maintain 120 days of working capital reserves.

Each requirements customer agrees to maintain and collect rates or charges for electric power and energy and other services furnished by its electric system that provide revenues sufficient to make all required payments due under its power sales agreement with Heartland Energy. The customer's payment obligations are payable solely from the revenues of its electric system, and are not general obligations of any State or political subdivision.

Block Sale to New Ulm. Heartland Energy has entered into a Wholesale Electric Power Sales Agreement (the *"New Ulm PSA"*) with the Public Utilities Commission of New Ulm, Minnesota (*"New Ulm"*). The New Ulm PSA provides for Heartland Energy to sell and deliver and New Ulm to purchase and receive a block of system power and associated energy. Electricity deliveries began on January 1, 2010 and extend to December 31, 2029. The contract quantity of power and energy for the remaining term of the New Ulm PSA is 19 MW. The New Ulm PSA provides for the payment of contract damages in the event that Heartland Energy fails to sell and deliver, or New Ulm fails to purchase and receive, the contract quantity of power and energy.

New Ulm agrees in the New Ulm PSA to pay rates equal to those charged by Heartland Energy to its requirements customers less Heartland Energy's costs of reserves, with a separate rate structure for renewable energy delivered from Heartland Energy's Wessington Springs Wind Project. The rates paid by New Ulm may be revised from time to time by Heartland Energy on the same basis as the rates paid by Heartland Energy's requirements customers (*i.e.,* to provide for full recovery of all costs of service).

WEC 2 Sale to NIMECA. Heartland Energy has entered into a power purchase agreement (the *"NIMECA PSA"*) with North Iowa Municipal Electric Cooperative Association (*"NIMECA"*) for the sale of power and energy from Heartland Energy's Entitlement Share in the Whelan Energy Center 2 Project. Electricity deliveries began on the commercial operation date of WEC 2 in 2011 and continue for so long as WEC 2 is in operation. The contract quantity of power and energy for the remaining term of the NIMECA PSA is 20 MW. Heartland Energy's obligation to sell and deliver power and energy is contingent on the operation of WEC2 and it has no obligation to deliver replacement power or energy. Under the NIMECA PSA, NIMECA agrees to pay (i) capacity charges, on a take-or-pay basis, equal to its pro rata share (based on the ratio of NIMECA's contract amount to Heartland Energy's Entitlement Share in WEC 2) of capacity and fixed charges (including debt service costs) payable by Heartland Energy under its Participation Agreement, and (ii) energy charges, on a take-and-pay basis, for the variable costs of the energy from WEC 2 actually delivered by Heartland Energy.

NIMECA was organized in 1965 and presently supplies wholesale power and energy to 13 municipal electric utilities in Iowa under full or supplemental requirements contracts that extend through the useful life of the transmission facilities owned by NIMECA (which is expected to be beyond the final maturity date of PPGA's bonds). NIMECA charges its customers rates that are sufficient to recover all of its costs, including the amounts payable to Heartland Energy under the WEC2 PSA. Neither NIMECA nor any of its customers is subject to rate regulation by any federal or State authority.

Other Contracted Requirements. Heartland Energy has three fixed price power sales agreements. The contracts are with Stanhope and Auburn, Iowa and Valentine, Nebraska. Stanhope has a peak load of 0.8MW and contract termination date of December 31, 2030. Auburn has a peak load of 0.6MW and contract termination of December 31, 2040. Valentine has a peak load of 12.3MW and contract termination of December 31, 2026.

Other Off-System Sales. Heartland Energy uses the SPP and MISO to optimize its generation resources. Heartland Energy sells excess generation in wholesale markets and purchases energy when needed in order to optimize its generation resources and/or dispatches peaking resources (Heartland Energy has several contracts for peaking resources).

ELECTRIC SYSTEM AND SOURCES OF POWER AND ENERGY

Heartland Energy's electric system consists of the following: (i) its 36% Entitlement Share in WEC 2 (80 MW) and (ii) various power purchase and transmission agreements required to meet the electric requirements of its customers. The operation and maintenance of the physical plant and properties of Heartland Energy's electric system are performed by other utilities on behalf of Heartland Energy pursuant to various contracts.

Heartland Energy has executed a power purchase agreement for 51 MW of electricity and renewable energy certificates from the Wessington Springs Wind Project. Heartland sells 10 MW of the Wessington Springs Wind Project at cost to MEAN. This agreement extends through 2039 and requires Heartland Energy to pay for energy actually generated and delivered at fixed rates that escalate over the term of the agreement.

Heartland Energy also contracts with its customers to use their gas, oil and diesel-fired generating units to provide supplemental and reserve power supply. The total generating capacity of the customer-owned generating units is approximately 27 MW.

Heartland Energy has no plans to add additional generating resources to its power supply system during the next ten years.

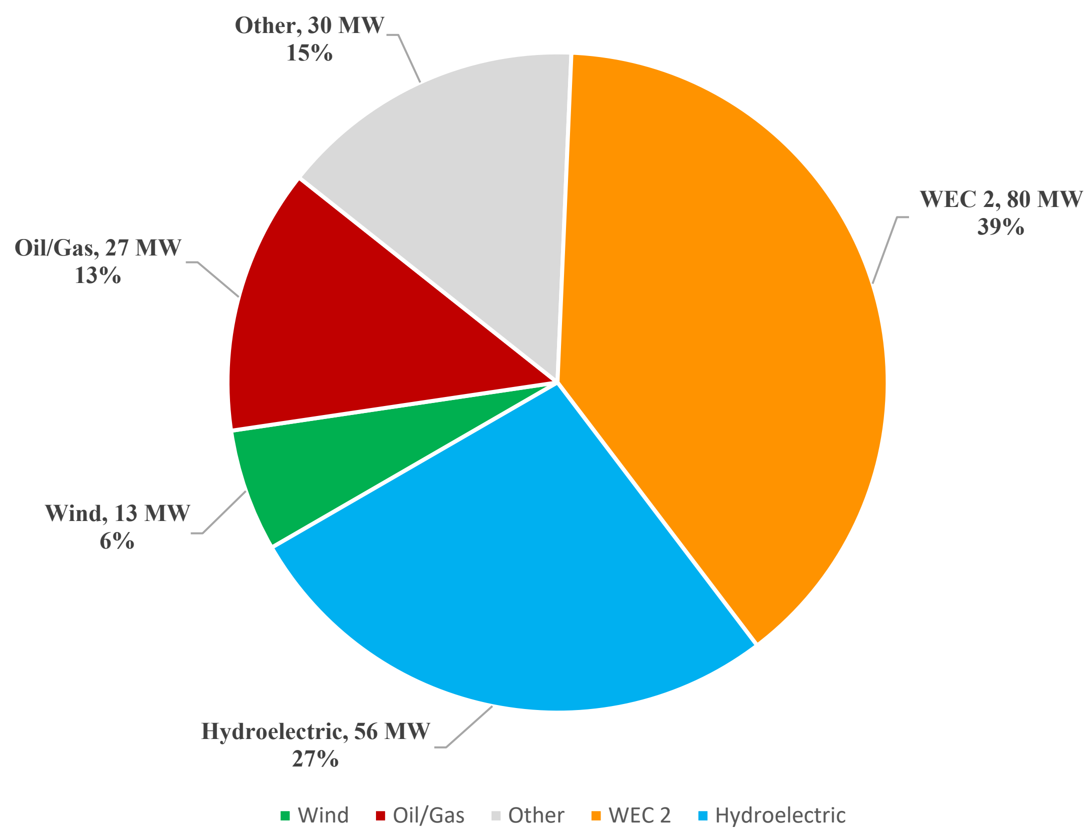
The following table summarizes Heartland Energy's power supply resources as of the date of this Official Statement:

RESOURCE	CAPACITY AVAILABLE TO HEARTLAND ENERGY	PRIMARY ENERGY SOURCE
WAPA(1)	84 MW	Hydroelectric
Whelan Energy Center Unit 2(2)	80 MW	Coal
Wessington Springs Wind(3)	51 MW	Wind
Market Purchases	50 MW	Other
Total Requirements Committed Facilities	27 MW	Oil/Gas

(1) Customer WAPA allocation.
(2) Nameplate capacity. Includes 20 MW sold to NIMECA.
(3) Nameplate capacity. Includes 10 MW sold to MEAN.

CAPACITY SOURCES

The following pie chart shows the capacity of Heartland Energy's power supply resources in megawatts and as a percentage of Heartland Energy's total power supply.



SUMMARY FINANCIAL AND OPERATING INFORMATION

The financial and operating information presented below is shown for the fiscal years of Heartland Energy ended December 31.

FIVE LARGEST CUSTOMERS
(2023)

Customer	Energy Sales (MWh)	Revenues for Most Recent Fiscal Year	Percentage of Total Operating Revenue
New Ulm, MN	163,874	$12,667,986	23.45%
Madison, SD	52,543	4,608,213	8.53
Sioux Falls, SD	50,132	4,348,485	8.05
Volga, SD	54,717	4,040,277	7.48
Madelia, MN	38,155	3,302,590	6.11
Total	359,421	$28,967,551	53.62%

TOTAL ENERGY SALES

Total Sales (MWh)	2019	2020	2021	2022	2023
Power Sale Agreement Customers	460,299	443,642	463,777	488,997	481,625
Others[1]	368,164	384,821	364,686	364,102	281,818
Total	828,463	828,463	828,463	853,099	763,443

1 Other MWh sales include other contracts that are not part of Heartland Energy's W-1 or W-2 rate schedule that have shorter terms or fixed pricing and market energy sales in both MISO and SPP.

COINCIDENT PEAK DEMAND (MW)

2019	2020	2021	2022	2023
73	83	86	96	94

OPERATING REVENUES

Operating Revenues	2019	2020	2021	2022	2023
Customers	$38,968,012	$37,375,095	$38,189,278	$40,872,900	$40,871,531
Non-customers	7,186,197	8,976,058	9,448,613	14,130,916	11,674,269
Other Operating Revenue	652,314	221,957	208,889	801,262	1,474,800
Total	$46,806,523	$46,573,110	$47,846,780	$55,805,078	$54,020,600

SELECTED FINANCIAL INFORMATION

	2019	2020	2021	2022	2023
Operating Revenues	$46,806,523	$46,573,110	$47,846,780	$55,805,078	$54,020,600
Operating Expenses	43,007,219	44,272,465	44,540,264	50,438,630	51,203,828
Amount Available for Debt Service[1]	21,109,365	19,965,406	26,612,484	26,727,122	21,371,281
Debt Service Payments	$ 3,657,522	$ 3,990,187	$ 3,237,556	$ 3,237,109	$ 3,845,763
Bond Covenant Debt Service Coverage[1]	5.38x	5.00x	7.12x	8.26x	5.56x
Long-Term Debt[2]	$38,137,871	$38,198,296	$30,086,481	$27,075,191	$25,911,048
Net Position	$26,911,664	$26,038,392	$27,924,995	$31,869,412	$33,843,838

1 Amount Available for Debt Service includes net revenues, excluding depreciation expense, plus other moneys which may lawfully be applied to pay debt service, including the general reserve and rate stabilization funds. Amounts on deposit in the general reserve and rate stabilization funds are also included in the calculation of Bond Covenant Debt Service Coverage, as permitted by Heartland Energy's bond documents.

2 During 2018, Heartland Energy issued Electric System Taxable Revenue Bonds, Series 2018, in the amount of $32,855,000. The bonds were issued at a premium of $2,485,000 resulting in the amount of $35,340,000. The proceeds were used to make a prepayment to terminate a transmission service agreement. Heartland Energy refunded $20,375,000 of the Series 2018 in 2021 with proceeds from the issuance of Electric System Taxable Revenue Direct Purchase Bonds, Series 2021, in the amount of $16,830,000, and using existing resources.

City of Hastings, Nebraska
Hastings Utilities

General

The City of Hastings, Nebraska (the *"City"*) is empowered under the laws of the State of Nebraska to construct, purchase or otherwise acquire, maintain, extend or enlarge electric generating, transmission and distribution facilities. In the acquisition of property for the electric system, the City may exercise the power of eminent domain. Under Nebraska law, the City also has the power to provide for and secure the payment of the costs and expenses of purchasing, constructing or otherwise acquiring, extending or improving the electric system by pledging the revenues of the electric system for the payment of such costs and expenses.

Municipal generation of electrical power in the City commenced in 1901. The City has owned and operated a municipal electric generation and distribution system continually since that time. Major additions to the electric system were completed in 1958, 1968 and 1972. In February 1978 construction began on the Whelan Energy Center Unit 1, which was placed in commercial operation in July 1981.

The electric system serves a 56.5 square mile area composed of the 7.5 square mile area of the City, 48.75 square miles adjacent to the City within Adams County including the Village of Juniata, and 0.25 square miles of Clay County. The electric system's present service area was established by agreements with neighboring utilities, which agreements were approved by the NPRB. In accordance with Nebraska law, the City may, with the consent of the NPRB, expand its service area to include new customers in areas annexed by the City.

Management and Administration

Hastings Utilities is a public utility of the City. With respect to the electric system, the City Council has the power to (a) determine, fix and alter rates, (b) approve the budget and authorize certain expenditures. The Hastings Utilities Advisory Board reviews and advises the operation of Hastings Utilities, including the electric system. Its members are appointed by the Mayor for a five-year term upon the approval of the City Council. The City Council appoints the Manager of Utilities, who has day-to-day responsibilities for the operation of the electric system.

The Hastings Utilities' electric system has approximately 102 employees with an average tenure of over 12 years. The Whelan Energy Center has 74 employees with an average tenure of approximately 10 years. Approximately 40 additional City employees provide administrative and support services to Hastings Utilities.

Electric System

Hastings Utilities' electric transmission system is 115 kV with a single NPPD substation serving as a node on the network. Whelan Energy Center has two 115kV ties to NPPD that are shared as part of the 115KV loop, a 115kV tie to another Hastings Utility substation, and a 115kV NPPD system tie. A new 115 kV substation to provide additional 13.8 kV distribution capacity was placed in service during 1999. The addition of the 115 kV line and other improvements in 1995 completed a 115 kV loop around the City. The three 115 kV ties supply a loop feed 34.5 kV sub-transmission system within the City. A new 115 kV substation with additional 13.8 kV distribution capacity was placed in service in 2004. A new 115/34.5/13.8 kV substation, the North Denver Avenue Substation, was placed in service in 2006. The 115 kV Bypass substation was expanded in 2008, which included an additional NPPD tie. The 115 kV substation at the Whelan Energy Center was replaced in 2008. From 2008 to 2012 Hastings increased its interconnects to NPPD from 3 to 5.

The electric distribution and sub-transmission systems include the North Denver Avenue Station, eight major substations and the Don Henry Power Center. This distribution system has approximately 107 miles of rural lines operating at a voltage of 13.8 kV. The distribution system within the City consists of approximately 127 miles of 13.8 kV and 4.16 kV overhead lines and 75 miles of underground lines.

A major NPPD electrical substation facility is located in the City's electric system service area. The Hastings Utilities electric system is interconnected and operated for mutual support with other electric utilities in the region through this NPPD facility. The electric system's interconnections are at 115 kV at the NPPD and the Whelan Energy Center substations. These interconnections each have a capacity of in excess of 100 MW.

ELECTRIC RATES

The City has covenanted to fix, establish and collect rates and charges for electric energy that are adequate to pay debt service on all outstanding bonds, operation and maintenance expenses, all necessary repairs, replacements and renewals, all necessary working capital, and all payments to the Capital Improvement Fund required by the City's electric revenue bond ordinance. The City has sole jurisdiction to determine rates for electric energy service to consumers within its service area, and such rates are not subject to a prior referendum vote or regulation by any federal or state utility commission or similar agency.

Rates are established or changed by an ordinance adopted by the City Council. No public hearing is required before enactment. Rates established by ordinance become effective not less than 15 days after enactment.

Hastings Utilities evaluates its electric rate structure on a continuing basis with the objective of establishing rates consistent with operating needs and a sound financial position. Hastings Utilities hired a consultant to perform an Electric Cost of Service (COS) and Rate Design study in 2020. Rates were adjusted across rate classes based on the results of the COS. Hastings Utilities implemented a 1% electric rate increase from fiscal year 2021 through fiscal year 2024. Due to rising costs and the impacts of inflation, Hastings Utilities increased that rate adjustment to a total of 3% in fiscal year 2023 and 4% in fiscal year 2024.

Hastings Utilities also has an energy adjustment clause that it utilizes on a regular basis. Hastings Utilities has been able to provide its utility customers with the lowest possible rates while still producing a healthy debt service coverage required by any applicable ordinance or bond covenants.

SOURCES OF POWER AND ENERGY

Hastings Utilities presently meets its baseload power supply requirements under a long-term power supply arrangement with the Western Area Power Administration and from the Whelan Energy Center Unit 1 and the Project. Whelan Energy Center Unit 1 is owned and operated by Hastings Utilities, with supplemental and backup power provided by gas and fuel oil-fired generating units owned and operated by Hastings Utilities. See "THE PROJECT—Whelan Energy Center Operations".

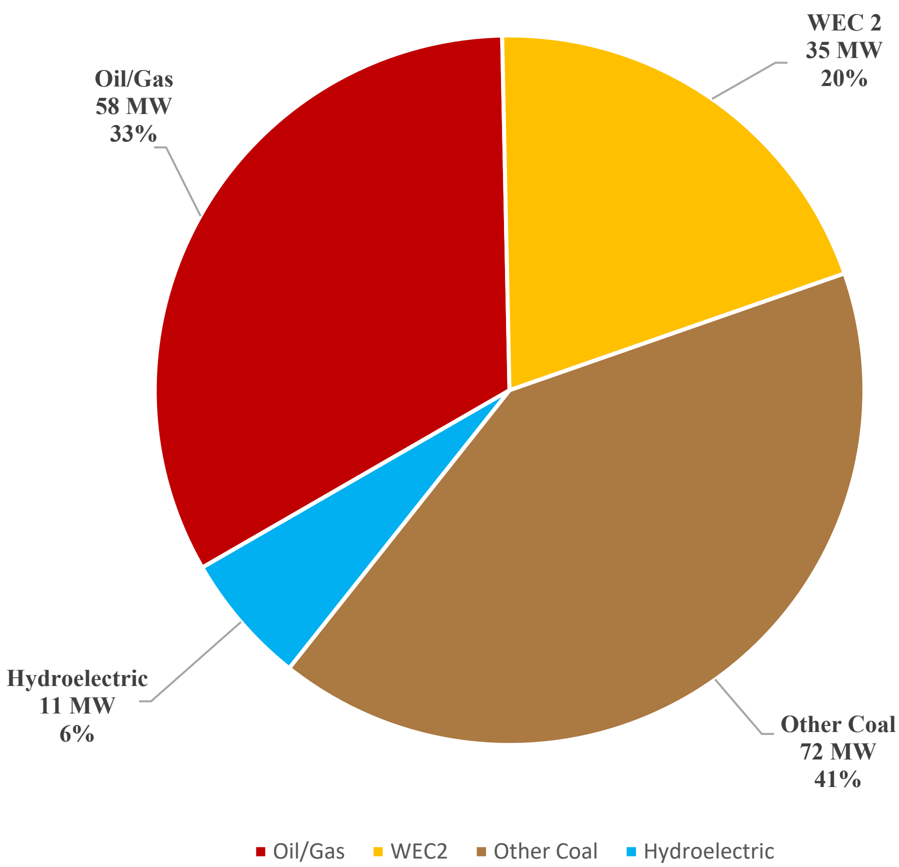
Hastings Utilities has an allocation of approximately 11 MW of on-peak power from WAPA that is generated by the Pick-Sloan Project on the Missouri River. This allocation of low-cost federal hydropower meets approximately 6% of Hastings Utilities' electric loads.

Hastings Utilities has a 15.91% Entitlement Share in the Project, which equates to an approximate Capacity Share of 35 MW. See "THE PROJECT" and "THE PARTICIPANTS".

Hastings Utilities owns two natural gas-fired generators and a gas-fired peaking unit with a total generating capacity of 58 MW. These generating units provide supplemental, standby and firming power supply for system operations.

CAPACITY SOURCES

The following pie chart shows the capacity of Hastings Utilities' power supply resources in megawatts and as a percentage of Hastings Utilities' total power supply.



SUMMARY FINANCIAL AND OPERATING INFORMATION

The financial and operating information presented below is shown for the fiscal years of Hastings Utilities ended September 30th.

5 LARGEST RETAIL ELECTRIC CUSTOMERS
(2023)

Customer	Energy Sales (MWh)	Revenues for Most Recent Fiscal Year	Percentage of Total Operating Revenue
AG Processing Inc.	99,362	$5,884,672	10.51%
Noah's Ark Processors	8,710	606,428	1.08
Mary Lanning Hospital	8,626	576,688	1.03
Flanders Provision Co, LLC	6,731	461,596	0.82
JM Eagle	6,679	458,393	0.82
Total	130,108	$7,987,777	14.26%

NUMBER OF CUSTOMERS BY CLASS

Type of Customer	2019	2020	2021	2022	2023
Residential	11,101	11,227	11,311	11,339	11,419
Commercial	2,419	2,398	2,414	2,444	2,464
Industrial	39	37	37	38	39
Wholesale	1	1	1	1	1
Total	13,560	13,663	13,763	13,822	13,923

TOTAL ENERGY SALES BY CUSTOMER CLASS

Total Sales (MWh)	2019	2020	2021	2022	2023
Residential	110,539	112,291	111,616	112,201	113,906
Commercial	106,889	106,364	109,266	113,254	114,007
Industrial	208,781	203,388	208,053	207,815	195,185
Wholesale	164,791	130,661	184,488	238,360	225,776
Total	591,000	552,704	613,423	671,630	648,874

SYSTEM LOAD (MW)

	2019	2020	2021	2022	2023
Peak Demand	89.4	85.3	92.7	90.2	91.3
Average Demand	48.9	48.4	49.8	50.5	49.0

OPERATING REVENUES BY CUSTOMER CLASS

Operating Revenues	2019	2020	2021	2022	2023
Residential	$11,551,619	$11,540,438	$11,950,855	$12,029,914	$12,528,865
Commercial	10,317,210	10,159,792	10,199,006	10,818,448	11,189,487
Industrial	14,467,286	14,298,038	13,555,913	13,371,243	13,073,165
Wholesale[4]	5,084,519	2,166,395	18,833,635	26,442,835	19,226,948
Total	$41,420,634	$38,164,663	$54,539,409	$62,662,440	$56,018,465

SELECTED FINANCIAL INFORMATION

	2019	2020	2021	2022	2023
Operating Revenues	$ 41,420,634	$ 38,164,663	$54,539,409	$62,662,440	$56,018,465
Operating Expenses[1]	$ 34,989,527	$ 34,202,155	$36,277,714	$54,687,418	$53,479,842
Amount Available for Debt Service[2 & 3]	--	--	--	--	--
Debt Service Payments	$ 4,096,288	--	--	--	--
Debt Service Coverage[3]	--	--	--	--	--
Long-Term Debt	--	--	--	--	--
Net Position	$110,636,017	$109,616,761	$121,910,024	$124,237,005	$125,025,943

1 Operating Expenses excludes depreciation expense.

2 Amount Available for Debt Service includes net revenues, excluding depreciation and amortization expenses, plus other available moneys under Hastings Utilities' bond documents and ordinances.

3. Hastings Utilities made the final debt service payment related to the Electric Department during fiscal year end September 30, 2019. Therefore, the amount available for debt service and the debt service coverage ratio are not applicable.

4. Prior to 2022, wholesale operating revenues included the net income received from SPP (sales less purchases). Beginning in 2022, gross sales from SPP were included in wholesale operating revenues and purchases from SPP were included in purchase power as part of operating expenses. This accounts for the large increase in both operating revenues and operating expenses beginning in 2022.

CITY OF GRAND ISLAND, NEBRASKA
GRAND ISLAND UTILITIES

GENERAL

The City of Grand Island (the *"City"*) is authorized under the laws of the State of Nebraska to construct, purchase or otherwise acquire, maintain, extend or enlarge generating, transmission and distribution facilities such as those comprising its electric system. In the acquisition of property for the electric system, the City may exercise the power of eminent domain. Under Nebraska law, the City also has the power to issue revenue bonds to provide for the payment of the costs and expense of purchasing, constructing or otherwise acquiring, extending or improving its electric system and to secure such bonds by pledging the revenues of the electric system.

The electric system is operated under the direction of the Mayor and City Council. Grand Island Utilities is the public utility of the City. The City Council has the power to determine, fix and alter rates charged by the electric system and to authorize expenditures therefor. The Utilities Director has day-to-day responsibility for the operation of the electric system.

ELECTRIC SYSTEM

Grand Island Utilities' electric system serves over 26,000 customers in an area of approximately 82 square miles, composed of over 26 square miles within the City and certain developed and rural areas adjacent to the City within Hall County and a small portion of Merrick County. The electric system's present service area was established by agreements with neighboring utilities, which agreements were approved by the NPRB. In accordance with Nebraska law, the City may, with the consent of the NPRB, expand its service area to include new customers in areas annexed by the City.

Grand Island Utilities owns and maintains 35 miles of 115 kV transmission facilities. Nine substations are connected at 115 kV for a combination of distribution, generation, and interconnection duty. Ten miles of the transmission circuits make five interconnections with NPPD at four of Grand Island Utilities' substations. Generation is connected at substation H for Burdick Station and substation D for Platte Generating Station. There are a total of 37.6 miles of transmission lines.

ELECTRIC RATES

Rates are established or changed by ordinance adopted by the Grand Island City Council. No public hearing is required before enactment. Rates established by ordinance become effective 15 days after enactment. A power cost adjustment clause in the City's rate schedule provides for recovery of variable production costs, without specific action by the City Council.

Under the current rate structure, customers are assigned to one of six applicable rate schedules. These schedules are coordinated to provide consistency in rate assignments. The City evaluates its rate structure on a continuing basis with the objective of establishing rates to meet operating needs and to maintain a sound financial position. New rates have been approved for fiscal year 2025 which will include three new rate options. These include Co-Generation Standby, Economic Development, and Interruptible Service rates.

SOURCES OF POWER AND ENERGY

In addition to PPGA, Grand Island Utilities presently meets its baseload power supply requirements under long-term power purchase arrangements with WAPA and OPPD, and the Platte Generating Station, which is owned and operated by Grand Island Utilities, with supplemental and backup power provided by gas and fuel oil-fired generating units owned and operated by Grand Island Utilities. Grand Island Utilities also receives power from Invenergy (Prairie Breeze III) and NPPD via shares in four different wind facilities.

Grand Island Utilities has an allocation of approximately 9 MW of on-peak power from WAPA that is generated by the Pick-Sloan Project on the Missouri River. This allocation of low-cost federal hydropower meets approximately 3% of Grand Island Utilities' electric loads.

The Platte Generating Station consists of a single steam turbine generator with a net accredited rating of 100 MW. Construction on this unit was completed in 1982. The unit's steam generator is designed to use western low-sulfur, sub-bituminous, pulverized coal. Makeup water for the plant is supplied by either on-site wells or the City's Platte River wellfield. The 320 acre site is located two miles south of the City and is sized for additional facilities. Upgrades were made to the unit's environmental controls to meet the EPA's Mercury and Air Toxics Standards and CSAPR programs in 2014. The generator is tied to the 115 kV transmission system at substation D, also located on the plant site. The site's rail spur allows access to the Union Pacific Railroad for direct deliveries of fuel and equipment.

Under a Participation Power Agreement with OPPD, Grand Island Utilities has agreed to purchase approximately 5% (34 MW) of the output of OPPD's Nebraska City Station Unit No. 2 (*"NC2"*) and to pay an equal percentage of all of the capital, operating and fuel costs of NC2 on a take-or-pay basis. NC2 is a 680 MW coal-fired generating unit that was placed into commercial operation in May 2009. The Participation Power Agreement has an initial term of 40 years from the commercial operation date of NC2 and is subject to renewal for additional terms, up to the end of the useful life of NC2, at Grand Island Utilities' option.

Grand Island Utilities has a 6.82% Entitlement Share in the PPGA Project, which equates to an approximate Capacity Share of 15 MW. See "THE PROJECT" and "THE PARTICIPANTS".

Grand Island Utilities owns three gas and fuel oil-fired generating units at Burdick Station, ranging in size from 13 MW to 35 MW, and providing a total of 83 MW of generating capacity. These generating units provide supplemental, standby and firming power supply for system operations.

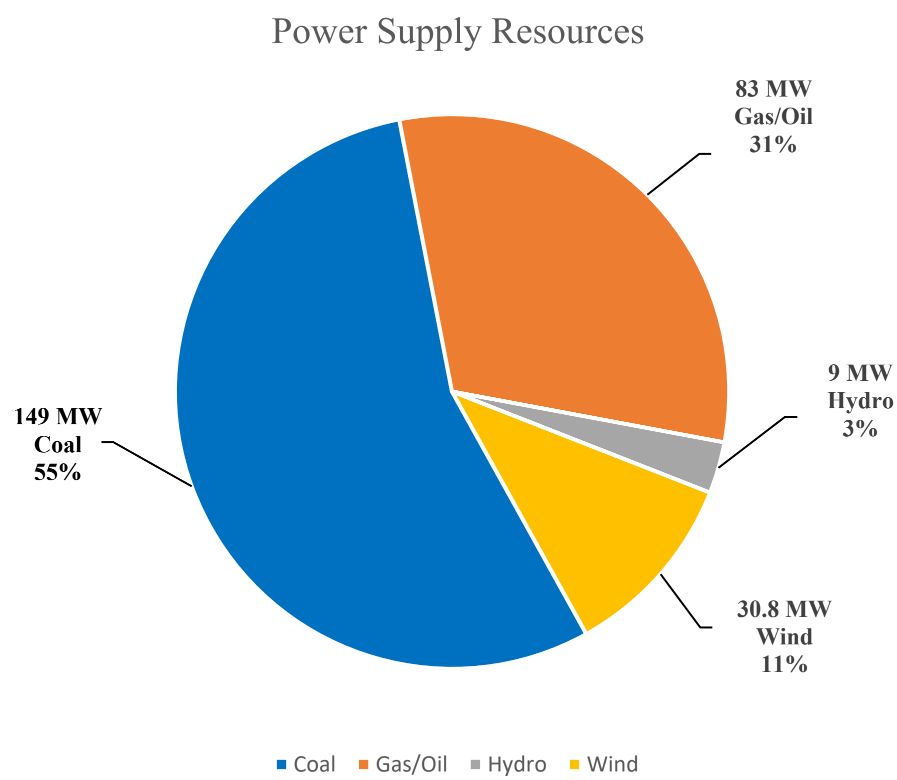
The City of Grand Island has entered into a power purchase agreement for all of the output of the Prairie Breeze Wind Energy III Project, a 35.8 MW wind farm located in Antelope County, Nebraska that commenced commercial operation in March 2016. The power purchase agreement extends for a term of 25 years from the commercial operation date of the wind farm and provides for Grand Island to pay scheduled amounts for the energy produced by the wind farm. Grand Island currently sells this energy into the SPP Integrated Market. Grand Island has entered into 25-year agreements with Nebraska City and the City of Neligh, Nebraska for the sale of 19.55% and 5.58%, respectively, of the renewable energy credits produced by the wind farm.

Additional agreements are in place with NPPD for 1MW from each of four wind generation facilities located at Elkhorn Ridge (Broomfield, Nebraska), Broken Bow (Broken Bow, Nebraska), Ainsworth (Ainsworth, Nebraska), and Laredo Ridge (Petersburg, Nebraska).

A new solar field with a generating capacity of approximately 9.9 MW is currently being constructed and is scheduled to be online in December 2024.

CAPACITY SOURCES

The following pie chart shows the capacity of Grand Island Utilities' power supply resources in megawatts and as a percentage of Grand Island Utilities' total power supply.



SUMMARY FINANCIAL AND OPERATING INFORMATION

The financial and operating information presented below is shown for the fiscal years of Grand Island Utilities ended September 30.

5 LARGEST RETAIL ELECTRIC CUSTOMERS
(2023)

Customer	Energy Sales (MWh)	Revenues for Most Recent Fiscal Year	Percentage of Total Operating Revenue
Swift & Co.	109,528	$5,827,342	6.19%
McCain Foods USA	22,712	1,243,087	1.36
CNH America	14,980	836,612	0.89
Lineage Logistics	13,482	715,279	0.76
Hornady Manufacturing	13,351	851,983	0.90
Total	174,679	$9,591,929	10.10%

Number of Customers by Class

Type of Customer	2019	2020	2021	2022	2023
Residential	22,279	22,357	22,495	22,573	22,751
Commercial	4,523	4,547	4,561	4,598	4,624
Industrial	94	93	94	92	93
Wholesale	1	1	1	1	1
Total	26,897	26,998	27,151	27,264	27,469

Total Energy Sales by Customer Class

Total Sales (MWh)	2019	2020	2021	2022	2023
Residential	217,070	222,923	219,728	222,231	228,435
Commercial	204,098	194,742	202,068	208,279	215,866
Industrial	302,570	290,979	289,585	295,260	290,113
Wholesale	998,221	861,936	782,111	905,895	832,713
Total	1,721,959	1,570,580	1,493,492	1,631,665	1,567,127

System Load (MW)

	2019	2020	2021	2022	2023
Peak Demand	161.1	152.6	161.8	164.3	173.9
Average Demand	83.0	80.7	84.7	82.9	87.4

Operating Revenues by Customer Class

	2019	2020	2021	2022	2023
Residential	$20,169,638	$22,033,045	$ 21,205,728	$ 22,086,041	$22,394,577
Commercial/Industrial	39,509,736	40,419,110	39,797,451	42,112,511	42,057,641
Wholesale	24,495,994	16,170,324	67,713,490	37,256,291	24,695,564
Municipal and Interdepartmental	1,875,645	1,958,443	1,975,924	2,048,447	1,998,937
Other	535,015	938,015	903,449	1,777,260	3,068,968
Total	$86,586,028	$81,518,937	$131,596,042	$105,280,550	$94,215,687

SELECTED FINANCIAL INFORMATION

	2019	2020	2021	2022	2023
Operating Revenues	$86,586,028	$81,518,937	$131,596,042	$105,280,550	$94,215,687
Operating Expenses	89,105,909	83,824,142	121,224,622	104,761,679	97,617,829
Amount Available for Debt Service[1]	10,895,948	11,278,103	23,148,207	13,405,540	10,425,575
Debt Service Payments	4,803,450	4,808,550	4,120,380	4,120,294	4,119,362
Debt Service Coverage	2.26x	2.34x	5.61x	3.25x	2.53x
Long-Term Debt	36,573,807	32,982,215	27,220,000	23,435,000	19,630,000
Net Position	$170,522,063	$167,747,562	$176,059,791	$175,585,789	$169,316,666

1 Amount Available for Debt Service excludes depreciation and amortization charges.

NEBRASKA CITY, NEBRASKA
NEBRASKA CITY UTILITIES

GENERAL

Nebraska City, Nebraska (the *"City"*) has a commission form of government, with a Mayor, Finance Commissioner, Public Works Commissioner, Street Commissioner and Parks Commissioner, all elected at large. The City owns Nebraska City Utilities, which consists of the City's electric, natural gas, water and wastewater systems.

By ordinance, the Board of Public Works is designated to manage, operate and maintain Nebraska City Utilities. There are five members of the Board of Public Works. Each member is appointed to a five-year term, with one member position due for appointment or reappointment each year. An appointment is brought to the City Commission by the Mayor and voted on by the full Commission.

The Board of Public Works hires the General Manager of the Nebraska City Utilities. Other staff hiring is made by the General Manager or by other staff as he may designate.

ELECTRIC SYSTEM

Nebraska City Utilities' electric service territory includes the City, as well as several villages in Otoe County, Lancaster County and Nemaha County, Nebraska. The villages located in Otoe County include: Dunbar, Lorton, Otoe, Unadilla, Palmyra, and Douglas. The City of Bennet is located in Lancaster County and the villages of Julian and Brock are located in Nemaha County. In addition, Nebraska City Utilities provides electric supply at wholesale to the Village of Talmage in Otoe County. Nebraska City Utilities also serves many farm customers along its rural distribution lines between the villages that it serves as well as various spur lines within the counties.

ELECTRIC RATES

The Board of Public Works recommends Nebraska City Utilities' electric rate schedule and rate regulation to the City Commission. All rate schedules are in ordinance form when approved by the City Commission along with various service conditions that apply for each rate. No public hearing is required before enactment. Rates established in ordinance form become effective 30 days after enactment. Rates are in the form of (i) residential, urban and rural, (ii) business, urban and rural, (iii) intermediate business, urban and rural, (iv) large business, as well as (v) municipal wholesale. For classification purposes, there are four classes: residential, business, industrial and wholesale. In 2023, Nebraska City completed a cost of service study for its electric operations, and the City Commission approved an average 2.5% increase in electric rates effective October 2023.

SOURCES OF POWER AND ENERGY

Nebraska City Utilities presently meets its base load power supply requirements under a long-term power purchase arrangement with the Western Area Power Administration, from its interest in Omaha Public Power District's NC2 station and under a PPA with Public Power Generation Agency. Supplemental and backup power is provided by generating units owned and operated by Nebraska City Utilities.

Nebraska City Utilities has an allocation of approximately 8 MW of on-peak and 2 MW of off-peak power from WAPA that is generated by the Pick-Sloan Project on the Missouri River. This allocation of low-cost federal hydropower meets 20-25% of Nebraska City Utilities' electric loads.

Under a Participation Power Agreement with OPPD, Nebraska City Utilities has agreed to purchase 1.67% (11 MW) of the output of OPPD's NC2 station and to pay an equal percentage of all of the capital, operating and fuel costs of NC2 on a take-or-pay basis. NC2 is a 684 MW coal-fired generating unit that was placed into commercial operation in May 2009. The Participation Power Agreement has an initial term of 40 years from the commercial operation date of NC2 and is subject to renewal for additional terms, up to the end of the useful life of NC2, at Nebraska City Utilities' option.

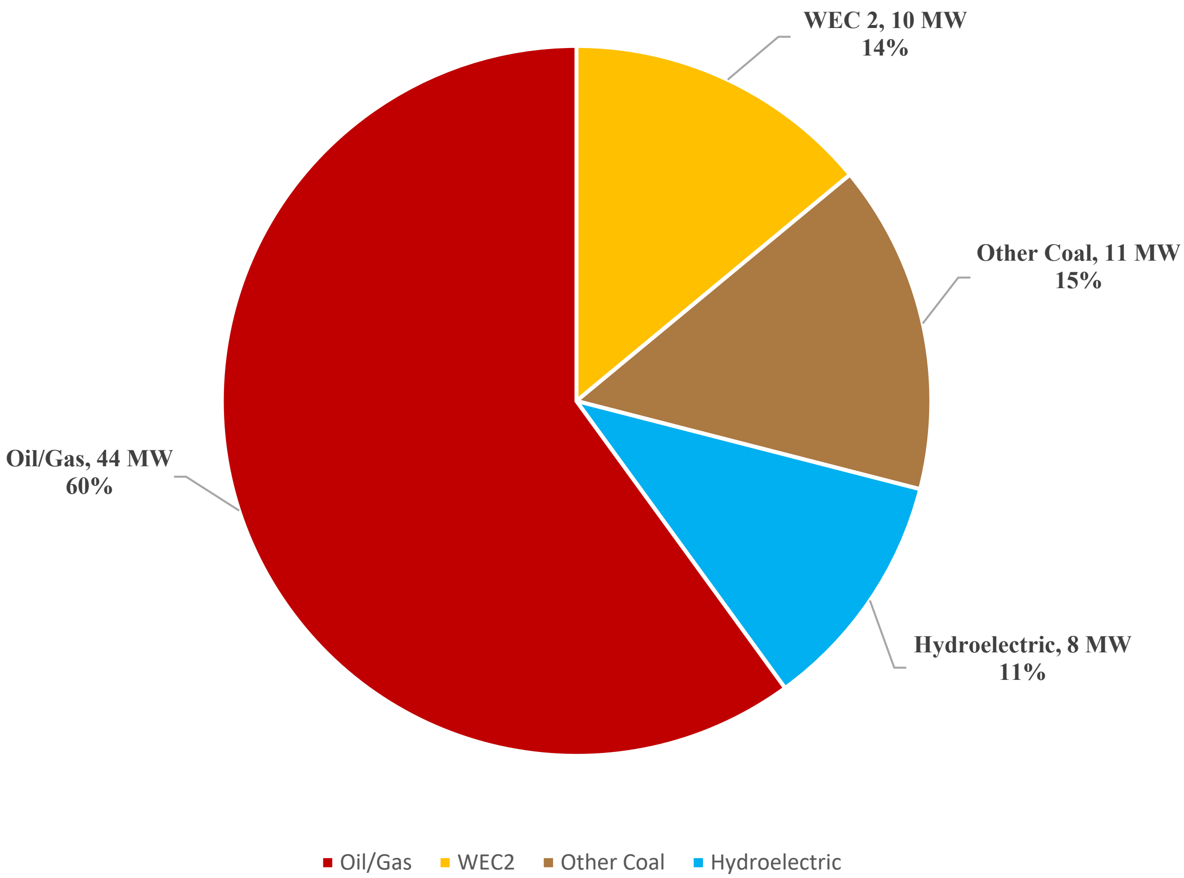
Nebraska City Utilities has a 4.55% Entitlement Share in the Project, which equates to an approximate Capacity Share of 10 MW. See "THE PROJECT" and "THE PARTICIPANTS".

Nebraska City Utilities owns eleven natural gas-fired and one fuel oil-fired generating units, ranging in size from 1.5 MW to 6.5 MW, and providing a total of 44 MW of generating capacity which would normally be run at 37 MW. These generating units provide supplemental, standby during loss of interconnect and firming power supply for system operations.

Nebraska City recently entered into an agreement with the City of Grand Island for the purchase of 19.55% of the renewable energy credits from the Prairie Breeze Wind Energy III Project, a 35.8 MW wind farm located in Antelope County, Nebraska that commenced commercial operation in March 2016. The purchase and sale agreement extends for a term of 25 years from the commercial operation date of the wind farm and provides for Nebraska City to pay scheduled amounts for the renewable energy credits delivered to it.

CAPACITY SOURCES

The following pie chart shows the capacity of Nebraska City Utilities' power supply resources in megawatts and as a percentage of Nebraska City Utilities' total power supply.



SUMMARY FINANCIAL AND OPERATING INFORMATION

The financial and operating information presented below is shown for the fiscal years of Nebraska City Utilities ended September 30.

5 LARGEST RETAIL ELECTRIC CUSTOMERS
(2023)

Customer	Energy Sales (MWh)	Revenues for Most Recent Fiscal Year	Percentage of Total Operating Revenue
Cargill	21,741	$1,893,818	11.4%
Honeywell	8,498	774,783	4.7
Magellan	3,989	456,049	2.7
CHI St. Mary's Hospital	4,423	408,079	2.5
Nebraska City Public Schools	3,807	394,835	2.4
Total	42,457	$3,927,564	23.6%

NUMBER OF CUSTOMERS BY CLASS

Number of Customers	2019	2020	2021	2022	2023
Residential	4,824	4,855	4,842	4,853	4,887
Commercial	931	912	903	905	912
Industrial	33	32	32	33	33
Wholesale	1	1	1	1	1
Total	5,789	5,800	5,778	5,792	5,833

TOTAL ENERGY SALES BY CUSTOMER CLASS

Total Sales (MWh)	2019	2020	2021	2022	2023
Residential	56,106	56,322	56,307	56,274	56,735
Commercial	32,995	31,243	31,348	31,433	31,773
Industrial	63,600	57,321	56,984	54,937	55,798
Wholesale	33,905	22,790	20,010	29,407	13,092
Total	186,606	167,676	164,649	172,051	157,398

SYSTEM LOAD (MW)

	2019	2020	2021	2022	2023
Peak Demand	33.1	31.8	34.0	34.1	36.2
Average Demand	18.7	18.1	18.2	18.4	18.1

OPERATING REVENUES

Operating Revenues	2019	2020	2021	2022	2023
Residential	$ 5,982,292	$ 5,849,774	$ 6,737,958	$ 7,190,959	$ 7,235,464
Commercial	3,376,251	3,038,648	3,519,909	3,716,427	3,767,688
Industrial	5,033,146	4,298,701	5,139,081	5,191,108	5,251,265
Wholesale	166,252	143,597	166,454	185,816	180,844
Other	164,045	114,373	154,963	121,826	76,314
Total	$14,721,986	$13,445,093	$15,718,365	$16,406,136	$16,511,575

SELECTED FINANCIAL INFORMATION

	2019	2020	2021	2022	2023
Electric Operating Revenues[1]	$14,668,968	$13,510,745	$15,865,487	$16,483,139	$16,558,566
Electric Operating Expenses[2]	11,176,914	11,218,842	12,904,914	11,932,309	12,683,612
Amount Available for Debt Service[3]	3,674,183	2,105,435	2,618,329	2,609,672	2,482,171
Debt Service Payments[3]	342,958	340,751	333,322	276,786	275,556
Debt Service Coverage[3]	10.71x	6.18x	7.86x	9.43x	9.01x
Long-Term Debt	3,634,305	3,409,855	3,162,223	2,916,446	2,669,437
Net Position	$59,287,178	$58,678,268	$58,565,435	$58,413,543	$58,065,359

1 Electric Operating Revenues includes revenues solely from electric system operations.

2 Electric Operating Expenses does not include general and administrative, depreciation, payments in lieu of taxes, or interest expense.

3 Amount available for Debt Service, Debt Service Payments, Debt Service Coverage, Long-Term Debt and Net Position includes electric, gas, water and sewer operations

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

The statements under this caption relating to the Resolution constitute a summary and do not purport to be complete. This summary is qualified in its entirety by express reference to the Resolution. Certain provisions of the Resolution are also described under "THE 2024 SERIES A BONDS" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" in the Official Statement.

CERTAIN DEFINITIONS

"Accountant's Certificate" shall mean a certificate signed by an independent certified public accountant or a firm of independent certified public accountants of national reputation, who may be the accountant or firm of accountants who regularly audit the books of the Agency.

"Act" shall mean the Interlocal Cooperation Act, Sections 18-801 *et seq.*, Reissue Revised Statutes of Nebraska, 1997, as heretofore and hereafter amended from time to time.

"Agency" shall mean the Public Power Generation Agency, a public body corporate and politic of the State created pursuant to the Act, its successors and their assigns.

"Annual Budget" shall mean the annual budget, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in the Resolution.

"Authorized Officer of the Agency" shall mean the Chair, Vice Chair and Secretary-Treasurer of the Agency, or any other officer or employee of the Agency authorized to perform the act or sign the document in question. Any authorized representative of the Project Construction Manager under the Amended and Restated Project Construction Manager Agreement for Whelan Energy Center Unit 2 between Hastings Utilities and the Agency, dated October 13, 2006, as amended from time to time, shall constitute an Authorized Officer of the Agency for purposes of the Resolution.

"Bond" or *"Bonds"* shall mean any bond or bonds, as the case may be, authenticated and delivered under and Outstanding pursuant to the Resolution.

"Bondholder" or *"Holder of Bonds"* shall mean any person who shall be the registered owner of any Bond or Bonds.

"Bond Registrar" shall mean the Trustee and any other bank or trust company organized under the laws of any state or national banking association appointed by the Agency to perform the duties of Bond Registrar enumerated in the Resolution.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Construction Fund" shall mean the Construction Fund established in the Resolution.

"Credit Facility Reimbursement Obligation" shall have the meaning given to such term in the provisions of the Resolution summarized under "REIMBURSEMENT OBLIGATIONS" below.

"Debt Service Account" shall mean each Debt Service Account in the Debt Service Fund established in the Resolution.

"Debt Service Fund" shall mean the Debt Service Fund established in the Resolution.

"Debt Service Reserve Account" shall mean each Debt Service Reserve Account in the Debt Service Fund established in the Resolution pursuant to a Supplemental Resolution.

"Defeasance Securities" shall mean any of the following which are not subject to redemption at the option of anyone other than the holder thereof (except as provided in clause (v) below):

(i) Any Government Obligations.

(ii) To the extent not constituting Government Obligations, obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration, Federal Home Loan Mortgage Association, Export Import Bank of the United States, United States Postal Service, or any other agency or instrumentality of the United States of America or any corporation wholly owned by the United States of America, which obligations are not subject to redemption prior to maturity at the option of anyone other than the Holder thereof.

(iii) Obligations of the Federal National Mortgage Association.

(iv) Any evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in clause (i), (ii) or (iii) hereof held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the obligations described in clause (i), (ii) or (iii) hereof, as the case may be, and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

(v) 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 (a) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice, (b) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i), (ii) or (iii) hereof 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 (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i), (ii) or (iii) hereof which have been deposited in such fund along with any cash on deposit in such fund is sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (v) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (v), as appropriate.

(vi) Any agreements with insurance companies or other financial institutions, or subsidiaries or affiliates thereof (hereinafter in this clause (vi) referred to as "Providers"), (a) whose outstanding unsecured senior indebtedness or claims-paying ability, as the case may be, shall be rated, or who shall have a "financial programs rating" or other equivalent rating, in the highest whole rating category, without regard to any qualifier, by each Rating Agency or (b) whose obligations under such agreements or contracts shall be unconditionally guaranteed by another insurance company or other financial institution, or subsidiary or affiliate thereof, whose outstanding unsecured senior indebtedness or claims-paying ability, as the case may be, shall be rated, or who shall have a "financial programs rating" or other equivalent rating, in the highest whole rating category, without regard to any qualifier, by each Rating Agency, pursuant to which agreements or contracts the Provider shall be absolutely, unconditionally and irrevocably obligated to repay the moneys invested by the Agency and interest thereon at a guaranteed rate, without any right of recoupment, counterclaim or set off. The Provider may have the right to assign its obligations under any such agreement to any other insurance company or other financial institution, or subsidiary or affiliate thereof; provided, however, that such assignee also shall be an insurance company or other financial institution, or subsidiary or affiliate thereof, satisfying the requirements set forth in either subclause (a) or subclause (b) of the preceding sentence.

(vii) Any obligations that would result in the rating of the relevant defeasance escrow in the highest whole rating category, without regard to any qualifier, by each Rating Agency.

(viii) With respect to any Bonds, any other obligations specified in the Supplemental Resolution authorizing such Bonds.

"Depositary" shall mean any bank or trust company organized under the laws of any state of the United States or any national banking association selected by the Agency and approved in writing by the Trustee (which approval shall not be unreasonably withheld) as a depositary of moneys and securities held under the provisions of the Resolution, and may include the Trustee, provided that if the Trustee shall fail to provide such approval, it shall deliver to the Agency a statement of its reasons for such failure.

"Enhancement Facility" shall mean any letter of credit, standby purchase agreement, line of credit, policy of bond insurance, surety bond, guarantee or similar instrument, or any other agreement, securing, providing liquidity for, supporting or enhancing Outstanding Bonds or Subordinated Indebtedness, or any combination of the foregoing, or any agreement relating to the reimbursement thereof whether or not such instrument or agreement has been drawn upon, obtained by the Agency.

"Event of Default" shall have the meaning given to such term in the Resolution.

"Fiduciary" or *"Fiduciaries"* shall mean the Trustee, the Bond Registrar, the Paying Agents and the Depositaries, or any or all of them, as may be appropriate.

"Fiscal Year" shall mean the then current annual accounting period of the Agency for its general accounting purposes.

"Fitch" shall mean Fitch, Inc., its successors and assigns and if such corporation shall be dissolved or liquidated or shall not longer issue ratings on obligations similar to the Bonds, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's or S&P) designated by the Agency, by written notice to the Trustee.

"Fuel Hedge" shall mean a price hedging arrangement entered into by the Agency with respect to its fuel costs.

"Funds" or *"Accounts"* shall mean the funds or accounts, including subaccounts, established pursuant to the Resolution.

"Generally Accepted Accounting Principles" shall mean accounting principles, methods and terminology followed and construed, as nearly as practicable, in conformity with the pronouncements of the Financial Accounting Standards Board or the Governmental Accounting Standards Board, as determined by the Agency.

"General Reserve Account" shall mean the General Reserve Account in the General Reserve Fund established in the Resolution.

"General Reserve Fund" shall mean the General Reserve Fund established in the Resolution.

"Interest Payment Date" shall mean for a Series of Bonds, each interest payment date therefor, commencing on such date, as shall be specified therefor in the Supplemental Resolution authorizing such Bonds.

"Investment Securities" shall mean and include any investments that are at the time legal for investment of the Agency's funds and are allowed pursuant to the Agency's investment policy, if any, as in effect on the date of such investment.

"Liquidity Facility Reimbursement Obligation" shall have the meaning given to such term in the provisions of the Resolution summarized under "REIMBURSEMENT OBLIGATIONS" below.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer issue ratings on obligations of a type similar to the Bonds, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Fitch) designated by the Agency, by written notice to the Trustee.

"Operating Expenses" shall mean all actual maintenance and operation costs of the Project incurred by the Agency in any particular Fiscal Year or period to which said term is applicable or charges made therefor during such Fiscal Year or period, but only if such charges are made in conformity with Generally Accepted Accounting Principles, including amounts reasonably required to be set aside in reserves for items of Operating Expenses the payment of which is not then immediately required.

Operating Expenses include, but are not limited to, expenses for ordinary repairs, renewals and replacements of the Project; salaries and wages; employees' health, hospitalization, pension and retirement expenses; fees for services, materials and supplies; rents, administrative and general expenses; insurance expenses; legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services; taxes (except as set forth in the following paragraph); payments in lieu of taxes and other governmental charges; amounts payable under Enhancement Facilities pursuant to the Resolution; fuel costs, including the transportation and storage of fuel; net payments under Fuel Hedges, other than Settlement Amounts relating thereto; costs of purchased power and transmission service, if any; and any other current expenses or obligations required to be paid by the Agency under the provisions of the Resolution or by law, all to the extent properly allocable to the Project; and the fees and expenses of the Fiduciaries.

Operating Expenses do not include depreciation or obsolescence charges or reserves therefor; amortization of intangibles or other bookkeeping entries of a similar nature; interest charges and charges for the payment of principal, or amortization, of bonded or other indebtedness of the Agency; any payments under a Qualified Hedge Agreement; any Settlement Amounts payable under a Fuel Hedge; unrealized gains and losses from investments, Qualified Hedge Agreements and Fuel Hedges; costs, or charges made therefor, for capital additions, replacements, betterments, extensions or improvements to or retirements from the Project which under Generally Accepted Accounting Principles are properly chargeable to the capital account or the reserve for depreciation; losses from the sale, abandonment, reclassification, revaluation or other disposition of any properties of the Project; or such property items, including taxes and fuel, which are capitalized pursuant to the then existing accounting practices of the Agency.

"Operating Fund" shall mean the Operating Fund established in the Resolution.

"Opinion of Counsel" shall mean an opinion in writing signed by an attorney or firm of attorneys (who may be counsel to the Agency) selected by the Agency.

"Outstanding," when used with reference to Bonds, shall mean, as of any date of calculation, Bonds theretofore or thereupon being authenticated and delivered under the Resolution except:

(i) Bonds cancelled by the Trustee at 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 to the maturity or redemption date, shall be held in trust under the Resolution and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in the Resolution or provision satisfactory to the Trustee shall have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Resolution, unless proof satisfactory to the Trustee is presented that any such first referenced Bonds are held by a bona fide purchaser in due course; and

(iv) Bonds deemed to have been paid as provided in the Resolution.

"Parity Obligations" shall mean (i) any net amount (other than any Settlement Amount) due to a Qualified Hedge Provider under a Qualified Hedge Agreement relating to Bonds; and (ii) any Reimbursement Obligation relating to Bonds to the extent determined by the Agency pursuant to the Resolution.

"Participant" shall mean each party to a Participation Agreement other than the Agency. The Participants currently are Municipal Energy Agency of Nebraska (NE), Heartland Consumers Power District (SD), Hastings Utilities acting for and on behalf of the City of Hastings (NE), the City of Grand Island (NE) and the City of Nebraska City (NE).

"Participation Agreement" shall mean each agreement entered into by and between the Agency and a Participant providing for the Agency to finance, own and operate the Project, for the Participant to pay the Agency's costs relating to the Project and entitling the Participant to a participation share of the capacity and output of the Project, as heretofore and hereafter amended and supplemented. The Participation Agreements currently consist of the Amended and Restated Participation Agreements dated as of October 5, 2006, by and between the Agency and each of Municipal Energy Agency of Nebraska (NE), Heartland Consumers Power District (SD), Hastings Utilities acting for and on behalf of the City of Hastings (NE), the City of Grand Island (NE) and the City of Nebraska City (NE).

"Paying Agent" shall mean 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 Resolution.

"Principal Installment" shall mean, as of any date of calculation and with respect to any Series, so long as any Bonds thereof are Outstanding, (i) the principal amount of Bonds of such Series due whether by their terms or at the option of the Holder on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in the Resolution 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, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments, plus such applicable redemption premiums, if any, 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" shall mean the Whelan Energy Center Unit 2 (*"WEC2"*), a nominally rated 220 MW coal-fired electric generating facility, the Whelan Energy Center transmission system, the Whelan Energy Center site, and all property, facilities, structures, land, water, fuel, and any rights or interests therein, together with any other property, facilities, structures, land, water, fuel and any rights or interests related to or in the furtherance of the foregoing, whenever acquired.

"Project Agreements" shall mean the Project Construction Manager Agreement and Project Operating Agent Agreement required by the Participation Agreements, and such other agreements as the Agency may from time to time determine to be Project Agreements for the purpose of the Resolution.

"Project Costs" shall mean (i) the Agency's costs, expenses and liabilities paid or incurred, or to be paid or incurred by the Agency, in connection with the planning, engineering, designing, acquiring, constructing, installing, financing, operating, maintaining, retiring, decommissioning and disposing of the Project or any part thereof, renewals, repairs, replacements, modifications and capital additions and betterments of and to the Project, and the obtaining of all governmental approvals, certificates, permits and licenses with respect thereto, including, but not limited to, any good faith or other similar payments or deposits; the cost of acquisition by or for the Agency of real and personal property or any interests therein; costs of physical construction and costs of

the Agency incidental to such construction or acquisition; costs of common facilities; costs of environmental control facilities; costs of litigation and judgments; costs of permits and regulatory approvals; costs of water supply and rights thereto; the cost of acquisition of initial fuel or fuel inventory and working capital and reserves therefor and working capital and reserves for reload fuel and for additional fuel inventories; the cost of any indemnity or surety bonds and premiums on insurance during construction; preliminary investigation and development costs; engineering fees and expenses; contractors' fees and expenses; the costs of labor, materials, equipment and utility services and supplies; legal and financial advisory fees and expenses; financing costs including, but not limited to, costs of issuance and premiums for municipal bond insurance; fees and expenses of the Fiduciaries; administration and general overhead expense and costs of keeping accounts and making reports required by the Resolution prior to or in connection with the completion of construction; amounts, if any, required by the Resolution to be paid into the Debt Service Account to provide, among other things, for interest on Bonds during construction or for such longer period of time as may be provided by Supplemental Resolution; amounts, if any, required to be paid into Rebate Accounts, if any, Debt Service Reserve Accounts, if any (including, but not limited to, the payment of costs, fees and expenses of providing a credit facility, insurance policy, surety bond, letter of credit or other support agreement or mechanism obtain by the Agency for deposit therein), the Operating Fund, the Reserve and Contingency Fund or the General Reserve Fund for any of the respective purposes thereof upon the issuance of any Series of Bonds; amounts, if any, required to be paid into the Subordinated Indebtedness Account to provide, among other things, for interest on Subordinated Indebtedness during construction or for such longer period of time as the Resolution or a Supplemental Resolution shall establish; payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Agency, including Bonds and Subordinated Indebtedness, incurred in respect of any of the foregoing, and initial working capital and reserves for any of the above items; and shall include reimbursements to the Agency for any of the above items theretofore paid by or on behalf of the Agency, (ii) the Agency's costs, expenses and liabilities paid or incurred, or to be paid or incurred by the Agency in connection with the acquisition, transportation and storage of fuel for the Project or any prepayments thereof or reserves therefor, (iii) working capital and reserves therefor, and (iv) Settlement Amounts.

It is intended that this definition of Project Costs be broadly construed to encompass all costs, expenses and liabilities of the Agency related to the Project and the financing thereof which on the date of adoption of the Resolution or in the future shall be permitted to be funded with the proceeds of Bonds pursuant to State law.

"Prudent Utility Practice" shall mean at a particular time any of the practices, methods and acts, which, in the exercise of reasonable judgment in the light of the facts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. In evaluating whether any manner conforms to Prudent Utility Practice, the parties shall take into account the nature of the Agency under the laws of the State and the statutory duties and responsibilities thereof.

"Qualified Hedge Agreement" means, to the extent from time to time permitted by law, with respect to any Series of Bonds or Subordinated Indebtedness, any financial arrangement (i) which is entered into by the Agency with an entity that is a Qualified Hedge Provider at the time the arrangement is entered into, (ii) which is a cap, floor or collar, forward rate, future rate, swap (such swap may be used in an amount equal either to the principal amount of such Series of Bonds or Subordinated Indebtedness as may be designated or a notional

principal amount relating to all or a portion of the principal amount of such Series of Bonds or Subordinated Indebtedness), asset, index, price or market linked transaction or agreement, or other exchange or rate protection transaction agreement, or similar transaction (however designated), or any combination thereof, or any option with respect to any of the foregoing, executed by the Agency, (iii) which has been designated as a Qualified Hedge Agreement with respect to such Series of Bonds or Subordinated Indebtedness in a written determination signed by a Authorized Officer of the Agency and delivered to the Trustee, and (iv) which contains such terms addressing the posting and holding of collateral, if any, and such other terms as may be determined by the Agency.

"Qualified Hedge Provider" means, subject to any higher ratings requirement imposed by the Supplemental Resolution under which a Series of Bonds or Subordinated Indebtedness is issued, an entity whose rating with respect to its senior, long term, unsecured debt obligations or deposits, or whose financial program, counterparty, or claims paying ability ratings, at the time of the execution of a Qualified Hedge Agreement, is at least in the third highest whole rating category, without regard to any qualifier, by each Rating Agency (or whose payment obligations under such Qualified Hedge Agreement are guaranteed or insured by such an entity); provided, however, that in the event such entity (or guarantor or insurer, as applicable) shall fail to maintain the foregoing rating, the Qualified Hedge Agreement shall provide for such entity (or guarantor or insurer, as applicable) to post collateral in the form of Investment Securities in respect of any Settlement Amount that may become due to the Agency under the terms of the Qualified Hedge Agreement, such Settlement Amount and the value of any posted collateral to be determined with such frequency as the Agency may determine.

"Rate Stabilization Account" shall mean the Rate Stabilization Account established in the General Reserve Fund pursuant to the Resolution.

"Rating Agency" shall mean, at any particular time, each of Fitch, Moody's and S&P who is maintaining a rating on the Bonds at the request of the Agency.

"Rebate Account" shall mean, with respect to a Series of Bonds, the Rebate Account established in the Revenue Fund pursuant to the Resolution.

"Redemption Price" shall mean, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or the Resolution.

"Refunding Bonds" shall mean all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance pursuant to the Resolution, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Resolution.

"Reimbursement Obligation" shall have the meaning given to such term in the provisions of the Resolution summarized under "REIMBURSEMENT OBLIGATIONS" below.

"Reserve and Contingency Fund" shall mean the Reserve and Contingency Fund established in the Resolution.

"Resolution" shall mean the Whelan Energy Center Unit 2 General Revenue Bond Resolution, as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms hereof.

"Revenue Fund" shall mean the Revenue Fund established in the Resolution.

"Revenues" shall mean (i) all payments received by the Agency pursuant to the Participation Agreements, (ii) all revenues, income, rents and receipts derived by the Agency from or attributable to the ownership and operation of the Project, including all revenues attributable to the Project or to the payment of the costs thereof received by the Agency under any contract for the sale of power, energy, transmission or other service from the Project or any part thereof or any contractual arrangement with respect to the use of the Project or any portion thereof or the services, output or capacity thereof, (iii) the proceeds of any insurance, including insurance covering business interruption loss relating to the Project, or of contractor's performance or guarantee bonds or other assurances of completion or levels of performance with respect thereto, (iv) the applicable portion of any condemnation awards in connection with the Project, (v) interest received on any moneys or securities held pursuant to the Resolution, and any net gains from any investment thereof, required to be paid into the Revenue Fund, all of clauses (i) through (v) above as determined in accordance with Generally Accepted Accounting Principles, and (vi) net receipts of the Agency under any Qualified Hedge Agreement entered into in connection with the operation of the Project or with respect to a Series of Bonds issued pursuant to the Resolution. Revenues shall not include amounts drawn on an Enhancement Facility with respect to a Series of Bonds except to the extent provided in the Supplemental Resolution authorizing such Series of Bonds.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer issue ratings on obligations of a type similar to the Bonds, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch or Moody's) designated by the Agency, by written notice to the Trustee.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance and identified pursuant to the General Bond Resolution or the Supplemental Resolution authorizing such Bonds as a separate Series (or, if so provided by such Supplemental Resolution, subseries) of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Resolution, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

"Settlement Amount" means the amount, if any, that may become due from a party under a Qualified Hedge Agreement or Fuel Hedge, other than scheduled payments thereunder. Where a Settlement Amount is to be amortized pursuant to the terms of a Qualified Hedge Agreement or Fuel Hedge, the term "Settlement Amount" shall refer to any amortizing payments of such Settlement Amount that are then due and payable.

"Sinking Fund Installment" shall mean with respect to a Series of Bonds issued pursuant to the Resolution, an amount so designated which is established pursuant to the Resolution.

"State" shall mean the State of Nebraska.

"Subordinated Indebtedness*"* shall mean any evidence of debt referred to in, and complying with, the provisions of the Resolution.

"Subordinated Indebtedness Account" shall mean the Subordinated Indebtedness Account in the Debt Service Fund established in the Resolution.

"Subordinated Obligations" shall mean (i) any net amount due to a Qualified Hedge Provider under a Qualified Hedge Agreement relating to Subordinated Indebtedness, (ii) any Reimbursement Obligation relating to Subordinated Indebtedness to the extent determined by the Agency pursuant to the Resolution, (iii) any Settlement Amount due to a Qualified Hedge Provider under a Qualified Hedge Agreement relating to Bonds, (iv) any Reimbursement Obligation relating to Bonds to the extent determined by the Agency pursuant to the Resolution, and (v) any Settlement Amount due to a provider of a Fuel Hedge.

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of the Resolution, adopted by the Agency in accordance with the Resolution.

"Tax Agreement" shall mean the tax compliance agreement or similar agreement executed by the Agency in connection with the issuance of a Series of Bonds, the interest on which is intended to be excluded from gross income for Federal income tax purposes.

"Trustee" shall mean the trustee appointed pursuant to the Resolution, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Resolution.

ISSUANCE OF BONDS OTHER THAN REFUNDING BONDS

Under the Resolution, the Agency may issue one or more Series of Bonds at any time for the purpose of paying all or a portion of the Project Costs of the Project, the proceeds of which, including accrued interest, are to be applied simultaneously with the delivery of such Bonds as provided in the Supplemental Resolution authorizing such Series. Bonds of each Series may be issued upon receipt by the Trustee of the following:

(a) With respect to the initial Series of Bonds issued under the Resolution, a copy of the Resolution, certified by an Authorized Officer of the Agency;

(b) A copy of the Supplemental Resolution authorizing such Bonds, certified by an Authorized Officer of the Agency, together with any certificate of determination - determining details of such Bonds pursuant to authority to do so delegated to any officers or employees of the Agency pursuant to Supplemental Resolution - accompanying such Supplemental Resolution;

(c) A written order as to the delivery of such Bonds, signed by an Authorized Officer of the Agency;

(d) Except in the case of Refunding Bonds, a certificate of an Authorized Officer of the Agency stating that either (i) no Event of Default has occurred and is continuing under the Resolution or (ii) the application of the proceeds of sale of such Series of Bonds as required by the Supplemental Resolution will cure any such Event of Default; and

(e) An Opinion of Counsel of recognized standing in the field of law relating to municipal bonds to the effect that (i) the Agency has the right and power under the Act as amended to the date of such Opinion to adopt the Resolution, and the Resolution has been duly and lawfully adopted by the Agency, is in full force and effect and is valid and binding upon the Agency and enforceable in accordance with its terms, and no other authorization for the Resolution is required; (ii) the Resolution creates the valid pledge which it purports to create of the Revenues and all rights to receive the same, all of the Agency's rights, title and interests under the Participation Agreements, and certain moneys, securities, Funds and Accounts held or set aside under the Resolution, subject to the application thereof to the purposes and on the conditions permitted by the Resolution; and (iii) the Bonds of such Series are valid and binding obligations of the Agency as provided in the Resolution and enforceable in accordance with their terms and the terms of the Resolution, and are entitled to the benefits of the Resolution and of the Act as amended to the date of such Opinion, and such Bonds have been duly and validly authorized and issued in accordance with law, including the Act as amended to the date of such Opinion, and in accordance with the Resolution, provided that such Opinion (A) may take exceptions for limitations imposed by or resulting from applicable bankruptcy insolvency, reorganization, moratorium and other laws affecting creditors' rights, or the application of principles of equity relating to or affecting the enforcement of contractual obligations, and (B) need not express any opinion as to the availability of any particular remedy.

(Section 2.02)

ISSUANCE OF REFUNDING BONDS

The Agency may issue one or more Series of Refunding Bonds to refund any Outstanding Bonds or outstanding Subordinated Indebtedness. Refunding Bonds of each Series to refund Outstanding Bonds shall be issued upon receipt by the Trustee (in addition to the documents required for other Bonds as described under "ISSUANCE OF BONDS OTHER THAN REFUNDING BONDS" above) of the following:

(a) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of any redemption of the Bonds to be refunded on a redemption date or dates specified in such instructions.

(b) If the Bonds to be refunded do not mature or are not by their terms subject to redemption within the next succeeding 60 days, irrevocable instructions to the Trustee, satisfactory to it, to make due publication of the notice provided for in the defeasance provisions of the Resolution (summarized under "DEFEASANCE" below) to the Holders of the Bonds being refunded.

(c) Either (A) moneys in an amount sufficient to effect payment of principal and interest at maturity, or of the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such Bonds to the redemption date, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Holders of the Bonds to be refunded, or (B) Defeasance Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, and any moneys, as shall be necessary to comply with the provisions of the defeasance provisions of the Resolution, which Defeasance Securities and moneys shall be held in trust and used only as provided by such provisions.

The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied simultaneously with the delivery of such Bonds for the purposes of making deposits in such Funds and Accounts under the Resolution as shall be provided by the Supplemental Resolution authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Resolution.

In addition, such Supplemental Resolution may establish such provisions as are necessary (i) to comply with the provisions of any Enhancement Facility that are not contrary to or inconsistent with the Resolution as theretofore in effect, (ii) to provide relevant information and notices to the issuer of the Enhancement Facility, and (iii) to provide a mechanism for paying principal and Sinking Fund Installments of and interest on Bonds secured by, or purchased pursuant to, the Enhancement Facility.

(Section 2.04)

REIMBURSEMENT OBLIGATIONS

The Agency may enter into agreements with the issuer of any Enhancement Facility providing for, among other things: (i) the payment of fees, costs, expenses and, to the extent permitted by law, indemnities to such issuer, its parent and its assignees and participants in connection with such Enhancement Facility, (ii) the terms and conditions of such Enhancement Facility and the Bonds or Subordinated Indebtedness to which the Enhancement Facility relates, and (iii) the security, if any, to be provided for such Enhancement Facility. Any such agreement may provide for the purchase of Bonds to which the Enhancement Facility relates by the issuer of such Enhancement Facility, with such adjustments to the rate of interest, method of determining interest, maturity, or redemption provisions of any Bonds so purchased, as shall be specified by the Supplemental Resolution authorizing the issuance of such Bonds.

The Agency may, in an agreement with the issuer of any Enhancement Facility, agree to directly reimburse such issuer (or its assignees and participants, or any agent for the issuer or its assignees) for amounts paid by the issuer of the Enhancement Facility for the payment of the principal of, interest on, and Redemption Price or purchase price of Bonds under the terms of such Enhancement Facility (together with interest thereon, if any, and the amounts and obligations described in the next following two paragraphs, a "Reimbursement Obligation"), whether evidenced by an obligation to reimburse such issuer that is separate from the Agency's obligations on Bonds (a "Credit Facility Reimbursement Obligation") or by modified debt service obligations on Bonds acquired by such issuer (a "Liquidity Facility Reimbursement Obligation"). Notwithstanding anything to the contrary contained in this subsection (b), no Reimbursement Obligation shall be created, for purposes of the Resolution, until amounts are paid under the related Enhancement Facility.

Any Credit Facility Reimbursement Obligation may include interest calculated at a rate higher than the interest rate on the related Bond. Payments pursuant to any advance, term loan or other principal amortization requirements in reimbursement of any such advance or term loan also shall constitute Credit Facility Reimbursement Obligations.

Any Liquidity Facility Reimbursement Obligation evidenced by Bonds of a Series may include interest calculated at a rate higher than the interest rate on other Bonds of such Series. Payments of differential and/or excess interest amounts also shall constitute Liquidity Facility Reimbursement Obligations.

Any Enhancement Facility also may provide for the payment of any fees, costs, expenses, indemnification or other obligations (but not including the obligations contemplated by the three preceding paragraphs) to any provider thereto, its parent and its assignees and participants or any agent therefor.

Any such Enhancement Facility shall be for the benefit of or secure only such Series of Bonds or portions thereof as shall be specified in the applicable Supplemental Resolution, and the related Credit Facility

Reimbursement Obligations and Liquidity Facility Reimbursement Obligations shall constitute Parity Obligations or Subordinated Obligations to the extent (i) permitted by the definitions thereof and (ii) provided by such Enhancement Facility or Supplemental Resolution, and otherwise shall be further subordinated to both Parity Obligations and Subordinated Obligations, in each case unless and except to the extent constituting an Operating Expense.

(Section 2.05)

FUNDS AND ACCOUNTS

The Resolution establishes the following Funds and Accounts for the application of Revenues:

FUNDS	HELD BY
Construction Fund	Trustee
Revenue Fund (which may include a rebate account)	Agency
Operating Fund	Agency
Debt Service Fund (consisting of the Debt Service Account, each Debt Service Reserve Account, if any, and a Subordinated Indebtedness Account)	Trustee
Reserve and Contingency Fund	Agency
General Reserve Fund (consisting of a General Reserve Account and a Rate Stabilization Account)	Agency

In addition to the above, pursuant to the Resolution the Agency may from time to time establish or cause the Trustee to establish one or more accounts and/or subaccounts in the above-described Funds and Accounts.

(Section 5.02)

CONSTRUCTION FUND

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the General Bond Resolution and any Supplemental Resolution, and there may be paid into the Construction Fund, at the option of the Agency, any moneys received for or in connection with the Project by the Agency from any other source, unless required to be otherwise applied as provided by the Resolution.

The Trustee will pay to or for the account of the Agency, upon the requisitions of the Agency therefor, from the Construction Fund the Project Costs of the Project.

The completion of acquisition and construction of the Project shall be evidenced by a certificate of an Authorized Officer of the Agency which shall be filed with the Trustee, stating (i) that the Project has been completed, (ii) the date of completion and (iii) the amount, if any, required in the opinion of the signer or signers for the payment of any remaining Project Costs. Upon the filing of such certificate, the balance in the Construction Fund in excess of the amount, if any, stated in such certificate shall be transferred by the Trustee in the following order of priority: first, upon the direction of an Authorized Officer of the Agency, to one or more Rebate Accounts, the respective amounts set forth in such direction; and second, to the General Reserve Fund.

(Section 5.03)

FLOW OF FUNDS

All Revenues received are to be deposited promptly in the Revenue Fund. The Agency may establish in the Revenue Fund a Rebate Account with respect to any Series of Bonds or Subordinated Indebtedness. Moneys on deposit in the Rebate Account shall be applied by the Agency to make payments to the Department of the Treasury of the United States of America at such times and in such amounts as the Agency shall determine in accordance with the applicable Tax Agreement to be required by the Code to be rebated or paid to such Department with respect to each Series of Bonds, the interest on which is excludable from gross income for federal income tax purposes. Moneys which an Authorized Officer of the Agency determines to be in excess of the amount required to be so rebated shall be deposited either in the Revenue Fund or in the Construction Fund.

As soon as practicable in each month after the deposit of Revenues in the Revenue Fund and in any case no later than the last business day of such month, the Agency shall withdraw from time to time from the Revenue Fund (other than any Rebate Accounts) and transfer to the Operating Fund a sum or sums which, together with any amount in the Operating Fund not set aside as a general reserve for Operating Expenses, is equal to the Operating Expenses for such calendar month. The Agency may also, from time to time, transfer additional amounts from the Revenue Fund to the Operating Fund to be set aside as a general reserve for Operating Expenses. Amounts in the Operating Fund shall be paid out from time to time by the Agency for Operating Expenses. The Resolution provides for the application of excess amounts in the Operating Fund to make up any deficiencies in the following Funds and Accounts in the order stated: (i) Debt Service Account, (ii) pro rata on the basis of the amounts required to satisfy any deficiencies in any Debt Service Reserve Accounts; (iii) Subordinated Indebtedness Account; and (iv) Reserve and Contingency Fund. Any balance of such excess not so applied shall be deposited in the General Reserve Fund.

Amounts in the Revenue Fund (other than any Rebate Accounts) are to be transferred to the following Funds and Accounts, to the extent available and subject to the prior transfers therefrom to the Operating Fund as described above, to the Trustee or the Agency, as the case may be, for deposit in the following Funds and Accounts:

1. *to the Debt Service Fund*, pro rata on the basis of the amounts required for credit to the Debt Service Account, the amount, if any, required so that the balance in said Account shall equal the amount required for the payment of the Principal Installments and Redemption Price, if any, of and interest on Bonds, and for credit to the Debt Service Account, any Parity Obligations, in each case by no later than the time the next payment therefor is required to be made from the Debt Service Account pursuant to the Resolution;

2. to the extent not expected by the Agency to be required to make deposits required by subparagraph (1) above, *to the Debt Service Fund*, pro rata on the basis of the amounts required to satisfy any deficiencies in any Debt Service Reserve Accounts, if any, for credit to such respective Debt Service Reserve Accounts;

3. to the extent not expected by the Agency to be required to make deposits required by subparagraph (1) or (2) above, *to the Debt Service Fund*, for credit to the Subordinated Indebtedness Account, an amount, if any, equal to the sum of amounts required to pay principal or sinking fund installments, if any, of and premiums, if any, and interest on each issue of Subordinated Indebtedness, whether as a result of maturity or prior call for redemption, as required by the resolution, indenture or other instrument authorizing such issue of Subordinated Indebtedness, and any Subordinate Obligations in each case by no later than the time the next payment therefor is required to be made from the Subordinated Indebtedness Account pursuant to the Resolution;

4. to the extent not expected by the Agency to be required to make deposits required by subparagraph (1), (2) or (3) above, *to the Rebate Accounts,* if any, such respective amounts as may be required for the purposes thereof;

5. to the extent not expected by the Agency to be required to make deposits required by subparagraph (1), (2), (3) or (4) above, *to the Reserve and Contingency Fund*, the amount, if any, determined by the Agency's Board of Directors to be credited thereto; and

6. to the extent not expected by the Agency to be required to make deposits required by subparagraph (1), (2), (3), (4) or (5) above, *to the General Reserve Fund*, the amount, if any, determined to be transferred thereto.

(Sections 5.04 – 5.06)

APPLICATION OF DEBT SERVICE ACCOUNT

The Trustee shall pay out of the Debt Service Account to the respective Paying Agents (i) on or before each Interest Payment Date for any of the Bonds 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 the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agents on and after the due dates thereof. The Trustee shall also pay out of the Debt Service Account the accrued interest included in the purchase price of Bonds purchased for retirement and the redemption premiums, if any, on any Bonds to be redeemed to the extent not included in Principal Installments or funded from proceeds of Bonds or from the General Reserve Fund pursuant to the Resolution.

The amount, if any, deposited in the Debt Service Account from the proceeds of each Series of Bonds shall be set aside in such Fund and applied to the payment of interest on the Bonds of such Series (or Refunding Bonds issued to refund such Bonds) as the same becomes due and payable.

In the event of the refunding of Bonds, the amounts accumulated in the Debt Service Account with respect to Principal Installments of and interest on the Bonds being refunded shall be withdrawn by the Trustee, upon the direction of the Agency, and held for the payment of the Redemption Price, if applicable, or the payment of principal of and interest on the Bonds being refunded. No such withdrawal, however, shall be made unless (a) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the Resolution, and (b) the remaining amount in the Debt Service Account after such withdrawal shall not be less than the requirement of such Account pursuant to the Resolution.

The Trustee is also to pay out of the Debt Service Account, on or before the date when due, each Parity Obligation.

(Section 5.07)

APPLICATION OF DEBT SERVICE RESERVE ACCOUNTS

Amounts on deposit in any Debt Service Reserve Account established for one or more Series of Bonds shall be used and withdrawn as provided in the Supplemental Resolution authorizing the issuance of such Series, and any withdrawals therefrom shall be replenished or reimbursed as provided in the related Supplemental Resolution.

(Section 5.08)

PROVISIONS IN SUPPLEMENTAL RESOLUTIONS RELATING TO DEBT SERVICE RESERVE ACCOUNT FOR 2015 SERIES A BONDS, 2015 SERIES B BONDS, 2016 SERIES A BONDS, AND 2024 SERIES A BONDS

Debt Service Reserve Account

The Agency elected in the Third Supplemental Resolution relating to the 2015 Series A Bonds, in the Fourth Supplemental Resolution relating to the 2015 Series B Bonds and in the Fifth Supplemental Resolution relating to the 2016 Series A Bonds, pursuant to Section 3.03(f) of the First Supplemental Resolution, that the Debt Service Reserve Account shall apply to the 2007 Series A Bonds, the 2015 Series A Bonds, the 2015 Series B Bonds and the 2016 Series A Bonds that would be Outstanding immediately following the refunding of the 2007 Series A Bonds by the 2015 Series A Bonds, by the 2015 Series B Bonds and by the 2016 Series A Bonds. The Agency elected in the Sixth Supplemental Resolution relating to the 2024 Series A Bonds, pursuant to the First Supplemental Resolution, that the Debt Service Reserve Account shall apply to the 2015 Series A Bonds, the 2015 Series B Bonds, the 2016 Series A Bonds and the 2024 Series A Bonds that will be Outstanding immediately following the refunding of 2015 Series A Bonds, 2015 Series B Bonds or 2016 Series A Bonds by the 2024 Series A Bonds, all 2007 Series A Bonds being no longer Outstanding. As a result, references in the First Supplemental Resolution to the 2007 Series A Bonds in the definitions of Debt Service and Debt Service Reserve Account Requirement in Section 1.02 thereof and in Section 3.03 thereof shall be deemed to refer to the 2015 Series A Bonds, the 2015 Series B Bonds, the 2016 Series A Bonds and the 2024 Series A Bonds remaining Outstanding following such refunding, in the aggregate.

(Section 3.01 of Sixth Supplemental Resolution)

Maintenance of Debt Service Reserve Account

(a) If, on the due date of any Principal Installment of or interest on the 2015 Series A Bonds, 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, the amount in the Debt Service Account shall be less than the amount required to be in such account pursuant to Section 5.06(a) of the General Bond Resolution for the payment of such Principal Installment or interest and there shall not be on deposit in the Reserve and Contingency Fund or in the General Reserve Fund available moneys to cure such deficiency, the Trustee shall apply amounts from the Debt Service Reserve Account to the extent necessary to cure the deficiency.

(b) Whenever the amounts on deposit in the Debt Service Reserve Account are less than the Debt Service Reserve Account Requirement, the Agency shall transfer amounts from the Revenue Fund, the Reserve and Contingency Fund, the General Revenue Fund or the Subordinated Indebtedness Fund, to the extent available, to the Trustee for deposit in the Debt Service Reserve Account pursuant to Sections 5.02, 5.09, 5.11 and 5.10, respectively, of the General Bond Resolution to the extent of such deficiency.

(c) Whenever the amounts on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be transferred by the Trustee to the Agency for deposit in the Revenue Fund.

(d) Whenever the amounts in the Debt Service Reserve Account, together with the amounts in the Debt Service Account for the payment of the 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, are sufficient to pay in full all Outstanding 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, in accordance with their terms (including principal or applicable sinking fund Redemption Price of and interest thereon), the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account from time to time to make the last such payments.

(e) The Agency may at any time cause to be deposited into the Debt Service Reserve Account for the benefit of the Holders of the 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, one or more Reserve Policies in an aggregate amount equal to the difference between the Debt Service Reserve Account Requirement and the sums of moneys and/or value of Investment Securities then on deposit in the Debt Service Reserve Account, if any, and in connection therewith may cause to be withdrawn from the Debt Service Reserve Account any moneys and/or value of Investment Securities not required to cause the amounts on deposit in the Debt Service Reserve Account to at least equal the Debt Service Reserve Account Requirement.

If a disbursement is made pursuant to a Reserve Policy, the Agency shall within twelve months either (i) reinstate the maximum limits of such Reserve Policy or (ii) deposit into the Debt Service Reserve Account funds in the amount of the disbursement made under such Reserve Policy, or a combination of such alternatives, as shall provide that the amount in the Debt Service Reserve Account equals the Debt Service Reserve Account Requirement. In the event that the rating attributable to any Qualified Reserve Policy Provider providing a Reserve Policy held as above provided in the Debt Service Reserve Account shall fall below that required for such entity to qualify as a Qualified Reserve Policy Provider, the Agency shall within twelve months either (i) replace such Reserve Policy with a Reserve Policy from an entity that then qualifies as a Qualified Reserve Policy Provider or (ii) deposit into the Debt Service Reserve Account sufficient funds, or a combination of such alternatives, as shall provide that the amount in the Debt Service Reserve Account equals the Debt Service Reserve Account Requirement.

(f) In the event of the issuance of Refunding Bonds to refund 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds (or any such Refunding Bonds), the Supplemental Resolution authorizing such Refunding Bonds may provide that the Debt Service Reserve Account shall apply to both such Refunding Bonds and the 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, that will be Outstanding immediately following such refunding. In such event, references in the First Supplemental Resolution to the 2007 Series A Bonds in the definitions of Debt Service and Debt Service Reserve Account Requirement shall be deemed to refer to such Refunding Bonds and Outstanding 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, in the aggregate.

(g) In the event of the refunding of 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, the Trustee shall, upon the direction of the Agency, withdraw from the Debt Service Reserve Account amounts accumulated therein and deposit such amounts with itself as Trustee to be held for the payment of the principal or Redemption Price, if applicable, of and interest on the 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, being refunded, provided that such withdrawal shall not be made unless (i) immediately thereafter the 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds, and 2024 Series A Bonds, being refunded shall be deemed to have been paid pursuant to Section 12.01(b) of the General Bond Resolution and (ii) the amount remaining in the Debt Service Reserve Account after such withdrawal shall not be less than the Debt Service Reserve Account Requirement.

(Section 3.03 of First Supplemental Resolution and Section 3.01 of the Third, Fourth, Fifth and Sixth Supplemental Resolutions)

Additional Definitions

"Qualified Reserve Policy Provider" shall mean an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated not lower than the second highest whole rating category (without regard to any qualifier) by each Rating Agency, or a letter of credit issuer which shall be a bank or trust company which on the date of issuance of the letter of credit has an outstanding unsecured, uninsured and unguaranteed debt issue which is rated not lower than the second highest whole rating category (without regard to any qualifier) by each Rating Agency.

"Reserve Policy" shall mean any credit facility, insurance policy, surety bond, letter of credit or other credit support agreement or mechanism obtained by the Agency from a Qualified Reserve Policy Provider to satisfy all or a portion of its obligation to fund the Debt Service Reserve Requirement for the Outstanding 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds and 2024 Series A Bonds. The Reserve Policy shall provide that amounts may be drawn thereunder by the Trustee (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from the Debt Service Reserve Account and applied to the payment of a Principal Installment of or interest on any Outstanding 2015 Series A Bonds, 2015 Series B Bonds, 2016 Series A Bonds or 2024 Series A Bonds, and such withdrawal cannot be met by amounts on deposit in the Debt Service Reserve Account.

(Section 1.02 of the Third, Fourth, Fifth and Sixth Supplemental Resolutions)

APPLICATION OF SUBORDINATED INDEBTEDNESS ACCOUNT

The Trustee shall apply amounts in the Subordinated Indebtedness Account to the payment of the amounts required to pay Principal or Sinking Fund Installments of and interest on each issue of Subordinated Indebtedness and reserves therefor, in accordance with the provisions of the Resolution.

If at any time the amounts in the Debt Service Account or the Debt Service Reserve Accounts, in the latter cases after giving effect to any surety bond, insurance policy, credit facility, letter of credit or other similar obligation deposited in such Accounts, shall be less than the current requirements of such Accounts, respectively, pursuant to the Resolution and there shall not be on deposit in the General Reserve Fund or the Reserve and Contingency Fund or, in the case of a deficiency in the Debt Service Account, any applicable Reserve Account, available moneys sufficient to cure such deficiency, then the Trustee shall withdraw from the Subordinated Indebtedness Account and deposit first in the Debt Service Account and second, pro rata on the basis of the amounts required to satisfy deficiencies, the Debt Service Reserve Accounts, the amount necessary (or all the moneys in said Fund, if less than the amount necessary) to make up such deficiencies; provided, however, that amounts on deposit in any debt service reserve established for such Subordinated Indebtedness shall not be subject to such withdrawal.

Amounts in the Subordinated Indebtedness Account which the Agency at any time determines to be in excess of the requirements of such Fund, may, at the direction of the Agency, be transferred to the General Reserve Fund.

(Section 5.09)

APPLICATION OF RESERVE AND CONTINGENCY FUND

Amounts in the Reserve and Contingency Fund may be applied to the costs of renewals, replacements, repairs, additions, betterments, enlargements and improvements to the Project and the payment of extraordinary operation and maintenance costs and contingencies.

If at any time the amounts in the Debt Service Account or in the Debt Service Reserve Account, if any, are less than the amounts required by the Resolution, and there shall not be on deposit in the General Reserve Fund available funds sufficient to cure such deficiencies, then the Agency shall transfer from the Reserve and Contingency Fund the amount necessary to make up such deficiencies. To the extent not required to meet a deficiency in the Debt Service Account or in the Debt Service Reserve Accounts, if at any time the amount deposited in the Subordinated Indebtedness Account shall be less than the amount required by the Resolution, and if there shall not be on deposit in the General Reserve Fund available moneys sufficient to cure any such deficiency, then the Agency shall transfer from the Reserve and Contingency Fund to the Subordinated Indebtedness Account an amount (or all the moneys in the Reserve and Contingency Fund if less than the amount required) which, together with the amounts available in the General Reserve Fund, will be sufficient to make up such deficiencies.

Amounts in the Reserve and Contingency Fund not required to meet any such deficiencies in the Debt Service Fund, and which are not needed for any of the purposes for which the Reserve and Contingency Fund was established, shall be transferred to the Operating Fund to the extent deemed necessary by the Agency to make up deficiencies therein, and any remaining excess shall be deposited in the General Reserve Fund.

(Section 5.10)

APPLICATION OF GENERAL RESERVE FUND

The Agency shall transfer from the General Reserve Fund amounts in the following order of priority: (i) to the Operating Fund to make up any deficiency in amounts available for Operating Expenses, (ii) to the Debt Service Account and the Debt Service Reserve Accounts, if any, in the Debt Service Fund the amount necessary to make up any deficiencies in payments to said Accounts, (iii) to the Debt Service Reserve Account the amount of any deficiency in such Account resulting from any transfer, (iv) to the Subordinated Indebtedness Account the amount necessary to make up any deficiencies of payments to said Account, and (v) to the Reserve and Contingency Fund the amount necessary to make up any deficiencies in payments to said Fund.

Amounts in the General Reserve Fund not required to meet a deficiency as required in clauses (i) through (v) above shall, upon determination of the Agency, be applied to or set aside for any one or more of the following:

(a) payment into the Revenue Fund, the Construction Fund or any other Fund or Account;

(b) the purchase or redemption of any Bonds, and expenses in connection with the purchase or redemption of any Bonds or the payment, or any reserves which the Agency determines shall be required for such purposes;

(c) the purchase or redemption of any Subordinated Indebtedness, and expenses in connection with the purchase or redemption of any Subordinated Indebtedness, or any reserves which the Agency determines shall be required for such purposes;

(d) payments of the items of cost described in the Resolution;

(e) increases in working capital requirements;

(f) deposit in the Rate Stabilization Account the amount, if any, determined by the Agency's Board of Directors to be credited to such Account;

(g) deposit in a special account in the General Reserve Fund which may be created by the Agency for a termination or decommissioning reserve; and

(h) any other lawful purpose of the Agency related to the Project;

provided that, subject to the provisions of clauses (i) through (v) above of the preceding paragraph, amounts deposited in the General Reserve Fund and required by the Resolution to be applied to the purchase or redemption of Bonds shall be applied to such purpose.

Upon any purchase or redemption, pursuant to the foregoing provisions, of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established, there shall be credited toward each such Sinking Fund Installment thereafter to become due an amount determined as provided in the Resolution.

Each month the Agency shall transfer from the Rate Stabilization Account of the General Reserve Fund to the Revenue Fund the amount, if any, budgeted for credit to such Fund for the then current month as set forth in the current Annual Budget, or the amount otherwise, if any, determined by the Agency to be credited to such Fund for the month. The Agency may also apply amounts on deposit in the Rate Stabilization Account to pay Operating Expenses or debt service on the Bonds, or for other purposes that enable the Agency to, or facilitate the Agency's ability to, provide services to the Participants at stable and economic rates.

(Section 5.11)

SUBORDINATED INDEBTEDNESS

The Agency may, at any time, or from time to time, issue Subordinated Indebtedness payable out of, and which may be secured by a pledge of and security interest in, such amounts in the Subordinated Indebtedness Account or the General Reserve Fund as may from time to time be available for the purpose of payment thereof; provided, however, that (i) such Subordinated Indebtedness shall be issued for one or more of the purposes set forth in the Resolution and the proceeds of such Subordinated indebtedness shall be applied only for such purpose or purposes and (ii) any pledge and assignment shall be, and shall be expressed to be, subordinate in all respects to the pledge and assignment of the Revenues, moneys, securities and Funds and Accounts created by the Resolution as security for the Bonds; provided, however, that any debt service reserve established for such Subordinated Indebtedness shall not be subject to the pledge of the Revenues, moneys, securities and Funds and Accounts (except the Subordinated Indebtedness Account and General Reserve Fund as aforesaid) created by the Resolution as security for the Bonds.

(Section 5.12)

DEPOSITARIES; INVESTMENT OF FUNDS AND ACCOUNTS

The Resolution provides that certain Funds and Accounts held thereunder may, and in the case of the Debt Service Account and the Debt Service Reserve Accounts, if any, shall be invested to the fullest extent practicable in Investment Securities. The Resolution provides that such investments will mature or be subject to redemption at the option of the holder no later than at such times as necessary to provide moneys when needed for payments from such Funds and Accounts and provides specific limitations on the term of investments for moneys in certain Funds and Accounts.

All moneys held by the Trustee under the Resolution will be deposited with the Trustee and the Trustee may deposit such moneys in banks or trust companies organized under the laws of any state of the United States or national banking associations ("Depositaries") appointed by the Agency and approved by the Trustee in trust for the Trustee. All moneys held by the Agency under the Resolution shall be deposited in one or more Depositaries in trust for the Agency. All moneys held under the Resolution by the Trustee or any Depositary shall be held in trust and applied only in accordance with the provisions of the Resolution, and each of the Funds established by the Resolution shall be a trust fund for the purposes thereof.

Moneys held in the Debt Service Account and the Debt Service Reserve Accounts, if any, shall be invested and reinvested by the Trustee to the fullest extent practicable in Investment Securities which mature or are subject to redemption at the option of the holder not later than at such times as shall be necessary to provide moneys when needed for payments to be made from such Accounts, and in the case of any Debt Service Reserve Account not later than 10 years from the date of such investment unless invested under an investment agreement that permits withdrawals without penalty when needed for the purpose of such Debt Service Reserve Account. Subject to the terms of any resolutions, indentures or other instruments securing any issue of Subordinated Indebtedness, moneys in the Subordinated Indebtedness Account shall be invested and reinvested to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from said Fund. Moneys held in the Revenue Fund (including any Rebate Accounts), the Operating Fund and the Construction Fund may be invested and reinvested in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. Moneys in the Reserve and Contingency Fund and the General Reserve Fund may be invested in Investment Securities which mature within five years from the date of such investment, and in any case the Investment Securities in such Funds shall mature not later than such times as shall be necessary to provide moneys when needed to provide payments from such Funds.

Obligations purchased as an investment of moneys in any Fund or Account established under the Resolution shall be deemed at all times to be a part of such Fund or Account; provided, however, that any net investment earnings thereon and any profit realized from the liquidation of such investment shall be credited to the Revenue Fund except that earnings, profits and losses with respect to investments in the Construction Fund and any Debt Service Reserve Accounts and Rebate Accounts shall be retained in the Construction Fund and such Debt Service Reserve Accounts and Rebate Accounts, respectively, except to the extent otherwise provided by the Supplemental Resolution authorizing related Bonds and also except as provided by the following paragraph.

To the extent that the General Bond Resolution or a Supplemental Resolution authorizing the issuance of a Series of Bonds so provides, net investment earnings on and any profit realized from the liquidation of obligations held as part of a Fund or Account (other than any Rebate Accounts) shall be transferred, for such period of time as this Resolution or such Supplemental Resolution shall specify, to the Debt Service Account to pay interest on the Series of Bonds authorized thereby or the Bonds of any other Series.

In computing the amount in any Fund or Account created under the provisions of the Resolution for any purpose provided in the Resolution, obligations purchased as an investment of moneys therein shall be valued at the amortized cost of such obligations, exclusive of accrued interest, unless such obligations do not mature or are not redeemable at the option of the holder thereof in less than seven years from the date of valuation, in which case such obligations shall be valued at the amortized cost of such obligations or at the market price thereof, whichever is lower, exclusive of accrued interest. The accrued interest paid from such moneys in connection with the purchase of any obligation shall be included in the value thereof until the interest on such obligation is paid. Such computation shall be determined as of the end of each Fiscal Year.

(Sections 6.01 – 6.03)

COVENANTS OF THE AGENCY

Rates, Fees and Charges

The Agency has, and will have as long as any Bonds are Outstanding, good right and lawful power to establish and collect rates, fees and charges with respect to the use and the sale of the capacity, output or service of the Project subject to the terms of Project Agreements or other contracts relating thereto.

The Agency shall at all times establish and collect rates, fees and charges under the Participation Agreements and shall otherwise charge and collect rates, fees and charges for the use or the sale of the output, capacity or service of the Project in each Fiscal Year, as shall be required to provide Revenues at least sufficient in each Fiscal Year, together with other available funds (including amounts on deposit in the Rate Stabilization Account), for the payment of:

(a) Operating Expenses during such Fiscal Year;

(b) the amount required to be paid during such Fiscal Year into the Debt Service Account, net of payments to the Agency under Qualified Hedge Agreements;

(c) the amount, if any, to be paid during such Fiscal Year into any Debt Service Reserve Accounts established by a Supplemental Resolution or Supplemental Resolutions.

(d) the amount, if any, required to be paid during such Fiscal Year into the Subordinated Indebtedness Account;

(e) the amount, if any, required to be paid during such Fiscal Year into the Reserve and Contingency Fund;

(f) the amount, if any, required to be deposited during such Fiscal Year in the General Reserve Fund; and

(g) the amount, if any, required to pay all other charges or liens whatsoever payable out of Revenues during such Fiscal Year.

Promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed but not less frequently than once each Fiscal Year, the Agency shall review the rates and charges so established and shall promptly revise such rates and charges as necessary to comply with the foregoing requirements, provided that such rates and charges shall in any event produce money sufficient to enable the Agency to comply with all of its covenants under the Resolution.

(Section 7.09)

Creation of Liens; Disposition of Property

The Agency shall not issue bonds, notes, debentures or other evidences of indebtedness of a similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of any of the Agency's rights, title or interests under the Participation Agreements, the Revenues or rights to receive the same or other moneys, securities, Funds or Accounts held or set aside by the Agency under the Resolution, and shall not create or cause to be created any lien or charge thereon, except, to the extent permitted by law, (1) evidences of indebtedness (a) payable out of moneys in the Construction Fund as part of the Project Costs of the Project or (b) payable out of, or secured by a pledge or assignment of, Revenues to be received after the discharge of the pledge of Revenues provided in the Resolution or (2) Subordinated Indebtedness issued in accordance with the provisions of the Resolution.

The Agency will not sell, assign, lease or otherwise dispose of the Project or any substantial portion thereof unless it determines that such disposition would not materially adversely affect the rights or security of the Holders under the Resolution; provided, however, that the Agency may permanently discontinue the acquisition or construction of any portion of the Project as provided in the Resolution. For so long as any Participation Agreement is in effect, the Agency will not sell, or permit the sale of, any capacity or energy of the Project except as provided in or permitted by the Participation Agreements, or consent to the sale, lease, mortgage or other disposal of the Project or any substantial portion thereof other than in accordance with or as permitted by the Participation Agreements.

(Section 7.06)

Annual Budget

The Agency shall prepare and promptly file with the Trustee such budgets as are required by the Participation Agreements.

(Section 7.07)

Operation and Maintenance of Project

The Agency will at all times use its best efforts to operate the Project properly and in an efficient and economical manner, consistent with the Project Agreements and Prudent Utility Practice, and will use its best efforts to maintain, preserve, reconstruct and keep the same, with the appurtenances, in good repair, working order and condition, and will from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly and advantageously conducted.

(Section 7.08)

Participation Agreements and Project Agreements; Amendment

The Agency shall collect or cause to be collected and deposit or cause to be deposited in the Revenue Fund amounts payable to it under the Participation Agreements or payable to it pursuant to any other contract for the sale or use of the output, capacity or service from the Project. The Agency shall enforce the Participation Agreements and duly perform its covenants and agreements thereunder, and will not consent to any rescission of or amendment to or otherwise take any action under or in connection with any Participation Agreements which will reduce, impair or adversely affect the rights of the Agency thereunder or materially impair or adversely affect the rights of security of Bondholders under the Resolution; provided that (i) action taken by the Agency or Participants upon a Participant default under the Participation Agreements resulting in a change of entitlement shares thereunder shall not constitute such a rescission or amendment or such an action, (ii) extension of the term of any Participation Agreement shall not constitute such rescission or amendment and (iii) in connection with any addition to the Project, the Agency may supplement or amend a Participation Agreement to provide for the sale or use by the Agency or others of the output, capacity or service of the Project in any manner which does not reduce or in any manner impair or adversely affect the rights of the Agency thereunder or materially impair or adversely affect the rights or security of the Bondholders under the Resolution. Any action taken by the Agency in violation of the covenants described above shall be null and void as to the Agency and any other party to a Participation Agreement.

The Agency will enforce the provisions of the Project Agreements and duly perform its covenants and agreements thereunder. The Agency will not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with any Project Agreement which will in any manner materially impair or adversely affect the rights of the Agency thereunder or the rights or security of the Bondholders under the Resolution.

(Section 7.10)

Maintenance of Insurance

The Agency will use its best efforts to keep or cause to be kept the properties of the Project which are of any insurable nature and of the character usually insured by those operating facilities similar to the Project insured against loss or damage by fire and from other causes customarily insured against and in such amounts as are usually obtained. The Agency will also 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 operating properties similar to the Project. Insurance maintained pursuant to the Project Agreements shall be deemed in compliance with the Resolution if such insurance otherwise complies with the requirements of the Resolution. To the extent that such insurance is not maintained pursuant to any Project Agreement, the Agency shall only be required to obtain such insurance if the same is available at reasonable rates and upon reasonable terms and conditions. The Agency shall also use its best efforts to maintain or cause to be maintained any additional or other insurance which it shall deem necessary or advisable to protect its interests and those of the Bondholders.

(Section 7.11)

Accounts and Reports

The Agency will keep or cause to be kept proper and separate books of record and account relating to the Project and the Funds and Accounts established by the Resolution and relating to costs and charges under the Participation Agreements. Such books, together with all other books and papers of the Agency relating to the Project, shall during regular business hours be subject to the inspection of the Trustee and the Holders of an aggregate of not less than 5% in principal amount of Bonds then Outstanding or their representatives duly authorized in writing.

The Agency shall annually file with the Trustee, and otherwise as provided by law, a financial statement in reasonable detail for the preceding Fiscal Year showing the Revenues, all expenditures from the Revenues for operation and maintenance of the Project and other expenditures from the Revenues applicable to the Project, together with a balance sheet in reasonable detail reflecting the financial condition of the Agency, including the balances of all funds relating to the Project as of the end of such Fiscal Year, which financial statement and balance sheet shall be accompanied by an Accountant's Certificate.

The Agency shall file with the Trustee (i) forthwith upon becoming aware of any Event of Default or default in the performance by the Agency of any covenant, agreement or condition contained in the Resolution, a certificate signed by an appropriate Authorized Officer of the Agency and specifying such Event of Default or default and (ii) within 120 days after the end of each Fiscal Year, a certificate signed by an appropriate Authorized Officer of the Agency stating that, to the best of such Authorized Officer's knowledge and belief, the Agency has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Resolution and there does not exist at the date of such certificate any default by the Agency under the Resolution.

The reports, statements and other documents required to be furnished to the Trustee pursuant to provisions of the Resolution shall be available for inspection of Bondholders at the office of the Trustee and shall be mailed to each Bondholder who files a written request therefor with the Agency and Trustee. The Agency and/or Trustee may charge for such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

(Section 7.13)

Pledge of State

The State pledges to and agrees with the Holders of any Bonds and with those persons who may enter into contracts with the Agency under the Act that the State will not alter, impair, or limit the rights thereby vested until the Bonds, together with applicable interest, are fully met and discharged and such contracts are fully performed. Nothing contained in the Act shall preclude such alteration, impairment, or limitation if and when adequate provisions are made by law for the protection of the Holders of the Bonds or persons entering into contracts with the Agency.

(Section 7.15)

Tax Covenant

By Supplemental Resolutions, the Agency has covenanted with respect to each Series of Bonds the interest on which is excluded from gross income for Federal income tax purposes that it shall comply with the applicable provisions of the Code relating to the exclusion of the interest paid by the Agency on such Bonds from gross income for Federal income tax purposes.

(Section 2.09 of Sixth Supplemental Resolution)

EVENTS OF DEFAULT AND REMEDIES

Events of Default

The following events constitute Events of Default under the Resolution:

(a) if default shall be made in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call or proceedings for redemption, or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment, when and as such interest installment or Sinking Fund Installment shall become due and payable;

(c) if default shall be made by the Agency in the performance or observance of any other of the covenants, agreements or conditions on its part in the Resolution or in the Bonds contained, and such default shall have continued for a period of 60 days after written notice specifying such default and requiring that it shall have been remedied is given to the Agency by the Trustee or to the Agency and to the Trustee by the Holders of not less than 25% in principal amount of the Bonds Outstanding; or

(d) if the Agency shall become insolvent or fail generally to pay its debts as they become due, or make any general assignment for the benefit of creditors or apply for, consent to or acquiescence in, the appointment of a trustee or receiver for itself or any part of its property, or shall take any action to authorize or effect any of the foregoing; or in the absence of any such application, consent or acquiescence, a trustee or receiver shall be appointed for it or for a substantial part of its property and shall not be discharged within a period of 30 days.

(Section 8.01)

Remedies

If an Event of Default shall have happened and shall not have been remedied, the Agency, upon the demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the Agency in any Fund and Account, including all Rebate Accounts, under the Resolution, and (ii) all Revenues as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Revenues (i) received by the Trustee pursuant to any right given or action taken under the provisions of the Resolution and (ii) held by the Trustee pursuant and subject to the terms and conditions of the Resolution, 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;

(ii) *Arbitrage Rebate*—to deposit to the Rebate Accounts all amounts required to be deposited therein as determined by the Trustee in compliance with applicable Tax Agreements;

(iii) *Operating Expenses*—to the payment of the amounts required for reasonable and necessary Operating Expenses and for the reasonable renewals, repairs and replacements of the Project necessary in the judgment of the Trustee to prevent a loss of Revenues. For this purpose the books of records and accounts of the Agency relating to the Project shall at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default;

(iv) *Principal or Redemption Price of and Interest on Parity Obligations*—to the payment of the interest and principal or Redemption Price then due on the Bonds, and the interest and principal components of other Parity Obligations, as follows:

(A) *Interest*. To the payment to the persons entitled thereto of all installments of interest on Bonds, and the interest component of any other Parity Obligations, 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 shall 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

(B) *Principal or Redemption Price*. To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption or acceleration, and the principal component of any other Parity Obligations, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds and such principal components due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price or principal component due on such date, to the persons entitled thereto, without any discrimination or preference.

(v) *Principal or Redemption Price of and Interest on Subordinated Obligations*—to the payment of the interest and principal or redemption price then due on Subordinated Indebtedness, and the interest and principal components of other Subordinated Obligations, as follows:

(A) *Interest*. To the payment to the persons entitled thereto of all installments of interest on Subordinated Indebtedness, and the interest component of any other Subordinated Obligations, then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Subordinated Indebtedness theretofore called for redemption, and, if the amount available shall 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

(B) *Principal or Redemption Price*. To the payment to the persons entitled thereto of the unpaid principal or redemption price of any Subordinated Indebtedness which shall have become due, whether at maturity or by call for redemption or acceleration, and the principal component of any other Subordinated Obligations, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Subordinated Indebtedness and such principal components due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption price or principal component due on such date, to the persons entitled thereto, without any discrimination or preference.

If an Event of Default shall have happened and shall not have been remedied, the Trustee shall have the right to apply in an appropriate proceeding for the appointment of a receiver of the Project with power to operate and maintain the Project, collect, receive and apply all Revenues and prescribe rates, tolls and charges, in the same way and manner that the Agency might do. Whenever all defaults in the payment of principal of, and interest on the Bonds and all defaults under the Resolution or the Bonds shall be made good, such receiver shall be discharged by the court and shall surrender control of the Project to the Agency.

If an Event of Default shall have happened and shall not have been remedied, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than a majority in principal amount of the Bonds Outstanding shall proceed, to protect and enforce its rights and the rights of the Holders of the Bonds under the Resolution forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or any remedy granted under the Act, or for an accounting against the Agency as if the Agency were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under the Resolution.

All rights of action under the Resolution may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

The Holders of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Bondholders not parties to such direction.

Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under the Resolution, the Trustee shall be entitled to exercise any and all rights and powers conferred in the Resolution and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under the Resolution by any acts which may be unlawful or in violation of the Resolution, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Resolution or the execution of any trust under the Resolution or for any remedy under the Resolution, unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in the Resolution, and the Holders of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in the Resolution or by the Act or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by such Holder's or Holders' action to affect, disturb or prejudice the pledge created by the Resolution, or to enforce any right under the Resolution, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the Resolution shall be instituted, had and maintained in the manner provided in the Resolution and for the equal benefit of all Holders of the Outstanding Bonds, subject only to the provisions of the Resolution.

Notwithstanding anything else in the Resolution to the contrary, but subject to clause (f) under "SUPPLEMENTAL RESOLUTIONS" below, the principal of and interest on Bonds and Subordinated Indebtedness shall not be subject to acceleration as a result of the occurrence of an Event of Default.

No delay or omission of the Trustee or any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by the Resolution to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

The Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under the Resolution and its consequences, except a default in the payment of interest on or principal of or premium, if any, on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

(Sections 8.03 – 8.08)

Notice of Default

The Trustee shall mail to each Holder of Bonds then Outstanding at such Holder's address, if any, appearing on the registry books of the Agency, notice of the occurrence of any Event of Default, provided that, except in the case of an Event of Default described in the Resolution, the Trustee shall be protected in withholding such notice if it in good faith determines that the withholding of such notice is in the best interests of the Bondholders.

(Section 8.09)

SUPPLEMENTAL RESOLUTIONS

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Agency may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Agency, shall be fully effective in accordance with its terms:

(a) To close the Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(b) To add to the covenants and agreements of the Agency in the Resolution, other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(c) To add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the Agency which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(d) To authorize Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in the Resolution, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Resolution 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;

(e) To confirm, as further assurance, any pledge or assignment under and the subjection to any security interest, pledge or assignment created or to be created by, the Resolution, of the Revenues, of the Participation Agreements or of any other moneys, securities or funds;

(f) to surrender any right, power or privilege reserved to or conferred upon the Agency by the Resolution, including without limitation any reserved rights and remedies of Bondholders or the Trustee following an Event of Default;

(g) To authorize the establishment of a fund or funds to enable the Agency to self-insure against the risks and hazards relating to the Project and the interests of the Agency and of the Bondholders as described in the Resolution;

(h) To authorize Subordinated Indebtedness and, in connection therewith, specify and determine any matters and things relative to such Subordinated Indebtedness which are not contrary or inconsistent with the Resolution 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 Subordinated Indebtedness;

(i) to modify, amend or supplement the Resolution in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect or to permit the qualification of the Bonds or Subordinated Indebtedness for sale under the securities laws of any of the states of the United States of America, and, if the Agency so determines, to add hereto such other terms, conditions and provisions as may be permitted by said Trustee Indenture Act of 1939 or similar Federal statute;

(j) to comply with regulations and procedures as are from time to time in effect relating to any book entry only system, whether within or without the United States, for the registration of beneficial ownership interests in Bonds or Subordinated Indebtedness;

(k) 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 shall be effective only upon delivery to the Agency and the Trustee of an Opinion of Bond Counsel that such changes shall not adversely affect the validity of the Bonds or the exclusion of interest on the Bonds from the gross income of the Holders thereof for federal income tax purposes;

(l) to modify any of the provisions of the Resolution in any other respect whatever with respect to any Bonds, provided that (i) (A) such modification relates only, and is to be effective prior to the issuance of, such Bonds, or (B) such modification relates only, and is to be effective only upon the remarketing of, such Bonds in connection with an optional or mandatory tender thereof for purchase by or on behalf of the Agency or purchase in lieu of redemption pursuant to the Resolution, and (ii) such modification is disclosed in an offering or reoffering document applicable to such issuance or remarketing; or

(m) to modify any of the provisions of the Resolution in any other respect whatever, provided that such modification shall be and shall be expressed to be, effective only after all Bonds Outstanding, and outstanding or unpaid Qualified Hedge Agreements and Reimbursement Obligations at the date of the execution and delivery of such Supplemental Resolution, shall cease to be Outstanding or owing, as the case may be.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be executed and delivered by the Agency which, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Agency, and (ii) the filing with the Agency of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(i) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or

(ii) To insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable and are not contrary to the Resolution as theretofore in effect.

(Sections 10.01 – 10.02)

AMENDMENTS

In addition to amendments described under "SUPPLEMENTAL RESOLUTIONS" above, any modification or amendment of the Resolution and of the rights and obligations of the Agency and of the Holders of the Bonds thereunder, in any particular, may be made by a Supplemental Resolution, with the written consent (i) of the Holders of not less than a majority in principal amount of the Bonds Outstanding at the time such consent is given, (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Holders of not less than a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given, and (iii) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of not less than a majority in principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and Outstanding at the time such consent is given; 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, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary, without its written assent thereto. For the purposes of these provisions, a Series shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be adversely affected by any modification or amendment of this Resolution and any such determination shall be binding and conclusive on the Agency and all Holders of Bonds.

(Section 11.02)

OWNERSHIP OF BONDS

The Agency and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the books of the Agency as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Agency nor any Fiduciary shall be affected by any notice to the contrary.

(Section 3.04)

DEFEASANCE

If the Agency shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the principal or Redemption Price and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Resolution, then the pledge of any Revenues, the Participation Agreements and other moneys and securities pledged under the Resolution and all covenants, agreements and other obligations of the Agency to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by the Agency of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above. All Outstanding Bonds of any Series, or of any maturity within a Series, shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed above if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Agency shall have given to the Trustee irrevocable instructions accepted in writing by the Trustee to mail as provided in the Resolution notice of redemption of such Bonds on said date, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities (including any Defeasance Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, or deposit with the Trustee, shall be sufficient to pay when due the principal or Redemption Price, 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 (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Agency shall have given the Trustee in form satisfactory to it irrevocable instructions to mail a notice to the Holders of such Bonds at their last addresses, if any, appearing upon the registry books, that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Resolution and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price on said Bonds. The mailing of any such notice shall not be a condition precedent to the payment of Bonds and the failure so to mail any notice shall not affect the validity of the proceedings for the payment of Bonds. For the purpose of this Section Defeasance Securities shall mean and include only such securities which shall not be subject to redemption prior to their maturity other than at the option of the owner thereof.

Variable Interest Rate Bonds and Option Bonds shall be deemed to have been paid as shall be specified in the Supplemental Resolutions authorizing the issuance thereof.

(Section 12.01)

UNCLAIMED FUNDS

Any moneys held by a Fiduciary in trust for the payment and discharge of any principal or Redemption Price, if any, of the Bonds which remain unclaimed for five (5) years after the date when such principal, Redemption Price, if any, or interest shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for five (5) years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such principal, Redemption Price, if any, or interest shall become due and payable, shall, at the written request of the Agency, be repaid by the Fiduciary to the Agency, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Agency for the payment of such Bonds; provided, however, that before being required to make any such payment to the Agency, the Fiduciary shall, at the expense of the Agency, mail notice to the affected Bondholders at their last addresses, if any, appearing upon the registry books, that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice, the balance of such moneys then unclaimed will be returned to the Agency; and provided further, however, that such moneys shall be paid to the State Treasurer or other State office or officer if and to the extent required by the Uniform Disposition of Unclaimed Property Act as enacted in the State from time to time or other applicable State law.

(Section 12.01)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER PARAGRAPH (b)(5) OF RULE 15C2-12

[TO BE DATED THE CLOSING DATE]

This Continuing Disclosure Undertaking (the *"Agreement"*) is executed and delivered by Public Power Generation Agency (*"PPGA"*) in connection with the issuance of its $___________ Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2024 Series A (the *"Bonds"*). The Bonds are being issued pursuant to the Whelan Energy Center Unit 2 General Revenue Bond Resolution adopted by the Board of Directors of PPGA on January 4, 2007, as supplemented by the Sixth Supplemental Whelan Energy Center Unit 2 Revenue Bond Resolution adopted by the Board of Directors of PPGA on August 27, 2024 including as a part thereof the Certificate of Determination dated the date hereof (collectively, the *"Resolution"*).

In consideration of the issuance of the Bonds by PPGA and the purchase of such Bonds by the beneficial owners thereof, PPGA covenants and agrees as follows:

Section 1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by PPGA as of the date set forth above, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). PPGA represents that it and the Participants will be the only obligated persons (as such term is defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

Section 2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I*.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of PPGA and of the Participants, prepared pursuant to the standards and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by PPGA and which has filed with PPGA 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 __________, 2024, 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.

Participants means Municipal Energy Agency of Nebraska, Heartland Consumers Power District, Hastings Utilities acting for and on behalf of the City of Hastings, Nebraska, the City of Grand Island, Nebraska, and the City of Nebraska City, Nebraska, each a participant under the Amended and Restated Participation Agreement dated as of October 5, 2006, by and between PPGA and each of the Participants.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Nebraska.

Undertaking means the obligations of PPGA pursuant to Sections 4 and 5.

Section 3. *CUSIP NUMBERS.* The CUSIP Numbers of the Bonds maturing in each of the following years are as follows:

_______ 1 OF THE YEAR	INTEREST RATE	CUSIP NUMBER	_______ 1 OF THE YEAR	INTEREST RATE	CUSIP NUMBER

PPGA will include the CUSIP Numbers in all disclosures described in Sections 4 and 5 of this Agreement.

Section 4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, PPGA hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the forms and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, or because the Obligated Person to which it is related has ceased to be an Obligated Person, PPGA 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 or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

Section 5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, PPGA hereby covenants that it will disseminate in a timely manner (not in excess of ten (10) business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to "material" in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of any scheduled mandatory sinking fund redemption and 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.

Section 6. CONSEQUENCES OF FAILURE OF PPGA TO PROVIDE INFORMATION. PPGA 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 PPGA 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 PPGA 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 PPGA to provide the information as required by this Agreement. A default under this Agreement shall not be deemed a default under the Resolution, and the sole remedy under this Agreement in the event of any failure of PPGA to comply with this Agreement shall be an action to compel performance.

Section 7. *AMENDMENTS; WAIVER*. Notwithstanding any other provision of this Agreement, PPGA by resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of PPGA, 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 PPGA or any of the Obligated Persons (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, PPGA shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

Section 8. *TERMINATION OF UNDERTAKING*. (a) The Undertaking of PPGA shall be terminated hereunder if PPGA shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Resolution.

(b) The Undertaking of PPGA to provide Annual Financial Information and Audited Financial Statements with respect to any Participant shall be (i) terminated hereunder if such Participant shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Resolution and the Participation Agreements or (ii) terminated if the Undertaking of PPGA shall have been terminated pursuant to Section 8(a) above.

Section 9. DISSEMINATION AGENT. PPGA 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.

Section 10. *ADDITIONAL INFORMATION.* Nothing in this Agreement shall be deemed to prevent PPGA 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 PPGA 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, PPGA 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.

Section 11. *BENEFICIARIES.* This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of PPGA, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

Section 12. *RECORDKEEPING.* PPGA 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.

Section 13. *ASSIGNMENT.* PPGA shall not transfer its obligations under the Resolution unless the transferee agrees to assume all obligations of PPGA under this Agreement or to execute an Undertaking under the Rule.

Section 14. *GOVERNING LAW.* This Agreement shall be governed by the laws of the State.

DATED as of the day and year first above written.

PUBLIC POWER GENERATION AGENCY

By ____

Chair of the Board of Directors

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means:

(i) with respect to PPGA, financial information and operating data of the type contained under the paragraph heading *"Operating History"* for Whelan Energy Center Unit 2 in the Final Official Statement under the caption "THE PROJECT — Project Operations"; and

(ii) with respect to the Participants, financial information and operating data of the type contained under the heading "Summary Financial and Operating Information" for each of the Participants in the Final Official Statement under the caption "APPENDIX B — THE PARTICIPANTS."

"Audited Financial Statements" means:

(i) with respect to PPGA, PPGA's audited financial statements for its most recent fiscal year, prepared in accordance with generally accepted accounting principles in the United States as promulgated to apply to governmental entities in the United States from time to time (or such other accounting principles as may be applicable to PPGA in the future pursuant to applicable law); and

(ii) with respect to the Participants, the audited financial statements of each of the Participants, including income statement, balance sheet and cash flow information regarding its electric utility enterprise fund, for its most recent fiscal year, prepared in accordance with generally accepted accounting principles in the United States as promulgated to apply to governmental entities in the United States from time to time (or such other accounting principles as may be applicable to each of the Participants in the future pursuant to applicable law).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth above may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. PPGA shall clearly identify each such item of information included by reference.

Timing of Disclosure. Annual Financial Information exclusive of Audited Financial Statements will be provided to EMMA by PPGA according to the following schedule:

Annual Financial Information Relating to:	End of Fiscal Year	Date Annual Financial Information is to be provided by PPGA
PPGA	Currently December 31	End of 6th month after end of fiscal year
Municipal Energy Agency of Nebraska	Currently March 31	End of 7th month after end of fiscal year
Heartland Consumers Power District	Currently December 31	End of 7th month after end of fiscal year
Hastings Utilities	Currently September 30	End of 7th month after end of fiscal year
City of Grand Island, Nebraska	Currently September 30	End of 7th month after end of fiscal year
Nebraska City, Nebraska	Currently September 30	End of 7th month after end of fiscal year

Audited Financial Statements should be filed at the same time as the Annual Financial Information for PPGA and each Participant. If Audited Financial Statements are not available when such Annual Financial Information is filed, unaudited financial statements shall be included. Audited Financial Statements will be provided to EMMA within 30 days after availability to PPGA.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, PPGA 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 PPGA or a Participant*
13. The consummation of a merger, consolidation, or acquisition involving PPGA or a Participant or the sale of all or substantially all of the assets of PPGA or a Participant, 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 PPGA or a Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of PPGA or a Participant, 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 PPGA or a Participant, any of which reflect financial difficulties

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for PPGA or a Participant 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 PPGA or a Participant, 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 PPGA or a Participant.

APPENDIX E

FORM OF PROPOSED OPINION OF BOND COUNSEL

[Closing Date]

Public Power Generation Agency
8377 Glynoaks Drive
Lincoln, NE 68516

Ladies and Gentlemen:

We have acted as Bond Counsel to the Public Power Generation Agency (the "Agency"), a public body corporate and politic of the State of Nebraska (the "State") created pursuant to Section 18 of Article XV of the Constitution of the State and the State's Interlocal Cooperation Act, Nebr. Rev. St. §§13-801 *et seq*., as amended to the date hereof (the "Act"), in connection with the issuance by the Agency of $_________ aggregate principal amount of Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2024 Series A (the "2024 Series A Bonds").

The Agency has been created by a Public Power Generation Agency Interlocal Agreement dated as of September 1, 2005 (the "Interlocal Agreement") by and between the Municipal Energy Agency of Nebraska, Heartland Consumers Power District (South Dakota), Hastings Utilities acting for and on behalf of the City of Hastings, Nebraska, the City of Grand Island, Nebraska, and the City of Nebraska City, Nebraska (the "Participants").

The 2024 Series A Bonds are issued under and pursuant to the Act, and under and pursuant to the Whelan Energy Center Unit 2 General Revenue Bond Resolution adopted by the Board of Directors of the Agency on January 4, 2007 (the "General Bond Resolution"), as supplemented by the Sixth Supplemental Whelan Energy Center Unit 2 Revenue Bond Resolution adopted by the Board of Directors of the Agency on August __, 2024, including as a part thereof the Certificate of Determination dated the date hereof (the "Sixth Supplemental Resolution"), authorizing the 2024 Series A Bonds (the General Bond Resolution as supplemented by the Sixth Supplemental Resolution being herein called the "Resolution"). The 2024 Series A Bonds are dated, mature, are payable, bear interest and are subject to redemption, all as provided in the Resolution. The Agency heretofore has issued bonds, and reserves the right hereafter to issue additional bonds, in each case on the terms and conditions and for the purposes as provided in the General Bond Resolution and ranking equally as to security and payment with the 2024 Series A Bonds, except for debt service reserve accounts that apply and may apply individually to one or more series of bonds as permitted by the General Bond Resolution.

The Agency has entered into Amended and Restated Participation Agreements (the "Participation Agreements"), each dated as of October 5, 2006, with each of the Participants.

As Bond Counsel to the Agency, at your request we have examined into the validity of the 2024 Series A Bonds, the Participation Agreements and certain other matters as expressly set forth below. We have examined the Constitution and statutes of the State, certified copies of the Interlocal Agreement and of the Participation Agreements, certified copies of proceedings of the Board of Directors of the Agency authorizing the issuance of the 2024 Series A Bonds, including the Resolution, certified copies of proceedings of the Agency authorizing the execution and delivery of the Participation Agreements, and a specimen 2024 Series A Bond, and have made such other examination of applicable law of the States of Nebraska and South Dakota and fact as we have considered necessary or appropriate for the purposes of this letter.

Based on the foregoing, and subject to the assumptions and limitations referred to below, we are of the opinion that:

(1) The Agency is duly created and validly existing under the provisions of the Act in that each Participant has requisite power and authority under the Constitution and statutes of the State of Nebraska or of the State of South Dakota, as applicable, to enter into the Interlocal Agreement and the Interlocal Agreement constitutes a valid and binding agreement of the Participants enforceable in accordance with its terms.

(2) The Agency has the right and power under the Act to adopt the Resolution, and the Resolution has been duly and lawfully adopted by the Agency, is in full force and effect and is valid and binding upon the Agency and enforceable in accordance with its terms, and no other authorization for the Resolution is required. The Resolution creates the valid pledge which it purports to create of the Revenues and all rights to receive the same and all of the Agency's rights, title and interests under the Participation Agreements (as each such term is defined in the Resolution) and certain moneys, securities, funds and accounts held or set aside under the Resolution, subject to the application thereof for the purposes and on the conditions permitted by the Resolution.

(3) The Agency is duly authorized and entitled to issue the 2024 Series A Bonds, and the 2024 Series A Bonds have been duly and validly authorized and issued by the Agency in accordance with law, including the Act, and in accordance with the Resolution, and constitute valid and binding obligations of the Agency as provided in the Resolution and enforceable in accordance with their terms and the terms of the Resolution, and are entitled to the benefits of the Act and of the Resolution. The 2024 Series A Bonds are special obligations of the Agency, payable solely from the Revenues (as defined in the Resolution) and other funds of the Agency as provided in the Resolution. Under the Act, the 2024 Series A Bonds shall not be a debt of any political subdivision (other than the Agency to the extent provided) or of the State and neither the State nor any such political subdivision shall be liable thereon.

(4) The Participation Agreements have been duly authorized, executed and delivered by the Agency and constitute valid and binding agreements of the Agency enforceable against the Agency in accordance with their terms.

(5) Each Participant has requisite power and authority under the Constitution and statutes of the State of Nebraska or of the State of South Dakota, as applicable, to enter into and perform the Participation Agreement to which it is a party and each such Participation Agreement constitutes a valid and binding agreement of the respective Participant enforceable in accordance with its terms.

(6) Under existing statutes and court decisions, (i) interest on the 2024 Series A Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) such interest is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; however, interest in the 2024 Series A Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. In rendering the opinions in this paragraph (6), we have relied on certain representations, certifications of fact, and statements of reasonable expectations made in connection with the issuance of the 2024 Series A Bonds by the Agency and each of the Participants, and have assumed compliance by the Agency and each of the Participants with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the 2024 Series A Bonds from gross income under Section 103 of the Code. Under the Code, noncompliance with such requirements may cause the interest on the 2024 Series A Bonds to be included in gross income for Federal income tax purposes, retroactive to the date of issuance of the 2024 Series A Bonds, irrespective of the date on which such noncompliance occurs or is ascertained.

(7) For any 2024 Series A Bonds having original issue discount, the original issue discount that has accrued and is properly allocable to the owners of such 2024 Series A Bonds under Section 1288 of the Code is excludable from gross income for Federal income tax purposes to the same extent as other interest on such 2024 Series A Bonds.

(8) Under the Nebraska Revenue Act of 1967, Nebr. Rev. St. §§ 77-2701 *et seq*., as amended to the date hereof (the "Revenue Act"), interest on the 2024 Series A Bonds is exempt from income taxation imposed by the State under § 77-2715 of the Revenue Act to the extent that such interest is excluded from gross income for Federal income tax purposes.

In rendering the opinions in paragraphs (1), (4) and (5) above, we have not examined into proceedings of the Participants or matters of local law or regulations, and have not examined into and have assumed the due creation and existence of the Participants and the due authorization, execution and delivery of the Interlocal Agreement and the Participation Agreements by the Participants, as to which you have received an opinion from counsel to each Participant, and no opinion is expressed herein as to such matters.

The opinions expressed in paragraphs (1) through (5) above are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights, and are subject to the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforceability is considered in a proceeding in equity or at law. Furthermore, no opinion is expressed as to the availability of any particular remedy.

We express no opinion herein as to (i) Federal, state or local tax consequences arising with respect to the 2024 Series A Bonds, or the ownership or disposition thereof, except as stated in paragraphs (6), (7) and (8) above, or (ii) the effect of any action taken or not taken in reliance upon an opinion of counsel, other than ourselves, on the Federal income tax treatment of interest on the 2024 Series A Bonds, or under state or local tax laws, or (iii) the accuracy, adequacy, sufficiency or completeness of the Official Statement dated ________, 2024 (or any update or amendment thereof or supplement thereto) of the Agency relating to the 2024 Series A Bonds, or any other financial or other information which has been or may be supplied to purchasers or prospective purchasers of the 2024 Series A Bonds.

This letter is rendered solely with regard to the matters expressly opined on above and does not consider or extend to any documents, agreements, representations or other material of any kind not specifically opined on above. No other opinions are intended nor should they be inferred.

This letter is issued as of the date hereof, and we assume no obligation to update, revise or supplement this letter to reflect any action hereafter taken or not taken, or any facts or circumstances, or changes in law or in interpretations thereof, that may hereafter occur, or for any other reason.

Very truly yours,

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