

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2020

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 33-42125

CHUGACH ELECTRIC ASSOCIATION, INC.

(Exact name of registrant as specifies in its charter)

State of Alaska

(State or other jurisdiction of incorporation or organization)

92-0014224

(I.R.S. Employer Identification No.)

5601 Electron Drive, Anchorage, AK

(Address of principal executive offices)

99518

(Zip Code)

(907) 563-7494

(Registrant's telephone number, including area code)

None

(Former name, former address, and former fiscal year if changed since last report)

Securities registered pursuant to Section 12(b) of the Act: **None**

Title of each class Trading Symbol(s) Name of each exchange on which registered

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

(Note: The registrant is a voluntary filer and not subject to the filing requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934. Although not subject to these filing requirements, the registrant has filed all reports that would have been required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months had the registrant been subject to such requirements.)

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

NONE

CHUGACH ELECTRIC ASSOCIATION, INC.
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CAUTION REGARDING FORWARD-LOOKING STATEMENTS

Statements in this report that do not relate to historical facts, including statements relating to future plans, events or performance, are forward-looking statements that involve risks and uncertainties. Actual results, events or performance may differ materially. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date of this report and the accuracy of which is subject to inherent uncertainty. It is suggested that these statements be read in conjunction with the audited financial statements for Chugach Electric Association Inc. (Chugach) for the year ended December 31, 2019, filed as part of Chugach's annual report on Form 10-K. Chugach undertakes no obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances that may occur after the date of this report or the effect of those events or circumstances on any of the forward-looking statements contained in this report, except as required by law.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

The unaudited financial statements and notes to the unaudited financial statements of Chugach as of and for the quarter ended September 30, 2020, follow.

Chugach Electric Association, Inc.
Consolidated Balance Sheets

Assets	(Unaudited) September 30, 2020	December 31, 2019
Utility plant:		
Electric plant in service	\$ 1,256,536,830	\$ 1,242,523,092
Construction work in progress	19,333,335	16,966,608
Total utility plant	1,275,870,165	1,259,489,700
Less accumulated depreciation	(573,676,368)	(556,209,740)
Net utility plant	702,193,797	703,279,960
Other property and investments, at cost:		
Nonutility property	76,889	76,889
Operating lease right-of-use assets	803,399	958,111
Financing lease right-of-use assets	9,337	0
Investments in associated organizations	7,788,788	8,148,426
Special funds	2,721,824	2,603,505
Restricted cash equivalents	64,310	108,000
Long-term prepayments	313,979	0
Total other property and investments	11,778,526	11,894,931
Current assets:		
Cash and cash equivalents	3,438,865	7,271,820
Special deposits	58,300	54,300
Restricted cash equivalents	500,376	1,244,155
Marketable securities	197,079	194,183
Fuel cost under-recovery	0	1,445,753
Accounts receivable, net	26,087,945	30,120,230
Materials and supplies	17,260,186	18,014,480
Fuel stock	18,537,752	12,250,567
Prepayments	4,219,390	2,699,308
Other current assets	284,579	235,132
Total current assets	70,584,472	73,529,928
Other non-current assets:		
Deferred charges, net	56,325,132	45,880,452
Total other non-current assets	56,325,132	45,880,452
Total assets	\$ 840,881,927	\$ 834,585,271

Continued)

Chugach Electric Association, Inc.
Consolidated Balance Sheets (continued)

Liabilities, Equities and Margins	(Unaudited)	
	September 30, 2020	December 31, 2019
Equities and margins:		
Memberships	\$ 1,797,622	\$ 1,776,592
Patronage capital	179,804,924	177,380,964
Other	15,372,809	15,309,357
Total equities and margins	196,975,355	194,466,913
Long-term obligations, excluding current installments:		
Bonds payable	429,683,330	449,999,997
Notes payable	27,816,000	30,552,000
Less unamortized debt issuance costs	(2,638,644)	(2,684,537)
Operating lease liabilities	597,553	738,713
Financing lease liabilities	7,818	0
Total long-term obligations	455,466,057	478,606,173
Current liabilities:		
Current installments of long-term obligations	24,175,424	27,056,065
Commercial paper	53,000,000	24,000,000
Accounts payable	10,410,487	8,316,375
Consumer deposits	3,758,075	4,294,770
Fuel cost over-recovery	399,137	0
Accrued interest	1,983,722	5,717,759
Salaries, wages and benefits	8,745,066	7,387,746
Fuel	6,604,084	6,765,881
Undergrounding ordinance liability	10,580,312	10,001,492
Other current liabilities	572,361	2,625,516
Total current liabilities	120,228,668	96,165,604
Other non-current liabilities:		
Deferred compensation	1,593,511	1,775,759
Other liabilities, non-current	664,194	398,790
Deferred liabilities	875,250	903,870
Cost of removal obligation / asset retirement obligation	65,078,892	62,268,162
Total other non-current liabilities	68,211,847	65,346,581
Total liabilities, equities and margins	<u>\$ 840,881,927</u>	<u>\$ 834,585,271</u>

See accompanying notes to financial statements.

Chugach Electric Association, Inc.
Consolidated Statements of Operations
(Unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
Operating revenues	\$ 48,256,909	\$ 51,621,006	\$ 156,951,285	\$ 154,988,332
Operating expenses:				
Fuel	12,783,124	14,965,286	39,505,465	42,492,081
Production	4,820,019	5,413,218	15,927,402	14,955,404
Purchased power	4,182,246	5,604,965	17,299,313	17,375,966
Transmission	1,792,807	1,714,765	5,153,979	5,737,548
Distribution	4,272,121	3,798,319	12,254,227	11,222,797
Consumer accounts	1,801,686	1,763,799	5,391,441	5,230,360
Administrative, general and other	5,724,601	5,421,364	18,245,094	18,367,731
Depreciation and amortization	8,056,276	7,902,172	23,969,958	23,452,921
Total operating expenses	<u>\$ 43,432,880</u>	<u>\$ 46,583,888</u>	<u>\$ 137,746,879</u>	<u>\$ 138,834,808</u>
Interest expense:				
Long-term debt and other	5,404,658	5,721,820	16,525,839	16,868,856
Charged to construction	(73,441)	(68,457)	(216,766)	(253,514)
Interest expense, net	<u>\$ 5,331,217</u>	<u>\$ 5,653,363</u>	<u>\$ 16,309,073</u>	<u>\$ 16,615,342</u>
Net operating margins	<u>\$ (507,188)</u>	<u>\$ (616,245)</u>	<u>\$ 2,895,333</u>	<u>\$ (461,818)</u>
Nonoperating margins:				
Interest income	89,301	130,336	282,447	442,151
Allowance for funds used during construction	29,376	30,891	86,705	114,398
Capital credits, patronage dividends and other	23,278	(13,018)	(44,963)	105,739
Total nonoperating margins	<u>\$ 141,955</u>	<u>\$ 148,209</u>	<u>\$ 324,189</u>	<u>\$ 662,288</u>
Assignable margins	<u>\$ (365,233)</u>	<u>\$ (468,036)</u>	<u>\$ 3,219,522</u>	<u>\$ 200,470</u>

See accompanying notes to financial statements.

Chugach Electric Association, Inc.
Consolidated Statements of Changes in Equities and Margins
(Unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2020	2019	2020	2019
Memberships:				
Balance at beginning of period	\$ 1,789,017	\$ 1,761,182	\$ 1,776,592	\$ 1,748,172
Memberships and donations received	8,605	8,370	21,030	21,380
Balance at end of period	<u>\$ 1,797,622</u>	<u>\$ 1,769,552</u>	<u>\$ 1,797,622</u>	<u>\$ 1,769,552</u>
Other equities and margins:				
Balance at beginning of period	15,353,158	15,079,726	15,309,357	14,952,925
Unclaimed capital credits retired	(24,056)	(3,017)	(37,852)	(8,935)
Memberships and donations received	43,707	218,651	101,304	351,370
Balance at end of period	<u>\$ 15,372,809</u>	<u>\$ 15,295,360</u>	<u>\$ 15,372,809</u>	<u>\$ 15,295,360</u>
Patronage capital:				
Balance at beginning of period	182,281,350	173,370,711	177,380,964	177,823,597
Assignable margins	(365,233)	(468,036)	3,219,522	200,470
Retirement/net transfer of capital credits	(2,111,193)	(397,665)	(795,562)	(5,519,057)
Balance at end of period	<u>\$ 179,804,924</u>	<u>\$ 172,505,010</u>	<u>\$ 179,804,924</u>	<u>\$ 172,505,010</u>
Total equities and margins	<u>\$ 196,975,355</u>	<u>\$ 189,569,922</u>	<u>\$ 196,975,355</u>	<u>\$ 189,569,922</u>

See accompanying notes to financial statements.

Chugach Electric Association, Inc.
Consolidated Statements of Cash Flow
(Unaudited)

	Nine months ended September 30,	
	2020	2019
Cash flows from operating activities:		
Assignable margins	\$ 3,219,522	\$ 200,470
Adjustments to reconcile assignable margins to net cash provided by operating activities:		
Depreciation and amortization	23,969,958	23,452,921
Amortization and depreciation cleared to operating expenses	5,235,189	5,432,733
Allowance for funds used during construction	(86,705)	(114,398)
Write off of inventory, deferred charges and projects	249,407	543,364
Other	56,329	(100,730)
(Increase) decrease in assets:		
Accounts receivable, net	3,824,962	5,557,144
Fuel cost under-recovery	1,445,753	(325,339)
Materials and supplies	750,813	(1,324,947)
Fuel stock	(6,287,185)	2,729,133
Prepayments	(1,834,061)	(2,151,564)
Other assets	(53,447)	(42,295)
Deferred charges	(13,956,821)	(9,269,406)
Increase (decrease) in liabilities:		
Accounts payable	187,318	(610,255)
Consumer deposits	(536,695)	(102,065)
Fuel cost over-recovery	399,137	(3,388,295)
Accrued interest	(3,734,037)	(3,620,855)
Salaries, wages and benefits	1,357,320	143,216
Fuel	(161,797)	676,034
Other current liabilities	(1,787,751)	(2,241,684)
Deferred liabilities	(20,850)	13,483
Net cash provided by operating activities	12,236,359	15,456,665
Cash flows from investing activities:		
Return of capital from investment in associated organizations	359,638	421,899
Investment in special funds	(318,269)	(275,328)
Investment in marketable securities and investments-other	(4,921)	(213,510)
Proceeds from the sale of marketable securities	0	6,437,508
Extension and replacement of plant	(22,758,750)	(26,286,728)
Net cash used in investing activities	(22,722,302)	(19,916,159)
Cash flows from financing activities:		
Payments for debt issue costs	(155,644)	(505,065)
Net increase (decrease) in short-term obligations	29,000,000	(44,000,000)
Proceeds from long-term obligations	0	75,000,000
Repayments of long-term obligations	(25,924,667)	(25,810,667)
Memberships and donations received	84,482	363,815
Retirement of patronage capital and estate payments	(795,562)	(6,981,015)
Proceeds from consumer advances for construction	3,656,910	3,217,997
Repayments of consumer advances for construction	0	(1,112)
Net cash provided by financing activities	5,865,519	1,283,953
Net change in cash, cash equivalents, and restricted cash equivalents	(4,620,424)	(3,175,541)
Cash, cash equivalents, and restricted cash equivalents at beginning of period	\$ 8,623,975	\$ 7,428,969
Cash, cash equivalents, and restricted cash equivalents at end of period	\$ 4,003,551	\$ 4,253,428
Supplemental disclosure of non-cash investing and financing activities:		
Cost of removal obligation	\$ 2,810,730	\$ (1,721,655)
Extension and replacement of plant included in accounts payable	\$ 1,498,781	\$ 1,161,430
Supplemental disclosure of cash flow information - interest expense paid, net of amounts capitalized	\$ 19,157,026	\$ 19,827,103

See accompanying notes to financial statements.

Chugach Electric Association, Inc.
Notes to Consolidated Financial Statements
(Unaudited)

1. PRESENTATION OF FINANCIAL INFORMATION

The accompanying unaudited interim financial statements include the accounts of Chugach Electric Association, Inc. (“Chugach”) and have been prepared in accordance with generally accepted accounting principles for interim financial information. Accordingly, they do not include all of the information and footnotes required by United States of America generally accepted accounting principles (“U.S. GAAP”) for complete financial statements. They should be read in conjunction with Chugach’s audited financial statements for the year ended December 31, 2019, filed as part of Chugach’s annual report on Form 10-K. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. The results of operations for interim periods are not necessarily indicative of the results that may be expected for an entire year or any other period.

2. DESCRIPTION OF BUSINESS

Chugach is one of the largest electric utilities in Alaska. Chugach is engaged in the generation, transmission and distribution of electricity in the Anchorage and upper Kenai Peninsula areas. Chugach is on an interconnected regional electrical system in an area referred to as the Alaska Railbelt, a 400-mile-long area stretching from the coastline of the southern Kenai Peninsula to the interior of the state, including Alaska's largest cities, Anchorage and Fairbanks.

Chugach’s retail and wholesale members are the consumers of the electricity sold. Chugach supplies much of the power requirements of the City of Seward (“Seward”), as a wholesale customer. Occasionally, Chugach sells available generation, in excess of its own needs, to Matanuska Electric Association, Inc. (“MEA”), Homer Electric Association, Inc. (“HEA”), Golden Valley Electric Association, Inc. (“GVEA”) and Anchorage Municipal Light & Power (“ML&P”).

Chugach was organized as an Alaska electric cooperative in 1948 and operates on a not-for-profit basis and, accordingly, seeks only to generate revenues sufficient to pay operating and maintenance costs, the cost of purchased power, capital expenditures, depreciation, and principal and interest on all indebtedness and to provide for reserves. Chugach is subject to the regulatory authority of the Regulatory Commission of Alaska (“RCA”).

The consolidated financial statements include the activity of Chugach and of Chugach’s interest in the Beluga River Unit (“BRU”). Chugach accounts for its share of BRU activity using proportional consolidation (see *Note 11 – Beluga River Unit*). Intercompany activity has been eliminated for presentation of the consolidated financial statements.

Chugach has three Collective Bargaining Agreements (“CBAs”) with the International Brotherhood of Electrical Workers (“IBEW”), representing approximately 70% of its workforce. Chugach also has an agreement with the Hotel Employees and Restaurant Employees (“HERE”). All three IBEW CBAs were effective through June 30, 2021,

Chugach Electric Association, Inc.
Notes to Consolidated Financial Statements
(Unaudited)

however, on October 30, 2020, with the closing of the ML&P acquisition, were extended through June 30, 2025, and provide for wage increases in all years and include health and welfare premium cost sharing provisions. The HERE contract is effective through June 30, 2021, and provides for wage, pension contribution, and health and welfare contribution increases in all years.

3. SIGNIFICANT ACCOUNTING POLICIES

a. Management Estimates

In preparing the financial statements in conformity with U.S. GAAP, the management of Chugach is required to make estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the balance sheet and revenues and expenses for the reporting period. Estimates include allowance for doubtful accounts, workers' compensation liability, deferred charges and liabilities, unbilled revenue, estimated useful life of utility plant, cost of removal and asset retirement obligation ("ARO"), and remaining proven BRU reserves. Actual results could differ from those estimates.

b. Regulation

The accounting records of Chugach conform to the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission ("FERC"). Chugach meets the criteria, and accordingly, follows the accounting and reporting requirements of Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 980, "Topic 980 - Regulated Operations." FASB ASC 980 provides for the recognition of regulatory assets and liabilities as allowed by regulators for costs or credits that are reflected in current rates or are considered probable of being included in future rates. Chugach's regulated rates are established to recover all of the specific costs of providing electric service. In each rate filing, rates are set at levels to recover all of the specific allowable costs and those rates are then collected from retail and wholesale customers. The regulatory assets or liabilities are then reduced as the cost or credit is reflected in earnings and our rates.

c. Income Taxes

Chugach is exempt from federal income taxes under the provisions of Section 501(c)(12) of the Internal Revenue Code and for the nine month periods ended September 30, 2020, and 2019, was in compliance with that provision.

Chugach applies a more-likely-than-not recognition threshold for all tax uncertainties. FASB ASC 740, "Topic 740 – Income Taxes," only allows the recognition of those tax benefits that have a greater than 50% likelihood of being sustained upon examination by the taxing authorities. Chugach's management reviewed Chugach's tax positions and determined there were no outstanding or retroactive tax positions that were not highly certain of being sustained upon examination by the taxing authorities.

Chugach Electric Association, Inc.
Notes to Consolidated Financial Statements
(Unaudited)

d. Cash, Cash Equivalents, and Restricted Cash Equivalents

The following table provides a reconciliation of cash, cash equivalents, and restricted cash equivalents reported within the Consolidated Balance Sheet that sum to the total of the same such amounts shown in the Consolidated Statements of Cash Flows.

	September 30, 2020	December 31, 2019
Cash and cash equivalents	\$ 3,438,865	\$ 7,271,820
Restricted cash equivalents	500,376	1,244,155
Restricted cash equivalents included in other property and investments	64,310	108,000
Total cash, cash equivalents and restricted cash equivalents shown in the consolidated statements of cash flows	\$ 4,003,551	\$ 8,623,975

Restricted cash equivalents include funds on deposit for future workers' compensation claims. Restricted assets, including cash equivalents, are recognized on Chugach's Consolidated Balance Sheet when they are restricted as to withdrawal or usage.

e. Marketable Securities

Chugach's marketable securities consist of bond mutual funds, corporate bonds, and certificates of deposit with a maturity less than 12 months, classified as trading securities, reported at fair value with gains and losses in earnings. Interest and dividend income from marketable securities is included in nonoperating margins – interest income, and was \$39.9 thousand and \$103.9 thousand at September 30, 2020, and 2019, respectively. Net gains and losses on marketable securities are included in nonoperating margins – capital credits, patronage dividends and other, and are summarized as follows:

	Nine months ended September 30, 2020	Nine months ended September 30, 2019
Net gains and (losses) recognized during the period on trading securities	\$ (2,025)	\$ 98,657
Less: Net gains and (losses) recognized during the period on trading securities sold during the period	0	98,495
Unrealized gains and (losses) recognized during the reporting period on trading securities still held at the reporting date	\$ (2,025)	\$ 162

f. Accounts Receivable

Included in accounts receivable are amounts invoiced to ML&P for their proportionate share of current Southcentral Power Project ("SPP") costs, which amounted to \$1.8 million and \$1.0 million at September 30, 2020, and December 31, 2019, respectively.

Chugach Electric Association, Inc.
Notes to Consolidated Financial Statements
(Unaudited)

g. Fuel Stock

Fuel stock is the weighted average cost of fuel injected into Cook Inlet Natural Gas Storage, LLC (“CINGSA”). Chugach’s fuel balance in storage amounted to \$18.5 million and \$12.3 million at September 30, 2020, and December 31, 2019, respectively.

h. Investments in Associated Organizations

Chugach’s investments in associated organizations are considered equity securities without readily determinable fair values, and as such are measured at cost minus impairment, if any. There were no impairments of these investments recognized during the nine months ended September 30, 2020, or 2019.

4. REVENUE FROM CONTRACTS WITH CUSTOMERS

a. Nature of goods and services

The following is a description of the contracts and customer classes from which Chugach generates revenue.

i. Energy Sales

Energy sales revenues are Chugach’s primary source of revenue, representing approximately 97.7% and 96.8% of total operating revenue during the nine months ended September 30, 2020, and 2019, respectively. Energy sales revenues are recognized upon delivery of electricity, based on billing rates authorized by the RCA, which are applied to customers’ usage of electricity. Chugach’s rates are established, in part, on test period sales levels that reflect actual operating results. Chugach’s tariffs include provisions for the recovery of gas costs according to gas supply contracts and costs associated with the BRU operations, as well as purchased power costs.

Expenses associated with electric services include fuel purchased from others and produced from Chugach’s interest in the BRU, both of which are used to generate electricity, as well as power purchased from others. Chugach is authorized by the RCA to recover fuel and purchased power costs through the fuel and purchased power adjustment process, which is adjusted quarterly to reflect increases and decreases of such costs. The amount of fuel and purchased power revenue recognized is equal to actual fuel and purchased power costs. We recognize differences between projected recoverable fuel and purchased power costs and amounts actually recovered through rates. The fuel cost under/over recovery on our balance sheet represents the net accumulation of any under- or over-collection of fuel and purchased power costs. Fuel cost under-recovery will appear as an asset on our balance sheet and will be collected from our members in subsequent periods. Conversely, fuel cost over-recovery will appear as a liability on our balance sheet and will be refunded to our members in subsequent periods.

Chugach Electric Association, Inc.
Notes to Consolidated Financial Statements
(Unaudited)

Customer Class	Nature, timing of satisfaction of performance obligations, and significant payment terms
Retail	Retail energy customers can have up to four components of monthly billing included in revenue – energy, fuel and purchased power, demand and customer charge. The energy rate and fuel and purchased power rates are applied by kilowatt hour (kWh) usage. The demand charge is applied by kilowatt (kW). The customer charge is a monthly amount applied by meter.
Wholesale	Classified as firm energy sales. Four components of monthly billing are included in revenue – energy, fuel and purchased power, demand and customer charge. The energy rate is applied by kWh usage. The fuel and purchased power revenue collected reflects actual cost. The demand charge is applied by kW. The customer charge is a monthly amount applied by meter.
Economy	Classified as non-firm energy sales. Three components of monthly billing are included in revenue – fuel, operations and maintenance, and margin. The actual fuel costs are billed per thousand cubic feet (Mcf) used. The operations and maintenance and margin rates are applied by megawatt hour (MWh) usage.

Payment on energy sales invoices to all customer classes above are due within 15 to 30 days.

Chugach calculates unbilled revenue, for residential and commercial customers, at the end of each month to ensure the recognition of a full month of revenue. Chugach accrued \$7,977,228 and \$8,271,054 of unbilled retail revenue at September 30, 2020, and 2019, respectively, which is included in accounts receivable on the balance sheet. Revenue derived from wholesale and economy customers is recorded from metered locations on a calendar month basis, so no unbilled estimation is required.

The collectability of our energy sales has been very high with typically 0.10% written off as bad debt expense, adjusted annually. As it relates to the collectability of our energy sales during COVID-19, see “*Item 1 – Financial Statements – Note 5 – Regulatory Matters – Senate Bill 241.*”

There were no costs associated with obtaining any of these contracts, therefore no asset was recognized or recorded associated with obtaining any contract.

ii. Wheeling

Wheeling represented 1.5% and 2.0% of our revenue during the nine months ended September 30, 2020, and 2019, respectively. Wheeling was recorded through the wheeling of energy across Chugach’s transmission lines at rates set by utility tariff and approved by the RCA. The rates are applied to MWh of energy wheeled. The collectability of wheeling is very high, with no adjustment required.

Chugach Electric Association, Inc.
Notes to Consolidated Financial Statements
(Unaudited)

iii. Other Miscellaneous Services

Other miscellaneous services consist of various agreements including dispatch service and gas transfer agreements, pole rentals and microwave bandwidth. Revenue from these agreements is billed monthly and represented 0.8% and 1.2% of our total operating revenue during the nine months ended September 30, 2020, and 2019, respectively. The revenue recognized from these agreements is recorded as the service is provided over a period of time. The collectability of these agreements is very high, with no adjustment required.

b. Disaggregation of Revenue

The table below details the revenue recognized by customer class and disaggregates base revenue from fuel and purchased power revenue recognized in the Consolidated Statement of Operations for the third quarter of 2020 and 2019 (in millions).

	Base Rate Sales Revenue			Fuel and Purchased Power Revenue			Total Revenue		
	2020	2019	% Variance	2020	2019	% Variance	2020	2019	% Variance
Retail	\$ 30.8	\$ 29.9	3.0 %	\$ 15.1	\$ 18.6	(18.8%)	\$ 45.9	\$ 48.5	(5.4%)
Wholesale	\$ 0.5	\$ 0.6	(16.7%)	\$ 0.8	\$ 1.0	(20.0%)	\$ 1.3	\$ 1.6	(18.8%)
Economy	\$ 0.0	\$ 0.0	0.0 %	\$ 0.0	\$ 0.0	0.0 %	\$ 0.0	\$ 0.0	0.0 %
Total Energy Sales	\$ 31.3	\$ 30.5	2.6 %	\$ 15.9	\$ 19.6	(18.9%)	\$ 47.2	\$ 50.1	(5.8%)
Wheeling	\$ 0.0	\$ 0.0	0.0 %	\$ 0.7	\$ 0.8	(12.5%)	\$ 0.7	\$ 0.8	(12.5%)
Other	\$ 0.4	\$ 0.7	(42.9%)	\$ 0.0	\$ 0.0	0.0 %	\$ 0.4	\$ 0.7	(42.9%)
Total Miscellaneous	\$ 0.4	\$ 0.7	(42.9%)	\$ 0.7	\$ 0.8	(12.5%)	\$ 1.1	\$ 1.5	(26.7%)
Total Revenue	\$ 31.7	\$ 31.2	1.6 %	\$ 16.6	\$ 20.4	(18.6%)	\$ 48.3	\$ 51.6	(6.4%)

The table below details the revenue recognized by customer class and disaggregates base revenue from fuel and purchased power revenue recognized in the Consolidated Statement of Operations for the nine months ended September 30, 2020, and 2019 (in millions).

	Base Rate Sales Revenue			Fuel and Purchased Power Revenue			Total Revenue		
	2020	2019	% Variance	2020	2019	% Variance	2020	2019	% Variance
Retail	\$ 98.1	\$ 91.9	6.7%	\$ 51.0	\$ 53.7	(5.0%)	\$ 149.1	\$ 145.6	2.4%
Wholesale	\$ 1.7	\$ 1.6	6.2%	\$ 2.6	\$ 2.7	(3.7%)	\$ 4.3	\$ 4.3	(0.0%)
Economy	\$ 0.0	\$ 0.0	0.0 %	\$ 0.0	\$ 0.0	0.0 %	\$ 0.0	\$ 0.0	0.0 %
Total Energy Sales	\$ 99.8	\$ 93.5	6.7 %	\$ 53.6	\$ 56.4	(5.0%)	\$ 153.4	\$ 149.9	2.3 %
Wheeling	\$ 0.0	\$ 0.0	0.0 %	\$ 2.4	\$ 3.1	(22.6%)	\$ 2.4	\$ 3.1	(22.6%)
Other	\$ 1.2	\$ 1.9	(36.8%)	\$ 0.0	\$ 0.1	(100.0%)	\$ 1.2	\$ 2.0	(40.0%)
Total Miscellaneous	\$ 1.2	\$ 1.9	(36.8%)	\$ 2.4	\$ 3.2	(25.0%)	\$ 3.6	\$ 5.1	(29.4%)
Total Revenue	\$ 101.0	\$ 95.4	5.9 %	\$ 56.0	\$ 59.6	(6.0%)	\$ 157.0	\$ 155.0	1.3 %

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c. Contract Balances

The table below provides information about contract receivables and contract liabilities.

	September 30, 2020	December 31, 2019
Contract receivables, included in accounts receivable	\$ 23,577,157	\$ 26,383,976
Contract asset	0	1,445,753
Contract liabilities	2,068,938	1,839,514

Contract receivables represent amounts receivable from retail, wholesale, economy and wheeling.

The contract asset consists of the fuel under-recovery and represents the under-collection of fuel and purchased power costs through the fuel and purchased power adjustment process, which will be collected from customers in the following quarter.

Contract liabilities consist of credit balances and fuel cost over-recovery. Credit balances are reported as consumer deposits and represent the prepaid accounts of retail customers and are recognized in revenue as the customer uses electric service. Fuel cost over-recovery represents the over-collection of fuel and purchased power costs through the fuel and purchased power adjustment process, which will be refunded to customers through lower fuel and purchased power rates in the following quarter.

Significant changes in the contract asset balances are as follows:

	September 30, 2020	December 31, 2019
Contract asset at beginning of period	\$ 1,445,753	\$ 0
Cash received, excluding amounts recognized as revenue during the period	0	1,445,753
Revenue recognized and transferred from contract asset at the beginning of the period	(1,445,753)	0
Contract asset at end of period	\$ 0	\$ 1,445,753

Significant changes in contract liabilities balances are as follows:

	September 30, 2020	December 31, 2019
Contract liabilities at beginning of period	\$ 1,839,514	\$ 5,196,426
Cash received, excluding amounts recognized as revenue during the period	1,964,010	1,839,514
Revenue recognized and transferred from contract liabilities at the beginning of the period	(1,734,586)	(5,196,426)
Contract liabilities at end of period	\$ 2,068,938	\$ 1,839,514

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d. Transaction Price Allocated to Remaining Performance Obligations

The table below includes estimated revenue to be recognized during the remainder of 2020 related to performance obligations that are unsatisfied (or partially unsatisfied) at September 30, 2020.

	2020
Credit balances	\$ 1,669,801
Fuel cost over-recovery	399,137

Credit balances are primarily associated with Chugach’s LevelPay program. The program calculates the monthly amount to be collected from customers annually. It is anticipated the balance will be recognized in revenue within the following year as customers consume electricity.

5. REGULATORY MATTERS

Simplified Rate Filing

Chugach is a participant in the Simplified Rate Filing (“SRF”) process for adjustments to base demand and energy rates for Chugach retail customers and wholesale customer, Seward. SRF is an expedited base rate adjustment process available to electric cooperatives in the State of Alaska, with filings made either on a quarterly or semi-annual basis. Chugach is a participant on a quarterly filing schedule basis. Chugach is required to submit filings to the RCA for approval before any rate changes can be implemented. While there is no limitation on decreases, base rate increases under SRF are limited to 8% in a 12-month period and 20% in a 36-month period.

Chugach submitted quarterly SRF filings which resulted in a system demand and energy rate increase of 3.8% effective November 1, 2019; an increase of 0.4% effective February 1, 2020; an increase of 1.1% effective May 1, 2020; and a decrease of 0.04% effective August 1, 2020.

Operation and Regulation of the Alaska Railbelt Electric and Transmission System

In June 2016, the RCA opened a docket to “evaluate the reliability and security standards and practices of Alaska Electric Utilities.” In 2017, Chugach and several other Alaska Railbelt utilities entered into a contract with GDS Associates, Inc. (“GDS”). GDS’s role was to facilitate discussion between all six Alaska Railbelt utilities and various stakeholders with a goal of submitting to the RCA organizational plans for a Railbelt Reliability Council (“RRC”), including a governance structure, that will be responsible for adoption and enforcement of uniform reliability standards and integrated transmission resource planning. GDS presented to the RCA during two technical conferences in January and March of 2018. Chugach and the other utilities provided GDS’s final recommendation of the RRC to the RCA in May 2018. During the fourth quarter of 2018, the utilities reviewed and adopted the memorandum of understanding with GDS (“GDS MOU”).

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On March 15, 2019, the RCA initiated an order requesting comments on proposed legislative language which would authorize the RCA to designate or develop an Electric Reliability Organization (“ERO”). Chugach submitted comments seeking to delay adoption until the RRC Governance Board could be formed but continued to work with the RCA, Railbelt utilities and stakeholders to draft acceptable legislation.

Chugach and the members of Alaska Railbelt Cooperative Transmission and Electric Company (“ARCTEC”) continue to work with the other utilities and stakeholders to arrive at legislation and an RRC organization acceptable to all Railbelt utilities and stakeholders.

In December 2019, the Railbelt utilities signed a Memorandum of Understanding to form an RRC. Alaska Senate Bill 123 (“SB 123”) provides for the creation and regulation of an electric reliability organization. The electric reliability organization will provide integrated resource planning and require preapproval for interconnection for some large energy facilities. On April 29, 2020, the Governor of Alaska signed the bill, with the section requiring the RCA to adopt regulations taking effect immediately. Regulations should be finalized by July 1, 2021, with certification of the ERO, by the RCA, occurring in late 2021 or early 2022.

In June 2016, in response to Docket I-16-002, Railbelt Utility Information Technology and Operations Technology leadership began meeting to discuss Railbelt Cybersecurity. The Railbelt Utilities Managers group designated the Cybersecurity Working Group to review industry standards and provide a statement of work to develop Railbelt Cybersecurity Standards. On June 21, 2018, Chugach posted a Request for Proposal to hire a consultant to write the standards. The final draft was presented to the Railbelt Utility Managers on February 15, 2019. On July 10, 2019, a status update was provided to the RCA by the Railbelt Utility Managers announcing the completion of Alaska Critical Infrastructure Protection (“AKCIP”) Cybersecurity Standards and a collective agreement for adoption effective January 1, 2020. Implementation schedules are contained in the specific standards.

ML&P Acquisition

In December 2017, the Mayor of Anchorage, Alaska, announced plans to place a proposition on the April 3, 2018 municipal ballot allowing the voters to authorize the sale of ML&P to Chugach. The proposition was approved by 65.08% of Anchorage voters per the certified election results. Chugach and the Municipality of Anchorage (“MOA”) negotiated final sales agreements and associated documents. The sale of ML&P was approved by the Anchorage Assembly on December 4, 2018 and the Chugach Board of Directors gave its final approval on December 19, 2018. The agreements and associated documents were executed on December 28, 2018. Pursuant to these agreements and associated documents, on April 1, 2019, Chugach submitted the Joint Request for Necessary Approvals for Acquisition of Anchorage Municipal Light and Power, and the Petition for Approvals Needed to Acquire Anchorage Municipal Light and Power and Application to Amend Certificate of Public Convenience and Necessity (“CPCN”) No. 8 to the RCA. The RCA accepted the filing as complete on April 18, 2019, and the procedural

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conference was held on April 22, 2019. On May 8, 2019, the RCA issued an order indicating that a final order in the case was expected by November 19, 2019. In addition, the RCA granted the petitions to intervene filed by MEA; Providence Health and Services (“Providence”); GVEA; the Federal Executive Agencies (“FEA”); and HEA / Alaska Electric and Energy Cooperative, Inc. Hearings on the acquisition were held in August and September 2019. On October 1, 2019, all parties agreed to an extension for the RCA’s final order in the case to February 17, 2020, which was subsequently extended to May 28, 2020, as described below.

In June 2019, Chugach and GVEA entered into a Memorandum of Understanding (“MOU”) in which Chugach agreed to provide GVEA non-firm energy, wheeling and ancillary services for a 3-year period under terms and conditions consistent with its operating tariff, and will make available 5 MW of Bradley Lake capacity to GVEA for a 5-year period. Excluding fuel, the MOU is expected to provide over \$10 million of additional revenue to the Chugach system over the term of the agreement. GVEA has withdrawn its petition to intervene regarding the ML&P acquisition.

On September 27, 2019, Chugach entered into an Amendment No. 1 to Asset Purchase Agreement (“APA Amendment No. 1”), Amendment No. 1 to Payment in Lieu of Taxes Agreement (“PILT Amendment No. 1”), and Amendment No. 1 to Eklutna Power Purchase Agreement (“PPA Amendment No. 1”) with the MOA. The APA Amendment No. 1 provides that the purchase price shall reflect the net book value of Municipal Light & Power assets at closing and amends related definitions. The PILT Amendment No. 1 revises the calculation of PILT to make it consistent with the APA Amendment. The PPA Amendment No. 1 defines the Eklutna PPA as a wholesale power agreement.

On October 28, 2019, Chugach, ML&P, Providence, FEA, MEA, Alaska Energy Authority, and ENSTAR Natural Gas Company, a Division of SEMCO Energy, Inc., filed a stipulation with the RCA resolving all disputed issues in these consolidated dockets (“Stipulation”). The Office of the Attorney General, Regulatory Affairs & Public Advocacy Section was not a party to the Stipulation. The RCA ordered an additional hearing to consider the Stipulation.

On October 28, 2019, Chugach entered into an Amendment No. 2 to Asset Purchase and Sale Agreement (“APA Amendment No. 2”), Amendment No. 2 to Eklutna Power Purchase Agreement (“PPA Amendment No. 2”), and Amendment No. 2 to Payment in Lieu of Taxes Agreement (“PILT Amendment No. 2”) with the MOA. The APA Amendment No. 2 extends the termination date of the APA from June 30, 2020, to September 30, 2020, and recognizes the Eklutna Transmission Assets as Acquired Assets in recognition of the fulfillment of a condition in the original APA. The PPA Amendment No. 2 recognizes changes to the dispute resolution procedures contained therein and the PILT Amendment No. 2 removes Chugach’s obligation in certain regulatory or bankruptcy proceedings to support and stipulate to the fact that the payment in lieu of taxes payments are a tax obligation and should be given appropriate priority status based on that fact.

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On February 27, 2020, the RCA issued an order extending the statutory timeline and extended the time to consider the Stipulations to May 28, 2020. The RCA issued an order on May 28, 2020, accepting the Stipulations and approved the acquisition of ML&P subject to certain conditions. The conditions include required filings within 90 days of the Order date for: 1) unified fuel and purchased power rates, and 2) the gas transfer price for natural gas from the BRU. Additional conditions include the formation of a tight power pool with MEA and the filing of a general rate case by December 31, 2023 that contains unified base demand and energy rates.

On July 9, 2020, Chugach entered into an Amendment No. 3 to Asset Purchase Agreement (“APA Amendment No. 3”), Amendment No. 3 to Eklutna Power Purchase Agreement (“PPA Amendment No. 3”), Amendment No. 3 to the Payment in Lieu of Taxes Agreement (“PILT Amendment No. 3”) and a BRU Fuel Agreement Termination Agreement with the MOA and will become effective upon RCA approval. These amended agreements incorporate changes reflecting the result of the May 28, 2020 RCA order. APA Amendment No. 3 removes provisions regarding Chugach’s commitment not to raise base rates as a result of the acquisition, extends the time to close from 120 days to 160 days after RCA approval, removes references to the BRU Fuel Agreement, requires the MOA to provide certain copies of easements, reduces the upfront payment to the MOA by \$10.0 million, eliminates any upward price adjustment if ML&P’s net book value of the purchased assets is greater than \$715.4 million at closing, recognizes a \$36.0 million rate reduction account to be funded by the MOA for the benefit of ML&P legacy customers, and extends the APA termination date to October 31, 2020. PPA Amendment No. 3 recognizes Chugach’s right to set-off payments to the extent the MOA does not fulfill its obligations required in the Stipulation and removes references indicating the PPA is a power purchase agreement under Alaska statute. PILT Amendment No. 3 requires that beginning no later than January 1, 2024, costs incurred by Chugach as a result of the PILT Agreement shall be recovered through base rates charged to all Chugach customers. The BRU Fuel Agreement Termination Agreement terminates the BRU Fuel Agreement, given the conditions relating to the pricing of BRU gas in Order 39.

As a condition of approval for the acquisition of ML&P, the RCA included in its May 28, 2020 order a requirement that Chugach and MEA execute and file a tight power pool agreement at least 45 days in advance of close of the acquisition. In addition to this requirement, the RCA order required certain conditions to be included in the agreement. On July 15, 2020, Chugach submitted the Operations Agreement for Power Pooling and Joint Dispatch by and between Chugach and MEA. In an order issued on July 31, 2020, the RCA indicated that the agreement did not facially meet the requirements contained in the acquisition order.

Chugach and MEA updated the agreement and Chugach submitted the Amended and Restated Operations Agreement for Power Pooling and Joint Dispatch (“Amended Pooling Agreement”) with the RCA on August 7, 2020. The Amended Pooling Agreement removes certain termination provisions prior to the expiration of the 20-year term, contains clarifying language on the creation of a single load balancing area within the first year of tight pool operation, recognizes the RCA’s ability to establish just and reasonable rates or

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rate mechanisms, and clarifies that power pool operation will begin within six months of acquisition close. The RCA subsequently issued an order that its conditions were met, allowing Chugach to close on the acquisition. On November 2, 2020, the RCA approved the Amended Pooling Agreement.

On September 30, 2020, Chugach submitted a request to the RCA to temporarily suspend its participation in the SRF process pending the completion of a general rate case. Chugach has committed and the RCA has affirmed that Chugach will file its first general rate case following the acquisition of ML&P by December 31, 2023. Chugach is planning to request RCA approval to re-enter the SRF process after completion of the rate case.

The transaction to acquire ML&P closed on October 30, 2020. Chugach also entered into a letter agreement regarding the APA with the MOA regarding certain procedural matters related to closing of the acquisition. Additionally, Chugach entered into Amendment No. 4 to the Eklutna Power Purchase Agreement dated September 23, 2020, which modified a clause pertaining to Chugach's portion of the Eklutna Hydroelectric Project, thereby setting a timeline for the parties to come to an agreement within one (1) year of closing on the acquisition of ML&P. Chugach also entered into a side letter to the Eklutna Power Purchase Agreement with the MOA, effective October 30, 2020, addressing the terms and conditions of the interim period between the effective acquisition date of ML&P by Chugach and the effective date of the MEA Eklutna Power Purchase Agreement between the MOA and MEA. For more information, see "Note 10 – ML&P ACQUISITION" and "NOTE 14 – SUBSEQUENT EVENTS."

Senate Bill 241

The Alaska House and Senate approved a bill designed to address several impacts resulting from the COVID-19 pandemic in the State of Alaska. Three sections of Senate Bill 241 ("SB 241") affect utility operations in Alaska. A section on "tolling" allows the RCA to exceed normal decision-making deadlines. Another section prohibits disconnection of utility service for residential customers agreeing to a payment plan who provide a sworn statement they are unable to pay because of COVID-19 issues. This section also makes it clear that customers are not relieved of their obligation to pay for utility service. The final utility section deals with the creation of "regulatory assets" for unpaid accounts and other COVID-19-related unusual expenses. A regulatory asset provides an accounting treatment and recovery over time for out-of-the-ordinary expenses. SB 241 also extends the date of the coronavirus emergency to November 15, 2020, unless lifted earlier. Alaska Governor Dunleavy signed the bill into law on April 9, 2020.

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6. DEBT

Lines of Credit

Chugach maintains a \$50.0 million line of credit with National Rural Utilities Cooperative Finance Corporation (“NRUCFC”). On March 16, 2020, Chugach drew \$41.0 million on this line of credit to pay the balance of commercial paper. The balance on this line of credit was subsequently paid using the senior unsecured credit facility backstopping our commercial paper program; therefore, there was no outstanding balance on this line of credit at September 30, 2020. Chugach did not utilize this line of credit during 2019, and therefore had no outstanding balance at December 31, 2019. The borrowing rate is calculated using the total rate per annum and may be fixed by NRUCFC, and was 2.45% and 3.25% at September 30, 2020, and December 31, 2019, respectively. The NRUCFC Revolving Line Of Credit Agreement requires that Chugach, for each 12-month period, for a period of at least five consecutive days, pay down the entire outstanding principal balance. The NRUCFC line of credit expires September 29, 2022. This line of credit is immediately available for unconditional borrowing.

Commercial Paper

On June 13, 2016, Chugach entered into a \$150.0 million senior unsecured credit facility (“The Credit Agreement”) which is used to back Chugach’s commercial paper program. The pricing included an all-in drawn spread of one month London Interbank Offered Rate (“LIBOR”) plus 90.0 basis points, along with a 10.0 basis points facility fee (based on an A/A2/A unsecured debt rating). The commercial paper can be repriced between one day and 397 days. The participating banks included NRUCFC, KeyBank National Association, Bank of America, N.A., and CoBank, ACB. The Credit Agreement was due to expire on June 13, 2021.

On July 30, 2019, Chugach entered into the First Amendment to the Credit Agreement (“Amendment”) with NRUCFC, Bank of America, N.A. KeyBank National Association, Wells Fargo Bank N.A., and CoBank, ACB. The Amendment increases the lenders’ aggregate commitments under the senior unsecured credit facility from \$150 million to \$300 million and extends the maturity date of the facility from June 13, 2021, to July 30, 2024. The Amendment also includes provisions for calculating interest on loans in ways other than the LIBOR. In addition, the Amendment permits Chugach to enter into a bridge financing to fund its potential acquisition of ML&P, of not in excess of \$800 million for a term of up to eighteen (18) months. This indebtedness is in addition to other indebtedness permitted to be incurred under the existing senior unsecured credit facility. Other terms of the Credit Agreement remain materially the same.

On March 16, 2020, Chugach attempted to reprice its outstanding commercial paper. Due to volatility in the markets caused by the pandemic, the demand for cash pushed treasuries into the negative, seizing up the commercial paper market. The lack of overall liquidity resulted in Chugach having to utilize other pre-existing credit facilities. The balance of commercial paper was initially paid using the NRUCFC line of credit, which was

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subsequently rolled over to the senior unsecured credit facility used to back the commercial paper program. The balance outstanding on our senior unsecured credit facility was \$41.0 million bearing interest at 1.85% when it was paid using commercial paper on April 27, 2020.

Chugach had \$53.0 million of commercial paper outstanding at September 30, 2020, and \$24.0 million outstanding at December 31, 2019.

The following table provides information regarding average commercial paper balances outstanding for the quarter ended September 30, 2020, and 2019 (dollars in millions), as well as corresponding weighted average interest rates:

2020		2019	
Average Balance	Weighted Average Interest Rate	Average Balance	Weighted Average Interest Rate
\$42.9	0.22 %	\$9.4	2.53 %

Term Loans

Chugach has a term loan facility with CoBank. Loans made under this facility are evidenced by the 2016 CoBank Note, which is governed by the Amended and Restated Master Loan Agreement dated June 30, 2016 (“CoBank Loan Agreement”), as amended November 26, 2019, and secured by the Second Amended and Restated Indenture of Trust (“Indenture”). At September 30, 2020, Chugach had \$31.5 million outstanding with CoBank.

Financing

On May 15, 2019, Chugach issued \$75.0 million of First Mortgage Bonds, 2019 Series A, due May 15, 2049 (the “Bonds”). The Bonds were issued for the purpose of repaying outstanding commercial paper used to finance Chugach’s capital improvement program and for general corporate purposes. The Bonds bear interest at the rate of 3.86%. Interest on the Bonds is due each May 15 and November 15, commencing on November 15, 2019. Principal on the Bonds is due in varying installment amounts on an annual basis beginning May 15, 2021, resulting in an average life of approximately 12.0 years. The Bonds are secured, ranking equally with all other long-term obligations, by a first lien on substantially all of Chugach’s assets, pursuant to the Seventh Supplemental Indenture to the Indenture, which Indenture initially became effective on January 20, 2011, as previously amended and supplemented.

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Debt Issuance Costs

The following table outlines debt issuance costs associated with long-term obligations, excluding current installments, at September 30, 2020.

	Long-term Obligations	Unamortized Debt Issuance Costs
2011 Series A Bonds	\$ 168,333,330	\$ 900,167
2012 Series A Bonds	158,250,000	807,887
2017 Series A Bonds	32,000,000	170,539
2019 Series A Bonds	71,100,000	463,573
2016 CoBank Note	27,816,000	148,483
2020 Financing	0	147,995
	\$ 457,499,330	\$ 2,638,644

The following table outlines debt issuance costs associated with long-term obligations, excluding current installments, at December 31, 2019.

	Long-term Obligations	Unamortized Debt Issuance Costs
2011 Series A Bonds	\$ 178,999,997	\$ 981,692
2012 Series A Bonds	162,000,000	864,613
2017 Series A Bonds	34,000,000	178,410
2019 Series A Bonds	75,000,000	488,611
2016 CoBank Note	30,552,000	171,211
	\$ 480,551,997	\$ 2,684,537

7. RECENT ACCOUNTING PRONOUNCEMENTS

Issued and adopted as of September 30, 2020:

ASC Update 2016-13 “Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” and Related Updates

In June 2016, the FASB issued ASU 2016-13, “Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments.” ASU 2016-13 revised the criteria for the measurement, recognition, and reporting of credit losses on financial instruments to be recognized when expected. This update is effective for fiscal years beginning after December 15, 2019, including the interim periods within those years. Chugach began application of ASU 2016-13 on January 1, 2020. Adoption did not have a material effect on our results of operations, financial position, and cash flows.

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ASC Update 2018-13 “Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement”

In August 2018, the FASB issued ASU 2018-13, “Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement.” ASU 2018-13 changes the fair value measurement disclosure requirements of ASC 820. This update is effective for all entities for fiscal years beginning after December 15, 2019, including interim periods therein. Early adoption is permitted for any eliminated or modified disclosures upon issuance of this ASU. Chugach began application of ASU 2018-13 on January 1, 2020. Adoption did not have a material effect on our results of operations, financial position, and cash flows.

ASC Update 2018-15 “Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract (a consensus of the FASB Emerging Issues Task Force)”

In August 2018, the FASB issued ASU 2018-15, “Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract.” ASU 2018-15 aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The ASU is effective for public business entities for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Early adoption is permitted. Chugach began application of ASU 2018-15 on January 1, 2020. Adoption did not have a material effect on our results of operations, financial position, and cash flows.

Issued, not yet adopted:

ASC Update 2018-14 “Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20): Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans”

In August 2018, the FASB issued ASU 2018-14, “Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20): Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans.” ASU 2018-14 Modifies ASC 715-20 to improve disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. The ASU is effective for fiscal years ending after December 15, 2020, for public companies. Early adoption is permitted. Chugach will begin application of ASU 2018-14 on January 1, 2021. Adoption is not expected to have a material effect on our results of operations, financial position, and cash flows.

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8. LEASES

Chugach has one financing lease and several operating leases, most of which are various land easements. Chugach has four operating leases as right-of-use assets for a building, office equipment, and substation land lease, with remaining lease terms of three months to 23 years and a weighted average lease term of 6.52 years. Chugach’s financing lease and operating lease assets are presented as operating lease right-of-use assets on the Consolidated Balance Sheet. The current portion of financing lease and operating lease liabilities are included in current installments of long-term obligations and the long-term portion is presented as finance lease or operating lease liabilities on the Consolidated Balance Sheet. A weighted average discount rate of 4.14% was used in calculating the right-to-use assets and lease liabilities. Chugach’s discount rate was calculated using our incremental borrowing rate based on the average borrowing rate of our long-term debt.

Recognition of the right-of-use asset and operating lease liability represents a non-cash investing and financing activity. Chugach entered into a Power Purchase Agreement with Fire Island Wind, LLC, (“FIW”) on June 21, 2011. The Fire Island Wind contract contains a lease because the agreement identifies an asset (the wind farm is explicitly specified in the agreement and FIW does not have substantive substitution rights) and Chugach controls the use of the asset (it takes 100% of the output and, to the extent there is wind, can control how and when the wind farm produces power directly through its supervisory control and data acquisition (“SCADA”) system). However, due to the exclusively variable nature of the payments related to Fire Island Wind, no new assets or liabilities have been added to the Consolidated Balance Sheet, no changes were made to the Consolidated Statements of Cash Flow, and the variable payments are still classified as purchased power expense on the Consolidated Statements of Operations. These variable payments, included in purchased power, are reflected in the following table.

Supplemental statement of operations information associated with leases:

	Nine months ended September 30, 2020	Nine months ended September 30, 2019
Finance lease cost:		
Amortization of right-of-use assets	\$ 2,389	\$ 0
Interest on lease liabilities	370	0
Operating lease cost	198,750	110,130
Variable lease cost	3,165,416	2,944,690
Total lease cost	<u>\$ 3,366,925</u>	<u>\$ 3,054,820</u>

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Supplemental cash flow information associated with leases:

	Nine months ended September 30, 2020	Nine months ended September 30, 2019
Cash paid for amounts included in the measurement of liabilities:		
Operating cash flows from operating leases	\$ 190,534	\$ 165,750
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 0	\$ 977,096
Financing leases	\$ 9,855	\$ 0

Supplemental balance sheet information associated with leases:

	September 30, 2020	December 31, 2019
Operating lease right-of-use assets	\$ 803,399	\$ 958,111
Financing lease right-of-use assets	9,337	0
Total right-of-use assets	<u>\$ 812,736</u>	<u>\$ 958,111</u>
Operating lease liabilities	597,553	738,713
Financing lease liabilities	7,818	0
Current installments of lease liabilities	210,757	219,398
Total operating lease liabilities	<u>\$ 816,128</u>	<u>\$ 958,111</u>

Maturities associated with lease liabilities:

	September 30, 2020
2020	\$ 72,511
2021	227,429
2022	227,429
2023	227,429
2024	11,429
Thereafter	165,036
Total lease payments	931,263
Less imputed interest	115,135
Present value of lease liabilities	<u>\$ 816,128</u>

9. FAIR VALUES OF ASSETS AND LIABILITIES

Fair Value Hierarchy

In accordance with FASB ASC 820, Chugach groups its financial assets and liabilities measured at fair value in three levels, based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

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Level 1 – Valuation is based upon quoted prices for identical instruments traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes United States Treasury and federal agency securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuation is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.

Level 3 – Valuation is generated from model-based techniques that use significant assumptions not observable in the market. These unobservable assumptions reflect Chugach’s estimates of assumptions that market participants would use in pricing the asset or liability. Valuation techniques include use of option pricing models, discounted cash flow models and similar techniques.

Chugach sold all marketable securities in the second quarter of 2019, using the funds for patronage capital payments to HEA and MEA. During the third quarter of 2019, Chugach made a small investment in marketable securities. The table below presents the balance of Chugach’s marketable securities measured at fair value on a recurring basis at September 30, 2020, and December 31, 2019. Chugach’s bond mutual funds were measured using quoted prices in active markets. Chugach had no other assets or liabilities measured at fair value on a recurring basis at September 30, 2020, or at December 31, 2019.

September 30, 2020	Total	Level 1	Level 2	Level 3
Bond mutual funds	\$ 197,079	\$ 197,079	\$ 0	\$ 0

December 31, 2019	Total	Level 1	Level 2	Level 3
Bond mutual funds	\$ 194,183	\$ 194,183	\$ 0	\$ 0

Fair Value of Financial Instruments

Fair value estimates are dependent upon subjective assumptions and involve significant uncertainties resulting in variability in estimates with changes in assumptions. The fair value of cash and cash equivalents, accounts receivable and payable, and other short-term monetary assets and liabilities approximate carrying value due to their short-term nature.

The estimated fair values (in thousands) of long-term debt included in long-term obligations at September 30, 2020, are as follows:

	Carrying Value	Fair Value Level 2
Long-term obligations (including current installments)	\$ 481,464	\$ 539,313

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10. ML&P ACQUISITION

In December 2017, the Mayor of Anchorage, Alaska, announced plans to place a proposition on the April 3, 2018 municipal ballot allowing the voters to authorize the sale of ML&P to Chugach. The proposition was approved by Anchorage voters 65.08% to 34.92% per the certified election results. Chugach and the MOA negotiated final sales agreements and associated documents. The sale of ML&P was approved by the Anchorage Assembly on December 4, 2018 and the Chugach Board of Directors gave its final approval on December 19, 2018.

On December 28, 2018, Chugach entered into the Asset Purchase and Sale Agreement (“APA”) with the MOA to acquire substantially all of the assets, and certain specified liabilities of ML&P, subject to approval by the RCA. On December 28, 2018, Chugach also entered into an Eklutna Power Purchase Agreement (“PPA Agreement”), a Payment in Lieu of Taxes Agreement (“PILT Agreement”), and a BRU Fuel Agreement (“Ancillary Agreements”) with the MOA.

During the first week of April 2019, pursuant to the APA, Chugach and the MOA jointly submitted applications to amend their respective CPCNs to permit Chugach to provide electric service in ML&P’s legacy service territory. The RCA accepted the filing as complete on April 18, 2019, and a procedural conference was held on April 22, 2019. On May 8, 2019, the RCA issued an order indicating that a final order in the case was expected by November 19, 2019. In addition, the RCA granted the petitions to intervene filed by MEA; Providence Health and Services (“Providence”); GVEA; the Federal Executive Agencies (“FEA”); and HEA / Alaska Electric and Energy Cooperative, Inc. Hearings on the acquisition were held in August and September 2019. On October 1, 2019, all parties agreed to an extension for the RCA final order in the case to February 17, 2020. The statutory timeline for issuance of a final order and to rule on the Stipulations was extended to February 28, 2020. On February 27, 2020, the RCA issued an order extending the statutory timeline and extended the time to consider the Stipulation to May 28, 2020. The RCA issued an order on May 28, 2020, accepting the Stipulations and approved the acquisition of ML&P subject to certain conditions. The conditions include required filings within 90 days of the Order date for: 1) unified fuel and purchased power rates, and 2) the gas transfer price for natural gas from the BRU. Additionally, the RCA requires Chugach to form a tight Power Pooling Agreement with MEA.

In June 2019, Chugach and GVEA entered into a Memorandum of Understanding (“MOU”) in which Chugach agreed to provide GVEA non-firm energy, wheeling and ancillary services for a 3-year period under terms and conditions consistent with its operating tariff, and will make available 5 MW of Bradley Lake capacity to GVEA for a 5-year period. Excluding fuel, the MOU is expected to provide over \$10 million of additional revenue to the Chugach system over the term of the agreement. GVEA has withdrawn its petition to intervene regarding the ML&P acquisition.

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Pursuant to the original APA, upon closing, Chugach will transfer the purchase price of \$767.8 million less the estimated accrued leave liability and the estimated net book value of designated excluded assets. The APA also includes terms for post-closing purchase price adjustments. In September 2019, Chugach entered into APA Amendment No. 1, which provides that the purchase price shall reflect net book value of ML&P assets at closing and amends related definitions. In October 2019, Chugach entered into APA Amendment No. 2 extending the termination date of the APA from June 30, 2020, to September 30, 2020, and recognizing Eklutna Transmission Assets as acquired assets in recognition of the fulfillment of a condition in the original APA. On July 9, 2020, Chugach entered into APA Amendment No. 3 addressing the RCA's conditions which removes provisions regarding Chugach's commitment not to raise base rates as a result of the acquisition, extends the time to close from 120 days to 160 days after RCA approval, removes references to the BRU Fuel Agreement, requires the MOA to provide certain copies of easements, reduces the upfront payment to the MOA by \$10.0 million, eliminates any upward price adjustment if ML&P's net book value of the purchased assets is greater than \$715.4 million at closing, recognizes a \$36.0 million rate reduction account to be funded by the MOA for the benefit of ML&P legacy customers, and extends the APA termination date to October 31, 2020.

The Eklutna PPA, which will be effective upon closing, provides for the purchase of all or a portion of ML&P's share of generation from the Eklutna Hydroelectric Project by Chugach from MOA for a period of 35 years at specified fixed prices each year. In September 2019, Chugach entered into PPA Amendment No. 1, which defines the Eklutna PPA as a wholesale power agreement. In October 2019, Chugach entered into PPA Amendment No. 2 to recognize changes to the dispute resolution procedures. On July 9, 2020, Chugach entered into PPA Amendment No. 3 which recognizes Chugach's right to set-off payments to the extent the MOA does not fulfill its obligations required in the Stipulation and removes references indicating the PPA is a power purchase agreement under Alaska statute.

The PILT Agreement, which will be effective upon closing, provides for Chugach to make annual payments in lieu of taxes to the MOA for a period of 50 years based on current millage rates and the adjusted book value of property for ML&P's service territory in existence at the closing as adjusted each year. The PILT Agreement also provides that until December 31, 2033, Chugach shall only collect amounts associated with those annual PILT payments from retail customers in the legacy ML&P territory. Thereafter, the annual PILT payments shall be collected from all Chugach retail customers. In September 2019, Chugach entered into PILT Amendment No. 1 to revise the calculation of PILT to make it consistent with the APA Amendment No. 1. In October 2019, Chugach entered into PILT Amendment No. 2 to remove Chugach's obligation in certain regulatory or bankruptcy proceedings to support and stipulate to the fact that the payments in lieu of taxes are a tax obligation and should be given appropriate priority status based on that fact. On July 9, 2020, Chugach entered into PILT Amendment No. 3, which requires that beginning no later than January 1, 2024, costs incurred by Chugach as a result of the PILT Agreement shall be recovered through base rates charged to all Chugach customers.

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The BRU Fuel Agreement provided that through December 31, 2033, Chugach would use gas attributable to production in the portion of the BRU acquired from MOA to serve retail customers of Chugach within the legacy ML&P territory at a specified gas transfer price and would use any excess gas to serve other customers of Chugach at the same specified gas transfer price. On July 9, 2020, to comply with the RCA's conditions relating to the pricing of BRU gas in Order 39, Chugach entered into an agreement to terminate the BRU Fuel Agreement, see "Note 5 – REGULATORY MATTERS – ML&P Acquisition."

The acquisition closed on October 30, 2020. Chugach also entered into a letter agreement regarding the APA with the MOA regarding certain procedural matters related to closing of the acquisition. Additionally, Chugach entered into Amendment No. 4 to the Eklutna Power Purchase Agreement dated September 23, 2020, which modified a clause pertaining to Chugach's portion of the Eklutna Hydroelectric Project, thereby setting a timeline for the parties to come to an agreement within one (1) year of closing on the acquisition of ML&P. Chugach also entered into a side letter to the Eklutna Power Purchase Agreement with the MOA, effective October 30, 2020, addressing the terms and conditions of the interim period between the effective acquisition date of ML&P by Chugach and the effective date of the MEA Eklutna Power Purchase Agreement between the MOA and MEA. For additional information, see "Note 14 – SUBSEQUENT EVENTS."

11. BELUGA RIVER UNIT

The BRU is located on the western side of Cook Inlet, approximately 35 miles from Anchorage, and is an established natural gas field that was originally discovered in 1962. The BRU is jointly owned by ML&P (56.7%), Hilcorp (33.3%), and Chugach (10.0%).

Chugach records depreciation, depletion and amortization on BRU assets based on units of production. During 2019, Chugach lifted 0.9 Billion Cubic Feet ("BCF"), resulting in a cumulative lift since purchase of 6.3 BCF. Chugach, and other owners, ML&P and Hilcorp, are operating under an existing joint operating agreement (the "Operating Agreement"). Hilcorp is the operator for BRU. In addition to the operator fees to Hilcorp, other BRU expenses include royalty expense and interest on long-term debt. All expenses other than depreciation, depletion and amortization and interest on long-term debt are included as fuel expense on Chugach's Consolidated Statement of Operations. Costs associated with the BRU are recovered on a dollar-for-dollar basis through Chugach's quarterly fuel and purchased power adjustment process. Chugach has applied and qualified for a small producer tax credit, provided by the State of Alaska, resulting in an estimate of no liability for production taxes for a period of ten years, through 2026.

Chugach updates the BRU fuel reserve estimate every three years and the Asset Retirement Obligation ("ARO") every five years. During the second quarter of 2019, both the fuel reserve and the ARO were updated.

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The fuel reserve study, based on the updated 2019 report, indicates that Chugach's BRU gas reserves are 19.6 BCF, or about 3.0 BCF lower in relation to the prior field reserve estimate after adjusting for actual gas produced. The production forecast was based upon well-defined current exponential decline rates for the economic life of the Sterling and Beluga formations. Based on production rates of the existing wells and the revised reserve estimate, the estimated field life has been extended from December 2033 to December 2037.

The updated ARO estimate for the field is \$56.9 million, comprised of \$28.5 million for above ground assets and \$28.4 million for below ground assets. Chugach's share of this cost is \$5.69 million. The updated ARO is higher than the prior field estimate of \$33.5 million produced in the 2013 study. For Chugach, the ARO increased from \$3.35 million to \$5.69 million. Significant factors contributing to the increase include new facilities and increased regulatory requirements for remediation. The RCA opened and consolidated dockets to address BRU gas transfer prices and related matters, including the reserve study and the ARO update. Both Chugach and ML&P are parties to the proceeding.

12. ENVIRONMENTAL MATTERS

Chugach includes costs associated with environmental compliance in both our operating and capital budgets. We accrue for costs associated with environmental remediation obligations when those costs are probable and reasonably estimated. We do not anticipate that environmental related expenditures will have a material effect on our results of operations or financial condition. We cannot, however, predict the nature, extent or cost of new laws or regulations relating to environmental matters.

The three utility owners of the Eklutna Hydroelectric Project (Chugach, ML&P, and MEA) are obligated by a 1991 Fish & Wildlife Agreement to develop and implement measures to protect, mitigate, and enhance the fish and wildlife impacted by the project ("PME program"). The program is to be approved by the Governor of Alaska with completion of the program no later than October of 2032, 35 years after its purchase. The owners initiated a required consultation process with key government agencies and interested parties in March 2019. The agreement requires equal consideration of; 1) efficient and economical power production, 2) energy conservation, 3) protection, mitigation of damage to, and enhancement of fish and wildlife, 4) protection of recreation opportunities, 5) municipal water supplies, 6) preservation of other aspects of environmental quality, 7) other beneficial public uses, and 8) requirements of state law. The hydroelectric project and municipal water system currently utilize 100% of the water inflows.

The Clean Air Act and Environmental Protection Agency ("EPA") regulations under the Clean Air Act establish ambient air quality standards and limit the emission of many air pollutants. New Clean Air Act regulations impacting electric utilities may result from future events or new regulatory programs. An Executive Order promoting energy independence and economic growth was issued on March 28, 2017, by the President instructing the EPA to review the Clean Power Plan ("CPP"). On August 21, 2018 the EPA proposed the Affordable Clean Energy ("ACE") rule which would establish emission guidelines for states to develop plans to address GHG emissions from existing coal-fired

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power plants. The final ACE rule was issued by the EPA on June 19, 2019. The final rule is certain to face legal challenge. The ACE rule, in its current form, is not expected to have a material effect on Chugach's financial condition, results of operations, or cash flows. While Chugach cannot predict the implementation of any additional new law or regulation, or the limitations thereof, it is possible that new laws or regulations could increase capital and operating costs. Chugach has obtained or applied for all Clean Air Act permits currently required for the operation of generating facilities.

Chugach is subject to numerous other environmental statutes including the Clean Water Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Endangered Species Act, and the Comprehensive Environmental Response, Compensation and Liability Act and to the regulations implementing these statutes. Chugach does not believe that compliance with these statutes and regulations to date has had a material impact on its financial condition, results of operation or cash flows. However, the implementation of any additional new law or regulation, or the limitations thereof, or changes in or new interpretations of laws or regulations could result in significant additional capital or operating expenses. Chugach monitors proposed new regulations and existing regulation changes through industry associations and professional organizations.

13. COMMITMENTS AND CONTINGENCIES

Contingencies

Chugach is a participant in various legal actions, rate disputes, personnel matters and claims both for and against Chugach's interests. Management believes the outcome of any such matters will not materially impact Chugach's financial condition, results of operations or liquidity. Chugach establishes reserves when a particular contingency is probable and calculable. Chugach has not accrued for any contingency at September 30, 2020, as it does not consider any contingency to be probable nor calculable. Chugach faces contingencies that are reasonably possible to occur; however, they cannot currently be estimated.

Concentrations

Approximately 70% of our employees are members of the IBEW. Chugach has three CBAs with the IBEW. On October 30, 2020, with the closing of the ML&P acquisition, all three IBEW CBAs were extended through June 30, 2025. We also have a CBA with the HERE, which is effective through June 30, 2021.

Commitments

Fuel Supply Contracts

Chugach has fuel supply contracts with various producers at market terms. Chugach entered into a gas contract with Hilcorp effective January 1, 2015, to provide gas through March 31, 2018 (the "Hilcorp Agreement"). After four amendments to the Hilcorp Agreement, Chugach has 100% of its needs filled through March 31, 2028. The total

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amount of gas under this agreement is estimated to be 79.4 BCF. All of the production is expected to come from Cook Inlet, Alaska. The terms of the Hilcorp Agreement require Chugach to manage the natural gas transportation over the connecting pipeline systems. Chugach has gas transportation agreements with ENSTAR and Harvest Pipeline.

BRU Operations

At this time, Chugach and other owners, ML&P and Hilcorp, have chosen to continue operating under an existing Joint Operating Agreement. Hilcorp is the operator for BRU.

Patronage Capital

Pursuant to an agreement reached with HEA in 2017, patronage capital payable to HEA is paid in increments of \$2.0 million annually. At December 31, 2019, patronage capital payable to HEA was \$1.9 million. The Board authorized payment in May 2020, resulting in no patronage capital payable to HEA at September 30, 2020. Additionally, the Board authorized the retirement and payment of capital credits to MEA and SES of \$520,144 and \$30,888, respectively.

Legal Proceedings

Chugach has certain litigation matters and pending claims that arise in the ordinary course of Chugach's business. In the opinion of management, none of these matters, individually or in the aggregate, is or are likely to have a material adverse effect on Chugach's results of operations, financial condition or cash flows.

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14. SUBSEQUENT EVENTS

On October 26, 2020, Chugach issued \$275,000,000 of First Mortgage Bonds, 2020 Series A, due October 15, 2039 (Tranche A) and \$525,000,000 of First Mortgage Bonds, 2020 Series A, due October 15, 2050 (Tranche B), for the purpose of funding the acquisition of certain assets of ML&P from the MOA (“Acquisition”), fund transaction costs relating to the Acquisition, refinance unsecured indebtedness issued to fund costs associated with the Acquisition or reimburse Chugach for other funds applied in connection therewith.

The 2020 Series A Bonds (Tranche A) will mature on October 30, 2039, and will bear interest at 2.38% per annum. Interest will be paid each April 30 and October 30, commencing on April 30, 2021. The 2020 Series A Bonds (Tranche B) will mature on October 30, 2050, and will bear interest at 2.91% per annum. Interest will be paid each April 30 and October 30, commencing on April 30, 2021. The 2020 Series A Bonds (Tranche A) will pay principal on an annual basis beginning on April 30, 2025, resulting in an average life of approximately 10.68 years. The 2020 Series A Bonds (Tranche B) will pay principal between April 30, 2021 and October 30, 2030, and between April 30, 2036 and October 30, 2050, resulting in an average life of approximately 18.88 years. The bonds are secured, equally and ratably with all other long-term obligations, by a first lien on substantially all of Chugach assets, pursuant to the Indenture, which initially became effective on January 20, 2011, as previously amended and supplemented.

On October 30, 2020, Chugach closed on the acquisition, pursuant to the previously announced APA dated December 28, 2017, and previously amended, with the MOA to acquire the service territory, substantially all of the assets (other than certain assets specified in the APA), and certain specified liabilities of ML&P. Chugach transferred \$757.8 million (the purchase price) less the net of certain assets and liabilities. For more information see “Note 5 – REGULATORY MATTERS” and “Note 10 – ML&P ACQUISITION.”

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Reference is made to the information contained under the caption “CAUTION REGARDING FORWARD-LOOKING STATEMENTS” at the beginning of this report.

OVERVIEW

Chugach is one of the largest electric utilities in Alaska, engaged in the generation, transmission and distribution of electricity. Chugach is on an interconnected regional electrical system referred to as Alaska’s Railbelt, a 400-mile-long area stretching from the coastline of the southern Kenai Peninsula to the interior of the state which includes Alaska’s largest cities, Anchorage and Fairbanks.

Chugach directly serves retail customers in the Anchorage and upper Kenai Peninsula areas and supplies much of the power requirements of the City of Seward, as a wholesale customer. Periodically, Chugach sells available generation in excess of its own needs to Matanuska Electric Association, Inc. (“MEA”), Homer Electric Association, Inc. (“HEA”), Golden Valley Electric Association, Inc. (“GVEA”) and Anchorage Municipal Light & Power (“ML&P”).

Chugach is an Alaska electric cooperative operating on a not-for-profit basis and is subject to the regulatory authority of the Regulatory Commission of Alaska (“RCA”).

Chugach’s customers’ requirements for capacity and energy generally increase in fall and winter as home heating and lighting needs increase and decline in spring and summer as the weather becomes milder and daylight hours increase.

Chugach Operations

In the near term, Chugach continues to face the challenges of operating in a global pandemic environment, while managing flat load growth and securing additional revenue sources. These challenges, plans at the state level, and the ML&P acquisition, will shape how Chugach proceeds into the future.

ML&P Acquisition

In December 2017, the Mayor of Anchorage, Alaska, announced plans to place a proposition on the April 3, 2018 municipal ballot allowing the voters to authorize the sale of ML&P to Chugach. The proposition was approved by Anchorage voters 65.08% to 34.92% per the certified election results. Chugach and the Municipality of Anchorage (“MOA”) negotiated final sales agreements and associated documents. The sale of ML&P was approved by the Anchorage Assembly on December 4, 2018 and the Chugach Board of Directors gave its final approval on December 19, 2018. The agreements and associated documents were executed on December 28, 2018. On April 1, 2019, Chugach submitted a joint request for approval for the acquisition and an application to amend the CPCN to the RCA, which was accepted on April 18, 2019. On May 28, 2020, the RCA issued a conditional approval of the acquisition. For more information concerning the ML&P Acquisition, see “*Item 1 – Financial Statements – Note 5 – Regulatory Matters, Note 10 – ML&P Acquisition and Note 14 – Subsequent Events.*”

Railbelt Grid Unification

Chugach remains focused on efforts in Alaska's Railbelt to explore the benefits of grid unification. Currently, each of the six electric utilities in Alaska's Railbelt own a portion of the transmission grid, as does the Alaska Energy Authority ("AEA"). Chugach is a proponent of following other successful business models to unify the grid effectively. Discussions on the issue led the Alaska State Legislature in 2014 to appropriate \$250,000 to the RCA to explore the issue and report back to legislators. With the support of the RCA, Chugach and several other Alaska Railbelt utilities began evaluating possible restructured business model opportunities including a Railbelt Reliability Council and a Transco (Railbelt wide transmission only utility), as well as, associated economic dispatch models that Chugach believes may lead to more optimal system-wide operations.

In June 2016, the RCA opened a docket to "evaluate the reliability and security standards and practices of Alaska Electric Utilities." In 2017, Chugach and several other Alaska Railbelt utilities entered into a contract with GDS Associates, Inc. ("GDS"). GDS's role was to facilitate discussions among all six Alaska Railbelt utilities and various stakeholders with a goal of submitting to the RCA organizational plans for a Railbelt Reliability Council ("RRC"), including a governance structure, that will be responsible for adoption and enforcement of uniform reliability standards and integrated transmission resource planning. Chugach and the other utilities provided GDS's final recommendation of the RRC to the RCA in May 2018. During the fourth quarter of 2018, the utilities reviewed and adopted the memorandum of understanding.

During 2019, the utilities engaged non-utility stakeholders in the MOU process and revised the MOU to take into account non-utility stakeholder concerns. In December 2019, the utilities submitted this revised MOU detailing the formation of an RRC to the RCA.

In March 2019, the RCA issued an order requesting comments on proposed legislative language which would authorize the RCA to designate or develop an Electric Reliability Organization ("ERO"). Chugach submitted comments seeking to delay adoption until the RRC Governance Board could be formed but continued to work with the RCA, Railbelt utilities and stakeholders to draft acceptable legislation. This legislation took form in Alaska Senate Bill 123 ("SB 123").

SB 123 provides for the creation and regulation of an ERO. On April 29, 2020, the Governor of Alaska signed the bill, with the section requiring the RCA to adopt regulations taking effect immediately. Regulations should be finalized by July 1, 2021, with certification of the ERO, by the RCA occurring in late 2021 or early 2022.

In June 2020, the RCA opened three regulatory dockets (R-20-001, 002, 003) to address ERO regulations. Chugach, in coordination with the other utilities and some non-utility stakeholders, is participating in each of these dockets. In a parallel effort, the RRC is being formed. The RRC Implementation Committee is now nearly fully formed, and consists of representatives of the six Railbelt utilities, Alaska Energy Authority ("AEA"), two independent power provider representatives, and a consumer advocacy seat, two non-affiliated members with the Chair of the RCA and a representative from the Regulatory Affairs and Public Advocacy Office ("RAPA") of the Attorney General. This group is working to develop the foundational documents for the RRC, e.g., Articles of Incorporation, Bylaws, Code of Conduct, etc.

In March 2018, the Alaska Intertie Management Committee (“IMC”) completed the development of the Railbelt Reliability Standards and submitted them to the RCA on April 5, 2018. These reliability standards are based on North American Electric Reliability Corporation (“NERC”) standards, modified to meet the unique circumstances of the relatively small and islanded Railbelt Grid. The standards govern the secure operation of the Railbelt Electric Grid and will be adopted for the further development, administration and enforcement by the ERO.

Additionally, in June 2016, in response to RCA Docket I-16-002, Railbelt Utility Information Technology and Operations Technology leadership began meeting to discuss Railbelt Cybersecurity. The Railbelt Utilities Managers group designated the Cybersecurity Working Group to review industry standards and provide a statement of work to develop Railbelt Cybersecurity Standards. In June 2018, Chugach posted a Request for Proposal to hire a consultant to write the standards. A final draft was presented to the Railbelt Utility Managers on February 14, 2019. On July 10, 2019, a status was provided to the RCA from the Railbelt Utility Managers announcing the completion of Alaska Critical Infrastructure Protection (“AKCIP”) Cybersecurity Standards, and collective agreement to adopt them effective January 1, 2020, and implement them according to the implementation schedules contained in the specific standards. The standards will also be adopted for further development, administration and enforcement by the ERO.

Earthquake

On November 30, 2018, a 7.1 magnitude earthquake jolted Southcentral Alaska. The epicenter was located approximately 10 miles northeast of Anchorage and resulted in significant damage throughout the area. While approximately 21,000 of Chugach’s members lost power, the number of members without power was reduced to less than 70 within 12 hours. On January 31, 2019, the President declared the earthquake a federal disaster. Chugach has applied for Federal Emergency Management Agency (“FEMA”) assistance as we continued to assess and repair any damages on our system due to the earthquake. At September 30, 2020, costs associated with system-wide repairs and damages were \$4.3 million, with \$0.4 million received from FEMA during the first nine months of 2020. No FEMA funds were received during 2019. At this time, Chugach does not anticipate this event to have a material impact on our financial condition, results of operations, and cash flows.

Fuel Supply

Chugach actively manages its fuel supply needs and currently has contracts in place to meet up to 100% of its anticipated needs through March 2028. Chugach continues its efforts to secure long-term reliable gas supply solutions and encourages new development and continued investment in Cook Inlet. The DNR published a study in March 2018, “Cook Inlet Natural Gas Availability,” to provide an estimate of additional Cook Inlet gas that could be recovered through additional investment and how long Cook Inlet gas production can continue to meet existing demand levels. The 2018 DNR study concluded there is potentially 500-800 Bcf of additional gas to be developed at the economical price range of \$6-8/Mcf (real 2016 dollars); however, at a price greater than \$12/Mcf as much as 800-1,000 Bcf could be developed. The 2018 DNR study also concluded there was sufficient Cook Inlet gas to satisfy the current demand of 80 Bcf/year to meet the demand until around 2030, under the assumptions and simplifications used therein. The 2018 DNR study did not attempt to forecast Cook Inlet gas prices. The 2015 DNR study

estimated there are 1,183 Bcf of proved and probable reserves remaining in Cook Inlet’s legacy fields. The 2015 DNR estimate did not include reserves from a large gas field developed by Furie and another developed by BlueCrest Alaska Operating, LLC. Furie constructed an offshore gas production platform, Julius R, in 2015 and achieved production. The platform and other production facilities are designed for up to 200 million cubic feet (MMcf) per day. Chugach continues to explore other alternatives to diversify its portfolio.

In April 2016, the RCA approved the acquisition of the Beluga River Unit effective January 1, 2016. Chugach’s interest in the BRU is to reduce the cost of electric service to its retail and wholesale members by securing an additional long-term supply of natural gas to meet on-going generation requirements. The acquisition complements existing gas supplies and is expected to provide greater fuel diversity at an effective annual cost that is \$2 million to \$3 million less than alternative sources of gas in the Cook Inlet region. Approximately 81% of Chugach’s current generation requirements are met from natural gas, 15% are met from hydroelectric facilities, and 4% are met from wind.

At the time of acquisition, the BRU was expected to provide gas to meet Chugach’s on-going generation requirements over an approximate 18-year period. As it is currently operated, pursuant to an updated reserve study completed in 2019 the BRU is expected to provide about 15% of Chugach’s gas requirements through 2038, although actual gas quantities produced are expected to vary on a year-by-year basis.

Chugach has a firm gas supply contract with Hilcorp, see “*Item 1 – Financial Statement – Note 13 – Commitments and Contingencies – Commitments – Fuel Supply Contracts.*” Chugach has a firm and interruptible gas supply contract with Furie Operating Alaska, LLC. Firm gas supplies from Furie to Chugach begin April 1, 2023 through March 31, 2033. On August 9, 2019, Furie Operating Alaska, LLC and two affiliated debtors, Cornucopia Oil & Gas Company, LLC and Corsair Oil & Gas LLC (collectively, the “Debtors”) each filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. Case No. 19-11781. On June 30, 2020, Anchorage based HEX Cook Inlet, LLC closed its deal to acquire the assets and existing equity interests of Chapter 11 debtor Furie Operating Alaska LLC and related debtor companies Cornucopia Oil & Gas Company LLC and Corsair Oil & Gas LLC. On May 15, 2020 Chugach received confirmation that the Firm and Interruptible Gas Sale and Purchase Agreement was assumed by HEX Cook Inlet, LLC through the Third Amendment Joint Plan of Reorganization. In addition to this firm contract, Chugach has gas supply agreements with AIX Energy LLC through March 31, 2024 (with an option to extend the term an additional 5-year period through March 31, 2029), and with Cook Inlet Energy LLC through March 31, 2023. Collectively, these agreements provide added diversification and optionality for Chugach to minimize costs within its gas supply portfolio.

To date, Chugach’s fuel supply has not been impacted or disrupted by the COVID-19 pandemic.

RESULTS OF OPERATIONS

Current Year Quarter versus Prior Year Quarter

Assignable margins increased \$0.1 million, or 22.0%, during the third quarter of 2020 compared to the same period of 2019, primarily due to higher base rates despite lower energy sales.

Operating revenues, which include sales of electric energy to retail, wholesale and economy energy customers and other miscellaneous revenues, decreased \$3.3 million, or 6.4%, during the third quarter of 2020 compared to the same period of 2019. Retail revenue decreased \$2.6 million, or 5.4%, and wholesale revenue decreased \$0.3 million, or 18.8%, during the third quarter of 2020 compared to the same period of 2019, primarily due to lower fuel and purchased power costs recovered through the fuel and purchased power adjustment process. Additionally, higher base rates were offset by lower energy sales. The increase in energy sales to residential customers as a result of the COVID-19 pandemic were more than offset by the decrease in energy sales to commercial customers.

Economy revenue did not materially change during the third quarter of 2020 compared to the same period of 2019.

Miscellaneous revenue decreased \$0.4 million, or 26.7%, during the third quarter of 2020 compared to the same period of 2019, primarily due to a decrease in late fee revenue during the third quarter of 2020, as a result of COVID-19 relief legislation, as well as a FEMA claim associated with earthquake repairs recorded during the third quarter of 2019.

Based on the results of fixed and variable cost recovery established in Chugach’s last rate case, wholesale sales to Seward contributed approximately \$0.3 million and \$0.4 million to Chugach’s fixed costs for the quarters ended September 30, 2020, and 2019.

See “ITEM 1 – FINANCIAL STATEMENTS – Note 4 – REVENUE FROM CONTRACTS WITH CUSTOMERS,” for a table showing the base rate sales revenue and fuel and purchased power revenue by customer class that is included in revenue for the quarters ending September 30, 2020, and 2019.

The following table summarizes kWh sales for the quarter ended September 30:

Customer	2020 kWh	2019 kWh
Retail	237,334,363	249,930,683
Wholesale	13,481,938	14,799,404
Economy Energy	0	0
Total	250,816,301	264,730,087

During the third quarter of 2020 compared to the same period of 2019, base demand and energy rates increased 5.4% to retail and 2.3% to Seward, respectively. The rate changes result from Chugach’s SRF process.

Total operating expenses decreased \$3.2 million, or 6.8%, in the third quarter of 2020 compared to the same period of 2019, primarily due to lower fuel and purchased power expense.

Fuel expense decreased \$2.2 million, or 14.6%, in the third quarter of 2020 compared to the same period of 2019, primarily due to less fuel used as a result of lower energy sales, which was somewhat offset by a higher price. In the third quarter of 2020, Chugach purchased, for our own

generation, 1,361,667 Mcf of fuel, excluding 76,974 Mcf recorded as purchased power, at an average effective delivered price of \$9.84 per Mcf. This calculation does not include fuel produced at BRU, nor does it include fuel purchased for MEA and ML&P power plants and recorded as purchased power. In the third quarter of 2019, Chugach purchased, for our own generation, 1,633,126 Mcf, excluding 216,708 Mcf recorded as purchased power, at an average effective delivered price of \$8.21 per Mcf.

Production expense decreased \$0.6 million, or 11.0%, in the third quarter of 2020 compared to the same period of 2019, primarily due to lower maintenance costs associated with the Beluga Power Plant and Southcentral Power Project.

Purchased power expense decreased \$1.4 million, or 25.4%, in the third quarter of 2020 compared to the same period of 2019, primarily due to a lower average effective price, which was somewhat offset by more energy purchased. In the third quarter of 2020, Chugach purchased 60,985 MWh of energy at an average effective price of 5.33 cents per kWh. In the third quarter of 2019, Chugach purchased 54,314 MWh of energy at an average effective price of 8.77 cents per kWh.

Transmission did not materially change in the third quarter of 2020 compared to the third quarter of 2019.

Distribution expense increased \$0.5 million, or 12.5%, in the third quarter of 2020 compared to the third quarter of 2019, primarily due to an increase in vegetation control expenses and line maintenance as a result of wind storms in September 2020.

Consumer accounts expense did not materially change in the third quarter of 2020 compared to the third quarter of 2019.

Administrative, general and other expense increased \$0.3 million, or 5.6%, in the third quarter of 2020 compared to the third quarter of 2019, primarily due to higher accrued workers' compensation expense.

Depreciation and amortization did not materially change in the third quarter of 2020 compared to the third quarter of 2019.

Interest on long-term debt and other decreased \$0.3 million, or 5.5%, as a result of principal payments.

Interest charged to construction and non-operating margins did not materially change in the third quarter of 2020 compared to the third quarter of 2019.

Current Year to Date versus Prior Year to Date

Assignable margins increased \$3.0 million during the third quarter of 2020 compared to the third quarter of 2019, primarily due to increased operating revenue, which was somewhat offset by increases in production and distribution expenses.

Operating revenues, which include sales of electric energy to retail, wholesale and economy energy customers and other miscellaneous revenues, increased \$2.0 million, or 1.3%, in the first nine months of 2020 compared to the same period of 2019. This increase was primarily due to higher base rates, which were somewhat offset by lower energy sales and fuel and purchased power costs recovered through the fuel and purchased power adjustment process.

Retail revenue increased \$3.5 million, or 2.4%, in the first nine months of 2020 compared to the same period of 2019, due to higher base rates, which were somewhat offset by lower energy sales and fuel and purchased power costs recovered through the fuel and purchased power adjustment process.

Wholesale revenue and economy revenue did not materially change in the third quarter of 2020 compared to the third quarter of 2019.

Miscellaneous revenue decreased \$1.5 million, or 29.4%, in the first nine months of 2020 compared to the same period in 2019, primarily due to a decrease in late fee revenue during 2020, as a result of COVID-19 relief legislation, as well as a FEMA claim associated with earthquake repairs recorded during the third quarter of 2019.

Based on the results of fixed and variable cost recovery established in Chugach’s last rate case, wholesale sales to Seward contributed approximately \$1.1 million and \$1.0 million to Chugach’s fixed costs for the nine months ended September 30, 2020, and 2019, respectively.

See “ITEM 1 – FINANCIAL STATEMENTS – Note 4 – REVENUE FROM CONTRACTS WITH CUSTOMERS,” for a table showing the base rate sales and fuel and purchased power revenue by customer class that is included in revenue for the nine months ending September 30, 2020 and 2019.

The following table summarizes kWh sales for the nine months ended September 30:

Customer	2020 kWh	2019 kWh
Retail	770,689,650	777,603,390
Wholesale	42,929,688	43,021,250
Economy Energy	0	103,400
Total	813,619,338	820,728,040

In the first nine months of 2020, base demand and energy rates charged to retail customers increased 1.5% and 0.8% to the wholesale customer, Seward. The rate changes result from Chugach’s SRF process.

Total operating expenses decreased \$1.1 million, or 0.8%, in the first nine months of 2020 compared to the same period of 2019, primarily due to lower fuel and transmission expense, which was somewhat offset by higher production and distribution expense.

Fuel expense decreased \$3.0 million, or 7.0%, in the first nine months of 2020 compared to the same period of 2019, primarily due to a decrease in fuel consumed as a result of a lower energy sales. In the first nine months of 2020, Chugach purchased, for our own generation, 4,365,567 Mcf of fuel, excluding 534,094 Mcf recorded as purchased power, at an average effective delivered price of \$8.26 per Mcf. This calculation does not include fuel produced at BRU, nor does it include fuel purchased for MEA and ML&P power plants and recorded as purchased power. In the first nine months of 2019, Chugach purchased, for our own generation, of 4,733,503 Mcf, excluding 384,737 Mcf recorded as purchased power, at an average effective delivered price of \$8.21 per Mcf.

Production expense increased \$1.0 million, or 6.5% in the first nine months of 2020 compared to the same period of 2019, primarily due to maintenance associated with Beluga Units 1 and 2.

Purchased power expense did not materially change in the first nine months of 2020 compared to the same period of 2019. In the first nine months of 2020, Chugach purchased 222,068 MWh of energy at an average effective price of 6.54 cents per kWh. In the first nine months of 2019, Chugach purchased 193,068 MWh of energy at an average effective price of 7.60 cents per kWh.

Transmission expense decreased \$0.6 million, or 10.2%, in the first nine months of 2020 compared to the same period of 2019, primarily due to decreased expense labor associated with earthquake assessment and repair that occurred during 2019.

Distribution expense increased \$1.0 million, or 9.2%, in the first nine months of 2020 compared to the same period in 2019, primarily due to an increase in vegetation control expenses and line maintenance as a result of wind storms in September 2020.

Consumer accounts expense, administrative, general and other expense, interest on long-term debt and other, and interest charged to construction did not materially change in the first nine months of 2020 compared to the same period of 2019.

Non-operating margins decreased \$0.3 million, or 51.1%, in the first nine months of 2020 compared to the same period of 2019, primarily due to the change in market value of marketable securities and a decrease in interest and dividend income from investments.

Financial Condition

Assets

Total assets did not materially change from December 31, 2019, to September 30, 2020. Increases in deferred charges, prepayments, and fuel stock were offset by decreases in fuel cost under-recovery, accounts receivable and cash, cash equivalents and restricted cash equivalents. Deferred charges increased \$10.4 million, or 22.8%, primarily due to costs associated with the ML&P acquisition. Prepayments increased \$1.5 million, or 56.3%, primarily due to the renewal of property insurance. Fuel stock increased \$6.3 million, or 51.3%, as more fuel was injected than withdrawn in the first nine months of 2020. Fuel cost under-recovery decreased \$1.4 million, or 100%, due to the collection of the prior period's fuel and purchased power costs through the fuel and purchased power adjustment process. Accounts receivable decreased \$4.0 million, or 13.4%, primarily due to a decrease in energy sales from winter to summer. Cash, cash equivalents and restricted cash equivalents decreased \$4.6 million, or 53.6%, due to the increase in costs associated with the ML&P acquisition and the semi-annual interest payments on the bonds.

Liabilities and Equity

Total liabilities, equities and margins did not materially change from December 31, 2019, to September 30, 2020. Increases in the cost of removal obligation, commercial paper and patronage capital were offset by decreases in long-term obligations, accrued interest and other liabilities. Cost of removal obligation increased \$2.8 million, or 4.5%, due to the accrual of removal costs included in depreciation. Commercial paper increased \$29.0 million, or 120.8%, primarily due to payment of interest on our debt and costs associated with the ML&P acquisition. Patronage capital increased \$2.4 million, or 1.4%, due to the assignable margins earned during the first nine months of 2020. Long-term obligations, including current installments, decreased \$26.0 million, or 5.1%, primarily due to principal paid in March 2020 on our debt. Accrued interest decreased \$3.7 million, or 65.3%, due to the semi-annual interest payment in September. Other liabilities decreased \$2.0 million, or 78.2%, due to the final payment of patronage capital payable to HEA.

LIQUIDITY AND CAPITAL RESOURCES

Summary

Chugach ended the first nine months of 2020 with \$4.0 million of cash, cash equivalents, and restricted cash equivalents down from \$8.6 million at December 31, 2019. Chugach had \$0.2 million in marketable securities at September 30, 2020, and at December 31, 2019. Chugach utilized its \$50.0 million line of credit maintained with NRUCFC in the first three months of 2020, but subsequently rolled the balance to the commercial paper backstop facility. Therefore, there was no outstanding balance and the available borrowing capacity was \$50.0 million at September 30, 2020. Chugach had a \$53.0 million outstanding commercial paper and no balance outstanding on the senior unsecured credit facility used to backstop the commercial paper program, thus the available commercial paper borrowing capacity at September 30, 2020, was \$247.0 million.

Cash equivalents consist of all highly liquid debt instruments, with a maturity of three months or less when purchased, and a concentration account with First National Bank Alaska (“FNBA”).

Cash Flows

The following table summarizes Chugach’s cash flows from operating, investing and financing activities for the nine months ended September 30, 2020, and 2019.

	2020	2019
Total cash provided by (used in):		
Operating activities	\$ 12,236,359	\$ 15,456,665
Investing activities	(22,722,302)	(19,916,159)
Financing activities	5,865,519	1,283,953
Increase (decrease) in cash and cash equivalents	<u>\$ (4,620,424)</u>	<u>\$ (3,175,541)</u>

Operating Activities

Cash provided by operating activities was \$12.2 million for the nine months ended September 30, 2020, compared with \$15.5 million for the nine months ended September 30, 2019. The decrease in cash provided by operating activities was primarily due to an increase in cash used for deferred charges associated with the pending acquisition. More cash provided by fuel recovery through the fuel and purchased power adjustment process was offset by more cash used for fuel stock.

Deferred charges associated with the ML&P acquisition and integration for the nine months ended September 30, 2020, was \$23.5 million and is estimated to be \$26.0 million for the full year. Deferred charges associated with extraordinary COVID-19 costs for the nine months ended September 30, 2020, was \$2.1 million.

Investing Activities

Cash used in investing activities was \$22.7 million for the nine months ended September 30, 2020, compared with \$19.9 million for the nine months ended September 30, 2019. The change in cash used in investing activities was primarily due to the proceeds from marketable securities during 2019.

Capital construction through September 30, 2020, was \$22.8 million as capital improvement expenditures are expected to decrease during the fourth quarter as the construction season ends.

Financing Activities

Cash provided by financing activities was \$5.9 million for the nine months ended September 30, 2020, compared with \$1.3 million for the nine months ended September 30, 2019. The increase in cash provided by financing activities was primarily due to an increase in the commercial paper balance.

Sources of Liquidity

Chugach satisfies its operational and capital cash requirements through internally generated funds, a \$50.0 million line of credit from NRUCFC and a commercial paper program. On July 30, 2019, Chugach entered into the First Amendment to the Credit Agreement, increasing the senior unsecured credit facility from \$150.0 million to \$300.0 million, adding Wells Fargo Bank, N.A. as a participating bank, and extending the Credit Agreement to July 30, 2024.

At September 30, 2020, there was no outstanding balance on the NRUCFC line of credit and \$53.0 million of outstanding commercial paper. Therefore, at September 30, 2020, the available borrowing capacity under Chugach's line of credit with NRUCFC was \$50.0 million and the available commercial paper capacity was \$247.0 million.

Commercial paper can be repriced between one day and 397 days. The average commercial paper balance for the nine months ended September 30, 2020, was \$29.7 million with a corresponding weighted average interest rate of 1.16%. The maximum amount of outstanding commercial paper for the nine months ended September 30, 2020, was \$53.0 million.

The following table provides information regarding monthly average commercial paper balances outstanding (dollars in millions), as well as corresponding monthly weighted average interest rates:

Month	Average Balance	Weighted Average Interest Rate	Month	Average Balance	Weighted Average Interest Rate
January	\$ 20.0	1.84%	July	\$ 41.0	0.24%
February	\$ 15.9	1.75%	August	\$ 41.0	0.22%
March	\$ 10.7	1.75%	September	\$ 46.9	0.20%
April	\$ 9.6	0.93%			
May	\$ 41.0	0.63%			
June	\$ 41.0	0.30%			

Chugach re-entered the commercial paper market on April 24, 2020, and expects to continue issuing commercial paper in 2020, as needed.

At September 30, 2020, Chugach had a term loan facility with CoBank. Loans made under these facilities are evidenced by the 2016 CoBank Note, which is governed by the Second and Amended and Restated Master Loan Agreement dated June 30, 2016, as amended November 26, 2019, and secured by the Indenture.

At September 30, 2020, Chugach had the following outstanding with this facility:

	Principal Balance	Interest Rate at September 30, 2020	Maturity Date	Principal Payment Dates
2016 CoBank Note	\$ 31,464,000	2.58%	2031	2020-2031

Under the Indenture, additional obligations may be sold by Chugach upon the basis of bondable additions and the retirement or defeasance of or principal payments on previously outstanding obligations. Chugach's ability to sell additional debt obligations will be dependent on the market's perception of Chugach's financial condition and Chugach's continuing compliance with financial covenants contained in its debt agreements.

Chugach management continues to expect that cash flows from operations and external funding sources, including additional short-term or commercial paper borrowings, will be sufficient to cover operational, financing and capital funding requirements in 2020 and thereafter.

CRITICAL ACCOUNTING POLICIES

As of September 30, 2020, there have been no significant changes in Chugach's critical accounting policies as disclosed in Chugach's 2019 Annual Report on Form 10-K. This includes policies regarding electric utility regulation.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

Information required by this Item is contained in Note 7 to the "Notes to Financial Statements" within Part I, Item 1 of this Form 10-Q.

ENVIRONMENTAL MATTERS

Compliance with Environmental Standards

Chugach includes costs associated with environmental compliance in both our operating and capital budgets. We accrue for costs associated with environmental remediation obligations when those costs are probable and reasonably estimated. We do not anticipate that environmental related expenditures will have a material effect on our results of operations or financial condition. We cannot, however, predict the nature, extent or cost of new laws or regulations relating to environmental matters.

The three utility owners of the Eklutna Hydro Project (Chugach, ML&P, and MEA) are obligated by a 1991 Fish & Wildlife Agreement to develop and implement measures to protect, mitigate, and enhance the fish and wildlife impacted by the project ("PME program"). The program is to be approved by the Governor of Alaska with completion of the program no later than October of 2032, 35 years after its purchase. The owners initiated a required consultation process with key government agencies and interested parties in March 2019. The agreement requires equal consideration of; 1) efficient and economical power production, 2) energy conservation, 3) protection, mitigation of damage to, and enhancement of fish and wildlife, 4) protection of recreation opportunities, 5) municipal water supplies, 6) preservation of other aspects of environmental quality, 7) other beneficial public uses, and 8) requirements of state law. The hydro project and municipal water system currently utilize 100% of the water inflows.

The Clean Air Act and Environmental Protection Agency ("EPA") regulations under the Clean Air Act establish ambient air quality standards and limit the emission of many air pollutants. New Clean Air Act regulations impacting electric utilities may result from future events or new regulatory programs. An Executive Order promoting energy independence and economic growth was issued

on March 28, 2017, by the President instructing the EPA to review the Clean Power Plan (“CPP”). On August 21, 2018 the EPA proposed the Affordable Clean Energy (“ACE”) rule which would establish emission guidelines for states to develop plans to address GHG emissions from existing coal-fired power plants. The final ACE rule was issued by the EPA on June 19, 2019. The final rule is certain to face legal challenge. The ACE rule, in its current form, is not expected to have a material effect on Chugach’s financial condition, results of operations, or cash flows. While Chugach cannot predict the implementation of any additional new law or regulation, or the limitations thereof, it is possible that new laws or regulations could increase capital and operating costs. Chugach has obtained or applied for all Clean Air Act permits currently required for the operation of generating facilities.

Chugach is subject to numerous other environmental statutes including the Clean Water Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Endangered Species Act, and the Comprehensive Environmental Response, Compensation and Liability Act and to the regulations implementing these statutes. Chugach does not believe that compliance with these statutes and regulations to date has had a material impact on its financial condition, results of operation or cash flows. However, the implementation of any additional new law or regulation, or the limitations thereof, or changes in or new interpretations of laws or regulations could result in significant additional capital or operating expenses. Chugach monitors proposed new regulations and existing regulation changes through industry associations and professional organizations.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Chugach is exposed to a variety of risks. In the normal course of its business, Chugach manages exposure to these risks as described below. Chugach does not engage in trading market risk-sensitive instruments for speculative purposes.

Interest Rate Risk

At September 30, 2020, short- and long-term debt was comprised of the 2011, 2012, 2017, and 2019 Series A Bonds, the 2016 CoBank Note and the outstanding balance of commercial paper.

The interest rates of the 2011, 2012, 2017, and 2019 Series A Bonds, and 2016 CoBank Note are fixed and set forth in the table below with the carrying value and fair value (dollars in thousands) at September 30, 2020.

	Maturing	Interest Rate	Carrying Value	Fair Value
2011 Series A, Tranche A	2031	4.20 %	\$ 49,500	\$ 53,124
2011 Series A, Tranche B	2041	4.75 %	129,500	150,347
2012 Series A, Tranche A	2032	4.01 %	45,000	48,109
2012 Series A, Tranche B	2042	4.41 %	67,000	80,356
2012 Series A, Tranche C	2042	4.78 %	50,000	59,256
2017 Series A, Tranche A	2037	3.43 %	34,000	35,767
2019 Series A, Tranche A	2049	3.86 %	75,000	80,516
2016 CoBank Note	2031	2.58 %	31,464	31,838
Total			\$ 481,464	\$ 539,313

Chugach is exposed to market risk from changes in interest rates associated with its senior unsecured credit facility. Chugach's credit facilities' interest rates may be reset due to fluctuations in a market-based index, or the base rate or prime rate of our lenders. At September 30, 2020, Chugach had \$53.0 million outstanding of commercial paper. Based on this balance a 100 basis-point rise in interest rates would increase our interest expense by approximately \$0.5 million.

Commodity Price Risk

Because fuel and purchased power costs are passed directly to wholesale and retail customers through a fuel and purchased power adjustment process, fluctuations in the price paid for gas pursuant to gas supply contracts does not normally impact margins.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Controls and Procedures

As of the end of the period covered by this report, under the supervision and with the participation of Chugach management, including the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), Chugach conducted an evaluation of the effectiveness of the design and operation of disclosure controls and procedures, as defined in the Securities Exchange Act of 1934 ("Exchange Act") Rule 13a-15(e). Based on this evaluation, the CEO and CFO each concluded that as of the end of the period covered by this report, disclosure controls and procedures are effective in timely alerting them to material information required to be disclosed in Chugach's periodic reports to the Securities and Exchange Commission ("SEC"), ensures that such information is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and such information is accumulated and communicated to management, including the CEO and CFO, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There have been no changes in Chugach's internal controls over financial reporting identified in connection with the evaluation that occurred during the third quarter of 2020 that has materially affected, or is reasonably likely to materially affect, internal controls over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information required by this Item is contained in Note 13 to the "Notes to Financial Statements" within Part I, Item 1 of this Form 10-Q.

ITEM 1A. RISK FACTORS

ML&P Acquisition

There are many risks associated with the ML&P acquisition including, but not limited to, incurrence of substantial debt, realization of expected benefits and savings, etc., which could have a negative impact on our business, financial condition, or cost of electric service.

COVID-19

We continue to monitor the impact of COVID-19 on the global economy and supply chains, as well as within our local community. In an effort to contain the spread of COVID-19, maintain the well-being of our employees and members and our reliability standards and in accordance with governmental requirements, we closed our lobby to the public and encouraged telecommuting among staff. While the global market downturn, closures and limitations on movement are expected to be temporary, the duration of the production and supply chain disruptions, and related financial impacts, cannot be estimated at this time.

To date, Chugach's service delivery has not been impaired. Chugach crews continue to respond to outages, perform maintenance and operations necessary for the provision and delivery of electric service. Additionally, to date, Chugach has not experienced any supply chain disruptions.

Prior to COVID-19, Chugach's uncollectible expenses has been immaterial, averaging 0.10% of retail revenue for the 3-year period 2017-2019. As expected, we are beginning to see an increase, which we are monitoring. Certain customers are required to maintain deposits. Based on our analysis, we have seen an increase in residential sales and a decrease in commercial sales and our receivable balances and delinquencies have increased. In addition, we believe that not disconnecting customers will continue to affect cash flows. We will continue to monitor this information, along with the impact 2020 temperatures have on our sales levels. Additionally, we are working with our commercial customers to ensure that they are aware of all state and federal assistance programs.

Senate Bill 241, approved by the State of Alaska Governor, allows utilities to set up regulatory assets for residential bad debts and extraordinary expenses associated with COVID-19. At September 30, 2020, Chugach's regulatory asset associated with COVID-19 was \$2.1 million. Chugach has available liquidity resources with a \$300 million backstopped commercial paper program and a \$50 million line of credit with NRUCFC.

For information regarding additional risk factors, refer to Item 1A of Chugach's Annual Report on Form 10-K for the year ended December 31, 2019. Except as noted above, these risk factors have not materially changed as of September 30, 2020.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Listed below are the exhibits, which are filed as part of this Report:

<u>Exhibit Number</u>	<u>Description</u>
4.37	Eighth Supplemental Indenture to the Second Amended and Restated Indenture of Trust between the Registrant and U.S. Bank National Association dated October 26, 2020
4.38	Bond Purchase Agreement between the Registrant and the 2020 Series A Bond Purchasers dated October 26, 2020
4.39	Form of 2020 Series A Bonds (Tranche A) due October 30, 2039
4.40	Form of 2020 Series A Bonds (Tranche B) due October 30, 2050
4.41	Ninth Supplemental Indenture of Trust to the Second Amended and Restated Indenture of Trust between the Registrant and U.S. Bank National Association dated October 30, 2020
10.82.4	Letter Agreement to the Asset Purchase and Sale Agreement between the Registrant and the Municipality of Anchorage, Alaska dated effective October 30, 2020
10.83.4	Amendment No. 4 to Eklutna Power Purchase Agreement between the Registrant and the Municipality of Anchorage, Alaska dated effective October 30, 2020
10.83.5	Letter Agreement to the Eklutna Power Purchase Agreement between the Registrant and the Municipality of Anchorage, Alaska dated effective October 30, 2020
10.88	Agreement Covering Terms and Conditions of Employment for Office and Engineering Personnel between the Registrant and the International Brotherhood of Electrical Workers Local 1547 dated effective October 30, 2020
10.89	Agreement Covering Terms and Conditions of Employment for Generation Plant Personnel between the Registrant and the International Brotherhood of Electrical Workers Local 1547 dated effective October 30, 2020
10.90	Agreement Covering Terms and Conditions of Employment for Outside Plant Personnel between the Registrant and the International Brotherhood of Electrical Workers Local 1547 dated effective October 30, 2020
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this quarterly report to be signed on its behalf by the undersigned thereunto duly authorized.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 

Lee D. Thibert
Chief Executive Officer

By: 

Sherri L. Highers
Chief Financial Officer

Date: November 13, 2020

EXECUTION VERSION

After Recording Return to:
Stinson LLP
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402
Attention: Tammie S. Ptacek, Partner

EIGHTH SUPPLEMENTAL INDENTURE
(to that certain Second Amended and Restated Indenture of Trust,
dated as of January 20, 2011, as amended)

Dated as of October 26, 2020

BETWEEN

CHUGACH ELECTRIC ASSOCIATION, INC.,
5601 Electron Drive, Anchorage, Alaska 99519,

TRUSTOR

AND

U.S. BANK NATIONAL ASSOCIATION,
1420 Fifth Avenue, 7th Floor, Seattle, Washington 98101
Attn: Corporate Trust Services,

TRUSTEE

FIRST MORTGAGE OBLIGATIONS

THIS INSTRUMENT CONSTITUTES A DEED OF TRUST, SECURITY
AGREEMENT AND FIXTURE FILING COVERING REAL AND PERSONAL
PROPERTY (INCLUDING AFTER-ACQUIRED PROPERTY) OF A
TRANSMITTING UTILITY, AND CONTAINS A FUTURE ADVANCE
PROVISION

THIS EIGHTH SUPPLEMENTAL INDENTURE OF TRUST (hereinafter called this “Eighth Supplemental Indenture”), dated as of October 26, 2020, is between **CHUGACH ELECTRIC ASSOCIATION, INC.**, an Alaska electric cooperative, as Trustor (hereinafter called the “Company”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized under the laws of the United States, as Trustee (hereinafter called the “Trustee”).

RECITALS OF THE COMPANY

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Second Amended and Restated Indenture of Trust, dated as of January 20, 2011, as amended by the First Supplemental Indenture dated as of January 20, 2011, the Second Supplemental Indenture dated as of September 30, 2011, the Third Supplemental Indenture dated as of January 5, 2012, the Fourth Supplemental Indenture dated as of February 3, 2015, the Fifth Supplemental Indenture dated as of June 30, 2016, the Sixth Supplemental Indenture dated as of March 17, 2017, and the Seventh Supplemental Indenture dated as of May 15, 2019 (as so amended, the “*Original Indenture*,” which is filed of record as shown on Exhibit A hereto), for the purpose of providing for the authentication and delivery of Obligations by the Trustee from time to time under the Original Indenture. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Original Indenture. The Original Indenture, as heretofore, hereby and hereafter supplemented, may herein be referred to as the “*Indenture*”;

WHEREAS, the Board of Directors of the Company has authorized and approved actions necessary for the Company to establish a new series of Obligations to be designated the First Mortgage Bonds, 2020 Series A, which, as provided herein, shall consist of an aggregate principal amount of Two Hundred Seventy-Five Million Dollars (\$275,000,000) of 2020 Series A Bonds, Tranche A due October 30, 2039 (the “*2020 Tranche A Bonds*”), and an aggregate principal amount of Five Hundred Twenty-Five Million Dollars (\$525,000,000) of 2020 Series A Bonds, Tranche B due October 30, 2050 (the “*2020 Tranche B Bonds*,” and, together with the 2020 Tranche A Bonds, the “*2020 Series A Bonds*”); such 2020 Series A Bonds being issued pursuant to this Eighth Supplemental Indenture to the parties set forth in Schedule A of the Bond Purchase Agreement described below (and their successors or assigns as registered holders of the 2020 Series A Bonds, each individually, a “*2020 Series A Holder*” or collectively, the “*2020 Series A Holders*”) to secure the Company’s obligations under the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the original 2020 Series A Holders (the “*2020 Bond Purchase Agreement*”), and the Company has complied or will comply with all provisions required to issue Obligations provided for in the Indenture;

WHEREAS, the Company desires to execute and deliver this Eighth Supplemental Indenture, in accordance with the provisions of the Indenture, for the purpose of providing for the creation and designation of the 2020 Series A Bonds as Obligations and specifying the form and provisions of the 2020 Series A Bonds;

WHEREAS, Section 13.1 of the Indenture provides that, without the consent of the Holders of any of the Obligations at the time Outstanding, the Company, when authorized by a Board Resolution, and the Trustee, may enter into supplemental indentures for the purposes of and subject to the conditions set forth in such Section 13.1, and this Eighth Supplemental Indenture is permitted pursuant to provisions of Section 13.1(c);

WHEREAS, Sections 5.1 and 5.4 of the Indenture provide that the Company may enter into this Eighth Supplemental Indenture when authorized by a Board Resolution, and the Trustee shall authenticate and deliver the 2020 Series A Bonds upon delivery of a Company Request as provided under the Indenture and satisfaction of all other conditions precedent thereto under the Indenture; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure the payment of the principal of and interest on the 2020 Series A Bonds, to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute under the Indenture a valid and binding lien for the security of the 2020 Series A Bonds, in accordance with its terms, have been done and taken, and the execution and delivery of this Eighth Supplemental Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when issued, the 2020 Series A Bonds, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to confirm the terms and conditions on which the 2020 Series A Bonds are secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Trustee, and its successors and assigns in the trust created thereby and hereby, in trust, all property, rights, privileges and franchises (other than Excepted Property and Excludable Property) of the Company, whether now owned or hereafter acquired, of the character described in the Granting Clauses of the Indenture, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture, including, without limitation, all of those fee and leasehold interests in real property, if any, which may hereafter be constructed or acquired by it, but subject to all exceptions, reservations and matters of the character therein referred to, and expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as “Excepted Property” or “Excludable Property” in the Indenture to the extent contemplated thereby.

PROVIDED, HOWEVER, that if, upon the occurrence of an Event of Default under the Indenture, the Trustee, or any separate trustee or co-trustee appointed under Section 10.14 of the Indenture or any receiver appointed pursuant to statutory provision or

order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in paragraphs (a) through (g), inclusive, of "Excepted Property" in the Indenture then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in paragraphs (h) through (k), inclusive, of "Excepted Property" in the Indenture, upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Indenture.

The Company may, however, pursuant to Granting Clause Third of the Indenture, subject to the lien of the Indenture any Excepted Property, whereupon the same shall cease to be Excepted Property.

TO HAVE AND TO HOLD all said property, rights, privileges and franchises hereby and hereafter (by a Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

SUBJECT, HOWEVER, to (i) Permitted Encumbrances, (ii) to the extent permitted by Section 14.6 of the Indenture, as to property hereafter acquired, (a) any duly recorded or perfected Prior Lien that may exist thereon at the date of the acquisition thereof by the Company, and (b) purchase money mortgages, other purchase money liens, chattel mortgages, security agreements, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof, and (iii) defects of title to and encumbrances on property as shown on Exhibit A of the Indenture and existing on the date hereof.

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

UPON CONDITION that, until the happening of an Event of Default and subject to the provisions of Article 6 of the Indenture and not in limitation of the rights elsewhere provided in the Indenture, the Company shall be permitted and have the right to possess, use,

operate and enjoy the Trust Estate, except cash, securities and other personal property deposited, or required to be deposited, with the Trustee and to, explore for, mine, extract, produce and dispose of coal, ore, gas, oil and other minerals or natural resources, to harvest standing timber and to collect, receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate or the operation of the property constituting part of the Trust Estate.

AND IT IS HEREBY COVENANTED AND DECLARED that the 2020 Series A Bonds are to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

All words and phrases defined in the Indenture shall have the same meaning in this Eighth Supplemental Indenture, including any exhibit hereto, except as otherwise appears herein and in this Article or unless the context clearly requires otherwise. In addition, the following terms have the following meaning in this Eighth Supplemental Indenture unless the context clearly requires otherwise.

“Acquisition” means the consummation of the acquisition of the assets of Municipal Power & Light pursuant to the Asset Purchase and Sale Agreement, dated effective December 28, 2018, between the Company and the Municipality of Anchorage, Alaska, as amended and in effect from time to time.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York, Seattle, Washington, or the city in which the principal corporate trust office of the Trustee is located are required or authorized to be closed.

“Closing Date” means October 26, 2020.

“Default Rate” means with respect to any 2020 Series A Bond, that rate of interest that is the greater of (i) 2% per annum above the rate of interest stated in clause (a) of the first paragraph of such 2020 Series A Bond or (ii) 2% over the rate of interest publicly announced by Bank of America, N.A. in New York, New York or its successor, as its “prime” rate.

“Make-Whole Amount” is defined in Section 2.9.

“Mandatory Redemption” is defined in Section 2.10.

“2020 Deposited Cash” is defined in Section 2.11.

ARTICLE II

THE 2020 SERIES A BONDS AND CERTAIN PROVISIONS RELATING THERETO

Section 2.1 (a) Authentication and Terms of the 2020 Series A Bonds. Pursuant to the provisions of Article 5 of the Indenture, there has been established a series of Obligations known as and entitled the “First Mortgage Bonds, 2020 Series A.”

The aggregate principal amount of the 2020 Series A Bonds which may be authenticated and delivered and Outstanding at any one time is limited to Eight Hundred Million Dollars (\$800,000,000). The 2020 Series A Bonds shall consist of an aggregate principal amount of Two Hundred Seventy-Five Million Dollars (\$275,000,000.00) of 2020 Tranche A Bonds and an aggregate principal amount of Five Hundred Twenty-Five Million Dollars (\$525,000,000) of 2020 Tranche B Bonds. The 2020 Series A Bonds shall originally be registered in the names of the 2020 Series A Holders, and shall be dated the date of authentication.

The 2020 Tranche A Bonds shall bear interest from their date of issuance, payable semi-annually on April 30, and October 30, of each year commencing on April 30, 2021, at the rate of 2.38%. The 2020 Tranche B Bonds shall bear interest from their date of issuance, payable semi-annually on April 30, and October 30, of each year commencing on April 30, 2021, at a rate of 2.91%. Interest on the 2020 Series A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Regular Record Date for the payment of interest on the 2020 Series A Bonds on any Interest Payment Date shall be the last day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

The principal of and premium (including the Make-Whole Amount), if any, and interest on the 2020 Series A Bonds shall be paid to the 2020 Series A Holders thereof in immediately available funds as described in such Bonds. Any payment of principal of or premium (including the Make-Whole Amount, if any) or interest on any 2020 Series A Bond that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; *provided* that if the maturity date of any 2020 Series A Bond is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

If the Company fails to make any payment with respect to the 2020 Series A Bonds when due, then such payment shall be due and payable on demand, and shall accrue interest from the date due until the date paid at the Default Rate.

Section 2.2 Form of the 2020 Series A Bonds. The 2020 Series A Bonds of each tranche shall each be a bond substantially in the respective form set forth in Exhibit B hereto for such tranche, and the Trustee’s authentication certificate to be executed on the 2020 Series A Bonds shall be substantially in the form for the respective tranche attached thereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Indenture.

Section 2.3 Sinking Fund Redemption. (a) On (i) April 30, 2025 and on each April 30 thereafter to and including April 30, 2039 and (ii) on October 30, 2025 and on each October 30 thereafter to and including October 30, 2038, the Company will redeem a portion of the aggregate principal amount of the 2020 Tranche A Bonds at par and without payment of any premium (including the Make-Whole Amount) in the aggregate amount as set forth below (the “*Tranche A Sinking Fund Redemption Schedule*”); *provided*, that upon any partial redemption of such 2020 Tranche A Bonds pursuant to Section 2.4 or partial purchase of such 2020 Tranche A Bonds permitted by Section 2.8, the principal amount of each required redemption of such 2020 Tranche A Bonds becoming due under this Section 2.3(a) on and after the date of such redemption or purchase shall be reduced in the same proportion as the aggregate unpaid principal amount of such 2020 Tranche A Bonds, is reduced as a result of such redemption or purchase. The Company will deliver to the Trustee and each holder of a 2020 Tranche A Bonds a revised Tranche A Sinking Fund Schedule in connection with any such redemption or purchase. The aggregate principal amount of the 2020 Tranche A Bonds to be redeemed and the dates of such redemption, as well as the principal amount payable on the maturity date, are set forth below:

<u>Date</u>	<u>Amount</u>
April 30, 2025.....	\$8,000,000
October 30, 2025	\$8,000,000
April 30, 2026.....	\$13,000,000
October 30, 2026	\$13,000,000
April 30, 2027.....	\$11,000,000
October 30, 2027	\$11,000,000
April 30, 2028.....	\$12,000,000
October 30, 2028	\$12,000,000
April 30, 2029.....	\$9,000,000
October 30, 2029	\$9,000,000
April 30, 2030.....	\$7,500,000
October 30, 2030	\$7,500,000
April 30, 2031.....	\$13,000,000
October 30, 2031	\$13,000,000
April 30, 2032.....	\$13,000,000
October 30, 2032	\$13,000,000
April 30, 2033.....	\$13,000,000
October 30, 2033	\$13,000,000
April 30, 2034.....	\$13,000,000
October 30, 2034	\$13,000,000

April 30, 2035.....	\$13,000,000
October 30, 2035	\$13,000,000
April 30, 2036.....	\$3,000,000
October 30, 2036	\$3,000,000
April 30, 2037.....	\$3,000,000
October 30, 2037	\$3,000,000
April 30, 2038.....	\$3,000,000
October 30, 2038	\$3,000,000
April 30, 2039.....	\$3,000,000
October 30, 2039 ⁽¹⁾	\$3,000,000

⁽¹⁾ The final maturity date such 2020 Tranche A Bonds

(b) On (i) April 30, 2021 and on each April 30 thereafter through and including April 30, 2030 then commencing again on April 30, 2036 and on each April 30 thereafter to and including April 30, 2050 and (ii) on October 30, 2021 and on each October 30 thereafter through and including October 30, 2030 then commencing again on October 30, 2036 and on each October 30 thereafter to and including October 30, 2049, the Company will redeem a portion of the aggregate principal amount of the 2020 Tranche B Bonds at par and without payment of any premium (including the Make-Whole Amount) in the aggregate amount as set forth below (the “*Tranche B Sinking Fund Redemption Schedule*”); *provided*, that upon any partial redemption of such 2020 Tranche B Bonds pursuant to Section 2.4 or partial purchase of such 2020 Tranche B Bonds permitted by Section 2.8, the principal amount of each required redemption of such 2020 Tranche B Bonds becoming due under this Section 2.3(a) on and after the date of such redemption or purchase shall be reduced in the same proportion as the aggregate unpaid principal amount of such 2020 Tranche B Bonds, is reduced as a result of such redemption or purchase. The Company will deliver to the Trustee and each holder of a 2020 Tranche B Bond a revised Tranche B Sinking Fund Schedule in connection with any such redemption or purchase. The aggregate principal amount of the 2020 Tranche B Bonds to be redeemed and the dates of such redemption, as well as the principal amount payable on the maturity date, are set forth below:

<u>Date</u>	<u>Amount</u>
April 30, 2021.....	\$9,000,000
October 30, 2021	\$9,000,000
April 30, 2022.....	\$9,000,000
October 30, 2022	\$9,000,000
April 30, 2023.....	\$11,000,000
October 30, 2023	\$11,000,000
April 30, 2024.....	\$11,000,000
October 30, 2024	\$11,000,000
April 30, 2025.....	\$3,000,000
October 30, 2025	\$3,000,000
April 30, 2026.....	\$1,000,000
October 30, 2026	\$1,000,000
April 30, 2027.....	\$3,000,000
October 30, 2027	\$3,000,000
April 30, 2028.....	\$2,000,000
October 30, 2028	\$2,000,000
April 30, 2029.....	\$5,000,000
October 30, 2029	\$5,000,000
April 30, 2030.....	\$6,500,000
October 30, 2030	\$6,500,000
April 30, 2036.....	\$10,500,000
October 30, 2036	\$10,500,000
April 30, 2037.....	\$10,500,000
October 30, 2037	\$10,500,000
April 30, 2038.....	\$10,500,000
October 30, 2038	\$10,500,000
April 30, 2039.....	\$10,500,000
October 30, 2039	\$10,500,000
April 30, 2040.....	\$13,500,000
October 30, 2040	\$13,500,000
April 30, 2041.....	\$14,500,000
October 30, 2041	\$14,500,000
April 30, 2042.....	\$14,500,000
October 30, 2042	\$14,500,000
April 30, 2043.....	\$14,500,000
October 30, 2043	\$14,500,000
April 30, 2044.....	\$14,500,000
October 30, 2044	\$14,500,000
April 30, 2045.....	\$14,500,000
October 30, 2045	\$14,500,000
April 30, 2046.....	\$14,500,000
October 30, 2046	\$14,500,000
April 30, 2047.....	\$14,500,000
October 30, 2047	\$14,500,000

April 30, 2048.....	\$15,000,000
October 30, 2048	\$15,000,000
April 30, 2049.....	\$15,000,000
October 30, 2049	\$15,000,000
April 30, 2050.....	\$15,000,000
October 30, 2050 ⁽¹⁾	\$15,000,000

⁽¹⁾ The final maturity date of 2020 Tranche B Bonds.

Section 2.4 Optional Redemptions and Make-Whole Amount. The Company may, at its option, upon notice as provided below, redeem at any time all, or from time to time any part of, the 2020 Series A Bonds, in an amount not less than 3% of the aggregate principal amount of either tranche of the 2020 Series A Bonds then outstanding in the case of a partial redemption, at 100% of the principal amount so redeemed, and the Make-Whole Amount determined for the redemption date with respect to such principal amount, provided that if (i) a Default or Event of Default has occurred and is continuing at the time of such notice provided or on the date set for redemption or (ii) a Default or an Event of Default would result from making such redemption, then such redemption pursuant to this Section 2.4 must be made on a pro rata basis to the holders of all 2020 Series A Bonds at the time outstanding (without regard to tranche). The Company will give each 2020 Series A Holder written notice of each optional redemption under this Section 2.4 not less than 30 days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of each tranche of the 2020 Series A Bonds to be redeemed on such date, the principal amount of each 2020 Series A Bond held by such 2020 Series A Holder of each tranche to be redeemed (determined in accordance with Section 2.5), and the interest to be paid on the redemption date with respect to such principal amount of each tranche being redeemed, and shall be accompanied by an Officer’s Certificate as to the estimated Make-Whole Amount due with respect to each tranche in connection with such redemption (calculated as if the date of such notice were the date of the redemption), setting forth the details of such computation, together with such other information as required by Section 15.4 of the Original Indenture. Two Business Days prior to such redemption, the Company shall deliver to each 2020 Series A Holder an Officer’s Certificate specifying the calculation of such Make-Whole Amount for each tranche as of the specified redemption date. The Company shall contemporaneously deliver a copy of such notice to the Trustee. The Trustee shall not be required to verify any Company determination of the Make-Whole Amount for any tranche.

Section 2.5 Allocation of Partial Redemptions. In the case of each partial redemption of a tranche of the 2020 Series A Bonds pursuant to Section 2.3 hereof, the principal amount of such tranche of the 2020 Series A Bonds to be redeemed shall be allocated among all of the 2020 Series A Bonds of such tranche at the time outstanding pro rata, as nearly as practicable, based on the respective unpaid principal amounts thereof not theretofore called for redemption. In the case of each partial redemption of the 2020 Series A Bonds pursuant to Section 2.4 hereof, the principal amount of the 2020 Series A Bonds to be redeemed shall be allocated among all of the 2020 Series A Bonds at the time outstanding

pro rata, as nearly as practicable, based on the respective unpaid principal amounts thereof not theretofore called for redemption.

Section 2.6 Payment of Make-Whole Amount Upon Acceleration. Upon the occurrence of an Event of Default, if the outstanding principal amount of the 2020 Series A Bonds shall have been declared or otherwise become due and payable immediately pursuant to and in accordance with the Indenture then, in addition to paying each 2020 Series A Holder the entire unpaid principal amount of its 2020 Series A Bonds and all accrued and unpaid interest thereon (including, but not limited to, interest accrued thereon at the Default Rate), the Company shall calculate and pay to each 2020 Series A Holder (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount of each of the 2020 Series A Bonds for the respective tranche. The Company acknowledges that each 2020 Series A Holder has the right to maintain its investment in the 2020 Series A Bonds free from repayment by the Company (except as herein and in the Indenture specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the 2020 Series A Bonds of any tranche are redeemed or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

Section 2.7 Maturity; Surrender, Etc. In the case of each redemption of 2020 Series A Bonds pursuant to this Article II, the principal amount of each 2020 Series A Bond to be redeemed shall mature and become due and payable on the date fixed for such redemption (which shall be a Business Day), together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any 2020 Series A Bond paid or redeemed in full shall be surrendered to the Company and cancelled and shall not be reissued, and no 2020 Series A Bond shall be issued in lieu of any redeemed principal amount of any 2020 Series A Bond.

Section 2.8 Purchase of 2020 Series A Bonds. The Company will not, and will not permit any Affiliate to, purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding 2020 Series A Bonds of a tranche except (a) upon the payment or redemption of the 2020 Series A Bonds of such tranche in accordance with the terms of the Indenture and the 2020 Series A Bonds of such tranche or (b) pursuant to an offer to purchase made by the Company or an Affiliate pro rata to the Holders of all 2020 Series A Bonds of such tranche at the time outstanding upon the same terms and conditions. Any such offer shall provide each 2020 Series A Holder of such tranche with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least 30 Business Days. If the Holders of more than 51% of the principal amount of the 2020 Series A Bonds of such tranche then outstanding accept such offer, the Company shall promptly notify the remaining 2020 Series A Holders of such fact and the expiration date for the acceptance by such 2020 Series A Holders of such offer shall be

extended by the number of days necessary to give each such remaining 2020 Series A Holders of such tranche at least 10 Business Days from its receipt of such notice to accept such offer. The Company will promptly cancel all 2020 Series A Bonds acquired by it or any Affiliate pursuant to any payment, redemption or purchase of 2020 Series A Bonds pursuant to any provision of this Eighth Supplemental Indenture and no 2020 Series A Bonds may be issued in substitution or exchange for any such 2020 Series A Bonds, *provided* that if (i) a Default or Event of Default has occurred and is continuing at the time such offer to purchase is made or on the date set for purchase or (ii) if a Default or Event of Default would result from such purchase, then any such offer to purchase pursuant to this Section 2.8 shall be made on a pro rata basis to the holders of all 2020 Series A Bonds at the time outstanding (without regard to tranche).

Section 2.9 Make-Whole Amount.

“Make-Whole Amount” means, with respect to any 2020 Series A Bond, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such 2020 Series A Bond over the amount of such Called Principal, *provided* that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount with respect to any 2020 Series A Bond, the following terms have the following meanings:

“Called Principal” means, with respect to any 2020 Series A Bond, the principal of such 2020 Series A Bond that is to be redeemed pursuant to Section 2.4 or has become or is declared to be immediately due and payable pursuant to the Indenture, as the context requires.

“Discounted Value” means, with respect to the Called Principal of any 2020 Series A Bond, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the 2020 Series A Bonds is payable) equal to the Reinvestment Yield with respect to such Called Principal.

“Reinvestment Yield” means, with respect to the Called Principal of any 2020 Series A Bond, the sum of 0.50% plus the yield to maturity implied by (i) the yields reported as of 10:00 A.M. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal,

in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for actively traded U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date.

In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding paragraph, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable actively traded U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable actively traded U.S. Treasury security with the maturity closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable 2020 Series A Bond.

“Remaining Average Life” means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

“Remaining Scheduled Payments” means, with respect to the Called Principal of any 2020 Series A Bond, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date; provided that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the 2020 Series A Bonds, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 2.4 above.

“Settlement Date” means, with respect to the Called Principal of any 2020 Series A Bond, the date on which such Called Principal is to be redeemed pursuant to Section 2.4 or has become or is declared to be immediately due and payable pursuant to the Indenture, as the context requires.

Section 2.10 Mandatory Redemption. If the Acquisition has not occurred on or before November 9, 2020, then on or before November 11, 2020, the Company shall redeem each of the 2020 Series A Bonds then outstanding in full (a *“Mandatory Redemption”*). The redemption price for each 2020 Series A Bond shall be 100% of the principal amount of such 2020 Series A Bond, *plus* accrued interest to the date of redemption. No Make-Whole Amount or other premium shall be payable in connection with a Mandatory Redemption. Notwithstanding any other provisions of the Indenture, the Company will give each 2020 Series A Holder written notice of a Mandatory Redemption under this Section 2.10 not less than two Business Days and not more than five Business Days prior to such redemption.

Such notice shall also otherwise conform with the requirements of Section 15.4 of the Original Indenture that are not inconsistent with this Section 2.10. Each such notice shall specify the redemption date, the principal amount and tranche of each 2020 Series A Bond held by such 2020 Series A Holder that will be redeemed on such date, and the interest to be paid on the redemption date with respect to each such 2020 Series A Bond. The Company shall contemporaneously deliver a copy of such notice and Officer's Certificate to the Trustee, and on or before the date of such Mandatory Redemption, the Company shall deliver the documents and items required pursuant to Section 7.6 of the Indenture (including delivery of cash to the Trustee sufficient to pay all accrued interest on each of the 2020 Series A Bonds to the date of Mandatory Redemption) to cause the Trustee to apply the 2020 Deposited Cash towards payment of the redemption price of the 2020 Series A Bonds.

Section 2.11 Use of Proceeds. On the Closing Date, pursuant to Section 5.4 of the Original Indenture, the Company shall direct the 2020 Series A Holders to deposit with the Trustee the proceeds from the sale of the 2020 Series A Bonds in an amount equal to the aggregate principal amount of the 2020 Series A Bonds, which amount shall be considered Deposited Cash and Trust Monies under the Indenture (the "2020 Deposited Cash"). The 2020 Deposited Cash may only be withdrawn by the Trustee (a) on the Business Day on which the Company intends to close the Acquisition in the manner set forth in a Company Request upon receipt by the Trustee of the documents set forth in Section 5.8 and Section 7.2 of the Indenture in order to (i) fund the Acquisition, (ii) fund transaction costs relating to the Acquisition, (iii) refinance unsecured indebtedness issued to fund costs associated with the Acquisition or (iv) reimburse the Company for other funds applied in connection therewith, or (b) in connection with a Mandatory Redemption upon receipt by the Trustee of the documents and items set forth in Section 7.6 of the Indenture (except that the Officer's Certificate to be delivered under clause (c) thereof may be dated on the date of delivery of notice of such Mandatory Redemption).

Section 2.12 Post-Acquisition Filings. Within 5 Business Days following the date of the closing of the Acquisition, the Company shall record or file in accordance with Section 14.5 of the Indenture all instruments of conveyance, supplemental indentures, financing statements or assurances necessary to subject the property acquired by the Company in the Acquisition to the lien of the Indenture, to the extent provided therein.

ARTICLE III

OUTSTANDING SECURED OBLIGATIONS

Section 3.1 Principal Amount Presently To Be Outstanding. The Obligations Outstanding under the Indenture as of the date hereof consist of: \$178,999,997 aggregate principal amount of First Mortgage Bonds, 2011 Series A; \$162,000,000 aggregate principal amount of First Mortgage Bonds, 2012 Series A; \$30,552,000 aggregate principal amount of 2016 CoBank Note; \$34,000,000 aggregate principal amount of First Mortgage Bonds, 2017 Series A; \$75,000,000 aggregate principal amount of First Mortgage Bonds, 2019 Series A; and \$800,000,000 aggregate principal amount of First Mortgage Bonds, 2020

Series A to be issued pursuant to this Eighth Supplemental Indenture upon compliance by the Company with the provisions of Sections 5.1 and 5.4 of the Indenture.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Supplemental Indenture. This Eighth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Indenture, and shall form a part thereof, and the Indenture, as hereby supplemented, modified, and amended, is hereby confirmed. Except to the extent inconsistent with the express terms of this Eighth Supplemental Indenture and the 2020 Series A Bonds, all of the provisions, terms, covenants and conditions of the Indenture shall be applicable to the 2020 Series A Bonds to the same extent as if specifically set forth herein.

Section 4.2 Trustee Obligations Under the 2020 Bond Purchase Agreement. The Trustee is not a party to the 2020 Bond Purchase Agreement and all obligations of the Trustee relating to the 2020 Series A Bonds are set forth in the Indenture, including this Eighth Supplemental Indenture.

Section 4.3 Recitals. All recitals in this Eighth Supplemental Indenture are made by the Company only and not by the Trustee and are incorporated herein; and all of the provisions contained in the Original Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

Section 4.4 Successors and Assigns. Whenever in this Eighth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles 10 and 12 of the Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements contained in this Eighth Supplemental Indenture by or on behalf of the Company, or by or on behalf of the Trustee, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

Section 4.5 No Rights, Remedies, Etc. Nothing in this Eighth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

Section 4.6 Severability. Any provision of this Eighth Supplemental Indenture held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 4.7 Governing Law. This Eighth Supplemental Indenture shall be construed in accordance with and governed by the law of the State of Alaska.

Section 4.8 Counterparts. This Eighth Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument. Except for signatures required on the 2020 Series A Bonds, facsimile signatures and signature pages provided in the form of a “pdf” or similar imaged document transmitted by electronic transmission (including .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the Company and reasonably available at no undue burden or expense to the Trustee) shall be deemed original signatures for all purposes hereunder. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable Person. The Trustee shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

Section 4.9 Security Agreement; Mailing Address. To the extent permitted by applicable law, this Eighth Supplemental Indenture shall be deemed to be a security agreement and financing statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code.

The mailing address of the Company, as debtor, is:

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, Alaska 99519

and the mailing address of the Trustee, as secured party, is:

U.S. Bank National Association, as Trustee
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101
Attention: Corporate Trust Services

Additionally, this Eighth Supplemental Indenture shall, if appropriate, be an amendment to the financing documents previously filed in connection with the Indenture. The Company is authorized to execute and file as appropriate instruments under the Uniform Commercial Code to either create a security interest or amend any security interest heretofore created.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Supplemental Indenture of Trust to be duly executed as of the day and year first above written.

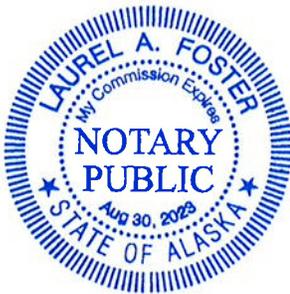
CHUGACH ELECTRIC ASSOCIATION, INC.,
an Alaska electric cooperative

By: *Sherril Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 8th day of October, 2020, before me, a Notary Public in and for the State of Alaska, personally appeared Sherri L. Highers, to me known to be the Executive Vice President, Finance and Administration and Chief Financial Officer of CHUGACH ELECTRIC ASSOCIATION, INC., the electric cooperative that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said electric cooperative for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute said instrument on behalf of said electric cooperative.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Laurel A. Foster
Print name: Laurel A. Foster
Notary Public in and for the State of Alaska, residing
at Anchorage, Alaska
My commission expires: August 30, 2023

EXHIBIT A

SCHEDULE OF RECORDING INFORMATION

Document	Recording District	Recording Date.	Recording No.
Indenture of Trust	Anchorage Kenai Palmer Seward	September 25, 1991 September 25, 1991 September 25, 1991 September 25, 1991	Book 2195, Page 178 Book 389, Page 637 Book 663, Page 167 Book 62, Page 351
Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	January 20, 2011 January 20, 2011 January 20, 2011 January 20, 2011	2011-003688-0 2011-000608-0 2011-001410-0 2011-000062-0
First Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	January 20, 2011 January 20, 2011 January 20, 2011 January 20, 2011	2011-003689-0 2011-000609-0 2011-001411-0 2011-000063-0
Second Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	October 10, 2011 October 10, 2011 October 10, 2011 October 10, 2011	2011-048750-0 2011-009565-0 2011-019671-0 2011-001198-0
Third Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	January 10, 2012 January 10, 2012 January 10, 2012 January 10, 2012	2012-001554-0 2012-000310-0 2012-000586-0 2012-000029-0
Fourth Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	February 9, 2015 February 9, 2015 February 9, 2015 February 9, 2015	2015-005159-0 2015-000906-0 2015-002154-0 2015-000090-0
Fifth Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	June 29, 2016 June 29, 2016 June 29, 2016 June 29, 2016	2016-026065-0 2016-005600-0 2016-013143-0 2016-000626-0
Sixth Supplemental Indenture to Second	Anchorage Kenai	March 16, 2017 March 16, 2017	2017-009779-0 2017-001625-0

Amended and Restated Indenture of Trust	Palmer Seward	March 16, 2017 March 16, 2017	2017-004701-0 2017-000235-0
Seventh Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	May 14, 2019 May 14, 2019 May 14, 2019 May 14, 2019	2019-015412-0 2019-003894-0 2019-009399-0 2019-000461-0

EXHIBIT B

FORM OF 2020 SERIES A BONDS

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE [A][B], DUE OCTOBER 30, [2039] [2050]**

**NO.
\$**

**ISSUANCE DATE: [_____] , 20[____]
PPN: [171265C@8] [171265C#6]**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the “*Company*”), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to [_____] , or registered assigns, the principal sum of [_____] Dollars (or so much thereof as shall not have been redeemed) on October 30, [2039] [2050], with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of [2.38%] [2.91%] per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered

Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

“*Interest Rate Adjustment Event*” means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche [A][B] Bonds due October 30, [2039] [2050] (herein called the “*Bonds*”) issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the “*Eighth Supplemental Indenture*”), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the “*Indenture*”), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the “*Bond Purchase Agreement*”). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then,

ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

**CHUGACH ELECTRIC ASSOCIATION,
INC.**

By: _____
Name:
Title:

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Date of Authentication: October 26, 2020

CHUGACH ELECTRIC ASSOCIATION, INC.

\$800,000,000

\$275,000,000 2.38 % FIRST MORTGAGE BONDS, 2020 SERIES A, TRANCHE A
DUE OCTOBER 30, 2039

\$525,000,000 2.91% FIRST MORTGAGE BONDS, 2020 SERIES A, TRANCHE B
DUE OCTOBER 30, 2050

BOND PURCHASE AGREEMENT

DATED OCTOBER 26, 2020

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**CHUGACH ELECTRIC ASSOCIATION, INC.
5601 ELECTRON DRIVE
ANCHORAGE, ALASKA 99518**

\$800,000,000

\$275,000,000 2.38% FIRST MORTGAGE BONDS, 2020 SERIES A, TRANCHE A
DUE OCTOBER 30, 2039

\$525,000,000 2.91% FIRST MORTGAGE BONDS, 2020 SERIES A, TRANCHE B
DUE OCTOBER 30, 2050

OCTOBER 26, 2020

TO EACH OF THE PURCHASERS LISTED IN
SCHEDULE A HERETO:

Ladies and Gentlemen:

CHUGACH ELECTRIC ASSOCIATION, INC., an Alaska electric cooperative (the “Company”), agrees with each of the purchasers whose names appear at the end hereof (each, a “Purchaser” and, collectively, the “Purchasers”) as follows:

SECTION 1. AUTHORIZATION OF 2020 SERIES A BONDS.

The Company will authorize the issue and sale of (i) \$275,000,000 aggregate principal amount of its 2.38% First Mortgage Bonds, 2020 Series A, Tranche A due October 30, 2039 (the “*Tranche A Bonds*”) and (ii) \$525,000,000 aggregate principal amount of its 2.91% First Mortgage Bonds, 2020 Series A, Tranche B due October 30, 2050 (the “*Tranche B Bonds*,” and together with the Tranche A Bonds, the “*2020 Series A Bonds*”). The 2020 Series A Bonds will be issued under and secured by the Second Amended and Restated Indenture of Trust dated as of January 20, 2011 (the “*Second Amended and Restated Indenture of Trust*”), between the Company and U.S. Bank National Association, as Trustee (the “*Trustee*”), as previously amended and supplemented by the First Supplemental Indenture dated as of January 20, 2011 (the “*First Supplemental Indenture*”), the Second Supplemental Indenture dated as of September 30, 2011 (the “*Second Supplemental Indenture*”), the Third Supplemental Indenture dated as of January 5, 2012 (the “*Third Supplemental Indenture*”), the Fourth Supplemental Indenture dated as of February 3, 2015 (the “*Fourth Supplemental Indenture*”), the Fifth Supplemental Indenture dated as of June 30, 2016 (the “*Fifth Supplemental Indenture*”), the Sixth Supplemental Indenture dated as of March 17, 2017 (the “*Sixth Supplemental Indenture*”) and the Seventh Supplement Indenture dated as of May 15, 2019 (the “*Seventh Supplemental Indenture*”), which Second Amended and Restated Indenture of Trust, as so previously amended and supplemented, shall be further amended and supplemented by an Eighth Supplemental Indenture that will be substantially in the form attached hereto as Exhibit A, with such changes therein, if any, as shall be approved by the Purchasers and the Company (the “*Eighth Supplemental Indenture*”). The

Second Amended and Restated Indenture of Trust, as previously amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental and as further amended and supplemented from time to time, including by the Eighth Supplemental Indenture, is hereinafter referred to as the “*Indenture*.”

Certain capitalized and other terms used in this Agreement are defined in Schedule B; and references to a “Schedule” or an “Exhibit” are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement. Terms used herein but not defined herein shall have the meanings set forth in the Indenture.

SECTION 2. SALE AND PURCHASE OF 2020 SERIES A BONDS.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to each Purchaser and each Purchaser will purchase from the Company, at the Closing provided for in Section 3, 2020 Series A Bonds of the tranche and in the principal amount specified opposite such Purchaser’s name in Schedule A at the purchase price of 100% of the principal amount thereof. The Purchasers’ obligations hereunder are several and not joint obligations and no Purchaser shall have any liability to any Person for the performance or non performance of any obligation by any other Purchaser hereunder.

SECTION 3. CLOSING.

The sale and purchase of the 2020 Series A Bonds to be purchased by each Purchaser shall occur at the offices of Chapman and Cutler LLP, 111 West Monroe, Chicago, IL, at 10:00 a.m., Chicago time, at a closing (the “*Closing*”) on October 26, 2020, or on such other Business Day thereafter on or prior to October 30, 2020 as may be agreed upon by the Company and the Purchasers. At the Closing the Company will deliver to Chapman and Cutler LLP the 2020 Series A Bonds to be purchased by such Purchaser in the form of a single 2020 Series A Bond of each tranche of the 2020 Series A Bonds being purchased by such Purchaser (or such greater number of 2020 Series A Bonds of the appropriate maturity in denominations of at least \$100,000 as such Purchaser may request) dated the date of the Closing and registered in such Purchaser’s name (or in the name of its nominee), against delivery by such Purchaser to the Trustee or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Trustee to be held as 2020 Deposited Cash and Trust Funds under the Indenture to U.S. Bank National Association, ABA# #091-000-022, Credit: U.S. Bank Corporate Trust/AC #180121167365, Reference: Purchaser Name/Chugach Electric. If at the Closing the Company shall fail to tender such 2020 Series A Bonds to Chapman and Cutler LLP to hold for the Purchasers as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to such Purchaser’s satisfaction, such Purchaser shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights such Purchaser may have by reason of such failure or such nonfulfillment. The Company’s obligation to issue and sell to each Purchaser the Bonds to be sold to such Purchaser is subject to fulfillment, at Closing, of the condition set forth in Section 4.6.

SECTION 4. CONDITIONS TO CLOSING.

Each Purchaser's obligation to purchase and pay for the 2020 Series A Bonds to be sold to such Purchaser at the Closing is subject to the fulfillment to such Purchaser's satisfaction, prior to or at the Closing, of the following conditions:

Section 4.1. Representations and Warranties. The representations and warranties of the Company in the Financing Agreements shall be correct when made and at the time of the Closing.

Section 4.2. Performance; No Default. The Company shall have performed and complied with all agreements and conditions contained in the Financing Agreements required to be performed or complied with by it prior to or at the Closing and after giving effect to the issue and sale of the 2020 Series A Bonds (and the application of the proceeds thereof as contemplated by Section 5.14) no Default or Event of Default shall have occurred and be continuing.

Section 4.3. Compliance Certificates.

(a) *Officer's Certificates.* The Company shall have delivered to such Purchaser an Officer's Certificate, dated the date of the Closing, certifying (i) that the conditions specified in Section 4 of this Agreement have been fulfilled, (ii) an attached true, complete and correct copy of the Indenture, and (iii) attached true, complete and correct copies of all certificates and opinions delivered to the Trustee under the Indenture in connection with the issuance of the 2020 Series A Bonds under the Indenture.

(b) *Secretary's Certificate.* The Company shall have delivered to such Purchaser a certificate of its Secretary, Assistant Secretary, or other officer authorized by the Company to make such certification, dated the date of Closing, certifying as to the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of the Financing Agreements.

(c) *Secretary's Certificate of the Trustee.* The Trustee shall have delivered to such Purchaser a certificate of a corporate trust officer, dated the date of the Closing, certifying as to the resolutions attached thereto and the authorization, execution and delivery of the Indenture and Bonds.

Section 4.4. Opinions of Counsel. Such Purchaser shall have received opinions in form and substance satisfactory to such Purchaser, dated the date of the Closing (a) from (i) the General Counsel of the Company, (ii) Stinson LLP, Alaska counsel for the Company, and (iii) Orrick, Herrington & Sutcliffe LLP, special counsel to the Company, covering the matters set forth in Exhibits 4.4(a)(i), 4.4(a)(ii) and 4.4(a)(iii), respectively, and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby authorizes its counsel to deliver such opinion to the Purchasers) and (b) from Chapman and Cutler LLP, the Purchasers' special counsel in connection with such transactions, substantially in the form set forth in Exhibit 4.4(b) and

covering such other matters incident to such transactions as such Purchaser may reasonably request.

Section 4.5. Purchase Permitted by Applicable Law. On the date of the Closing such Purchaser's purchase of 2020 Series A Bonds shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof. If requested by such Purchaser, such Purchaser shall have received an Officer's Certificate certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine whether such purchase is so permitted.

Section 4.6. Sale of Other Bonds. Contemporaneously with the Closing the Company shall sell to each other Purchaser and each other Purchaser shall purchase the 2020 Series A Bonds to be purchased by it at the Closing as specified in Schedule A.

Section 4.7. Payment of Special Counsel Fees. Without limiting the provisions of Section 12.1, the Company shall have paid on or before the Closing the fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4(b) to the extent reflected in a statement of such counsel rendered to the Company at least three Business Days prior to the Closing.

Section 4.8. Private Placement Number. A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for each tranche of the 2020 Series A Bonds.

Section 4.9. Changes in Corporate Structure. The Company shall not have changed its jurisdiction of incorporation or organization, as applicable, or been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity, at any time following the date of the most recent financial statements referred to in Schedule 5.5.

Section 4.10. Funding Instructions. At least five (5) Business Days prior to the date of the Closing, each Purchaser shall have received written instructions signed by an authorized representative of the Trustee on letterhead of the Trustee confirming the information specified in Section 3 including (a) the name and address of the transferee bank, (b) such transferee bank's ABA number and (c) the account name and number into which the purchase price for the relevant tranche of 2020 Series A Bonds is to be deposited. Each Purchaser has the right, but not the obligation, upon written notice (which may be by email) to the Trustee, to elect to deliver a micro deposit (less than \$51.00) to the account identified in the written instructions no later than two (2) Business Days prior to Closing. If a Purchaser delivers a micro deposit, an authorized representative of the Trustee must verbally verify the receipt and amount of the micro deposit to such Purchaser on a telephone call initiated by such Purchaser prior to Closing. The Trustee

shall not be obligated to return the amount of the micro deposit, nor will the amount of the micro deposit be netted against the Purchaser's purchase price of the 2020 Series A Bonds.

Section 4.11. Recording and Filing of the Supplemental Indentures. The Company shall have caused (a) the Eighth Supplemental Indenture to have been recorded or filed at or prior to the Closing in such manner and in all places in which recording is necessary to preserve and protect the lien of the Indenture upon any of the properties of the Company specifically described therein as subject to the lien of the Indenture, and which are described in Schedule 4.11, (b) all financing statements under the UCC, if any, with respect to the personal property described in the granting clauses of the Indenture to have been filed in all places necessary to perfect and protect the security interest granted by the Indenture to the extent such security can be perfected by the filing of appropriate financing statements, and which are described in Schedule 4.11 (all such recordations and filings as provided in clauses (a) and (b) of this Section 4.11 being referred to as the "*Collateral Filings*") and (c) all taxes, fees and other charges payable in connection with the execution, delivery and filing of the Eighth Supplemental Indenture to have been paid in full.

Section 4.12. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

Section 4.13. Documents Required by Indenture; Basis for Authentication. The Company shall have furnished to the Trustee the resolutions, certificates, instruments, opinions and cash, if any, required to be delivered prior to or upon the issuance of the Bonds pursuant to the provisions of the Indenture. The Company shall have requested the Trustee to, and the Trustee shall have, authenticated the Bonds pursuant to Article 5 of the Indenture. The Company shall have complied with all other conditions with respect to the issuance and authentication of the Bonds imposed by the Indenture.

Section 4.14. Regulatory Approval. Prior to the Closing, such Purchaser and its special counsel shall have received evidence, including, without limitation, an opinion of counsel, in form and substance satisfactory to such Purchaser and its special counsel, demonstrating that all approvals and authorizations of (a) the Federal Energy Regulatory Commission under the Federal Power Act and (b) the Regulatory Commission of Alaska under the laws of the State of Alaska which are required to be obtained in connection with the issuance of the Bonds, and the execution and delivery by the Company of, and the performance by the Company of its obligations under, the Financing Agreements and the Acquisition have been duly obtained, validly issued and are in full force and effect and final, and all periods for appeal and rehearing by third parties have expired and all conditions contained in such approvals and authorizations which are to be fulfilled on or prior to the issuance of the Bonds have been fulfilled.

Section 4.15. Consents Under Existing Debt Agreements. The Company shall have obtained all consents required under its existing debt agreements in connection with the Company's incurrence of the Indebtedness under the Financing Agreements and the Acquisition.

Section 4.16. Acceptance of Appointment to Receive Service of Process. Such Purchaser shall have received evidence of the acceptance by C T Corporation System of the appointment and designation provided for by Section 20.8(b) (and the payment of all fees in respect thereof for the period from the date of the Closing to a date not earlier than the third anniversary date of the Closing).

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each Purchaser that:

Section 5.1. Organization; Power and Authority. The Company is an electric cooperative duly organized, validly existing and in good standing under the laws of the State of Alaska. The Company has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver the Financing Agreements and to perform the provisions hereof and thereof.

Section 5.2. Authorization. The Financing Agreements and the Asset Purchase and Sale Agreement dated as of December 28, 2018 between the Company and the Municipality of Anchorage, Alaska, in respect of the Acquisition (as amended from time to time, the "Acquisition Agreement" have been duly authorized by all necessary corporate action on the part of the Company, and the Financing Agreements and the Acquisition Agreement constitute, and upon execution and delivery thereof the 2020 Series A Bonds will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.3. Disclosure. This Agreement and the documents, certificates or other writings delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby and identified in Schedule 5.3, and the financial statements listed in Schedule 5.5 (this Agreement and such documents, certificates or other writings and such financial statements delivered to each Purchaser prior to September 22, 2020 being referred to, collectively, as the "Disclosure Documents"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made; *provided that*, (a) with respect to financial estimates, projected financial information, forecasts and other forward-looking information, the Company represents and warrants only that such information, when taken as a whole, was prepared in good faith based upon assumptions believed by the Company to be reasonable at the time of preparation and at the time such was made available to Purchasers; it being understood that (i) such projections are not to be viewed as facts, (ii) such

projections are subject to significant uncertainties and contingencies, many of which are beyond the Company's control, (iii) no assurance can be given that any particular projections will be realized and (iv) actual results during the period or periods covered by any such projections may differ significantly from the projected results and such differences may be material and (b) no representation or warranty is made with respect to information of a general economic or general industry nature. Except as disclosed in the Disclosure Documents, since December 31, 2019, there has been no change in the financial condition, operations, business, or properties of the Company except changes that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

Section 5.4. No Subsidiaries. The Company has no Subsidiaries.

Section 5.5. Financial Statements; Material Liabilities. The Company has delivered to each Purchaser copies of the financial statements of the Company listed on Schedule 5.5. All of said financial statements (including in each case the related schedules and notes) fairly present in all material respects the financial position of the Company as of the respective dates specified in such Schedule and the results of its operations and cash flows for the respective periods so specified and have been prepared in accordance with GAAP consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal year-end adjustments). The Company does not have any Material liabilities that are not disclosed on such financial statements or otherwise disclosed in the Disclosure Documents.

Section 5.6. Compliance with Laws, Other Instruments. The execution, delivery and performance by the Company of the Financing Agreements will not (a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien, other than the Lien created under the Indenture, in respect of any property of the Company under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws, or any other Material agreement or instrument to which the Company is bound or by which the Company or any of its properties may be bound or affected, (b) conflict with or result in a breach of, in any material respect, any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or (c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company.

Section 5.7. Governmental Authorizations. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of the Financing Agreements other than the Collateral Filings contemplated by Section 4.11 and such other consents, notices, actions or filings as may be required to be obtained, given, or accomplished after the date hereof.

Section 5.8. Litigation; Observance of Statutes and Orders. (a) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any property of the Company in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(b) The Company is not in default under any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or in violation of any applicable law, ordinance, rule or regulation (including without limitation Environmental Laws or the USA Patriot Act) of any Governmental Authority, which default or violation, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 5.9. Taxes. The Company has filed all Material income tax returns that are required to have been filed in any jurisdiction, and has paid all Material taxes shown to be due and payable on such returns and all other taxes and assessments payable by it, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (a) the amount of which is not individually or in the aggregate Material or (b) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company has established adequate reserves in accordance with GAAP. The federal income tax liabilities of the Company have been finally determined (whether by reason of completed audits or the statute of limitations having run) for all fiscal years up to and including the fiscal year ended December 31, 2016.

Section 5.10. Title to Property; Leases. The Company has good and sufficient title to its Material properties, including all such properties reflected in the most recent audited balance sheet referred to in Section 5.5 or purported to have been acquired by the Company after said date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and clear of Liens (other than the Lien created by the Indenture) prohibited by this Agreement or the Indenture. All Material leases are valid and subsisting and are in full force and effect in all material respects.

Section 5.11. Licenses, Permits, Etc. The Company owns or possesses all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that are Material, without known conflict with the rights of others, except for those conflicts that, individually or in the aggregate, would not have a Material Adverse Effect.

Section 5.12. Compliance with ERISA. (a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to “employee benefit plans” (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that would, individually or in the aggregate, reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to section 430(k) of the Code or to any such penalty or excise tax provisions under the Code or federal law or section 4068 of ERISA or by the granting of a security interest in connection with the amendment of a Plan, other than such liabilities or Liens

as would not be reasonably be expected individually or in the aggregate to have a Material Adverse Effect.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by more than \$7,000,000 in the case of any single Plan and by more than \$7,000,000 in the aggregate for all Plans. The term "*benefit liabilities*" has the meaning specified in section 4001 of ERISA and the terms "*current value*" and "*present value*" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 715-60, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company is not Material.

(e) The execution and delivery of this Agreement and the issuance and sale of the 2020 Series A Bonds hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds to be used to pay the purchase price of the 2020 Series A Bonds to be purchased by such Purchaser.

(f) The Company and its Subsidiaries do not have any Non-U.S. Plans.

Section 5.13. Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the 2020 Series A Bonds or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than the Purchasers and fifty (50) other Institutional Investors, each of which has been offered the 2020 Series A Bonds at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the 2020 Series A Bonds to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

Section 5.14. Use of Proceeds; Margin Regulations. The Company will direct the Trustee to hold the proceeds of the sale of the 2020 Series A Bonds as Deposited Cash and Trust Monies under the Indenture and to apply such proceeds in accordance with the Eighth Supplemental Indenture. No part of the proceeds from the sale of the 2020 Series A Bonds

hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 0.5% of the value of the assets of the Company and the Company does not have any present intention that margin stock will constitute more than 0.5% of the value of such assets. As used in this Section, the terms “margin stock” and “purpose of buying or carrying” shall have the meanings assigned to them in said Regulation U.

Section 5.15. Existing Indebtedness. (a) Except as described therein or the financial statements listed on Schedule 5.5, Schedule 5.15(a) sets forth a complete and correct list of all outstanding Indebtedness of the Company with a principal amount outstanding in excess of \$1,000,000 as of June 30, 2020 (including, except with respect to trade payables incurred in the ordinary course of business and not exceeding \$5,000,000 in the aggregate, a description of the obligees, principal amount outstanding and collateral therefor, if any, and Guaranty thereof, if any), since which date there has been no Material change in the amounts, interest rates, sinking funds, installment payments or maturities of such Indebtedness of the Company. The Company is not in default and no waiver of default is currently in effect in the payment of any principal or interest on any such Indebtedness of the Company and no event or condition exists with respect to any such Indebtedness of the Company the outstanding principal amount of which exceeds \$5,000,000 that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Indebtedness to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

(b) Other than the Financing Agreements, the Company is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Company, any agreement relating thereto or any other agreement (including, but not limited to, its charter or other organizational document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of the Company, except as specifically indicated in Schedule 5.15(b).

Section 5.16. Foreign Assets Control Regulations. (a) Neither the Company nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears or may in the future appear on a State Sanctions List or (iii) is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) Neither the Company nor any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to the Company’s knowledge, is under investigation by any Governmental Authority for possible violation of any U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the 2020 Series A Bonds hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any U.S. Economic Sanctions Laws or (C) otherwise in violation of any U.S. Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) The Company has established procedures and controls which it reasonably believes are adequate (and otherwise comply with applicable law) to seek to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 5.17. Status under Certain Statutes. The Company is not subject to regulation (a) under the Investment Company Act of 1940, as amended, (b) under the Public Utility Holding Company Act of 2005, as amended, (c) under the ICC Termination Act of 1995, as amended, or (d) as a “public utility” under the Federal Power Act, as amended.

Section 5.18. Lien of Indenture. (a) The Indenture constitutes a valid first priority Lien upon all of the properties and assets of the Company specifically or generally described or referred to in the Indenture as being subject to the Lien thereof, subject only to the exceptions referred to or permitted in the Indenture, and creates a first priority Lien upon all properties and assets acquired by the Company after the date hereof which are required to be subjected to the Lien of the Indenture, when acquired by the Company, subject only to the exceptions referred to or permitted in the Indenture and subject, further, as to real property, to the recordation of a supplement to the Indenture describing such after-acquired property (provided no intervening Liens shall have been filed or recorded against such property prior to the filing or recording of such supplement). The descriptions of all such properties and assets contained in the granting clauses of, and exhibits to, the Indenture are correct and adequate for the purposes of the Indenture.

(b) Contemporaneously with, or prior to, the Closing, (i) the Eighth Supplemental Indenture will be duly executed and delivered and will be duly filed or recorded as a supplemental indenture of mortgage of real estate, and any required filings with respect to personal property and fixtures subject to the Lien of the Indenture will be duly made in each place in which such recording or filing is required to protect, preserve and perfect the Lien of the

Indenture, and (ii) all taxes and recording and filing fees required to be paid with respect to the execution and delivery of the Eighth Supplemental Indenture, the filing of financing statements related thereto, if any, and similar documents and the issuance of the 2020 Series A Bonds thereunder will be paid by the Company.

(c) At all times prior to and after the recording of the Eighth Supplemental Indenture as provided in Section 5.18(b), the 2020 Series A Bonds, when executed by the Company, authenticated and delivered by the Trustee and issued by the Company to the Purchasers will be the legal, valid and binding obligations of the Company enforceable in accordance with their terms and the terms of the Indenture and entitled to the benefits of and secured by the Lien of the Indenture equally and ratably with all other Outstanding Secured Obligations.

(d) As of the date hereof, the Company has no “*Excludable Property*” as defined in the Indenture, other than the property listed in Schedule 5.18(d).

Section 5.19. Filings. No action, including any filings, registration or notice, is necessary in Alaska, or any other jurisdictions to ensure the legality, validity, enforceability, priority or perfection of the Financing Agreements except for the Collateral Filings set forth in Schedule 4.11, which will be filed or recorded on or prior to the date of Closing. No other action, including any filing, registration or notice, is necessary in Alaska, or any other jurisdiction to establish or protect for the benefit of the Trustee and the holders of 2020 Series A Bonds, the security interest and Liens purported to be created under the Indenture and the other Financing Agreements, except in each case for the Collateral Filings and the filing of continuation statements with respect to any Collateral Filing at the time and in the manner provided under applicable law.

SECTION 6. REPRESENTATIONS OF THE PURCHASERS.

Section 6.1. Purchase for Investment. Each Purchaser severally represents that it is an institutional “accredited investor” within the meaning of Rule 501 of the Securities Act and is purchasing the 2020 Series A Bonds for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, *provided* that the disposition of such Purchaser’s or their property shall at all times be within such Purchaser’s or their control. Each Purchaser understands that the 2020 Series A Bonds have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the 2020 Series A Bonds.

Section 6.2. Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a “*Source*”) to be used by such Purchaser to pay the purchase price of the 2020 Series A Bonds to be purchased by such Purchaser hereunder:

(a) the Source is an “insurance company general account” (as the term is defined in the United States Department of Labor’s Prohibited Transaction Exemption (“*PTE*”) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the “*NAIC Annual Statement*”)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser’s fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an “insurance company pooled separate account,” (within the meaning of PTE 90-1) or (ii) a “bank collective investment fund” (within the meaning of the PTE 91-38) and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an “investment fund” (within the meaning of Part VI of PTE 84-14 (the “*QPAM Exemption*”)) managed by a “qualified professional asset manager” or “QPAM” (within the meaning of Part VI of the QPAM Exemption), no employee benefit plan’s assets that are managed by the QPAM in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, represent more than 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM maintains an ownership interest in the Company that would cause the QPAM and the Company to be “related” within the meaning of Part VI(h) of the QPAM Exemption and (i) the identity of such QPAM and (ii) the names of any employee benefit plans whose assets in the investment fund, when combined with the assets of all other

employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization, represent 5% or more of the assets of such investment fund, have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a “plan(s)” (within the meaning of Part IV(h) of PTE 96-23 (the “*INHAM Exemption*”)) managed by an “in-house asset manager” or “INHAM” (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of “control” in Part IV(d)(3) of the INHAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include “assets” of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms “*employee benefit plan*,” “*governmental plan*,” and “*separate account*” shall have the respective meanings assigned to such terms in section 3 of ERISA.

SECTION 7. INFORMATION AS TO COMPANY.

Section 7.1. Financial and Business Information. The Company shall deliver to each holder of 2020 Series A Bonds that is an Institutional Investor:

(a) *Quarterly Statements* — within 60 days (or such shorter period as is 15 days greater than the period applicable to the filing of the Company’s Quarterly Report on Form 10-Q (the “*Form 10-Q*”) with the SEC regardless of whether the Company is subject to the filing requirements thereof) after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year), duplicate copies of,

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter, and

(ii) consolidated statements of income and changes in cash flows of the Company and its Subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within 105 days (or such shorter period as is 15 days greater than the period applicable to the filing of the Company's Annual Report on Form 10 K (the "*Form 10 K*") with the SEC regardless of whether the Company is subject to the filing requirements thereof) after the end of each fiscal year of the Company, duplicate copies of,

(i) a consolidated balance sheet of the Company and its Subsidiaries, as at the end of such year, and

(ii) consolidated statements of income, changes in patronage capital and membership fees and cash flows of the Company and its Subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion thereon of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances, *provided* that the delivery within the time period specified above of the Company's Annual Report on Form 10-K for such fiscal year (together with the Company's annual report to shareholders, if any, prepared pursuant to Rule 14a-3 under the Exchange Act) prepared in accordance with the requirements therefor and filed with the SEC shall be deemed to satisfy the requirements of this Section 7.1(b), and *provided, further*, that the Company shall be deemed to have made such delivery of such Form 10-K if it shall have timely made Electronic Delivery thereof;

(c) *SEC and Other Reports* — promptly upon their becoming available, one copy of (i) each financial statement, report, notice or proxy statement sent by the Company or any Subsidiary to its principal lending banks as a whole (excluding information sent to such banks in the ordinary course of administration of a bank facility, such as information relating to pricing and borrowing availability) or to its public securities holders generally, and (ii) each regular or periodic report, each registration statement that shall have become effective (without exhibits except as expressly requested by such holder), and each final prospectus and all amendments thereto filed by the Company with the SEC or any Subsidiary;

(d) *Notice of Default or Event of Default* — promptly, and in any event within five Business Days after a Responsible Officer becoming aware of the existence of any Default or Event of Default, a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) *ERISA Matters* — promptly, and in any event within five Business Days after a Responsible Officer becoming aware of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, would reasonably be expected to have a Material Adverse Effect; or

(iv) receipt of notice of the imposition of a Material financial penalty (which for this purpose shall mean any tax, penalty or other liability, whether by way of indemnity or otherwise) with respect to one or more Non-U.S. Plans;

(f) *Supplemental Indentures* — promptly, and in any event not less than five Business Days after the execution and delivery thereof, a copy of any indenture supplemental to the Indenture that the Company from time to time may hereafter execute and deliver which amends the Indenture in any respect;

(g) *Notices from Governmental Authority* — promptly, and in any event within 30 days after receipt thereof, copies of any notice to the Company or any Subsidiary from any Federal or state Governmental Authority relating to any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect;

(h) *Certain Notices Under the Indenture* — true, correct and complete copies of any notices required to be delivered by the Company to such holder pursuant to the terms and provisions of the Indenture; and

(i) *Requested Information* — with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries (including, but without limitation, actual copies of the Company's Form 10-Q and Form 10-K, if any) or relating to the ability of the Company to perform its obligations under any Financing Agreement as from time to time may be reasonably requested by such holder of 2020 Series A Bonds after a Default that is continuing.

All information required to be delivered by the Company pursuant to Section 7.1(a)-(c) shall be deemed to have been furnished if the Company shall have timely made the same available on the its website at www.chugachelectric.com and, substantially concurrently therewith (except in the case of the delivery of forms 10-K and 10-Q and any financial statements or other information contained therein, as to which no separate notification shall be necessary if such information has been posted on the Company's website within the deadlines specified in Section 7.1(a) and Section 7.1(b)), shall have notified each holder of 2020 Series A Bonds that such information has been posted on its website and such information is fully accessible (such availability and notice thereof being referred to as "*Electronic Delivery*"), provided, that if any holder of 2020 Series A Bonds is unable to access the Company's website or download and print the posted information the Company agrees to provide such holder with paper or electronic copies of such information required to be furnished pursuant to Section 7.1(a)-(c) promptly following notice (and thereafter so long as such notice remains in effect) from such holder.

Section 7.2. Officer's Certificate. Each set of financial statements delivered to a holder of 2020 Series A Bonds pursuant to Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer setting forth (which, in the case of Electronic Delivery of any such financial statements, shall be by separate concurrent delivery of such certificate to each holder of 2020 Series A Bonds):

(a) *Covenant Compliance* — (i) the information (including detailed calculations) required in order to establish whether the Company was in compliance with the requirements of Sections 14.14 and 14.15 of the Indenture during the annual period covered by the statements then being furnished and (ii) to the extent the Company issued Additional Obligations (as defined in the Indenture) under the Indenture during the period covered by the statements being furnished, any calculations that the Company provided to the Trustee (as defined in the Indenture) to show compliance with the Indenture in connection with the issuance of the Additional Obligations (including with respect to each such Section, where applicable, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence); and

(b) *Event of Default* — a statement that such Senior Financial Officer has reviewed the relevant terms hereof and of the Indenture and has made, or caused to be

made, under his or her supervision, a review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

Section 7.3. Visitation. The Company shall permit the representatives of each holder of 2020 Series A Bonds that is an Institutional Investor:

(a) *No Default* — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and, with the consent of the Company (which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing (but no Investor shall have the right to make such a request more frequently than once in any 12-month period); and

(b) *Default* — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their books of account and other relevant records, reports and documents, to make copies or extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs, finances and accounts of the Company and its Subsidiaries if a Default or Event of Default then exists), all at such times and as often as may be reasonably requested in writing.

SECTION 8. AFFIRMATIVE COVENANTS.

The Company covenants that so long as any of the 2020 Series A Bonds are outstanding:

Section 8.1. Compliance with Law. Without limiting Section 9.2, the Company will and will cause each of its Subsidiaries to comply with all laws, ordinances or governmental rules or regulations to which each of them is subject, including, without limitation, ERISA, the USA PATRIOT Act and Environmental Laws and the other laws and regulations that are referenced in Section 5.16, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

Section 8.2. Insurance. The Company will and will cause each of its Subsidiaries to maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

Section 8.3. Maintenance of Properties. The Company will and will cause each of its Subsidiaries to maintain and keep, or cause to be maintained and kept, their respective properties in good repair, working order and condition (other than ordinary wear and tear or immaterial casualties or condemnations), so that the business carried on in connection therewith may be properly conducted at all times, *provided* that this Section shall not prevent the Company or any Subsidiary from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and the Company has concluded that such discontinuance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 8.4. Payment of Taxes. The Company will and will cause each of its Subsidiaries to file all income tax or similar tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies payable by any of them, to the extent the same have become due and payable and before they have become delinquent, *provided* that neither the Company nor any Subsidiary need pay any such tax, assessment, charge or levy if (a) the amount, applicability or validity thereof is contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Subsidiary or (b) the nonpayment of all such taxes, assessments, charges and levies in the aggregate would not reasonably be expected to have a Material Adverse Effect.

Section 8.5. Corporate Existence. The Company will at all times preserve and keep in full force and effect its corporate existence. The Company will at all times preserve and keep in full force and effect the corporate existence of each of its Subsidiaries (unless merged into the Company or a wholly owned Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise would not, individually or in the aggregate, have a Material Adverse Effect.

Section 8.6. Books and Records. The Company will, and will cause each of its Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary, as the case may be.

SECTION 9. NEGATIVE COVENANTS.

The Company covenants that so long as any of the 2020 Series A Bonds are outstanding:

Section 9.1. Transactions with Affiliates. The Company will not and will not permit any Subsidiary to enter into directly or indirectly any Material transaction or Material group of related transactions (including without limitation the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate (other than the Company or another Subsidiary), except pursuant to the reasonable requirements of the Company's or such Subsidiary's business and upon fair and reasonable terms no less favorable to the Company or such Subsidiary than would be obtainable in a comparable arm's-length transaction with a Person not an Affiliate.

Section 9.2. Line of Business. The Company will not and will not permit any Subsidiary to engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement.

Section 9.3. Terrorism Sanctions Regulations. The Company will not, and will not permit any Controlled Entity to (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the 2020 Series A Bonds) with any Person if such investment, dealing or transaction (i) would cause any holder or any affiliate of such holder to be in violation of, or subject to sanctions under, any law or regulation applicable to such holder, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions Laws.

SECTION 10. REGISTRATION; EXCHANGE; SUBSTITUTION OF 2020 SERIES A BONDS.

The registration, exchange, replacement and transfer of the 2020 Series A Bonds, if any, shall be subject to the terms and provisions of the Indenture.

SECTION 11. PAYMENTS ON 2020 SERIES A BONDS.

The 2020 Series A Bonds shall be subject to optional and mandatory redemption as provided the Eighth Supplemental Indenture. So long as any Purchaser or its nominee shall be the holder of any 2020 Series A Bond, and notwithstanding anything contained in the Indenture or in such 2020 Series A Bond to the contrary, the Company will pay all sums becoming due on such 2020 Series A Bond for principal, make-whole amount or premium, if any, and interest by the method and at the address specified for such purpose below such Purchaser's name in Schedule A, or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such 2020 Series A Bond or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or redemption in full of any 2020 Series A Bond, such Purchaser shall surrender such 2020

Series A Bond for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to the Indenture. Prior to any sale or other disposition of any 2020 Series A Bond held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such 2020 Series A Bond to the Company in exchange for a new 2020 Series A Bond or 2020 Series A Bonds of the same maturity pursuant to Section 3.7 of the Indenture. The Company will afford the benefits of this Section 11 to any Institutional Investor that is the direct or indirect transferee of any 2020 Series A Bond purchased by a Purchaser under this Agreement and that has made the same agreement relating to such 2020 Series A Bond as the Purchasers have made in this Section 11.

SECTION 12. EXPENSES.

Section 12.1. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will pay all reasonable costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by the Purchasers and each other holder of a 2020 Series A Bond in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of any Financing Agreement (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the reasonable costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under any Financing Agreement or in responding to any subpoena or other legal process or informal investigative demand issued in connection with any Financing Agreement, or by reason of being a holder of any 2020 Series A Bond, (b) the reasonable costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated by any Financing Agreement and (c) the costs and expenses incurred in connection with the initial filing of any Financing Agreement and all related documents and financial information with the SVO, *provided* that such costs and expenses under this clause (c) shall not exceed \$3,000 per tranche. The Company will pay, and will save each Purchaser and each other holder of a 2020 Series A Bond harmless from, all claims in respect of any fees, costs or expenses if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the 2020 Series A Bonds).

Section 12.2. Survival. The obligations of the Company under this Section 12 will survive the payment or transfer of any 2020 Series A Bond, the enforcement, amendment or waiver of any provision of any Financing Agreement, and the termination of any Financing Agreement.

SECTION 13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of the Financing Agreements, the purchase or transfer by any Purchaser of any 2020 Series A Bond or portion thereof or interest therein and the payment of any 2020 Series A

Bond, and may be relied upon by any subsequent holder of a 2020 Series A Bond, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a 2020 Series A Bond. All statements contained in any certificate or other instrument required to be delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, the Financing Agreements embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 14. AMENDMENT AND WAIVER.

Section 14.1. Requirements. This Agreement and the Bonds may be amended, and the observance of any term hereof or of the Bonds may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 19 hereof or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing, and (b) no such amendment or waiver may, without the written consent of the holder of each 2020 Series A Bond at the time outstanding affected thereby, (i) change the percentage of the principal amount of the 2020 Series A Bonds the holders of which are required to consent to any such amendment or waiver or (ii) amend any of Sections 14 or 18.

Section 14.2. Solicitation of Holders of 2020 Series A Bonds.

(a) *Solicitation.* The Company will provide each holder of the 2020 Series A Bonds (irrespective of the amount of 2020 Series A Bonds then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the 2020 Series A Bonds or Eighth Supplemental Indenture. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 14 or Section 1.4 of the Indenture to each holder of outstanding 2020 Series A Bonds promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of 2020 Series A Bonds.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of 2020 Series A Bonds as consideration for or as an inducement to the entering into by any holder of 2020 Series A Bonds of any waiver or amendment of any of the terms and provisions hereof or of the Indenture unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of 2020 Series A Bonds then outstanding even if such holder did not consent to such waiver or amendment. Except as otherwise required by applicable law, the Company agrees that it will not withhold from any applicable payment to be made to a holder of a 2020 Series A Bond that is not a United States Person any tax levied by the United States so long as such holder shall have delivered to the

Company (in such number of copies as shall be requested) on or about the date on which such holder becomes a holder under this Agreement (and from time to time thereafter upon the reasonable request of the Company), two original executed copies of IRS Form W-8BEN, IRS Form W-8-ECI or IRS Form W-8BEN-E , as applicable, as well as the applicable “U.S. Tax Compliance Certificate” substantially in the form attached as Exhibit 14.2, in both cases correctly completed and executed and validly claiming a complete exemption from U.S. federal withholding tax with respect to such payment. Each holder agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Company in writing of its legal inability to do so.

(c) *Consent in Contemplation of Transfer.* Any consent made pursuant to this Section 14.2 by the holder of any 2020 Series A Bond that has transferred or has agreed to transfer such 2020 Series A Bond to the (i) Company, (ii) any Subsidiary or any other Affiliate or (iii) any other Person in connection with, or in anticipation of, such other Person acquiring, making a tender offer for or merging with the Company and/or any of its Affiliates, in each case in connection with such consent, such transfer shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of 2020 Series A Bonds that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such transferring holder.

Section 14.3. Binding Effect. Any amendment or waiver applicable to this Agreement or the Eighth Supplemental Indenture consented to as provided in this Section 14 applies equally to all holders of 2020 Series A Bonds and is binding upon them and upon each future holder of any 2020 Series A Bond and upon the Company without regard to whether such 2020 Series A Bond has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any 2020 Series A Bond nor any delay in exercising any rights hereunder or under any 2020 Series A Bond shall operate as a waiver of any rights of any holder of such 2020 Series A Bond. As used herein, the term “*this Agreement*” and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

Section 14.4. 2020 Series A Bonds Held by Company. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of 2020 Series A Bonds then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement, the Indenture or the 2020 Series A Bonds, or have directed the taking of any action provided herein or in the 2020 Series A Bonds to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of 2020 Series A Bonds then outstanding, 2020 Series A Bonds directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

SECTION 15. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in Schedule A, or at such other address as such Purchaser or nominee shall have specified to the Company in writing,

(ii) if to any other holder of any 2020 Series A Bond, to such holder at such address as such other holder shall have specified to the Company in writing,

(iii) if to the Company, to the Company at its address set forth at the beginning hereof to the attention of Chief Financial Officer, or at such other address as the Company shall have specified to the holder of each 2020 Series A Bond in writing, or

(iv) if to the Trustee, to the Trustee at the address specified in the Indenture or at such other address as the Trustee shall have specified to the holder of each Bond in writing.

Notices under this Section 15 will be deemed given only when actually received.

SECTION 16. INDEMNIFICATION.

The Company hereby agrees to indemnify and hold the Purchasers harmless from, against and in respect of any and all loss, liability and expense (including reasonable attorneys' fees) arising from any misrepresentation or nonfulfillment of any undertaking on the part of the Company under this Agreement. The indemnification obligations of the Company under this Section 16 shall survive the execution and delivery of this Agreement, the delivery of the 2020 Series A Bonds to the Purchasers and the consummation of the transactions contemplated herein.

SECTION 17. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at the Closing (except the 2020 Series A Bonds themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was

made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 17 shall not prohibit the Company or any other holder of 2020 Series A Bonds from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

SECTION 18. CONFIDENTIAL INFORMATION.

For the purposes of this Section 18, “*Confidential Information*” means information delivered to any Purchaser by or on behalf of the Company in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser’s behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with the procedures adopted by such Purchaser in good faith to protect its own confidential information and confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its affiliates and its and their respective directors, trustees, officers, employees (legal and contractual), agents, and attorneys (collectively, the “*Related Persons*”) (to the extent such disclosure reasonably relates to the administration of the investment represented by its 2020 Series A Bonds), (ii) its auditors, financial advisors, investment advisers and other professional advisors and in the case of any Purchaser or holder that is a Related Fund, to its investors and partners and their Related Person, in each case under this clause (ii), who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 18, (iii) any other holder of any 2020 Series A Bond, (iv) any Institutional Investor to which it sells or offers to sell such 2020 Series A Bond or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 18), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 18), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser’s investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party (provided that such litigation is related to such Purchaser’s investment in the Bonds) or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser’s 2020 Series A Bonds and this Agreement. Each holder of a 2020 Series A Bond, by its acceptance of a 2020 Series A Bond,

will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 14 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a 2020 Series A Bond of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 18.

In the event that as a condition to receiving access to information relating to the Company or its Subsidiaries in connection with the transactions contemplated by or otherwise pursuant to this Agreement, any Purchaser or holder of a 2020 Series A Bond is required to agree to a confidentiality undertaking (whether through IntraLinks, another secure website, a secure virtual workspace or otherwise) which is different from this Section 18, this Section 18 shall not be amended thereby and, as between such Purchaser or such holder and the Company, the provisions of this Section 18 shall, subject to compliance with applicable law, supersede any such other confidentiality undertaking.

SECTION 19. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute any one of its Affiliates as the purchaser of the 2020 Series A Bonds that it has agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Affiliate, shall contain such Affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 19), shall be deemed to refer to such Affiliate in lieu of such original Purchaser. In the event that such Affiliate is so substituted as a Purchaser hereunder and such Affiliate thereafter transfers to such original Purchaser all of the 2020 Series A Bonds then held by such Affiliate, upon receipt by the Company of notice of such transfer, any reference to such Affiliate as a "Purchaser" in this Agreement (other than in this Section 19), shall no longer be deemed to refer to such Affiliate, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the 2020 Series A Bonds under this Agreement.

SECTION 20. MISCELLANEOUS.

Section 20.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a 2020 Series A Bond) whether so expressed or not.

Section 20.2. Payments Due on Non-Business Days. Anything in this Agreement or the Bonds to the contrary notwithstanding, any payment of principal of or Make-Whole Amount or interest on any Bond that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; *provided* that if the maturity date of any

Bond is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

Section 20.3. Accounting Terms. All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (a) all computations made pursuant to this Agreement shall be made using numbers prepared in accordance with GAAP, and (b) all financial statements shall be prepared in accordance with GAAP.

For purposes of determining compliance with the financial covenants contained in the Financing Agreements, any election by the Company to measure an item of Indebtedness using fair value (as permitted by Financial Accounting Standards Board Accounting Standards Codification Topic No. 825-10-25 – *Fair Value Option*, International Accounting Standard 39 – *Financial Instruments: Recognition and Measurement* or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

Section 20.4. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 20.5. Construction. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Defined terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein) and, for purposes of the 2020 Series A Bonds, shall also include any such bonds issued in substitution therefor pursuant to the Financing Agreements, (b) subject to Section 20.1, any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections and Schedules shall be construed to refer to Sections of, and Schedules to, this Agreement, and (e) any reference to any

law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

Section 20.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 20.7. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 20.8. Jurisdiction and Process; Waiver of Jury Trial. (a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement, the Financing Agreements or the 2020 Series A Bonds. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in Section 20.8 brought in any such court shall be conclusive and binding upon it subject to rights of appeal or rehearing, as the case may be, and may be enforced in the courts of the United States of America or the State of New York (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment. The Company hereby irrevocably appoints C T Corporation System, with offices as of the date of this Agreement at 28 Liberty Street, New York, New York 10005, as its authorized agent for service of process in relation to any action, suit or proceeding of the nature referred to in Section 20.8(a). The Company consents to process being served by or on behalf of any holder of a 2020 Series A Bond with respect to any such any action, suit or proceeding by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested to C T Corporation System at the address noted above. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service. The Company further agrees that any failure of C T Corporation System to give notice to the Company of any such service

shall not impair or affect the validity of such service of any judgment rendered in any such action, suit or proceeding. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(c) Nothing in this Section 20.8 shall affect the right of any holder of a 2020 Series A Bond to serve process in any manner permitted by law, or limit any right that the holders of any of the 2020 Series A Bonds may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE 2020 SERIES A BONDS OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Its: Executive Vice President,
Finance and Administration
and Chief Financial Officer

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE
CORPORATION

By: 
Name: _____
Title: **PAULA Z. KRAMP**

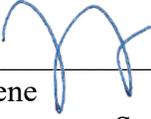
ASSISTANT SECRETARY TREASURER

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

COBANK, ACB

By:  _____
Name: Jared Greene
Title: Assistant Corporate Secretary

Accepted as of the date first written above.

AMERICAN GENERAL LIFE INSURANCE COMPANY
NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA
THE UNITED STATES LIFE INSURANCE COMPANY IN
THE CITY OF NEW YORK
THE VARIABLE ANNUITY LIFE INSURANCE
COMPANY

By **AIG Asset Management (U.S.), LLC**, as
Investment Adviser

By: 
Name: John H. Pollock
Title: Managing Director

Accepted as of the date first written above.

METROPOLITAN TOWER LIFE INSURANCE
COMPANY
By MetLife Investment Management, LLC, Its
Investment Manager

METLIFE INSURANCE K.K.
By MetLife Investment Management, LLC, its
investment manager

AMERICAN FIDELITY ASSURANCE COMPANY
By MetLife Investment Management, LLC, Its
Investment Manager

BRIGHTHOUSE LIFE INSURANCE COMPANY
By MetLife Investment Management, LLC, Its
Investment Manager

NEW YORK MARINE AND GENERAL INSURANCE
COMPANY
By MetLife Investment Management, LLC, Its
Investment Manager

By: 
Name: John Wills
Title: Authorized Signatory

Accepted as of the date first written above.

MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY

By: Barings LLC as Investment Adviser

By:  _____
Name: Elisabeth A. Perick
Title: Managing Director

Accepted as of the date first written above.

VOYA RETIREMENT INSURANCE AND
ANNUITY COMPANY
SECURITY LIFE OF DENVER INSURANCE
COMPANY

RELIASTAR LIFE INSURANCE COMPANY

By: Voya Investment Management LLC, as Agent

By: *Fitzhugh L. Wickham III*

Name: Fitzhugh L. Wickham III

Title: Vice President

VOYA RETIREMENT INSURANCE AND
ANNUITY COMPANY
AMERICAN FIDELITY ASSURANCE
COMPANY

COMPSOURCE MUTUAL INSURANCE
COMPANY

ALLIANCE UNITED INSURANCE COMPANY

BRIGHTHOUSE LIFE INSURANCE COMPANY

BRIGHTHOUSE REINSURANCE COMPANY

OF DELAWARE

EVEREST REINSURANCE COMPANY

KANSAS CITY LIFE INSURANCE COMPANY

NEW YORK MARINE AND GENERAL

INSURANCE COMPANY

By: Voya Investment Management Co. LLC, as Agent

By: *Fitzhugh L. Wickham III*

Name: Fitzhugh L. Wickham III

Title: Vice President

VOYA PRIVATE CREDIT TRUST FUND
VOYA PRIVATE CREDIT TRUST FUND-SIG
CLASS

By: Voya Investment Trust Co., as Trustee

By: *Fitzhugh L. Wickham III*

Name: Fitzhugh L. Wickham III

Title: Vice President

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

TEACHERS INSURANCE AND ANNUITY ASSOCIATION
OF AMERICA

By: Nuveen Alternatives Advisors LLC, its
investment manager

By: Jeffrey Hughes
Name: Jeffrey Hughes
Title: Senior Director

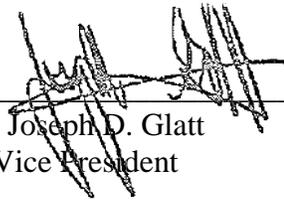
Accepted as of the date first written above.

ATHENE ANNUITY AND LIFE COMPANY

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

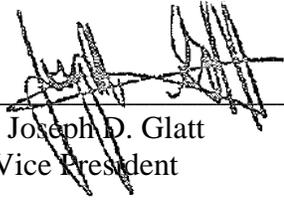
By: 
Name: Joseph D. Glatt
Title: Vice President

ATHENE ANNUITY & LIFE ASSURANCE COMPANY

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

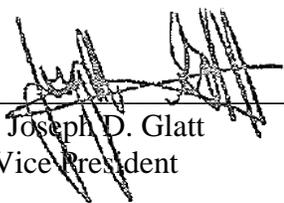
By: 
Name: Joseph D. Glatt
Title: Vice President

JACKSON NATIONAL LIFE INSURANCE COMPANY

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: 
Name: Joseph D. Glatt
Title: Vice President

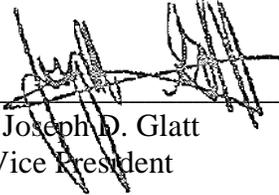
Accepted as of the date first written above.

MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY

By: Apollo Insurance Solutions Group LP, its
investment adviser

By: Apollo Capital Management, L.P., its sub
adviser

By: Apollo Capital Management GP, LLC, its
General Partner

By:  _____

Name: Joseph D. Glatt

Title: Vice President

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

LEGAL AND GENERAL ASSURANCE SOCIETY LIMITED

By: Legal & General Investment Management
America, Inc., its Investment Manager

By: 
6A5768D1D061482
Name: Edward Wood
Title: Head of Private Credit Investment,
North America

BANNER LIFE INSURANCE COMPANY

By: Legal & General Investment Management
America, Inc., its Investment Manager

By: 
6A5768D1D061482
Name: Edward Wood
Title: Head of Private Credit Investment,
North America

Accepted as of the date first written above.

TRANSAMERICA FINANCIAL LIFE INSURANCE
COMPANY

By: AEGON USA Investment Management, LLC,
its investment manager

By: 
Name: Bill Henricksen
Title: Vice President

TRANSAMERICA LIFE INSURANCE COMPANY

By: AEGON USA Investment Management, LLC,
its investment manager

By: 
Name: Bill Henricksen
Title: Vice President

TRANSAMERICA LIFE (BERMUDA) LTD

By: AEGON USA Investment Management, LLC,
its investment manager

By: 
Name: Bill Henricksen
Title: Vice President

Accepted as of the date first written above.

HSBC LIFE (INTERNATIONAL) LIMITED

SIGNED, SEALED AND DELIVERED for and on
behalf of HSBC LIFE (INTERNATIONAL)
LIMITED

By: HSBC Global Asset Management (UK)
Limited, as its duly appointed attorney



By: _____
its duly authorised signatory
Name: Glenn Fox
Title: Head of Infrastructure Debt Investments

HANG SENG INSURANCE COMPANY
LIMITED

SIGNED, SEALED AND DELIVERED for and on
behalf of HANG SENG INSURANCE
COMPANY LIMITED

By: HSBC Global Asset Management (UK)
Limited, as its duly appointed attorney



By: _____
its duly authorised signatory
Name: Glenn Fox
Title: Head of Infrastructure Debt Investments

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)

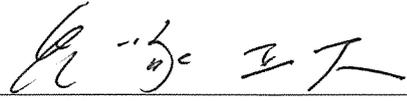
By: Mariana Primera
Name: Mariana Primera
Title: Director

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

MANULIFE LIFE INSURANCE COMPANY

By: 
Name: Masahiro Onizuka
Title: Senior Portfolio Manager, Investments

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

MANULIFE (SINGAPORE) PTE. LTD.

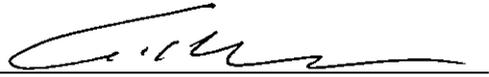
By: 
Name: Tatsuya Oshiro
Title: Co-Head of Investments,
Manulife General Account Investments
(Singapore) Pte. Ltd.
as investment manager of
Manulife (Singapore) Pte. Ltd.

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

MANULIFE (INTERNATIONAL) LIMITED

By: 
Name: Elton Shum
Title: Managing Director, Portfolio
Management, Asia, General Account
Investments

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

THRIVENT FINANCIAL FOR LUTHERANS

By: William J. Hochmuth
Name: William J. Hochmuth
Title: Senior Managing Director



CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

NEW YORK LIFE INSURANCE COMPANY

By  _____
Name: Kimberly T. Stepancic
Title: Corporate Vice President

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

By: NYL Investors LLC, its Investment Manager

By  _____
Name: Kimberly T. Stepancic
Title: Senior Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30C)

By: NYL Investors LLC, its Investment Manager

By  _____
Name: Kimberly T. Stepancic
Title: Senior Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30D)

By: NYL Investors LLC, its Investment Manager

By  _____
Name: Kimberly T. Stepancic
Title: Senior Director

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

THE BANK OF NEW YORK MELLON, A
BANKING CORPORATION ORGANIZED
UNDER THE LAWS OF NEW YORK, NOT IN ITS
INDIVIDUAL CAPACITY BUT SOLELY AS
TRUSTEE UNDER THAT CERTAIN TRUST
AGREEMENT DATED AS OF JULY 1ST, 2015
BETWEEN NEW YORK LIFE INSURANCE
COMPANY, AS GRANTOR, JOHN HANCOCK
LIFE INSURANCE COMPANY (U.S.A.), AS
BENEFICIARY, JOHN HANCOCK LIFE
INSURANCE COMPANY OF NEW YORK, AS
BENEFICIARY, AND THE BANK OF NEW
YORK MELLON, AS TRUSTEE

By: New York Life Insurance Company, its
attorney-in-fact

DocuSigned by:

Kimberly Stepancic

440B64A04AB64E5...

By _____

Name: Kimberly T. Stepancic

Title: Corporate Vice President

Accepted as of the date first written above.

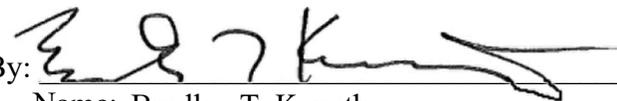
THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY

By: Northwestern Mutual Investment Management
Company, LLC, its Investment Adviser

By: 
Name: Bradley T. Kunath
Managing Director



THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY for its Group Annuity Separate
Account

By: 
Name: Bradley T. Kunath
Its Authorized Representative



Accepted as of the date first written above.

PRINCIPAL LIFE INSURANCE COMPANY

By: Principal Global Investors, LLC
a Delaware limited liability company,
its authorized signatory

By: *Karl Goodman*
Karl Goodman (Oct 20, 2020 12:13 CDT)
Name: Karl Goodman
Title: Counsel

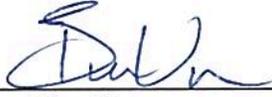
By: *Wei-erh Chen*
Wei-erh Chen (Oct 20, 2020 12:20 CDT)
Name: Wei-erh Chen
Title: Counsel

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

UNUM LIFE INSURANCE COMPANY OF AMERICA
By: Provident Investment Management, LLC
Its: Agent

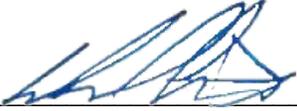
By: 
Name: Ben Vance
Title: Vice President, Senior Managing Director

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

GREAT-WEST LIFE & ANNUITY INSURANCE
COMPANY

By  _____

Name: Ward Argust

Title: Assistant Vice President, Investments

Accepted as of the date first written above.

THE CANADA LIFE ASSURANCE COMPANY

By 
Name: David Ayers
Title: Sr. Managing Director, Bond Investments

By 
Name: Robert Barnes
Title: Senior Vice President, Bond Investments

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY

By:  _____
Name: Amy Judd
Title: Investment Officer

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

HORIZON BLUE CROSS BLUE SHIELD OF NEW
JERSEY
BY: ALLIANCEBERNSTEIN, LP, ITS INVESTMENT
ADVISOR

By  _____
Name: Amy Judd
Title: Senior Investment Officer

CHUGACH ELECTRIC ASSOCIATION, INC.

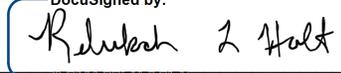
Bond Purchase Agreement

Accepted as of the date first written above.

STATE FARM LIFE INSURANCE COMPANY

DocuSigned by:

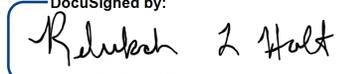
 By: _____
CD6221AAAFEC445D...
 Name: Jeffrey Attwood
 Title: Investment Professional

DocuSigned by:

 By: _____
1D422D1478BC4E6...
 Name: Rebekah L. Holt
 Title: Investment Professional

STATE FARM LIFE AND ACCIDENT ASSURANCE COMPANY

DocuSigned by:

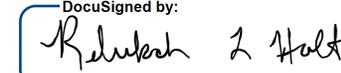
 By: _____
CD6221AAAFEC445D...
 Name: Jeffrey Attwood
 Title: Investment Professional

DocuSigned by:

 By: _____
1D422D1478BC4E6...
 Name: Rebekah L. Holt
 Title: Investment Professional

STATE FARM INSURANCE COMPANIES EMPLOYEE RETIREMENT TRUST

DocuSigned by:

 By: _____
CD6221AAAFEC445D...
 Name: Jeffrey Attwood
 Title: Investment Professional

DocuSigned by:

 By: _____
1D422D1478BC4E6...
 Name: Rebekah L. Holt
 Title: Investment Professional

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: Macquarie Investment Management Advisers,
a series of Macquarie Investment Management
Business Trust, Attorney in Fact

By:  DocuSigned by:
A6CC3FC7FEBB44B...
Name: Karl Spaeth
Title: Senior Vice President

LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK

By: Macquarie Investment Management Advisers,
a series of Macquarie Investment Management
Business Trust, Attorney in Fact

By:  DocuSigned by:
A6CC3FC7FEBB44B...
Name: Karl Spaeth
Title: Senior Vice President

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

PACIFIC LIFE INSURANCE COMPANY

DocuSigned by:

By: _____
905300A04CF141F...
Name: Jason T. Todd
Title: Assistant Vice President

Accepted as of the date first written above.

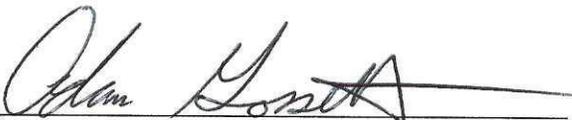
THE GUARDIAN LIFE INSURANCE COMPANY OF
AMERICA

By: 
Name: Adam Gossett
Title: Senior Director

THE GUARDIAN INSURANCE & ANNUITY COMPANY,
INC.

By: 
Name: Adam Gossett
Title: Senior Director

BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA

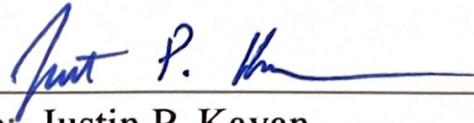
By: 
Name: Adam Gossett
Title: Senior Director

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

UNITED OF OMAHA LIFE INSURANCE COMPANY

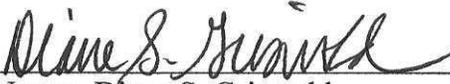
By: 
Name: Justin P. Kavan
Title: Senior Vice President

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

PROTECTIVE LIFE INSURANCE COMPANY

By:  _____
Name: Diane S. Griswold
Title: VP, Investments

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

THE STATE LIFE INSURANCE COMPANY

By: American United Life Insurance Company

Its: Agent

DocuSigned by:
Dave Weisenburger
72B701FC2F62454...

By: _____

Name: David M. Weisenburger

Title: VP, Fixed Income Securities

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

AMERITAS LIFE INSURANCE CORP.
AMERITAS LIFE INSURANCE CORP. OF NEW YORK

By: Ameritas Investment Partners Inc., as Agent

By: *Tina Udell*

Name: Tina Udell

Title: Vice President & Managing Director

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above

AMERICAN EXCESS INSURANCE EXCHANGE RISK
RETENTION GROUP
THE AMERICAN HOME LIFE INSURANCE COMPANY
GOODVILLE MUTUAL CASUALTY COMPANY
GUARANTEE TRUST LIFE INSURANCE COMPANY
ICI MUTUAL INSURANCE COMPANY
PENNSYLVANIA PROFESSIONAL LIABILITY JOINT
UNDERWRITING ASSOCIATION
PROTECTIVE LIFE INSURANCE COMPANY

By: Asset Allocation and Management LLC

By:  DocuSigned by:
John Schaefer
60E42EB756644BD
Name: John Schaefer
Title: Chairman and CEO

Accepted as of the date first written above.

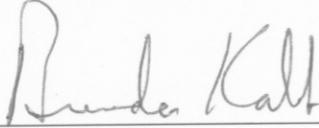
SYMETRA LIFE INSURANCE COMPANY

By: Yvonne Guajardo
Name: Yvonne Guajardo
Title: Vice President

K19

Accepted as of the date first written above.

SUNRISE CAPTIVE RE, LLC

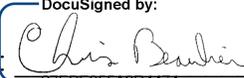
By: 
Name: Brenda Kalb
Title: Vice President

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

STANDARD INSURANCE COMPANY

DocuSigned by:
By: 
27EBE955A3D4474
Name: Chris Beaulieu
Title: VP, Individual Annuities & Investments

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

COUNTRY MUTUAL INSURANCE COMPANY

DocuSigned by:
John A. Jacobs
By: _____
Name: John A. Jacobs
Title: Director – Fixed Income

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

NASSAU LIFE INSURANCE COMPANY

By: Nassau Asset Management LLC,
Its: Investment Manager

By: 
Name: David E. Czerniecki
Title: Chief Investment Officer

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

AMERICAN FAMILY LIFE INSURANCE COMPANY

By: DL Woge
Name: David L. Woge
Title: Director Private Markets

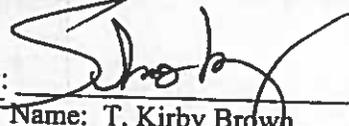
CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

BENEFICIAL LIFE INSURANCE COMPANY

By: 
Name: David Pearce
Title: Sr. VP, General Counsel & Corp Sec.

By: 
Name: T. Kirby Brown
Title: Chief Executive Officer

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

CMFG LIFE INSURANCE COMPANY

By: MEMBERS Capital Advisors, Inc.,
acting as Investment Advisor

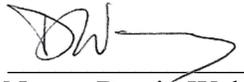
By: 

Name: Allen R. Cantrell

Title: Managing Director, Investments

Accepted as of the date first written above.

THE EQUITABLE LIFE INSURANCE COMPANY OF
CANADA

By: 
Name: Darrin Webley
Title: Director, Private Placements

By: 
Name: Karl Brecht
Title: AVP, Alternate Investments

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

FEDERATED MUTUAL INSURANCE COMPANY

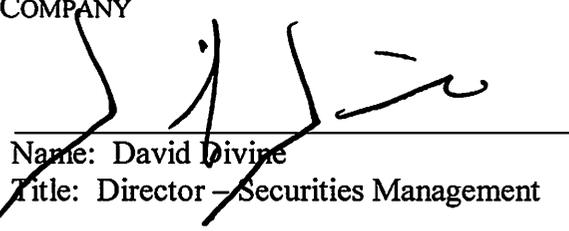
By: 
Name: Bret Mottl
Title: Sr. PM

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

SOUTHERN FARM BUREAU LIFE INSURANCE
COMPANY

By: 

Name: David Divine

Title: Director – Securities Management

CHUGACH ELECTRIC ASSOCIATION, INC.

Bond Purchase Agreement

Accepted as of the date first written above.

FARM BUREAU LIFE INSURANCE COMPANY

By:  _____

Name: Herman L. Riva

Title: Securities Vice President

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION 20701 Cooperative Way Dulles, Virginia 20166	A	\$15,000,000
	B	\$45,000,000
	B	\$10,000,000

Payments

All payments on or in respect of the Tranche A Bonds to be by bank wire transfer of Federal or other immediately available funds identifying each payment as “Chugach Electric Association, Inc., First Mortgage Bonds, Series 2020A, Tranche A due October 30, 2039, PPN 171265 C@8, principal, premium or interest” to:

JP Morgan Chase
 ABA# 021-000-021
 Account # / Account Name: 5297214 / NRUCFC
 Reference: Chugach Electric Association, Inc., First Mortgage Bonds, Series 2020A, Tranche A due October 30, 2039

All payments on or in respect of the Tranche B Bonds to be by bank wire transfer of Federal or other immediately available funds identifying each payment as “Chugach Electric Association, Inc., First Mortgage Bonds, Series 2020A, Tranche B due October 30, 2050, PPN 171265 C#6, principal, premium or interest” to:

JP Morgan Chase
 ABA# 021-000-021
 Account # / Account Name: 599626279 / CFC FMP001
 Reference: Chugach Electric Association, Inc., First Mortgage Bonds, Series 2020A, Tranche B due October 30, 2050

In each case with sufficient information to identify the source and application of such funds, including the due date and application (as among principal, premium or interest) of the payment being made.

Notices

All notices of payments and written confirmations of such wire transfers:

National Rural Utilities Cooperative Finance Corporation
 20701 Cooperative Way
 Dulles, Virginia 20166
 Attn: Paula Kramp
 Phone: 703-467-2733
 and

Attn: Kirstie Balducci
 Phone: 703-467-1615

Email: Kirstie.Balducci@nrucfc.coop

E-mail address for Electronic Delivery: AdvanceRequest@nrucfc.coop and
loanservicing@nrucfc.coop

Legal Notices to be addressed:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attn: General Counsel
Fax: 866-230-5635

All other communications:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attn: Paula Kramp
Phone: 703-467-2733
Email: Paula.Kramp@nrucfc.coop

and

Attn: Kirstie Balducci
Phone: 703-467-1615
Email: Kirstie.Balducci@nrucfc.coop

Name of Nominee in which bonds are to be issued: None

Taxpayer I.D. Number: 52-0891669

Tax Jurisdiction: United States of America

Original Bonds to be delivered to:

*National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attn: James Jablonski*

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
COBANK, ACB	A	\$25,000,000
	B	\$45,000,000

See instructions on following page.

Chugach Electric Association, Inc.
22020105



CoBank Wire Instructions:

Name of Bank:	CoBank, ACB
Location of Bank:	Greenwood Village, Colorado
Swift BIC:	NBFCUS55
ABA Routing No:	307088754
Account Name	Chugach Electric Association, Inc.
Account Number	22020105

CoBank General Information:

Legal Name:	CoBank, ACB
Street Address:	6340 S. Fiddlers Green Circle
City, State and Zip:	Greenwood Village, Colorado 80111
Telephone:	303-740-4000
Fax:	303-740-4002

**Operations Contact (Bank Agency/Operations)
(Draws/Repayments/Funding Matters)**

	Primary Contact	Secondary Contact
Name:	Anna Nitchals	Ryan Pezzulo
Title:	Loan Administration	Loan Administration
Street Address:	6340 S. Fiddlers Green Circle	6340 S. Fiddlers Green Circle
City, State and Zip:	Greenwood Village, CO 80111	Greenwood Village, CO 80111
Telephone:	(303) 740-4313	(303) 793-2212

For Questions: LOANADMIN@COBANK.COM

For Notices: booking@cobank.com

Credit Contact

	Primary Contact	Secondary Contact
Name:	Jacob Good	Harsh Panchamia
Title:	Vice President	Senior Credit Analyst
Street Address:	6340 S. Fiddlers Green Circle	6340 S. Fiddlers Green Circle
City, State and Zip:	Greenwood Village CO 80111	Greenwood Village CO 80111
Telephone:	(303) 793-2226	(720) 583-9855
E-mail:	jgood@cobank.com	hpanchamia@cobank.com

Loan Documentation and Closing Matters

	Primary Contact	Secondary Contact
Name:	Jennifer Williamson	Kelli Cholas
Title:	Closing Specialist - Syndications	Supervisor, Closing
Street Address:	6340 S. Fiddlers Green Circle	6340 S. Fiddlers Green Circle
City, State and Zip:	Greenwood Village, CO 80111	Greenwood Village, CO 80111
Telephone:	(303) 740-4140	(303) 793-2337
E-mail:	closing@cobank.com	closing@cobank.com

Reporting Contact

(Compliance Matters & Financial Statements)

Name:	Harsh Panchamia
Title:	Senior Credit Analyst
Street Address:	6340 S. Fiddlers Green Circle
City, State and Zip:	Greenwood Village CO 80111
Telephone:	(720) 583-9855
E-mail:	hpanchamia@cobank.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN GENERAL LIFE INSURANCE COMPANY	A	\$14,365,000

- (1) All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN #, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:

The Bank of New York Mellon

ABA # 021-000-018

Account Name: **BNYM Income**

Account Number: **GLA111566**

For Further Credit to: **AMERICAN GENERAL LIFE INS. CO. Physical; Account No. 886623**

Reference: **PPN 171265 C@8 and Prin.: \$_____ ; Int.: \$_____**

- (2) **Payment notices, audit confirmations and related note correspondence to:**

American General Life Insurance Company (886623)

c/o AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: PCG Investment Portfolio Support

Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

American General Life Insurance Company (886623)

c/o The Bank of New York Mellon

Attn: P & I Department

Fax: (718) 315-3076

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: Private Placements Compliance

Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: **HARE & CO., LLC (Tax ID #: 13-6062916)**

- (6) Tax I.D. Number for American General Life Insurance Company: **25-0598210**

- (7) **Physical Delivery Instructions:**

DTCC

570 Washington Blvd.

Jersey City, NJ 07310

Attn: BNY Mellon / Branch Deposit Department – 5th Floor

Contact: Andre Granville; Phone: (315) 414-3068

Account Name: **AMERICAN GENERAL LIFE INSURANCE COMPANY**

Account Number: **886623**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN GENERAL LIFE INSURANCE COMPANY	A	\$2,635,000

- (1) **All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN #, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:**

The Bank of New York Mellon

ABA # 021-000-018

Account Name: **BNYM Income**

Account Number: **GLA111566**

For Further Credit to: **AMERICAN GENERAL LIFE INS. CO. SAMRE; Account No. 990986**

Reference: **PPN 171265 C@8 and Prin.: \$____; Int.: \$____**

- (2) **Payment notices, audit confirmations and related note correspondence to:**

American General Life Insurance Company SAMRE (990986)

c/o AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: PCG Investment Portfolio Support

Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

American General Life Insurance Company SAMRE (990986)

c/o The Bank of New York Mellon

Attn: P & I Department

Fax: (718) 315-3076

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: Private Placements Compliance

Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: **HARE & CO., LLC (Tax ID #: 13-6062916)**

- (6) Tax I.D. Number for American General Life Insurance Company: **25-0598210**

- (7) **Physical Delivery Instructions:**

DTCC

570 Washington Blvd.

Jersey City, NJ 07310

Attn: BNY Mellon / Branch Deposit Department – 5th Floor

Contact: Andre Granville; Phone: (315) 414-3068

Account Name: **AMERICAN GENERAL LIFE INSURANCE COMPANY SAMRE**

Account Number: **990986**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN GENERAL LIFE INSURANCE COMPANY	B	\$20,000,000

- (1) All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:

The Bank of New York Mellon

ABA # 021-000-018

Account Name: **BNYM Income**

Account Number: **GLA111566**

For Further Credit to: **AGL TERMINAL FUNDING 1B COMMINGLED; Account No. 778237**

Reference: **PPN 171265 C#6 and Prin.: \$____; Int.: \$____**

- (2) **Payment notices, audit confirmations and related note correspondence to:**

AGL Terminal Funding 1B Commingled (778237)

c/o AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: PCG Investment Portfolio Support

Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

AGL Terminal Funding 1B Commingled (778237)

c/o The Bank of New York Mellon

Attn: P & I Department

Fax: (718) 315-3076

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: Private Placements Compliance

Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: **HARE & CO., LLC (Tax ID #: 13-6062916)**

- (6) Tax ID Number for American General Life Insurance Company: **25-0598210**

- (7) **Physical Delivery Instructions:**

DTCC

570 Washington Blvd.

Jersey City, NJ 07310

Attn: BNY Mellon / Branch Deposit Department – 5th Floor

Contact: Andre Granville; Phone: (315) 414-3068

Account Name: **AGL TERMINAL FUNDING 1B COMMINGLED**

Account Number: **778237**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE VARIABLE ANNUITY LIFE INSURANCE COMPANY	B	\$10,000,000

- (1) All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN #, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:

The Bank of New York Mellon
ABA # 021-000-018
Account Name: **BNYM Income**
Account Number: **GLA111566**
For Further Credit to: **VARIABLE ANNUITY LIFE INSURANCE CO.; Account No. 260735**
Reference: **PPN 171265 C#6 and Prin.: \$_____; Int.: \$_____**

- (2) **Payment notices, audit confirmations and related note correspondence to:**

The Variable Annuity Life Insurance Company (260735)
c/o AIG Asset Management
2929 Allen Parkway, A36-04
Houston, Texas 77019-2155
Attn: PCG Investment Portfolio Support
Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

The Variable Annuity Life Insurance Company (260735)
c/o The Bank of New York Mellon
Attn: P & I Department
Fax: (718) 315-3076

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management
2929 Allen Parkway, A36-04
Houston, Texas 77019-2155
Attn: Private Placements Compliance
Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: **HARE & CO., LLC (Tax ID #: 13-6062916)**
- (6) Tax ID Number for The Variable Annuity Life Insurance Company: **74-1625348**

(7) **Physical Delivery Instructions:**

DTCC
570 Washington Blvd.
Jersey City, NJ 07310
Attn: BNY Mellon / Branch Deposit Department – 5th Floor
Contact: Andre Granville; Phone: (315) 414-3068
Account Name: **THE VARIABLE ANNUITY LIFE INSURANCE COMPANY**
Account Number: **260735**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN GENERAL LIFE INSURANCE COMPANY	B	\$6,335,000

- (1) All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN #, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:

The Bank of New York Mellon

ABA # 021-000-018

Account Name: **BNYM Income**

Account Number: **GLA111566**

For Further Credit to: **AMERICAN GENERAL LIFE INS. CO. Physical; Account No. 886623**

Reference: **PPN 171265 C#6 and Prin.: \$_____ ; Int.: \$_____**

- (2) **Payment notices, audit confirmations and related note correspondence to:**

American General Life Insurance Company (886623)

c/o AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: PCG Investment Portfolio Support

Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

American General Life Insurance Company (886623)

c/o The Bank of New York Mellon

Attn: P & I Department

Fax: (718) 315-3076

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management

2929 Allen Parkway, A36-04

Houston, Texas 77019-2155

Attn: Private Placements Compliance

Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: **HARE & CO., LLC (Tax ID #: 13-6062916)**

- (6) Tax I.D. Number for American General Life Insurance Company: **25-0598210**

- (7) **Physical Delivery Instructions:**

DTCC

570 Washington Blvd.

Jersey City, NJ 07310

Attn: BNY Mellon / Branch Deposit Department – 5th Floor

Contact: Andre Granville; Phone: (315) 414-3068

Account Name: **AMERICAN GENERAL LIFE INSURANCE COMPANY**

Account Number: **886623**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN GENERAL LIFE INSURANCE COMPANY	B	\$2,665,000

- (1) **All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN #, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:**

**The Bank of New York Mellon
ABA # 021-000-018**

Account Name: **BNYM Income**

Account Number: **GLA111566**

For Further Credit to: **AMERICAN GENERAL LIFE INS. CO. SAMRE; Account No. 990986**

Reference: **PPN 171265 C#6 and Prin.: \$____; Int.: \$____**

- (2) **Payment notices, audit confirmations and related note correspondence to:**

American General Life Insurance Company SAMRE (990986)
c/o AIG Asset Management
2929 Allen Parkway, A36-04
Houston, Texas 77019-2155
Attn: PCG Investment Portfolio Support
Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

American General Life Insurance Company SAMRE (990986)
c/o The Bank of New York Mellon
Attn: P & I Department
Fax: (718) 315-3076

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management
2929 Allen Parkway, A36-04
Houston, Texas 77019-2155
Attn: Private Placements Compliance
Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: **HARE & CO., LLC (Tax ID #: 13-6062916)**

- (6) Tax I.D. Number for American General Life Insurance Company: **25-0598210**

- (7) **Physical Delivery Instructions:**

DTCC
570 Washington Blvd.
Jersey City, NJ 07310
Attn: BNY Mellon / Branch Deposit Department – 5th Floor
Contact: Andre Granville; Phone: (315) 414-3068
Account Name: **AMERICAN GENERAL LIFE INSURANCE COMPANY SAMRE**
Account Number: **990986**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	B	\$2,000,000

- (1) All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN #, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:

The Bank of New York Mellon
ABA # 021-000-018
Account Name: **BNYM Income**
Account Number: **GLA111566**
For Further Credit to: **NATIONAL UNION FIRE INSURANCE CO. SAMRE; Account No: 990992**
Reference: **PPN 171265 C#6 and Prin.: \$_____ ; Int.: \$_____**

- (2) **Payment notices, audit confirmations and related note correspondence to:**

National Union Fire Insurance Co. of Pittsburgh, PA SAMRE (990992)
c/o AIG Asset Management
2929 Allen Parkway, A36-04
Houston, Texas 77019-2155
Attn: PCG Investment Portfolio Support
Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

National Union Fire Insurance Co. of Pittsburgh, PA SAMRE (990992)
c/o The Bank of New York Mellon
Attn: P & I Department
Fax: (718) 315-3076

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management
2929 Allen Parkway, A36-04
Houston, Texas 77019-2155
Attn: Private Placements Compliance
Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: **HARE & CO., LLC (Tax ID #: 13-6062916)**
- (6) Tax I.D. Number for National Union Fire Insurance Company of Pittsburgh, PA: **25-0687550**

(7) **Physical Delivery Instructions:**

DTCC

570 Washington Blvd.

Jersey City, NJ 07310

Attn: BNY Mellon / Branch Deposit Department – 5th Floor

Contact: Andre Granville; Phone: (315) 414-3068

Account Name: **NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA
SAMRE**

Account Number: **990992**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK	B	\$2,000,000

- (1) All payments to be by wire transfer of immediately available funds, with sufficient information (including PPN #, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds, to:

JPMorgan Chase Bank, N.A.
 ABA # 021-000-021
 Account Name: AIG PHYSICAL WIRE ACCOUNT
 Account Number: 780153941
 For Further Credit to: THE U.S. LIFE INSURANCE CO. SAMRE; P 40696
 Reference: PPN 171265 C#6 and Prin.: \$____; Int.: \$_____

- (2) **Payment notices, audit confirmations and related note correspondence to:**

The United States Life Insurance Company in the City of New York SAMRE (P 40696)
 c/o AIG Asset Management
 2929 Allen Parkway, A36-04
 Houston, Texas 77019-2155
 Attn: PCG Investment Portfolio Support
 Email: PPGIPS@aig.com

- (3) **Duplicate payment notices (only) to:**

The United States Life Insurance Co. in the City of New York SAMRE (P 40696)
 c/o JPMorgan Client Services
 Email: physical.abs.income@jpmorgan.com

- (4) ***Compliance reporting information (financial docs, officer's certificates, etc.) to:**

AIG Asset Management
 2929 Allen Parkway, A36-04
 Houston, Texas 77019-2155
 Attn: Private Placements Compliance
 Email: complianceprivateplacements@aig.com

***Note:** Only two (2) complete sets of compliance information are required for all companies for which AIG Asset Management Group serves as investment adviser.

- (5) Note to be issued in the nominee name of: CUDD & CO. LLC (Tax ID #: 13-6022143)
 (6) Tax ID Number for The United States Life Insurance Company in the City of New York: 13-5459480

(7) **Physical Delivery Instructions:**

JPMorgan Chase Bank, N.A.

4 Chase Metrotech Center

Brooklyn, New York 11245-0001

Attn: Physical Receive Department – 3rd Floor **(for overnight mail) OR**

Physical Receive Dept. – 1st Floor, Window 5 **(for messenger, use Willoughby Entrance)**

Contact: Aubrey M. Reuben; Phone: (718) 242-0269

Account Name: **The United States Life Insurance Company SAMRE**

Account Number: **P 40696**

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
METLIFE INSURANCE K.K.	A	\$16,900,000
1-3, Kioicho, Chiyoda-ku Tokyo, 102-8525 JAPAN	B	\$21,000,000

(all portfolio codes)

(Securities to be registered in the name of **MetLife Insurance K.K.**)

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to:

Beneficiary Bank: The HongKong and Shanghai Banking Corporation Ltd
Beneficiary Bank BIC: HSBCHKHHGCC
Beneficiary Account No.: 741-243737-201
Beneficiary Name: MetLife Insurance K.K.
Intermediary Bank: HSBC BANK USA NA
Intermediary Bank BIC: MRMDUS33
Intermediary Fedwire/CHIPS: Fedwire No.: 021001088 CHIPS No:0108
Ref: PPN 171265 C@8 - CHUGACH ELECTRIC ASSOCIATION INC - 2.380% due 30-OCT-2039
Ref: PPN 171265 C#6 - CHUGACH ELECTRIC ASSOCIATION INC - 2.910% due 30-OCT-2050

with sufficient information to identify the source and application of such funds, including issuer, PPN#, interest rate, maturity and whether payment is of principal, interest, make whole amount or otherwise. For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth above.

(2) All notices and communications:

MetLife Asset Management Corp. (Japan)
Administration Department
Tokyo Garden Terrace Kioicho Kioi Tower 25F
1-3, Kioicho, Chiyoda-ku, Tokyo 102-8525 Japan
Attention: Administration Dept. Manager
Email: saura@metlife.co.jp

With a copy to:

MetLife Insurance K.K.
c/o MetLife Investment Management, LLC
Investments, Private Placements
One MetLife Way
Whippany, NJ 07981
Attention: Rachel Hudson - Associate Director, Private Placements; Gregory Scanlon - Analyst
Email: PPUCompliance@metlife.com; rachel.hudson1@metlife.com; gregory.scanlon@metlife.com;
OpsPvtPlacements@metlife.com

With another copy **OTHER than with respect to deliveries of financial statements** to:

MetLife Insurance K.K., c/o MetLife Investment Management, LLC, Investments Law
One MetLife Way, Whippany, New Jersey 07981
Attention: Chief Counsel-Investments Law (PRIV)
Email: sec_invest_law@metlife.com

(3) Original notes delivered to:

MetLife Insurance K.K.,
/o MetLife Investment Management, LLC, Investments Law
One MetLife Way
Whippany, New Jersey 07981
Attention: Chiraag Kumar - Senior Counsel, Fixed Income & Alternatives

(4) Taxpayer I.D. Number: 98-1037269 (USA) and 00661996 (Japan)

(5) Tax Jurisdiction: Japan

(6) UK Passport Treaty Number (if applicable): 43/M/359828/DTTP

<p>Audit Requests: Soft copy to AuditConfirms.PvtPlacements@metlife.com or hard copy to: Metropolitan Life Insurance Company, Attn: Private Placements Operations (ATTN: Audit Confirmations), 18210 Crane Nest Drive – 5th Floor, Tampa, FL 33647</p>

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
BRIGHTHOUSE LIFE INSURANCE COMPANY 11225 North community House Road Charlotte, NC 28277	A	\$13,100,000

[Portfolio 7PE, 7PF, 7PG, 7PH, 7PI, 7PJ, 7PL, 7PM]

(Securities to be registered in the name of **Brighthouse Life Insurance Company**)

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to:

Bank Name: JPMorgan Chase Bank
 ABA Routing #: 021-000-021
 Account No.: 910-2-587434
 Account Name: Brighthouse Life Insurance Company
 Ref: PPN 171265 C@8 - CHUGACH ELECTRIC ASSOCIATION INC - 2.380% due 30-OCT-2039

with sufficient information to identify the source and application of such funds, including issuer, PPN#, interest rate, maturity and whether payment is of principal, interest, make whole amount or otherwise.

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth above.

(2) All notices and communications:

Brighthouse Life Insurance Company
 c/o MetLife Investment Management, LLC, Investments – Private Placements
 One MetLife Way
 Whippany, New Jersey 07981
 Attention: Rachel Hudson - Associate Director, Private Placements; Gregory Scanlon - Analyst
 Email: PPUCompliance@metlife.com; rachel.hudson1@metlife.com; gregory.scanlon@metlife.com;
 With a copy **OTHER than with respect to deliveries of financial statements** to:

Brighthouse Life Insurance Company
 c/o MetLife Investment Management, LLC, Investments Law
 One MetLife Way
 Whippany, New Jersey 07981
 Attention: Chief Counsel-Investments Law (PRIV)
 Email: sec_invest_law@metlife.com

(3) Original notes delivered to:

JP Morgan Chase Bank NA
 4 Chase Metrotech Center, 3rd Floor
 Brooklyn, NY 11245-0001
 Attention: Physical Receive Department
 Ref: G 05314

With COPIES OF THE NOTES emailed to ckumar19@metlife.com

- (4) Taxpayer I.D. Number: 06-0566090
- (5) Tax Jurisdiction: United States
- (6) Tax Classification: C Corporation
- (7) UK Passport Treaty Number (if applicable): 13/B/61653/DTTP

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
METROPOLITAN TOWER LIFE INSURANCE COMPANY 200 Park Avenue New York, New York 10166	B	\$4,200,000

(G.A.--portfolio S07,S11,S12,T39,TBB,TBE,TTA,635,646)

(Securities to be registered in the name of **Metropolitan Tower Life Insurance Company**)

- (1) All scheduled payments of principal and interest by wire transfer of immediately available funds to:

Bank Name: JPMorgan Chase Bank
 ABA Routing #: 021-000-021
 Account No.: 323-8-90946
 Account Name: Metropolitan Tower Life Insurance Company
 Ref: PPN 171265 C#6 - CHUGACH ELECTRIC ASSOCIATION INC - 2.910% due 30-OCT-2050

with sufficient information to identify the source and application of such funds, including issuer, PPN#, interest rate, maturity and whether payment is of principal, interest, make whole amount or otherwise.

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth above.

- (2) All notices and communications:

Metropolitan Tower Life Insurance Company
c/o MetLife Investment Management, LLC

Investments, Private Placements
 One MetLife Way
 Whippany, NJ 07981

Attention: Rachel Hudson - Associate Director, Private Placements; Gregory Scanlon - Analyst
 Email: PPUCompliance@metlife.com; rachel.hudson1@metlife.com; gregory.scanlon@metlife.com;
OpsPvtPlacements@metlife.com

With a copy **OTHER than with respect to deliveries of financial statements to:**

Metropolitan Tower Life Insurance Company
 c/o **MetLife Investment Management, LLC**, Investments Law
 One MetLife Way
 Whippany, New Jersey 07981
 Attention: Chief Counsel-Investments Law (PRIV)
 Email: sec_invest_law@metlife.com

- (3) Original notes delivered to:

Metropolitan Tower Life Insurance Company
 c/o **MetLife Investment Management, LLC**, Investments Law
 One MetLife Way
 Whippany, New Jersey 07981
 Attention: Chiraag Kumar - Senior Counsel, Fixed Income & Alternatives

- (4) Taxpayer I.D. Number: 13-3114906
 (5) Tax Jurisdiction: United States/Delaware
 (6) UK Passport Treaty Number (if applicable): 13/M/298329/DTTP

<p>Audit Requests: Soft copy to AuditConfirms.PvtPlacements@metlife.com or hard copy to: Metropolitan Life Insurance Company, Attn: Private Placements Operations (ATTN: Audit Confirmations), 18210 Crane Nest Drive – 5th Floor, Tampa, FL 33647</p>

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
New York Marine and General Insurance Company 412 Mt. Kemble Ave. Suite 300C Morristown, NJ 07960	B	\$1,600,000

(portfolio NYM for USD)

(Securities to be registered in the name of New York Marine and General Insurance Company)

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to:

Bank Name: JPMorgan Chase
 ABA Number: 021000021
 Account No.: 900-9-000168
 Account Name: New York Marine and General Insurance Company
 FFC: P10163
 Ref: PPN 171265 C#6 - CHUGACH ELECTRIC ASSOCIATION INC - 2.910% due 30-OCT-2050

with sufficient information to identify the source and application of such funds, including issuer, PPN#, interest rate, maturity and whether payment is of principal, interest, make whole amount or otherwise. For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth above.

(2) All notices and communications:

New York Marine and General Insurance Company
 c/o MetLife Investment Management, LLC
 Investments, Private Placements
 One MetLife Way
 Whippany, NJ 07981
 Attention: Rachel Hudson - Associate Director, Private Placements; Gregory Scanlon - Analyst
 Email: PPUCompliance@metlife.com; rachel.hudson1@metlife.com; gregory.scanlon@metlife.com

With copies **OTHER than with respect to deliveries of financial statements** to:

ProSight Specialty Management Company, Inc.
 412 Mt. Kemble Ave. Suite 300C
 Morristown, NJ 07960
 Attention: Controller
 jjeffreys@proightspecialty.com

ProSight Specialty Management Company, Inc.
 412 Mt. Kemble Ave. Suite 300C
 Morristown, NJ 07960
 Attention: Chief Legal Officer
 fpapalia@proightspecialty.com

(3) Original notes delivered to:

JP Morgan Chase Bank NA
 4 Chase Metrotech Center
 3rd Floor
 Brooklyn NY 11245-0001
 Attention: Physical Receive Department
 Reference Account: **P10163**

With COPIES OF THE NOTES emailed to ckumar19@metlife.com

- (4) Taxpayer I.D. Number: 13-2703894
- (5) UK Passport Treaty Number (if applicable):

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
American Fidelity Assurance Company 9000 Cameron Parkway Oklahoma City, OK 73114	B	\$3,200,000

(portfolio AFC for USD)

(Securities to be registered in the name of American Fidelity Assurance Company)

(6) All scheduled payments of principal and interest by wire transfer of immediately available funds to:

Bank Name: First Fidelity Bank
 ABA Number: 103002691
 Account No.: 2000528686
 Account Name: InvesTrust
 FFC: American Fidelity Assurance Co
 Ref: PPN 171265 C#6 - CHUGACH ELECTRIC ASSOCIATION INC - 2.910% due 30-OCT-2050

with sufficient information to identify the source and application of such funds, including issuer, PPN#, interest rate, maturity and whether payment is of principal, interest, make whole amount or otherwise. For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth above.

(7) All notices and communications:

American Fidelity Assurance Company
 c/o MetLife Investment Management, LLC
 Investments, Private Placements
 One MetLife Way
 Whippany, NJ 07981
 Attention: Rachel Hudson - Associate Director, Private Placements; Gregory Scanlon - Analyst
 Emails: PPUCompliance@metlife.com; rachel.hudson1@metlife.com; gregory.scanlon@metlife.com

With a copy **OTHER than with respect to deliveries of financial statements** to:

InvesTrust
 Attn: Debbie Sinard
 5100 N. Classen, Suite 620
 Oklahoma City, OK 73118

(8) Original notes delivered to:

InvesTrust
 Attn: Debbie Sinard
 5100 N. Classen, Suite 620
 Oklahoma City, OK 73118

With COPIES OF THE NOTES emailed to ckumar19@metlife.com

(9) Taxpayer I.D. Number: 73-0714500

(10) UK Passport Treaty Number (if applicable): 13/A/351507/DTTP

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY c/o Barings LLC 300 South Tryon Street – Suite 2500 Charlotte, NC 28202	B	\$55,000,000

Payments

All payments on account of the Note shall be made by crediting in the form of bank wire transfer of Federal or other immediately available funds, (identifying each payment as “2.91% First Mortgage Bonds, 2020 Series A, Tranche B due October 30, 2050, PPN 171265 C#6, interest and principal”, to:

MassMutual
Citibank
New York, New York
ABA # 021000089
Acct # 30510685
RE: Description of security, cusip, principal and interest split

With advice of payment to the Treasury Operations Securities Management Department at Massachusetts Mutual Life Insurance Company at mmincometeam@massmutual.com or (413) 226-4295 (facsimile).

Registration of Securities

All securities should be registered to **Massachusetts Mutual Life Insurance Company** and sent via overnight mail to:

Massachusetts Mutual Life Insurance Company
1295 State Street, MIP: E415
Springfield, MA 01111
Attention: Janelle Tarantino, Treasury Operations Securities Management
Telephone: 413-744-1885
E-mail: Jtarantino@massmutual.com

With a copy to:
Michelle. Kearney@barings.com
Diane.murphy@barings.com
Ty.McBride@barings.com
Amy.Callow@barings.com

Notices

Send Communications and Notices (including electronic delivery of financials) to
Massachusetts Mutual Life Insurance Company
c/o Barings LLC
300 South Tryon Street – Suite 2500
Charlotte, NC 28202

With notification to:
privateplacements@barings.com
pdgportfolioadmin@barings.com
Nicole.Campellone@barings.com

Send Notices on Payments to
Massachusetts Mutual Life Insurance Company
Treasury Operations Securities Management
1295 State Street
Springfield, MA 01111
Attn: Janelle Tarantino

With a copy to:
Massachusetts Mutual Life Insurance Company
c/o Barings LLC
300 South Tryon Street – Suite 2500
Charlotte, NC 28202

Tax Identification No. 04-1590850
DTTP No.: 13/M/63867/DTTP

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
BRIGHTHOUSE LIFE INSURANCE COMPANY	A	\$10,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

JP Morgan Chase
 ABA#: 021000021
 Account No. 9009000127
 Account Name: BLIC B7R1 PP2
 Reference: FFC G 22921 and PPN 171265 C@8

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
 11486 Corporate Blvd., Suite 200
 Orlando, FL 32817-8371
 Attn: Operations/Settlements
 Email: VoyaIMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 06-0566090

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
BRIGHTHOUSE REINSURANCE COMPANY OF DELAWARE	A	\$3,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

JP Morgan Chase
 ABA#: 021000021
 Account No. 9009000127
 Account Name: BRCD BBR4 PP2
 Reference: FFC G 22956 and PPN 171265 C@8

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
 11486 Corporate Blvd., Suite 200
 Orlando, FL 32817-8371
 Attn: Operations/Settlements
 Email: VoyalMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 81-4750360

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY	A	\$3,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAM5
 Account No.: 9512398400
 FBO: Cigna Stable Value
 Reference: PPN 171265 C@8

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
 11486 Corporate Blvd., Suite 200
 Orlando, FL 32817-8371
 Attn: Operations/Settlements
 Email: VoyaIMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 71-0294708

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
VOYA INVESTMENT TRUST CO., AS AGENT FOR THE VOYA PRIVATE CREDIT TRUST FUND- SIG CLASS	A	\$2,000,000

- (1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMS
 Account No.: 3908658400
 Account Name: VOYA PRIVATE CREDIT TRUST FUND-SIG CLASS
 Reference: PPN 171265 C@8

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

- (2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
 11486 Corporate Blvd., Suite 200
 Orlando, FL 32817-8371
 Attn: Operations/Settlements
 Email: VoyaIMPCOperations@voya.com

- (3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

- (4) Tax Identification No.: 06-1440627

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
VOYA INVESTMENT TRUST CO., AS AGENT FOR THE VOYA PRIVATE CREDIT TRUST FUND	A	\$2,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMs
 Account No.: 3909618400
 Account Name: VOYA PRIVATE CREDIT TRUST FUND
 Reference: PPN 171265 C@8

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
 11486 Corporate Blvd., Suite 200
 Orlando, FL 32817-8371
 Attn: Operations/Settlements
 Email: VoyaIMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 06-1440627

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ALLIANCE UNITED INSURANCE COMPANY	A	\$1,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

The Northern Trust Company
 Attn: Master Trust Cash Processing
 ABA Number: 071000152
 DDA Number: 518 604 1000
 Account Name: Alliance United - Voya
 Account Number: 44-91352

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

Kemper Corporate Services
 Alliance United Insurance Company
 200 East Randolph Street
 Suite 3300
 Chicago, Illinois 60601
 Attn: Investment Accounting
 Email: investmentaccounting@kemper.com
 and: investops@kemper.com
 and: VoyaIMPCTransactions@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 77-0475915

(5) Notes should be in the name of Ell & Co.

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NEW YORK MARINE AND GENERAL INSURANCE COMPANY	A	\$1,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

JP Morgan Chase
 ABA#: 021000021
 Account Number: 9009000127
 Account Name: New York Marine and General Insurance Company
 Reference: FFC G 28108 and PPN 171265 C@8

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
 11486 Corporate Blvd., Suite 200
 Orlando, FL 32817-8371
 Attn: Operations/Settlements
 Email: VoyaIMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 13-2703894

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY	B	\$5,800,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

For scheduled principal and interest payments:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMS
 BNF: GLA111566
 Attention: Income Collection Department
 For further credit to: VRIAC/Acct. 216101
 Reference: PPN 171265 C#6

For all payments other than scheduled principal and interest:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMS
 Account No.: 2161018400
 Account Name: VRIAC
 Reference: PPN 171265 C#6

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

Voya Investment Management LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Operations/Settlements
 Email: VoyaIMCashOperations@voya.com
 and: VoyaIMPCFAnalyticsSolutionsGroup@voya.com

(3) Address for all other communications and notices:

Voya Investment Management LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 71-0294708

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
SECURITY LIFE OF DENVER INSURANCE COMPANY	B	\$4,600,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

For scheduled principal and interest payments:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMS
 BNF: GLA111566
 Attention: Income Collection Department
 For further credit to: SLD / Acct. 178157
 Reference: PPN 171265 C#6

For all payments other than scheduled principal and interest:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMS
 Account No.: 1781578400
 Account Name: SLD
 Reference: PPN 171265 C#6

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

Voya Investment Management LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Operations/Settlements
 Email: VoyaIMCashOperations@voya.com
 and: VoyaIMPCFAnalyticsSolutionsGroup@voya.com

(3) Address for all other communications and notices:

Voya Investment Management LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 84-0499703

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
RELIASTAR LIFE INSURANCE COMPANY	B	\$3,600,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

For scheduled principal and interest payments:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMs
 BNF: GLA111566
 Attention: Income Collection Department
 For further credit to: RLIC/Acct. 187035
 Reference: PPN 171265 C#6

For all payments other than scheduled principal and interest:

The Bank of New York Mellon
 ABA#: 021000018 **or** via SWIFT IRVTUS3NAMs
 Account No.: 1870358400
 Account Name: RLIC
 Reference: PPN 171265 C#6

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

Voya Investment Management LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Operations/Settlements
 Email: VoyaIMCashOperations@voya.com
 and: VoyaIMPCFAnalyticsSolutionsGroup@voya.com

(3) Address for all other communications and notices:

Voya Investment Management LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 41-0451140

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN FIDELITY ASSURANCE COMPANY	B	\$3,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

First Fidelity Bank N.A.
 ABA#: 103002691
 Account No: 2000528686
 Account Name: InvesTrust
 Reference: Trust Operations and PPN 171265 C#6

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

American Fidelity Assurance Company
 5100 North Classen Boulevard
 Suite 630
 Oklahoma City, OK 73118
 Attn: Doug Floyd
 Email: CEIM-Operations@americanfidelity.com
 and: trustops@investrust.com
 and: VoyaIMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 73-0714500

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
EVEREST REINSURANCE COMPANY	B	\$3,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

Hare & Co.
c/o The Bank of New York Mellon
ABA#: 021000018
BNF: GLA111566
For further credit to: Everest Reinsurance Company – Voya CLO / A/C 6998108400
Reference: PPN 171265 C#6

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
11486 Corporate Blvd., Suite 200
Orlando, FL 32817-8371
Attn: Operations/Settlements
Email: VoyaIMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
5780 Powers Ferry Road NW, Suite 300
Atlanta, GA 30327-4347
Attn: Private Placements
Fax: (770) 690-5342
Email: Private.Placements@voya.com
and: Olamide.Bello@voya.com

(4) Tax Identification No.: 22-2005057

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
COMPSOURCE MUTUAL INSURANCE COMPANY	B	\$1,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

Northern Trust Bank
 ABA#: 071000152
 Account Number: 5186041000
 For further credit to/Reference: 44-72575
 Account Name: CompSource Mutual Insurance Company
 Reference: PPN 171265 C#6

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

BNYM Mellon Asset Servicing
 11486 Corporate Blvd., Suite 200
 Orlando, FL 32817-8371
 Attn: Operations/Settlements
 Email: VoyalMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 30-0641266

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
KANSAS CITY LIFE INSURANCE COMPANY	A	\$1,000,000
	B	\$1,000,000

(1) All payments on account of Notes held by such purchaser should be made by wire transfer of immediately available funds for credit to:

For all payments of scheduled principal and interest:

UMB Bank
 ABA#: 101000695
 Account Number: 9870161974
 Account Name: UMB Income Operating AC
 Reference: AC 114199.1 and PPN 171265 C@8 (Tranche A due 2039);
 Reference: AC 114199.1 and PPN 171265 C#6 (Tranche B due 2050)

For all payments other than scheduled principal and interest:

UMB Bank
 ABA#: 101000695
 Account Number: 9800006823
 Account Name: UMB Trust
 Reference: AC 144199.1 and PPN 171265 C@8 (Tranche A due 2039); [insert CUSIP]

Each such wire transfer should set forth the name of the issuer, the full title (including the coupon rate, issuance date, and final maturity date) of the Notes on account of which such payment is made, and the due date and application (as among principal, premium and interest) of the payment being made.

(2) Address for all notices relating to payments:

Kansas City Life Insurance Company
 3520 Broadway Blvd
 Kansas City, MO 64111
 Attn: KCL Settlements Group
 Email: KCLsettlements@kclife.com
 and: VoyaIMPCOperations@voya.com

(3) Address for all other communications and notices:

Voya Investment Management Co. LLC
 5780 Powers Ferry Road NW, Suite 300
 Atlanta, GA 30327-4347
 Attn: Private Placements
 Fax: (770) 690-5342
 Email: Private.Placements@voya.com
 and: Olamide.Bello@voya.com

(4) Tax Identification No.: 44-0308260

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA 730 Third Avenue New York, New York 10017	B	\$40,000,000

Payments

All payments on or in respect of the Notes shall be made in immediately available funds on the due date by electronic funds transfer, through the Automated Clearing House System, to the account provided by separate cover to the Issuer.

Payment Notices

All notices with respect to payments and prepayments of the Notes shall be sent to:

JPMorgan Chase Bank, N.A.
P.O. Box 35308
Newark, New Jersey 07101

Contemporaneous written confirmation of any electronic funds transfer shall be sent to the above addresses setting forth (1) the full name, private placement number, interest rate and maturity date of the Notes, (2) allocation of payment between principal, interest, Make-Whole Amount, other premium or any special payment and (3) the name and address of the bank from which such electronic funds transfer was sent.

Notices and Communications

All notices and communications, including notices with respect to payments and prepayments, shall be delivered or mailed to:

Teachers Insurance and Annuity Association of America
c/o Nuveen Alternatives Advisors LLC
8500 Andrew Carnegie Blvd
Charlotte, NC 28262
Attention: Private Placements
E-mail: NuveenPrivatePlacements@nuveen.com
Telephone: (704)-988-3431 (Name: Joseph R. Cantey)
(212) 916-4000 (General Number)
Facsimile: (704) 988-4916

With a copy to:

Nuveen Alternatives Advisors LLC
8500 Andrew Carnegie Boulevard
Charlotte, North Carolina 28262-8500
Attention: Legal Dept.
Attention: Parrish McCormack, Counsel
E-mail: parrish.mccormack@nuveen.com
Telephone: (704) 988-7906
(212) 916-4000 (General Number)

Taxpayer Identification Number: 13-1624203

Physical Delivery of Notes:

Address provided under separate cover to the Issuer.

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ATHENE ANNUITY AND LIFE COMPANY	A	\$3,000,000
	B	\$5,500,000

Purchaser Name	ATHENE ANNUITY AND LIFE COMPANY
Name in which to register Note(s)	GERLACH & CO F/B/O ATHENE ANNUITY AND LIFE COMPANY
Payment on Account of Note	
Method	Federal Funds Wire Transfer
Wiring Instructions	Citibank NA ABA number: 021000089 FFC Account #: 21445000 Account Name: Athene Annuity and Life Co – Annuity Citi’s SWIFT address: CITIUS33 Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.
Address for all Notices, including Financials, Compliance and Requests	PREFERRED REMITTANCE: privateplacements@apollo.com Athene Annuity and Life Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266
Instructions for Delivery of Notes	Citibank NA Attn: Keith Whyte 399 Park Ave Level B Vault New York, NY 10022 A/C Number: 214450
Tax Identification Number	42-0175020 (Athene Annuity and Life Company) 13-6021155 (Gerlach & Co.)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ATHENE ANNUITY & LIFE ASSURANCE COMPANY	A	\$4,000,000

Purchaser Name	ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Name in which to register Note(s)	GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Payment on Account of Note Method Wiring Instructions	<p>Federal Funds Wire Transfer</p> <p>Citibank NA ABA number: 021000089 FFC Account #: 21446200 Account Name: AADE - MOD - FABN - AAM Citi's SWIFT address: CITIUS33</p> <p>Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.</p>
Address for all Notices, including Financials, Compliance and Requests	<p>PREFERRED REMITTANCE: privateplacements@apollo.com</p> <p>Athene Annuity & Life Assurance Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266</p>
Instructions for Delivery of Notes	<p>Citibank NA Attn: Keith Whyte 399 Park Ave Level B Vault New York, NY 10022 A/C Number: 214462</p>
Tax Identification Number	<p>44-0188050 (Athene Annuity & Life Assurance Company) 13-6021155 (Gerlach & Co.)</p>

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY	A	\$1,500,000
	B	\$5,000,000

Purchaser Name	MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Name in which to register Note(s)	GERLACH & CO F/B/O MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Payment on Account of Note	
Method	Federal Funds Wire Transfer
Wiring Instructions	Citibank NA ABA number: 021000089 Concentration A/C#: 31203636 FFC Account #: 255780 Account Name: STABLE VOYAGE MODCO-AAM Citi's SWIFT address: CITIUS33 Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.
Address for all Notices, including Financials, Compliance and Requests	PREFERRED REMITTANCE: privateplacements@apollo.com Massachusetts Mutual Life Insurance Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266
Instructions for Delivery of Notes	Citibank NA Attn: Keith Whyte 399 Park Ave Level B Vault New York, NY 10022 A/C Number: 255780
Tax Identification Number	04-1590850 (Massachusetts Mutual Life Insurance Company) 13-6021155 (Gerlach & Co.)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ATHENE ANNUITY & LIFE ASSURANCE COMPANY	A	\$1,000,000
	B	\$2,000,000

Purchaser Name	ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Name in which to register Note(s)	GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Payment on Account of Note	
Method	Federal Funds Wire Transfer
Wiring Instructions	Citibank NA ABA number: 021000089 FFC Account #: 25037900 Account Name: AADE BLIC MODCO AAM Citi's SWIFT address: CITIUS33 Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.
Address for all Notices, including Financials, Compliance and Requests	PREFERRED REMITTANCE: privateplacements@apollo.com Athene Annuity & Life Assurance Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266
Instructions for Delivery of Notes	Citibank NA Attn: Keith Whyte 399 Park Ave Level B Vault New York, NY 10022 A/C Number: 250379
Tax Identification Number	44-0188050 (Athene Annuity & Life Assurance Company) 13-6021155 (Gerlach & Co.)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
JACKSON NATIONAL LIFE INSURANCE COMPANY	A	\$2,500,000
	B	\$3,500,000

Purchaser Name	JACKSON NATIONAL LIFE INSURANCE COMPANY
Name in which to register Note(s)	HARE & CO., LLC F/B/O JACKSON NATIONAL LIFE INSURANCE COMPANY
Payment on Account of Note Method Wiring Instructions	Federal Funds Wire Transfer The Bank of New York Mellon ABA number: 021000018 Account #: 4586308400 Account Name: JNL TRANSACTION ACCOUNT 1 SWIFT address: IRVTUS3N Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.
Address for all Notices, including Financials, Compliance and Requests	PREFERRED REMITTANCE: privateplacements@apollo.com Jackson National Life Insurance Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266
Instructions for Delivery of Notes	The Depository Trust Company (DTC) 570 Washington Blvd - 5th Floor Jersey City, NJ 07310 Attn: BNY Mellon / Branch Deposit Department Account Number: 458630
Tax Identification Number	38-1659835 (Jackson National Life Insurance Company) 13-6062916 (Hare & Co., LLC)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ATHENE ANNUITY & LIFE ASSURANCE COMPANY	B	\$2,000,000

Purchaser Name	ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Name in which to register Note(s)	GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Payment on Account of Note Method Wiring Instructions	Federal Funds Wire Transfer Citibank NA ABA number: 021000089 FFC Account #: 25038300 Account Name: AADE BLIC NON-MODCO AAM Citi's SWIFT address: CITIUS33 Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.
Address for all Notices, including Financials, Compliance and Requests	PREFERRED REMITTANCE: privateplacements@apollo.com Athene Annuity & Life Assurance Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266
Instructions for Delivery of Notes	Citibank NA Attn: Keith Whyte 399 Park Ave Level B Vault New York, NY 10022 A/C Number: 250383
Tax Identification Number	44-0188050 (Athene Annuity & Life Assurance Company) 13-6021155 (Gerlach & Co.)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ATHENE ANNUITY & LIFE ASSURANCE COMPANY	B	\$1,000,000

Purchaser Name	ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Name in which to register Note(s)	GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Payment on Account of Note Method Wiring Instructions	Federal Funds Wire Transfer Citibank NA ABA number: 021000089 FFC Account #: 24032600 Account Name: AADE LINCOLN FINANCIAL RETAINED AAM Citi's SWIFT address: CITIUS33 Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.
Address for all Notices, including Financials, Compliance and Requests	PREFERRED REMITTANCE: privateplacements@apollo.com Athene Annuity & Life Assurance Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266
Instructions for Delivery of Notes	Citibank NA Attn: Keith Whyte 399 Park Ave Level B Vault New York, NY 10022 A/C Number: 240326
Tax Identification Number	44-0188050 (Athene Annuity & Life Assurance Company) 13-6021155 (Gerlach & Co.)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ATHENE ANNUITY & LIFE ASSURANCE COMPANY	B	\$1,000,000

Purchaser Name	ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Name in which to register Note(s)	GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY
Payment on Account of Note Method Wiring Instructions	Federal Funds Wire Transfer Citibank NA ABA number: 021000089 FFC Account #: 23974500 Account Name: AADE VIAC RR GMIB COIN AAM Citi's SWIFT address: CITIUS33 Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.
Address for all Notices, including Financials, Compliance and Requests	PREFERRED REMITTANCE: privateplacements@apollo.com Athene Annuity & Life Assurance Company c/o Apollo Global Management Inc. Attn: Private Fixed Income 7700 Mills Civic Parkway West Des Moines, IA 50266
Instructions for Delivery of Notes	Citibank NA Attn: Keith Whyte 399 Park Ave Level B Vault New York, NY 10022 A/C Number: 239745
Tax Identification Number	44-0188050 (Athene Annuity & Life Assurance Company) 13-6021155 (Gerlach & Co.)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
LEGAL AND GENERAL ASSURANCE SOCIETY LIMITED c/o Legal & General Investment Management America, Inc. 71 South Wacker Drive, Suite 800 Chicago, IL 60606 Attn: Private Credit	A	\$22,000,000

Securities to be registered in the name of: LEGAL AND GENERAL ASSURANCE SOCIETY LIMITED

- (1) Payments of principal and interest by Federal Funds Wire Transfer of immediately available funds to:
CITIBANK NA
ABA#: 021000089
FFC Bank: CITIBANK NA, LONDON (BIC CITIGB2L)
FFC Account No: 18694028
FFC Account Name: LGAS UNIT PY MA US PC DISC(1978)
Reference: PPN 171265 C@8 and identify if paydown or interest

Payments of principal and interest by SWIFT Wire Transfer of immediately available funds to:
USD Correspondent Bank: CITIBANK N.A., NEW YORK
BIC: CITIUS33
ABA#: 021000089
Beneficiary Bank: CITIBANK NA, LONDON
Secondary BIC: CITIGB2L
Beneficiary Account Name: LGAS UNIT PY MA US PC DISC(1978)
Beneficiary Account #: 18694028
Reference: [Insert PPN# and identify if paydown or interest]

- (2) All notices of payments and written confirmations of such wire transfers:
Legal and General Investment Management America, Inc.
71 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: Investment Operations
Email: LGIMAPCOperations@lgima.com AND LGIMPrivateCreditIGUS@lgim.com
- (3) E-mail address for Electronic Delivery:
Email address: LGIMPrivateCreditIGUS@lgim.com

(4) All other communications:
Legal and General Investment Management America, Inc.
71 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: Private Credit Team
Tel: 1-312-964-3059 / 1-312-585-0385
Email: LGIMPrivateCreditIGUS@lgim.com

(5) Original bonds delivered to:

Citibank NA
399 Park Avenue
Level "B"
New York, NY 10022
Attn: Keith Whyte (212) 559-1207
Reference Account #: 239165

(6) Tax Identification No.: 98-0069969

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
BANNER LIFE INSURANCE COMPANY	B	\$5,000,000
c/o Legal & General Investment Management America, Inc. 71 South Wacker Drive, Suite 800 Chicago, IL 60606 Attn: Private Credit	B	\$5,000,000

Securities to be registered in the name of: BANNER LIFE INSURANCE COMPANY

- (1) Payments of principal and interest by wire transfer of immediately available funds to:
 Bank: US Bank, N.A.
 ABA#: 091000022
 A/C Name: USB Trust Income & Dividend
 A/C#: 180183083765
 FFC Account Name: BANNER PRIVATE CREDIT – U.S. DIRECT ANNUITY GENERAL ACCOUNT
 FFC Account #: 8028492078
Reference: PPN 171265 C#6 and identify if paydown or interest]
- (2) All notices of payments and written confirmations of such wire transfers:
 Legal and General Investment Management America, Inc.
 71 South Wacker Drive, Suite 800
 Chicago, IL 60606
 Attn: Investment Operations
 Email: LGIMAPCOperations@lgima.com AND LGIMPrivateCreditIGUS@lgim.com
- (3) E-mail address for Electronic Delivery:
 Email address: LGIMPrivateCreditIGUS@lgim.com
- (4) All other communications:
 Legal and General Investment Management America, Inc.
 71 South Wacker Drive, Suite 800
 Chicago, IL 60606
 Attn: Private Credit Team
 Tel: 1-312-964-3059 / 1-312-585-0385
 Email: LGIMPrivateCreditIGUS@lgim.com
- (5) Original bonds delivered to:
 U.S. Bank Trust Services
 1555 N. River Center Drive, Suite 302
 Milwaukee, Wisconsin 53212
 Attention: Securities Processing
- (6) Tax Identification No.: 52-1236145

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
TRANSAMERICA LIFE INSURANCE COMPANY	B	\$10,000,000

PAYMENT AND NOTICE INFORMATION
SCHEDULE A
CHUGACH ELECTRIC ASSOCIATION INC 2.91% 10/30/2050
PPN 171265 C#6

TRANSAMERICA LIFE INSURANCE COMPANY
Tax ID #39-0989781

ORIGINAL FACE
\$10,000,000.00

ORIGINAL NOTE

A signed copy of the Note MUST be sent to InvSettlements@aegonusa.com

The Settlements Team will then provide Delivery Instructions to you via fax or email, which will contain the Custody Vault address where the original certificate needs to be sent.

PAYMENTS

Wire of payment due

All payments on account of the TRANSAMERICA LIFE INSURANCE COMPANY **shall be made by wire transfer to:**

J.P. Morgan Chase Bank, N.A.
4 Chase Metrotech Center
Brooklyn, New York 11245-0001
ABA 021000021
DDA: 9009000200
FFC Acct# P46363
Account Name: TLIC FMDL 07
REFERENCE: CUSIP/PPN, PRINCIPAL & INTEREST ALLOCATION

Payment notice

All notices/confirmation of PAYMENT information should INCLUDE CUSIP/PPN in the Subject line and be sent to:

AEGON USA Investment Management, LLC
Attn: AAM GA Portfolio Accounting MS 3G-CR
6300 C Street SW
Cedar Rapids, IA 52499
Email: AAMValueHub@aegonusa.com

AEGON USA Investment Management, LLC
Attn: Private Placements MS 3C-CR
6300 C Street SW
Cedar Rapids, IA 52499
Email: privateplacements@aegonusa.com

FINANCIALS, LEGAL, PRE-PAYMENT AND OTHER NOTIFICATIONS

Routine Correspondence, Legal Closing Documents and reporting:

AEGON USA Investment Management, LLC
Attn: Director of Private Placements MS 3C-CR
6300 C Street SW
Cedar Rapids, IA 52499
T (319) 355-2429
privateplacements@aegonusa.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY	B	\$5,000,000

PAYMENT AND NOTICE INFORMATION
SCHEDULE A
CHUGACH ELECTRIC ASSOCIATION INC 2.91% 10/30/2050
PPN

TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY
Tax ID #36-6071399

ORIGINAL FACE
\$5,000,000.00

ORIGINAL NOTE

A signed copy of the Note MUST be sent to InvSettlements@aegonusa.com

The Settlements Team will then provide Delivery Instructions to you via fax or email, which will contain the Custody Vault address where the original certificate needs to be sent.

PAYMENTS

Wire of payment due

All payments on account of the TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY **shall be made by wire transfer to:**

J.P. Morgan Chase Bank, N.A.
4 Chase Metrotech Center
Brooklyn, New York 11245-0001
ABA 021000021
DDA: 9009000200
FFC Acct# P46317
Account Name: TFLIC FMD1 10
Ref: CUSIP/PPN

Payment notice

All notices/confirmation of PAYMENT information should INCLUDE CUSIP/PPN in the Subject line and be sent to:

AEGON USA Investment Management, LLC
Attn: AAM GA Portfolio Accounting MS 3G-CR
6300 C Street SW
Cedar Rapids, IA 52499
Email: AAMValueHub@aegonusa.com

AEGON USA Investment Management, LLC
Attn: Private Placements MS 3C-CR
6300 C Street SW
Cedar Rapids, IA 52499
Email: privateplacements@aegonusa.com

FINANCIALS, LEGAL, PRE-PAYMENT AND OTHER NOTIFICATIONS

Routine Correspondence, Legal Closing Documents and reporting:

AEGON USA Investment Management, LLC
Attn: Director of Private Placements MS 3C-CR
6300 C Street SW
Cedar Rapids, IA 52499
T (319) 355-2429
privateplacements@aegonusa.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
TRANSAMERICA LIFE (BERMUDA) LTD	B	\$4,000,000

PAYMENT AND NOTICE INFORMATION
SCHEDULE A
CHUGACH ELECTRIC ASSOCIATION INC 2.91% 10/30/2050
PPN 171265 C#6

TRANSAMERICA LIFE (BERMUDA) LTD
Tax ID #98-0481010

ORIGINAL FACE
\$4,000,000.00

ORIGINAL NOTE

A signed copy of the Note MUST be sent to InvSettlements@aegonusa.com

The Settlements Team will then provide Delivery Instructions to you via fax or email, which will contain the Custody Vault address where the original certificate needs to be sent.

PAYMENTS

Wire of payment due

All payments on account of the TRANSAMERICA LIFE (BERMUDA) LTD **shall be made by wire transfer to:**

Citibank, N.A.
111 Wall Street
New York, NY 10043
ABA #021000089
DDA #36218394
Custody Account No. 6011415042
FFC TLB TLBH 1B
REFERENCE: CUSIP/PPN, PRINCIPAL & INTEREST ALLOCATION

Payment notice

All notices/confirmation of PAYMENT information should INCLUDE CUSIP/PPN in the Subject line and be sent to:

AEGON USA Investment Management, LLC
Attn: AAM GA Portfolio Accounting MS 3G-CR
6300 C Street SW
Cedar Rapids, IA 52499
Email: AAMValueHub@aegonusa.com

AEGON USA Investment Management, LLC
Attn: Private Placements MS 3C-CR
6300 C Street SW
Cedar Rapids, IA 52499
Email: privateplacements@aegonusa.com

FINANCIALS, LEGAL, PRE-PAYMENT AND OTHER NOTIFICATIONS

Routine Correspondence, Legal Closing Documents and reporting:

AEGON USA Investment Management, LLC
Attn: Director of Private Placements MS 3C-CR
6300 C Street SW
Cedar Rapids, IA 52499
T (319) 355-2429
privateplacements@aegonusa.com

Tax Filings – Please use the below address on any Tax documents, but continue to mail Tax Correspondence to above address.

Transamerica Life International (Bermuda) LTD Milner Place, Top Floor, 32 Victoria Street, Hamilton HM12,
Bermuda

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
HSBC LIFE (INTERNATIONAL) LIMITED 18/F HSBC CENTRE TOWER 1 1 SHAM MONG ROAD KOWLOON HONG KONG	A	\$8,540,000

- (1) All payments to be by wire transfer of immediately available funds to:

Intermediate Bank Name: **HSBC BANK USA NA**
 Intermediary Bank Swift Code: **MRMDUS33**
 Intermediary Account Number: **000044415**
 ABA#: **021001088** CHIPS NO: **0108**

Beneficiary Inst Bank Name: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD**
 FFC Account Name: **INHK-L&A FUND-INFRA DEBT**
 Final Beneficiary A/C#: **741-019764-201**
 Beneficiary SWIFT: **HSBCHKHHGCC**

With sufficient information to identify the source and application of such funds.

- (2) Notices and Audit Requests:

All notices of payments and written confirmations of such wire transfers shall be sent to:

Name: **Zin LEE/Nick BROWN**
 Company: **HSBC Global Asset Management (UK) Limited**
 Title: **Infrastructure Debt Operations**
 Address: **Floor 24, 8 Canada Square, London, E14 5HQ**
 Telephone: **+44 (0)7384 790685 / +44 (0)7384 795073**
 Fax: **N/A**

- (3) Physical Delivery of Notes:

Notes shall be sent via overnight mail to:

Hemant CHANDRASEKARAN/ Jin WEI
HSBC LIFE (INTERNATIONAL) LIMITED
18/F HSBC Centre Tower 1, 1 Sham Mong Road, Kowloon, Hong Kong
Tel. +852 39416482

An electronic copy of the Notes shall be sent by email to:

zin.lee@hsbc.com
nick.brown@hsbc.com
infradebt.surveillance@hsbc.com
LPA_Income_BG@ntrs.com

All other communications shall be sent to:

Head of Infrastructure Debt Investments
HSBC Global Asset Management (UK) Limited
Floor 24
8 Canada Square
London
E14 5HQ
United Kingdom
infradebt.surveillance@hsbc.com

- (4) U.S. Tax Identification Number: **98-0214709**
- (5) Nominee: NA

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
HSBC LIFE (INTERNATIONAL) LIMITED 18/F HSBC CENTRE TOWER 1 1 SHAM MONG ROAD KOWLOON HONG KONG	A	\$2,460,000

- (1) All payments to be by wire transfer of immediately available funds to:

Intermediate Bank Name: **HSBC BANK USA NA**
 Intermediary Bank Swift Code: **MRMDUS33**
 Intermediary Account Number: **000044415**
 ABA#: **021001088 CHIPS NO: 0108**

Beneficiary Inst Bank Name: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD**
 FFC Account Name: **INHK IGIP INFRA DEBT**
 Final Beneficiary A/C#: **741-143796-201**
 Beneficiary SWIFT: **HSBCHKHHGCC**

With sufficient information to identify the source and application of such funds.

- (2) Notices and Audit Requests:

All notices of payments and written confirmations of such wire transfers shall be sent to:

Name: **Zin LEE/Nick BROWN**
 Company: **HSBC Global Asset Management (UK) Limited**
 Title: **Infrastructure Debt Operations**
 Address: **Floor 24, 8 Canada Square, London, E14 5HQ**
 Telephone: **+44 (0)7384 790685 / +44 (0)7384 795073**
 Fax: **N/A**

- (3) Physical Delivery of Notes:

Notes shall be sent via overnight mail to:

Hemant CHANDRASEKARAN/ Jin WEI
HSBC LIFE (INTERNATIONAL) LIMITED
18/F HSBC Centre Tower 1, 1 Sham Mong Road, Kowloon, Hong Kong
Tel. +852 39416482

An electronic copy of the Notes shall be sent by email to:

zin.lee@hsbc.com
nick.brown@hsbc.com
infradebt.surveillance@hsbc.com
LPA_Income_BG@ntrs.com

All other communications shall be sent to:

Head of Infrastructure Debt Investments
HSBC Global Asset Management (UK) Limited
Floor 24
8 Canada Square
London
E14 5HQ
United Kingdom
infradebt.surveillance@hsbc.com

- (4) U.S. Tax Identification Number: **98-0214709**
- (5) Nominee: NA

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
HSBC LIFE (INTERNATIONAL) LIMITED 18/F HSBC CENTRE TOWER 1 1 SHAM MONG ROAD KOWLOON HONG KONG	B	\$7,420,000

(1) All payments to be by wire transfer of immediately available funds to:

Intermediate Bank Name: **HSBC BANK USA NA**
 Intermediary Bank Swift Code: **MRMDUS33**
 Intermediary Account Number: **000044415**
 ABA#: **021001088** CHIPS NO: **0108**

Beneficiary Inst Bank Name: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD**
 FFC Account Name: **INHK PAR WHOLE OF LIFE FUND-INFR DEBT**
 Final Beneficiary A/C#: **741-143291-201**
 Beneficiary SWIFT: **HSBCHKHHGCC**

With sufficient information to identify the source and application of such funds.

(2) Notices and Audit Requests:

All notices of payments and written confirmations of such wire transfers shall be sent to:

Name: **Zin LEE/Nick BROWN**
 Company: **HSBC Global Asset Management (UK) Limited**
 Title: **Infrastructure Debt Operations**
 Address: **Floor 24, 8 Canada Square, London, E14 5HQ**
 Telephone: **+44 (0)7384 790685 / +44 (0)7384 795073**
 Fax: **N/A**

(3) Physical Delivery of Notes:

Notes shall be sent via overnight mail to:

Hemant CHANDRASEKARAN/ Jin WEI
HSBC LIFE (INTERNATIONAL) LIMITED
18/F HSBC Centre Tower 1, 1 Sham Mong Road, Kowloon, Hong Kong
Tel. +852 39416482

An electronic copy of the Notes shall be sent by email to:

zin.lee@hsbc.com
nick.brown@hsbc.com
infradebt.surveillance@hsbc.com
LPA_Income_BG@ntrs.com

All other communications shall be sent to:

Head of Infrastructure Debt Investments
HSBC Global Asset Management (UK) Limited
Floor 24
8 Canada Square
London
E14 5HQ
United Kingdom
infradebt.surveillance@hsbc.com

- (4) U.S. Tax Identification Number: **98-0214709**
- (5) Nominee: NA

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
HSBC LIFE (INTERNATIONAL) LIMITED 18/F HSBC CENTRE TOWER 1 1 SHAM MONG ROAD KOWLOON HONG KONG	B	\$4,980,000

- (1) All payments to be by wire transfer of immediately available funds to:

Intermediate Bank Name: **HSBC BANK USA NA**
 Intermediary Bank Swift Code: **MRMDUS33**
 Intermediary Account Number: **000044415**
 ABA#: **021001088 CHIPS NO: 0108**

Beneficiary Inst Bank Name: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD**
 FFC Account Name: **INHK - JADE INFRA DEBT**
 Final Beneficiary A/C#: **741-143820-201**
 Beneficiary SWIFT: **HSBCHKHHGCC**

With sufficient information to identify the source and application of such funds.

- (2) Notices and Audit Requests:

All notices of payments and written confirmations of such wire transfers shall be sent to:

Name: **Zin LEE/Nick BROWN**
 Company: **HSBC Global Asset Management (UK) Limited**
 Title: **Infrastructure Debt Operations**
 Address: **Floor 24, 8 Canada Square, London, E14 5HQ**
 Telephone: **+44 (0)7384 790685 / +44 (0)7384 795073**
 Fax: **N/A**

- (3) Physical Delivery of Notes:

Notes shall be sent via overnight mail to:

Hemant CHANDRASEKARAN/ Jin WEI
HSBC LIFE (INTERNATIONAL) LIMITED
18/F HSBC Centre Tower 1, 1 Sham Mong Road, Kowloon, Hong Kong
Tel. +852 39416482

An electronic copy of the Notes shall be sent by email to:

zin.lee@hsbc.com
nick.brown@hsbc.com
infradebt.surveillance@hsbc.com
LPA_Income_BG@ntrs.com

All other communications shall be sent to:

Head of Infrastructure Debt Investments
HSBC Global Asset Management (UK) Limited
Floor 24
8 Canada Square
London
E14 5HQ
United Kingdom
infradebt.surveillance@hsbc.com

- (4) U.S. Tax Identification Number: **98-0214709**
- (5) Nominee: NA

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
HSBC LIFE (INTERNATIONAL) LIMITED 18/F HSBC CENTRE TOWER 1 1 SHAM MONG ROAD KOWLOON HONG KONG	B	\$1,670,000

(1) All payments to be by wire transfer of immediately available funds to:

Intermediate Bank Name: **HSBC BANK USA NA**
 Intermediary Bank Swift Code: **MRMDUS33**
 Intermediary Account Number: **000044415**
 ABA#: **021001088** CHIPS NO: **0108**

Beneficiary Inst Bank Name: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD**
 FFC Account Name: **INHK - WGIP INFRA DEBT**
 Final Beneficiary A/C#: **741-145296-201**
 Beneficiary SWIFT: **HSBCHKHHGCC**

With sufficient information to identify the source and application of such funds.

(2) Notices and Audit Requests:

All notices of payments and written confirmations of such wire transfers shall be sent to:

Name: **Zin LEE/Nick BROWN**
 Company: **HSBC Global Asset Management (UK) Limited**
 Title: **Infrastructure Debt Operations**
 Address: **Floor 24, 8 Canada Square, London, E14 5HQ**
 Telephone: **+44 (0)7384 790685 / +44 (0)7384 795073**
 Fax: **N/A**

(3) Physical Delivery of Notes:

Notes shall be sent via overnight mail to:

Hemant CHANDRASEKARAN/ Jin WEI
HSBC LIFE (INTERNATIONAL) LIMITED
18/F HSBC Centre Tower 1, 1 Sham Mong Road, Kowloon, Hong Kong
Tel. +852 39416482

An electronic copy of the Notes shall be sent by email to:

zin.lee@hsbc.com
nick.brown@hsbc.com
infradebt.surveillance@hsbc.com
LPA_Income_BG@ntrs.com

All other communications shall be sent to:

Head of Infrastructure Debt Investments
HSBC Global Asset Management (UK) Limited
Floor 24
8 Canada Square
London
E14 5HQ
United Kingdom
infradebt.surveillance@hsbc.com

- (4) U.S. Tax Identification Number: **98-0214709**
- (5) Nominee: NA

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
HANG SENG INSURANCE COMPANY LIMITED 83 DES VOEUX ROAD CENTRAL HONG KONG	B	\$930,000

(1) All payments to be by wire transfer of immediately available funds to:

Intermediate Bank Name: **HSBC BANK USA NA**
 Intermediary Bank Swift Code: **MRMDUS33**
 Intermediary Account Number: **000044415**
 ABA#: **021001088 CHIPS NO: 0108**

Beneficiary Inst Bank Name: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD**
 FFC Account Name: **HSIC EMBRACELIFE FUND-INFRA**
 Final Beneficiary A/C#: **741-240725-201**
 Beneficiary SWIFT: **HSBCHKHHGCC**

With sufficient information to identify the source and application of such funds.

(2) Notices and Audit Requests:

All notices of payments and written confirmations of such wire transfers shall be sent to:

Name: **Zin LEE/Nick BROWN**
 Company: **HSBC Global Asset Management (UK) Limited**
 Title: **Infrastructure Debt Operations**
 Address: **Floor 24, 8 Canada Square, London, E14 5HQ**
 Telephone: **+44 (0)7384 790685 / +44 (0)7384 795073**
 Fax: **N/A**

(3) Physical Delivery of Notes:

Notes shall be sent via overnight mail to:

Vivian MAK / Ally CHOI
HANG SENG INSURANCE COMPANY LIMITED
30/F, Hang Seng 113
113 Argyle Street, Mong Kok, Hong Kong
Tel. +852 3662 5856 / +852 3662 5267
(Please phone upon arrival)

An electronic copy of the Notes shall be sent by email to:

zin.lee@hsbc.com
nick.brown@hsbc.com
infradebt.surveillance@hsbc.com
LPA_Income_BG@ntrs.com

All other communications shall be sent to:

Head of Infrastructure Debt Investments
HSBC Global Asset Management (UK) Limited
Floor 24
8 Canada Square
London
E14 5HQ
United Kingdom
infradebt.surveillance@hsbc.com

- (4) U.S. Tax Identification Number: **08/01816462**
- (5) Nominee: NA

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)	A	\$6,000,000

Principal amount to be purchased: \$6,000,000.00

PAYMENTS:

All payments to be by bank wire transfer of immediately available funds to:

Bank Name: The Bank of New York Mellon
 ABA Number: 021 000 018
 DDA Number: 8901323349
 Account Name: F008 US PP Collector JHUSA
 Account Number: 8440548400
 BIC: IRVTUS3NIBK
 On Order of: *Chugach Electric Association, Inc., PPN 171265 C@8 and P&I Breakdown*
Full name, interest rate and maturity date of Notes or other obligations

NOTICES AND AUDIT REQUESTS:

All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and audit requests shall be sent to:

John Hancock Financial Services
 197 Clarendon Street
 Boston, MA 02116
 Attention: Investment Administration
 Email: InvestmentAdministration@jhancock.com

All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:

John Hancock Financial Services
 197 Clarendon Street
 Boston, MA 02116
 Attention: Bond and Corporate Finance, C-2
 Email Address: powerteam@jhancock.com

All other notices shall be sent to:

John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Investment Law, C-3	and	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Bond and Corporate Finance, C-2 Email Address: powerteam@jhancock.com
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TAX IDENTIFICATION NUMBER: 01-0233346

REGISTERED NAME OF SECURITIES: John Hancock Life Insurance Company (U.S.A.)

DELIVERY OF SECURITIES

All securities are to be sent for receipt the day after the closing as set forth below:

Securities issued to:

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

Should be delivered to:

John Hancock Financial Services
197 Clarendon Street, C-3
Boston, MA 02116
Attention: Ashley Elizabeth Hamilton

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)	B	\$6,000,000

Principal amount to be purchased: \$6,000,000.00

PAYMENTS:

All payments to be by bank wire transfer of immediately available funds to:

Bank Name: The Bank of New York Mellon
 ABA Number: 021 000 018
 DDA Number: 8901323349
 Account Name: F008 US PP Collector JHUSA
 Account Number: 8440548400
 BIC: IRVTUS3NIBK
*On Order of: Chugach Electric Association, Inc. PPN 171265 C#6 and P&I Breakdown
 Full name, interest rate and maturity date of Notes or other obligations*

NOTICES AND AUDIT REQUESTS:

All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and audit requests shall be sent to:

John Hancock Financial Services
 197 Clarendon Street
 Boston, MA 02116
 Attention: Investment Administration
 Email: InvestmentAdministration@jhancock.com

All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:

John Hancock Financial Services
 197 Clarendon Street
 Boston, MA 02116
 Attention: Bond and Corporate Finance, C-2
 Email Address: powerteam@jhancock.com

All other notices shall be sent to:

John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Investment Law, C-3	and	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Bond and Corporate Finance, C-2 Email Address: powerteam@jhancock.com
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TAX IDENTIFICATION NUMBER: 01-0233346

REGISTERED NAME OF SECURITIES: John Hancock Life Insurance Company (U.S.A.)

DELIVERY OF SECURITIES

All securities are to be sent for receipt the day after the closing as set forth below:

Securities issued to:

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

Should be delivered to:

John Hancock Financial Services
197 Clarendon Street, C-3
Boston, MA 02116
Attention: Ashley Elizabeth Hamilton

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
MANULIFE LIFE INSURANCE COMPANY Marunouchi Trust Tower North 15F 1-8-1 Marunouchi, Chiyoda-ku, Tokyo, Japan 100-0005	B	\$2,500,000

Principal amount to be purchased: \$2,500,000.00

(1) PAYMENTS:

All payments to be by bank wire transfer of immediately available funds to:

USD

Bank Name:	The Bank of New York Mellon, New York (BIC: IRVTUS3N)
ABA:	021-000-018
Beneficiary Bank BIC:	IRVTUS3NIBK
Beneficiary Bank A/C #:	8901323349
Ultimate Beneficiary A/C #:	2491478400
Ultimate Beneficiary Name:	J108 MLJ COLLECTOR AC US PRIVATE

(2) NOTICES AND AUDIT REQUESTS:

All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and maturity shall be sent to:

Manulife Life Insurance Company
 Marunouchi Trust Tower North 15F
 1-8-1 Marunouchi, Chiyoda-ku, Tokyo,
 Japan 100-0005
 Attention: Head of Investments
 Telephone: 81-3-6267-1800
 Fax: 81-3-6267-1799
 Email: MLJIO_Settlement_Team@manulife.com

and

Manulife Financial
 200 Bloor Street East, NT2-D70
 Toronto, Ontario, Canada M4W 1E5
 Attention: Asia-Canadian Private Placement Team
 Email: Asia-Canadian_PP@manulife.com

All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:

Manulife Life Insurance Company
 Marunouchi Trust Tower North 15F
 1-8-1 Marunouchi, Chiyoda-ku, Tokyo,
 Japan 100-0005
 Attention: Head of Investments
 Telephone: 81-3-6267-1800
 Fax: 81-3-6267-1799

Email: MLJIO_Settlement_Team@manulife.com,
Asia-Canadian_PP@manulife.com

and

Manulife Asset Management (Asia)
16/F, Lee Garden One, 33 Hysan Avenue
Causeway Bay, Hong Kong
Attention: Calvin Yip, General Account Investments
Helen Lo, General Account Investments
Justin Yeung, General Account Investments
Jonathan Luk, General Account Investments
Email: corporate_finance_asia@manulife.com
Fax number: 852-2295-1771

and

John Hancock Financial Services
197 Clarendon Street, C-2
Boston, MA 02116
Attention: Bond and Corporate Finance
Team Email: powerteam@jhancock.com

All other notices shall be sent to:

Manulife Life Insurance Company
Marunouchi Trust Tower North 15F
1-8-1 Marunouchi, Chiyoda-ku, Tokyo,
Japan 100-0005
Attention: Head of Investments
Telephone: 81-3-6267-1800
Fax: 81-3-6267-1799
Email: MLJIO_Settlement_Team@manulife.com

For electronic notices, please email to corporate_finance_asia@manulife.com and
Asia_GA_Legal@manulife.com.

- (3) **TAX IDENTIFICATION NUMBER:** 98-0427213
- (4) **REGISTERED NAME OF SECURITIES:** Manulife Life Insurance Company
- (5) **DOCUMENTATION DELIVERY REQUIREMENTS**

Original securities should be sent the day after closing to:

CIBC Mellon Global Securities Services
1 York Street, Suite 900, Vault Operations
Toronto, Ontario
M5J 0B6
Canada
Attention: Michael Ishisbashi (Tel: 416-643-3240)
Reference: Manulife Life Insurance Company - Account # 249147 / J108

Also please forward a copy of the note(s) to Asia-Canadian_PP@manulife.com_mailbox so
we can instruct CIBC to deposit the Note(s).

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
MANULIFE (INTERNATIONAL) LIMITED 22/F, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong	B	\$3,000,000

Principal amount to be purchased: \$3,000,000.00

(1) PAYMENTS:

All payments to be by bank wire transfer of immediately available funds to:

Cash Wire Instructions	
USD	Bank Name: The Bank of New York Mellon, New York (Bic: IRVTUS3N) ABA: 021 000 018 Beneficiary Bank BIC: IRVTUS3NIBK Beneficiary Bank a/c: 8901323349
	Ultimate beneficiary a/c and name: 8441598400 28AA MIL US PP CLTR

(2) NOTICES AND AUDIT REQUESTS:

All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and audit requests shall be sent to:

Manulife Financial
 200 Bloor Street East, NT2-D70
 Toronto, Ontario, Canada M4W 1E5
 Attention: Asia-Canadian Private Placement Team
 Email: Asia-Canadian_PP@manulife.com

All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:

Manulife Asset Management (Asia)
 16/F, Lee Garden One, 33 Hysan Avenue
 Causeway Bay, Hong Kong
 Attention: Calvin Yip, General Account Investments
 Helen Lo, General Account Investments
 Justin Yeung, General Account Investments
 Jonathan Luk, General Account Investments
 Fax: 852-2295-1771
 Email: corporate_finance_asia@manulife.com

and

John Hancock Financial Services
197 Clarendon Street, C-2
Boston, MA 02116
Attention: Bond and Corporate Finance
Team Email: powerteam@jhancock.com

All other notices shall be sent to:

Manulife Asset Management (Asia)
16/F, Lee Garden One, 33 Hysan Avenue
Causeway Bay, Hong Kong
Attention: Asia Legal Counsel
Email: Asia_GA_Legal@manulife.com

For electronic notices, please email to corporate_finance_asia@manulife.com and Asia_GA_Legal@manulife.com.

- (3) **TAX IDENTIFICATION NUMBER:** 09760645
- (4) **REGISTERED NAME OF SECURITIES:** Manulife (International) Limited
- (5) **DOCUMENTATION DELIVERY REQUIREMENTS**

Original securities should be sent the day after closing to:

CIBC Mellon Global Securities Services
1 York Street, Suite 900, Vault Operations
Toronto, Ontario
M5J 0B6
Canada
Attention: Michael Ishisbashi (Tel: 416-643-3240)
Reference: Manulife (International) Limited - Account # 844159 / 28AA

Also please forward a copy of the note(s) to Asia-Canadian_PP@manulife.com_mailbox so we can instruct CIBC to deposit the Note(s).

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
MANULIFE (SINGAPORE) PTE. LTD. 8 Cross Street #15-01 Manulife Tower Singapore 048424	B	\$2,500,000

Principal amount to be purchased: \$2,500,000.00

(1) PAYMENTS:

All payments to be by bank wire transfer of immediately available funds to:

Cash Wire Instructions

USD

<p>Bank Name: The Bank of New York Mellon, New York (Bic: IRVTUS3N) ABA: 021 000 018 Beneficiary Bank BIC: IRVTUS3NIBK Beneficiary Bank a/c: 8901323349</p> <p>Ultimate beneficiary account & name: 8441758400 14AA CLTR ACCT US PP MLISING</p>

(2) NOTICES AND AUDIT REQUESTS:

All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and audit requests shall be sent to:

Manulife Financial
 200 Bloor Street East, NT2-D70
 Toronto, Ontario, Canada M4W 1E5
 Attention: Asia-Canadian Private Placement Team
 Email: Asia-Canadian_PP@manulife.com

All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:

Manulife Asset Management (Asia)
 16/F, Lee Garden One, 33 Hysan Avenue
 Causeway Bay, Hong Kong
 Attention: Calvin Yip, General Account Investments
 Helen Lo, General Account Investments
 Justin Yeung, General Account Investments
 Jonathan Luk, General Account Investments
 Email: corporate_finance_asia@manulife.com
 Fax number: 852-2295-1771

and

Manulife (Singapore) Pte. Ltd.
8 Cross Street
#16-02 Manulife Tower
Singapore 048424
Attention: Rachel Wong and Tenkai Taguchi (Investments)
Email: sgp_investment@manulife.com and
Portfolio_Management_Asia@manulife.com

and

John Hancock Financial Services
197 Clarendon Street, C-2
Boston, MA 02116
Attention: Bond and Corporate Finance
Team Email: powerteam@jhancock.com

All other notices shall be sent to:

Manulife Asset Management (Asia)
16/F, Lee Garden One, 33 Hysan Avenue
Causeway Bay, Hong Kong
Attention: Asia Legal Counsel
Email: Asia_GA_Legal@manulife.com

For electronic notices, please email to corporate_finance_asia@manulife.com and
Asia_GA_Legal@manulife.com.

- (3) **TAX IDENTIFICATION NUMBER:** 198002116D
- (4) **REGISTERED NAME OF SECURITIES:** Manulife (Singapore) Pte. Ltd.
- (5) **DOCUMENTATION DELIVERY REQUIREMENTS**

Original securities should be sent the day after closing to:

CIBC Mellon Global Securities Services
1 York Street, Suite 900, Vault Operations
Toronto, Ontario
M5J 0B6
Canada
Attention: Michael Ishisbashi (Tel: 416-643-3240)
Reference: Manulife (Singapore) Pte. Ltd. - Account # 844175 / 14AA

Also please forward a copy of the note(s) to Asia-Canadian_PP@manulife.com_mailbox so
we can instruct CIBC to deposit the Note(s).

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
MANUFACTURERS LIFE REINSURANCE LIMITED The Goddard Building, Haggatt Hall St. Michael, BB 11059 Barbados	B	\$3,000,000

Principal amount to be purchased: \$3,000,000.00

(1) PAYMENTS:

All payments to be by bank wire transfer of immediately available funds to:

Cash Wire Instructions

USD	<p>Bank Name: The Bank of New York Mellon, New York (Bic: IRVTUS3N) ABA: 021 000 018 Beneficiary Bank BIC: IRVTUS3NIBK Beneficiary Bank a/c: 8901323349</p> <p>Ultimate beneficiary account & name: 8441808400 49AA MLRL US PP COLL</p>
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(2) NOTICES AND AUDIT REQUESTS:

All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and audit requests shall be sent to:

Manulife Financial
 200 Bloor Street East, NT2-D70
 Toronto, Ontario, Canada M4W 1E5
 Attention: Asia-Canadian Private Placement Team
 Email: Asia-Canadian_PP@manulife.com

All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:

Manulife Asset Management (Asia)
 16/F, Lee Garden One, 33 Hysan Avenue
 Causeway Bay, Hong Kong
 Attention: Calvin Yip, General Account Investments
 Helen Lo, General Account Investments
 Justin Yeung, General Account Investments
 Jonathan Luk, General Account Investments
 Email: corporate_finance_asia@manulife.com
 Fax number: 852-2295-1771

and

John Hancock Financial Services
197 Clarendon Street, C-2
Boston, MA 02116
Attention: Bond and Corporate Finance
Team Email: powerteam@jhancock.com

All other notices shall be sent to:

Manulife Asset Management (Asia)
16/F, Lee Garden One, 33 Hysan Avenue
Causeway Bay, Hong Kong
Attention: Asia Legal Counsel
Email: Asia_GA_Legal@manulife.com

For electronic notices, please email to corporate_finance_asia@manulife.com and Asia_GA_Legal@manulife.com.

- (3) **TAX IDENTIFICATION NUMBER:** 1000007310686
- (4) **REGISTERED NAME OF SECURITIES:** Manufacturers Life Reinsurance Limited
- (5) **DOCUMENTATION DELIVERY REQUIREMENTS**

Original securities should be sent the day after closing to:

CIBC Mellon Global Securities Services
1 York Street, Suite 900, Vault Operations
Toronto, Ontario
M5J 0B6
Canada
Attention: Michael Ishisbashi (Tel: 416-643-3240)
Reference: Manufactures Life Reinsurance Limited - Account # 844180 / 49AA

Also please forward a copy of the note(s) to Asia-Canadian_PP@manulife.com_mailbox so we can instruct CIBC to deposit the Note(s).

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THRIVENT FINANCIAL FOR LUTHERANS	A	\$7,000,000
	B	\$16,000,000

Payments to:

ABA # 011000028
 State Street Bank & Trust Co.
 DDA # A/C – 6813-049-1
 Fund Number: NCE1
 Fund Name: Thrivent Financial for Lutherans

All payments must include the following information:

Security Description
 Private Placement Number
 Reference Purpose of Payment
 Interest and/or Principal Breakdown

Notices of payments and written confirmation of such wire transfers to:

Investment Division-Private Placements
 Attn: William J. Hochmuth
 Thrivent Financial for Lutherans
 901 Marquette Avenue, Suite 2500
 Minneapolis, MN 55402
 Fax: (612) 844-4027
 Email: privateinvestments@thrivent.com

With a copy to:

Attn: Jeremy Anderson or Harmon Bergenheier
 Thrivent Financial for Lutherans
 901 Marquette Avenue, Suite 2500
 Minneapolis, MN 55402
 Email: boxprivateplacement@thrivent.com

All other communications to:

Thrivent Financial for Lutherans
 Attn: Investment Division-Private Placements
 901 Marquette Avenue, Suite 2500
 Minneapolis, MN 55402
 Fax: (612) 844-4027
 Email: privateinvestments@thrivent.com

Issue Notes in name of:

Thrivent Financial for Lutherans

Taxpayer ID Number(s):

39-0123480

Private Placement Notes sent to:

DTCC
Newport Office Center
570 Washington Blvd
Jersey City, NJ 07310
Attn: 5th floor / NY Window / Robert Mendez
Ref: State Street Account
Fund Name: Thrivent Financial for Lutherans
Fund Number: NCE1

With a .pdf copy to:

Lisa Corbin boxprivateplacementlegal@thrivent.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NEW YORK LIFE INSURANCE COMPANY	A	\$5,900,000
	B	\$10,000,000

See instructions on following page.

Also, with respect to any notices delivered electronically under clause 2 in the attached, please also send a copy to: kimberly_stepancic@nylinvestors.com and jessica_maizel@nylinvestors.com.

NEW YORK LIFE INSURANCE COMPANY
(Tax I.D. No. 13-5582869)

- (1) All payments by wire or intrabank transfer of immediately available funds to:

JPMorgan Chase Bank
New York, New York 10019
ABA No. 021-000-021
Swift Code: CHASUS33
Credit: New York Life Insurance Company
General Account No. 008-9-00687

with sufficient information (including issuer, PPN number, interest rate, maturity and whether payment is of principal, premium, or interest) to identify the source and application of such funds.

All notices of payments, written confirmations of such wire transfers and any audit confirmation:

New York Life Insurance Company
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor, Room 208
New York, New York 10010-1603
Attention: Investment Services
Private Group
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPVtOps@nylim.com

Any changes in the foregoing payment instructions shall be confirmed by e-mail to NYLIMWireConfirmation@nylim.com prior to becoming effective.

- (2) All other communications:

New York Life Insurance Company
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor, Room 208
New York, New York 10010
Attention: Private Capital Investors
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPVtOps@nylim.com

and with a copy of any notices regarding defaults or Events of Default under the operative documents to:

Attention: Office of General Counsel
Investment Section, Room 1016
Fax #: 212-576-8340

- (3) Note(s) to be registered in the name of: New York Life Insurance Company

- (4) Physical address for notes delivery.

Fed EX delivery address:

JPMorgan
4 Metro Tech Center
Physical Receive – 3rd floor
Brooklyn, NY 11245-0001
Tele: (718) 242 0263
Ref: New York Life Insurance Company G51405

Physical delivery via messenger:

JPMorgan
4 Metro Tech Center
Physical Receive – Window 5
Brooklyn, NY 11245-0001
(718) 242-0263
(Willoughby Street side of the building)
Ref: New York Life Insurance Company G51405

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION	A	\$2,400,000
	B	\$2,500,000

See instructions on following page.

Also, with respect to any notices delivered electronically under clause 2 in the attached, please also send a copy to: kimberly_stepancic@nylinvestors.com and jessica_maizel@nylinvestors.com.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(Tax I.D. No. 13-3044743)

- (1) All payments by wire or intrabank transfer of immediately available funds to:

JPMorgan Chase Bank
New York, New York
ABA No. 021-000-021
Swift Code: CHASUS33
Credit: New York Life Insurance and Annuity Corporation
General Account No. 323-8-47382

with sufficient information (including issuer, PPN number, interest rate, maturity and whether payment is of principal, premium, or interest) to identify the source and application of such funds,

All notices of payments, written confirmations of such wire transfers and any audit confirmation:

New York Life Insurance and Annuity Corporation
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor, Room 208
New York, New York 10010-1603
Attention: Investment Services
Private Group
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPVtOps@nylim.com

Any changes in the foregoing payment instructions shall be confirmed by e-mail to NYLIMWireConfirmation@nylim.com prior to becoming effective.

- (2) All other communications:

New York Life Insurance and Annuity Corporation
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor, Room 208
New York, New York 10010-1603
Attention: Private Capital Investors
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPVtOps@nylim.com

and with a copy of any notices regarding defaults or Events of Default under the operative documents to:

Attention: Office of General Counsel
Investment Section, Room 1016
Fax #: 212-576-8340

- (3) Note(s) to be registered in the name of: New York Life Insurance and Annuity Corporation

NYL Locked 2.26.2015 (Rev 12.2018)

- (4) Physical address for notes delivery.

Fed EX delivery address:

JPMorgan
4 Metro Tech Center
Physical Receive – 3rd floor
Brooklyn, NY 11245-0001
Tele: (718) 242 0263
Ref: New York Life Insurance and Annuity Corporation G51410

Physical delivery via messenger:

JPMorgan
4 Metro Tech Center
Physical Receive – Window 5
Brooklyn, NY 11245-0001
(718) 242-0263
(Willoughby Street side of the building)
Ref: New York Life Insurance and Annuity Corporation G51410

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI30C)	A	\$500,000
	B	\$500,000

See instructions on following page.

Also, with respect to any notices delivered electronically under clause 2 in the attached, please also send a copy to: kimberly_stepancic@nylinvestors.com and jessica_maizel@nylinvestors.com.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30C)
(Tax I.D. No. 13-3044743)

- (1) All payments by wire or intrabank transfer of immediately available funds to:

JPMorgan Chase Bank
New York, New York
ABA No. 021-000-021
Swift Code: CHASUS33
Credit: NYLIAC SEPARATE BOLI 30C
General Account No. 304-6-23970

with sufficient information (including issuer, PPN number, interest rate, maturity and whether payment is of principal, premium, or interest) to identify the source and application of such funds, with advice of such payments to:

All notices of payments, written confirmations of such wire transfers and any audit confirmation:

New York Life Insurance and Annuity Corporation
Institutionally Owned Life Insurance Separate Account
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor Room 208
New York, New York 10010-1603
Attention: Investment Services
Private Group
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPVtOps@nylim.com

Any changes in the foregoing payment instructions shall be confirmed by e-mail to NYLIMWireConfirmation@nylim.com prior to becoming effective.

- (2) All other communications:

New York Life Insurance and Annuity Corporation
Institutionally Owned Life Insurance Separate Account
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor Room 208
New York, New York 10010-1603
Attention: Private Capital Investors
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPVtOps@nylim.com

and with a copy of any notices regarding defaults or Events of Default under the operative documents to:

Attention: Office of General Counsel
Investment Section, Room 1016
Fax #: 212-576-8340

- (3) Note(s) to be registered in the name of: New York Life Insurance and Annuity Corporation
Institutionally Owned Life Insurance Separate Account (BOLI 30C)
- (4) Physical address for notes delivery.

NYL Locked 2.26.2015 (Rev 12.2018)

Fed EX delivery address:

JPMorgan
4 Metro Tech Center
Physical Receive – 3rd floor
Brooklyn, NY 11245-0001
Tele: (718) 242 0263
Ref: NYLIAC BOLI 30C Yield G11003

Physical delivery via messenger:

JPMorgan
4 Metro Tech Center
Physical Receive – Window 5
Brooklyn, NY 11245-0001
(718) 242-0263
(Willoughby Street side of the building)
Ref: NYLIAC BOLI 30C Yield G11003

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI30D)	A	\$100,000

See instructions on following page.

Also, with respect to any notices delivered electronically under clause 2 in the attached, please also send a copy to: kimberly_stepancic@nylinvestors.com and jessica_maizel@nylinvestors.com.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30D)
(Tax I.D. No. 13-3044743)

- (1) All payments by wire or intrabank transfer of immediately available funds to:

JPMorgan Chase Bank
New York, New York
ABA No. 021-000-021
Swift Code: CHASUS33
Credit: NYLIAC SEPARATE BOLI 30D (1583)
General Account No. 860-3-18807

with sufficient information (including issuer, PPN number, interest rate, maturity and whether payment is of principal, premium, or interest) to identify the source and application of such funds.

All notices of payments, written confirmations of such wire transfers and any audit confirmation:

New York Life Insurance and Annuity Corporation
Institutionally Owned Life Insurance Separate Account
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor, Room 208
New York, New York 10010-1603

Attention: Investment Services
Private Group
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPvtOps@nylim.com

Any changes in the foregoing payment instructions shall be confirmed by e-mail to NYLIMWireConfirmation@nylim.com prior to becoming effective.

- (2) All other communications:

New York Life Insurance and Annuity Corporation
Institutionally Owned Life Insurance Separate Account
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor, Room 208
New York, New York 10010-1603

Attention: Private Capital Investors
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPvtOps@nylim.com

and with a copy of any notices regarding defaults or Events of Default under the operative documents to:

Attention: Office of General Counsel
Investment Section, Room 1016
Fax #: 212-576-8340

- (3) Note(s) to be registered in the name of: New York Life Insurance and Annuity Corporation
Institutionally Owned Life Insurance Separate Account (BOLI 30D)

(4) Physical address for notes delivery.

Fed EX delivery address:

JPMorgan
4 Metro Tech Center
Physical Receive – 3rd floor
Brooklyn, NY 11245-0001
Tele: (718) 242 0263
Ref: NYLIAC BOLI 50 Separate Account 32 G10938

Physical delivery via messenger:

JPMorgan
4 Metro Tech Center
Physical Receive – Window 5
Brooklyn, NY 11245-0001
(718) 242-0263
(Willoughby Street side of the building)
Ref: NYLIAC BOLI 50 Separate Account 32 G10938

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
<p>The Bank of New York Mellon, a banking corporation organized under the laws of New York, not in its individual capacity but solely as Trustee under that certain Trust Agreement dated as of July 1st, 2015 between New York Life Insurance Company, as Grantor, John Hancock Life Insurance Company (U.S.A.), as Beneficiary, John Hancock Life Insurance Company of New York, as Beneficiary, and The Bank of New York Mellon, as Trustee</p> <p>HARE & CO., LLC (AS NOMINEE FOR THE NYL- JH TRUST)</p>	A	\$100,000

See instructions on following page.

Also, with respect to any notices delivered electronically under clause 2 in the attached, please also send a copy to: kimberly_stepancic@nylinvestors.com and jessica_maizel@nylinvestors.com.

The Bank of New York Mellon, a banking corporation organized under the laws of New York, not in its individual capacity but solely as Trustee under that certain Trust Agreement dated as of July 1st, 2015 between New York Life Insurance Company, as Grantor, John Hancock Life Insurance Company (U.S.A.), as Beneficiary, John Hancock Life Insurance Company of New York, as Beneficiary, and The Bank of New York Mellon, as Trustee

(Note(s) to be registered in the name of "Hare & Co., LLC")

(Tax I.D. No. 136062916)

- (1) All payments by wire or intrabank transfer of immediately available funds to:

The Bank of New York Mellon
ABA 021-000-018
Swift Code: IRVTUS3N
GLA111566
f/f/c NEW YORK LIFE JH CLOSE PRIVATE 1804

Payments should include the following information in the field for details of payment: CUSIP, Security Description (if the CUSIP is not available), Rate, Maturity, Principal amount, Interest amount.

All notices of payments, written confirmations of such wire transfers and any audit confirmation:

BNY Mellon
US Income
2 Hanson Place
Private placement Dept 10th floor
Brooklyn, NY 11217

with a copy sent electronically to:

TraditionalPVtOps@nylim.com

Any changes in the foregoing payment instructions shall be confirmed by e-mail to Purisima.Teylan@bnymellon.com, malinda.gomba.pollack@bnymellon.com, and NYLIMWireConfirmation@nylim.com prior to becoming effective.

- (2) All other communications:

New York Life Insurance Company
c/o NYL Investors LLC
51 Madison Avenue
2nd Floor, Room 208
New York, New York 10010
Attention: Private Capital Investors
2nd Floor
Fax #: 908-840-3385

with a copy sent electronically to:

FIIGLibrary@nylim.com
TraditionalPVtOps@nylim.com

and with a copy of any notices regarding defaults or Events of Default under the operative documents to:

NYL Locked 7.1.2015 (Rev 12.2018)

Attention: Office of General Counsel
Investment Section, Room 1016
Fax #: 212-576-8340

- (3) Note(s) to be registered in the name of: Hare & Co., LLC
- (4) Physical address for notes delivery*

Address for Mailing Certificates:
The Depository Trust Company
570 Washington Blvd - 5th floor
Jersey City, NJ 07310
Attn: BNY Mellon/Branch Deposit Department
Account # 491610 New York Life JH Close Private 1804

***PLEASE USE ENTIRE NOTE DELIVERY ADDRESS
ACCOUNT NUMBER AND NAME MUST BE INCLUDED ON COVER LETTER**

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	A	\$20,790,000

	Initial Aggregate Amount of Bonds
I. <i>The Northwestern Mutual Life Insurance Company</i>	\$20,790,000
II. All payments on account of Bonds held by such Purchaser shall be made by wire transfer of immediately available funds, providing sufficient information to identify the source of the transfer, the amount of the dividend and/or redemption (as applicable) and the identity of the security as to which payment is being made. US Bank, NA 777 East Wisconsin Avenue Milwaukee, WI 53202 ABA: 075 000 022 Account Number: *****4583 Account Name: ***** (Contact Purchaser to obtain) To obtain full acct name and number, contact our Treasury & Investment Operations Department, E-mail: payments@northwesternmutual.com	
III. All notices with respect to confirmation of payments on account of the Bonds shall be delivered or mailed to: The Northwestern Mutual Life Insurance Company 720 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Investment Operations E-mail: payments@northwesternmutual.com Phone: (414) 665-1679	
IV. All other communications shall be delivered or mailed to: The Northwestern Mutual Life Insurance Company 720 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Securities Department E-mail: privateinvest@northwesternmutual.com	
V. Address for delivery of Bonds and Closing Documents: The Northwestern Mutual Life Insurance Company 720 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Christine L. Rittberg	

VI. If posted to IntraLinks or another document repository/hosted website to: Email: preautodownload@northwesternmutual.com	
VII. Tax Identification No.: 39-0509570	

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY FOR ITS GROUP ANNUITY SEPARATE ACCOUNT	A	\$210,000

	Initial Aggregate Amount of Bonds
I. <i>The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account</i>	\$210,000
<p>II. All payments on account of Bonds held by such Purchaser shall be made by wire transfer of immediately available funds, providing sufficient information to identify the source of the transfer, the amount of the dividend and/or redemption (as applicable) and the identity of the security as to which payment is being made.</p> <p>US Bank, NA 777 East Wisconsin Avenue Milwaukee, WI 53202 ABA: 075 000 022 Account Number: *****4708 Account Name: ******(Contact Purchaser to obtain)</p> <p>To obtain full acct name and number, contact our Treasury & Investment Operations Department, E-mail: payments@northwesternmutual.com</p>	
<p>III. All notices with respect to confirmation of payments on account of the Bonds shall be delivered or mailed to:</p> <p>The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account 720 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Investment Operations E-mail: payments@northwesternmutual.com Phone: (414) 665-1679</p>	
<p>IV. All other communications shall be delivered or mailed to:</p> <p>The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account 720 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Securities Department E-mail: privateinvest@northwesternmutual.com</p>	

<p>V. Address for delivery of Bonds:</p> <p>The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account 720 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Christine L. Rittberg</p>	
<p>VI. If posted to IntraLinks or another document repository/hosted website to:</p> <p>Email: preautodownload@northwesternmutual.com</p>	
<p>VII. Tax Identification No.: 39-0509570</p>	

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
PRINCIPAL LIFE INSURANCE COMPANY	A	\$7,250,000
	B	\$12,000,000

NOTES ARE TO BE REGISTERED IN THE NAME OF:
PRINCIPAL LIFE INSURANCE COMPANY

2.38% Note due 2039: Purchaser will require a Note in the amount of \$7,250,000.00.

2.91% Note due 2050: Purchaser will require a Note in the amount of \$12,000,000.00.

All payments on account of the Notes to be made by 12:00 noon (New York City time) by wire transfer of immediately available funds to:

Citibank, N.A.
New York, NY 10022
ABA No.: 021000089
For credit to Principal Life Insurance Company
Account No.: 36274409
FFC: 20804600
Attn: PPN 171265 C@8 – 2.38% Tranche A Chugach Electric Association, Inc. due 2039
Attn: PPN 171265 C#6 – 2.91% Tranche B Chugach Electric Association, Inc. due 2050

With sufficient information (including Cusip number, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds.

All Notices to:

Principal Global Investors, LLC
ATTN: Fixed Income Private Placements
711 High Street
Des Moines, IA 50392-0800

and via Email: Privateplacements2@exchange.principal.com

With a copy of any notices related to scheduled payments, prepayments, rate reset notices to:

Principal Global Investors, LLC
Attn: Investment Accounting Fixed Income Securities
711 High Street
Des Moines, Iowa 50392-0960

Tax Identification No.: 42-0127290

Upon closing, deliver original Notes to:

Citibank NA
399 Park Avenue
Level C Vault
New York, NY 10022
Attn: Keith Whyte
212-559-1207
PPN 171265 C@8 – 2.38% Tranche A Chugach Electric Association, Inc.
PPN 171265 C#6 – 2.91% Tranche B Chugach Electric Association, Inc.

**** PLEASE MAKE SURE CUSIP NUMBER AND FFC: 20804600 IS ON THE COVER PACKAGE OR CITIBANK WILL RETURN THE PACKAGE**

With a pdf copy to:

Sally D. Sorensen [sorensen.sally.d@principal.com]
Laura Dunsbergen [dunsbergen.laura@principal.com]

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
PRINCIPAL LIFE INSURANCE COMPANY	A	\$750,000

NOTES ARE TO BE REGISTERED IN THE NAME OF:
PRINCIPAL LIFE INSURANCE COMPANY

2.38% Note Due 2039: Purchaser will require one Note in the amount of \$750,000.00.

All payments on account of the Notes to be made by 12:00 noon (New York City time) by wire transfer of immediately available funds to:

Citibank, N.A.
New York, NY
ABA No.: 021000089
For credit to Principal Life Insurance Company
Account No.: 36274409
FFC: 20389800
Attn: PPN 171265 C@8 – 2.38% Tranche A Chugach Electric Association, Inc. due 2039

With sufficient information (including Cusip number, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds.

All Notices to:

Principal Global Investors, LLC
ATTN: Fixed Income Private Placements
711 High Street
Des Moines, IA 50392-0800

and via Email: Privateplacements2@exchange.principal.com

With a copy of any notices related to scheduled payments, prepayments, rate reset notices to:

Principal Global Investors, LLC
Attn: Investment Accounting Fixed Income Securities
711 High Street
Des Moines, Iowa 50392-0960

Tax Identification No.: 42-0127290

Upon closing, deliver original Notes to:

Citibank NA
399 Park Avenue
Level C Vault
New York, NY 10022
Attn: Keith Whyte
212-559-1207
PPN 171265 C@8 – Chugach Electric Association, Inc.

**** PLEASE MAKE SURE CUSIP NUMBER AND FFC 20389800 ARE ON THE COVER PACKAGE OR CITIBANK WILL RETURN THE PACKAGE**

With a pdf copy to:

Sally D. Sorensen [sorensen.sally.d@principal.com]
Laura Dunsbergen [dunsbergen.laura@principal.com]

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
PRINCIPAL LIFE INSURANCE COMPANY	B	\$1,000,000

NOTES ARE TO BE REGISTERED IN THE NAME OF:
PRINCIPAL LIFE INSURANCE COMPANY

2.91% Note due 2050: Purchaser will require a Note in the amount of \$1,000,000.00.

All payments on account of the Notes to be made by 12:00 noon (New York City time) by wire transfer of immediately available funds to:

Citibank, N.A.
New York, NY 10022
ABA No.: 021000089
For credit to Principal Life Insurance Company
Account No.: 36274409
FFC: 23664700
Attn: PPN 171265 C#6 – 2.91% Tranche B Chugach Electric Association, Inc. due 2050

With sufficient information (including Cusip number, interest rate, maturity date, interest amount, principal amount and premium amount, if applicable) to identify the source and application of such funds.

All Notices to:

Principal Global Investors, LLC
ATTN: Fixed Income Private Placements
711 High Street
Des Moines, IA 50392-0800

and via Email: Privateplacements2@exchange.principal.com

With a copy of any notices related to scheduled payments, prepayments, rate reset notices to:

Principal Global Investors, LLC
Attn: Investment Accounting Fixed Income Securities
711 High Street
Des Moines, Iowa 50392-0960

Tax Identification No.: 42-0127290

Upon closing, deliver original Notes to:

Citibank NA
399 Park Avenue
Level C Vault
New York, NY 10022
Attn: Keith Whyte
212-559-1207
PPN 171265 C#6 – Chugach Electric Association, Inc.

**** PLEASE MAKE SURE CUSIP NUMBER AND FFC: 23664700 IS ON THE COVER PACKAGE OR CITIBANK WILL RETURN THE PACKAGE**

With a pdf copy to:

Sally D. Sorensen [sorensen.sally.d@principal.com]
Laura Dunsbergen [dunsbergen.laura@principal.com]

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
UNUM LIFE INSURANCE COMPANY OF AMERICA (Note to be registered in the name of "CUDD & CO. LLC")	B	\$19,000,000

- (1) Address all notices regarding payments and all other communications to:

Provident Investment Management, LLC
Private Placements
One Fountain Square
Chattanooga, Tennessee 37402
Telephone: (423) 294-1172
Fax: (423) 209-3781
E-mail: fnewtonjr@unum.com and a copy to
PrivateCompliance@unum.com

- (2) All payments on account of the Note shall be made by wire transfer of immediately available funds to:

CUDD & CO. LLC
c/o JPMorgan Chase Bank
New York, NY
ABA No. 021000021
SSG Private Income Processing
A/C #9009002859
Custodial Account No. G09624

Please reference: Chugach Electric Association, Inc.
PPN 171265 C#6
Coupon = 2.91%
Maturity = October 30, 2050
Principal = \$ _____
Interest = \$ _____

- (3) Tax Identification Number: 13-6022143 (CUDD & CO. LLC)

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	A	\$9,000,000

NAME OF PURCHASER

Great-West Life & Annuity Insurance Company

US TIN: 84-0467907

UK DTTP No.: 13/G/63192/DTTP

SECURITIES SHALL BE REGISTERED UNDER THE FOLLOWING NAME:

Great-West Life & Annuity Insurance Company

PAYMENT INSTRUCTIONS – All payments shall be made by wire transfer as follows:

The Bank of New York Mellon
 ABA No.: 021-000-018
 BNF: GLA111566
 Account No.: 6409358400
 Account Name: Great-West Life & Annuity Insurance Company
 Attn: Income Collection Department
 Reference: Security Description and PPN 171265 C@8

NOTICES AND COMMUNICATIONS

Great-West Life & Annuity Insurance Company
 8525 East Orchard Road, 1T3
 Greenwood Village, CO 80111
 Attn: Investments Division
 Email: bond_compliance@greatwest.com
 (Email is preferred method)

PHYSICAL DELIVERY OF SECURITIES

The Depository Trust Company
 570 Washington Boulevard, 5th Floor
 Jersey City, NJ 07310
 Attn: BNY Mellon/Branch Deposit Department
 Reference: Great-West Life & Annuity Insurance Company / Acct No. 640935

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE CANADA LIFE ASSURANCE COMPANY	A	\$9,000,000

NAME OF PURCHASER

The Canada Life Assurance Company

US TIN: 98-1527257

SECURITIES SHALL BE REGISTERED UNDER THE FOLLOWING NAME:

The Canada Life Assurance Company

PAYMENT INSTRUCTIONS (USD) – All payments shall be made by wire transfer as follows:

Corresponding Bank: Wells Fargo Bank, NA
 SWIFT Code: PNBPU33NNYC
 ABA No.: 026005092

Beneficiary's Bank: Bank of Montreal
 335 Main Street
 Winnipeg, Manitoba, Canada R3C 1C2
 SWIFT Code: BOFMCAM2

Beneficiary: The Canada Life Assurance Company
 100 Osborne Street North
 Winnipeg, Manitoba, Canada R3C 1V3
 Acct No.: 05794600025
 (Beneficiary address must be referenced)

Reference: Security Description and PPN 171265 C@8

NOTICES AND COMMUNICATIONS

The Canada Life Assurance Company
 100 Osborne Street North
 Winnipeg, Manitoba
 CANADA R3C 1V3
 Attn: Investment Operations – 3C
 Email: GATradingMailboxM@canadalife.com

cc: Great-West Life & Annuity Insurance Company
 8525 East Orchard Road, 1T3
 Greenwood Village, CO 80111
 Attn: Investments Division
 Email: bond_compliance@greatwest.com

PHYSICAL DELIVERY OF SECURITIES

The Canada Life Assurance Company
100 Osborne Street North
Winnipeg, Manitoba
CANADA R3C 1V3
Attn: Investment Operations – 3C

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
Equitable Financial Life Insurance Company	A	\$8,000,000

Chugach Electric Association Inc
2.38% Note due October 30, 2039
Face Amount: \$8,000,000

PAYMENT AND COMMUNICATION INFORMATION

Account (s): Equitable Financial Life Insurance Company
IRS Employer Identification Number: 13-557-0651

Private Placement notes issued in the name of Equitable Financial Life Insurance Company

Bond Delivery Instructions:

Equitable Financial Life Insurance Company
8501 IBM Dr.
Suite 150, ME.431
Charlotte, North Carolina 28262
Attention: Deirdra Hunter
Telephone Number: 980-308-8522

Manner of Payments and Notices:

All payments shall be made by wire transfer of immediately available funds to:

JP Morgan Chase
Account (s): Equitable Financial Life Insurance Company
4 Chase Metrotech Center
Brooklyn, New York 11245
ABA No.: 021-000021
Bank Account: 615-9-83589
Custody Account: G27664

Each such wire shall show the name of the Company, the Private Placement Number, the due date of the payment being made and, if such payment is a final payment.

Notices of Payments and Written Confirmations:

All notices of payments and written confirmations of wire transfers should be sent to:

Equitable Financial Life Insurance Company
C/O AllianceBernstein LP
1345 Avenue of the Americas
37th Floor
New York, New York 10105
Attention: Angel Salazar / Shiean Mercado
Telephone: 212-969-2491 / 212-823-3228
Email: angel.salazar@alliancebernstein.com
shiean.mercado@alliancebernstein.com

Address for all other communications:

Equitable Financial Life Insurance Company
c/o AllianceBernstein LP
1345 Avenue of the Americas
38th Floor
New York, NY 10105
Attention: Richard Federico
Telephone #: 212- 969-2349
Email: richard.federico@alliancebernstein.com
Group Email: ABPPCompliance@alliancebernstein.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
Equitable Financial Life Insurance Company	B	\$7,000,000

Chugach Electric Association Inc
2.91% Note due October 30, 2050
Face Amount: \$7,000,000

PAYMENT AND COMMUNICATION INFORMATION

Account (s): Equitable Financial Life Insurance Company
IRS Employer Identification Number: 13-557-0651

Private Placement notes issued in the name of Equitable Financial Life Insurance Company

Bond Delivery Instructions:

Equitable Financial Life Insurance Company
8501 IBM Dr.
Suite 150, ME.431
Charlotte, North Carolina 28262
Attention: Deirdra Hunter
Telephone Number: 980-308-8522

Manner of Payments and Notices:

All payments shall be made by wire transfer of immediately available funds to:

JP Morgan Chase
Account (s): Equitable Financial Life Insurance Company
4 Chase Metrotech Center
Brooklyn, New York 11245
ABA No.: 021-000021
Bank Account: 037-2-413336
Custody Account: G04657

Each such wire shall show the name of the Company, the Private Placement Number, the due date of the payment being made and, if such payment is a final payment.

Notices of Payments and Written Confirmations:

All notices of payments and written confirmations of wire transfers should be sent to:

Equitable Financial Life Insurance Company
C/O AllianceBernstein LP
1345 Avenue of the Americas
37th Floor
New York, New York 10105
Attention: Angel Salazar / Shiean Mercado
Telephone: 212-969-2491 / 212-823-3228
Email: angel.salazar@alliancebernstein.com
shiean.mercado@alliancebernstein.com

Address for all other communications:

Equitable Financial Life Insurance Company
c/o AllianceBernstein LP
1345 Avenue of the Americas
38th Floor
New York, NY 10105
Attention: Richard Federico
Telephone #: 212- 969-2349
Email: richard.federico@alliancebernstein.com
Group Email: ABPPCompliance@alliancebernstein.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY	B	\$1,000,000

Chugach Electric Association Inc
 2.91% Note due October 30, 2050
 Face Amount: \$1,000,000

PAYMENT AND COMMUNICATION INFORMATION

Account (s): HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY
 IRS Employer Identification Number: 22-0999690

Private Placement notes issued in the name of Cudd & Co, LLC:

Delivery Instructions

AllianceBernstein LP
 1345 Avenue of the Americas
 37th Floor
 New York, New York 10105
 Attention: Angel Salazar
 Telephone Number: 212-969-2491

Manner of Payments and Notices:

All payments shall be made by wire transfer of immediately available funds to:

JP Morgan / Chase
 ABA No.: 021-000021
 For Credit to the Private Income Processing Group
 Account Number: 900-9000-200
 Account: Horizon Blue Cross and Blue Shield of New Jersey-P60748
 Ref: Description of security, CUSIP, Principal and Interest split

Each such wire shall show the name of the Company, the Private Placement Number, the due date of the payment being made and, if such payment is a final payment.

Notices of Payments and Written Confirmations:

All notices of payments and written confirmations of wire transfers should be sent to:

JP Morgan Chase Manhattan Bank
 14201 N. Dallas Parkway
 13th Floor
 Dallas, Texas 75254-2917
 Fax: 469-477-1904

Second Copy of Payments and Written Confirmations:

Horizon Blue Cross and Blue Shield of New Jersey
c/o AllianceBernstein LP
1345 Avenue of the Americas
37th Floor
New York, NY 10105
Attention: Angel Salazar / Shiean Mercado
Telephone #: 212 -969-2491 / 212-823-3228
Email: angel.salazar@alliancebernstein.com
shiean.mercado@alliancebernstein.com

Third Copy of Payments and Written Confirmations:

Horizon Blue Cross and Blue Shield of New Jersey
Three Penn Plaza
PP-15K
Newark, NJ 07105-2200
Attention: Susan McCarthy-Manager Cash & Investments
Telephone: 973-466-8568 / 973-466-4375
Fax: 973-466-8461

Address for all other Communications:

Horizon Blue Cross and Blue Shield of New Jersey
c/o AllianceBernstein LP
1345 Avenue of the Americas
38th Floor
New York, NY 10105
Attention: Richard Federico
Telephone #: 212- 969-2349
Email: richard.federico@alliancebernstein.com
Group Email: ABPPCompliance@alliancebernstein.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
STATE FARM LIFE INSURANCE COMPANY	A	\$14,500,000
STATE FARM LIFE INSURANCE COMPANY TAX ID #37-0533090		

Participation/Series: \$14,500,000/2.38% Amortizing First Mortgage Bonds due October 30, 2039

Wire Transfer Instructions:

All payments on account of Notes held by such Purchaser shall be made by wire transfer of immediately available funds, providing sufficient information to identify the source of the transfer, including issuer, CUSIP number, interest rate, maturity date, and whether payment is interest, principal, or premium.

Please contact our Investment Department to securely obtain wire transfer instructions for State Farm Life Insurance Company.

E-mail: privateplacements@statefarm.com

Phone: (309) 766-2386

Send notices, financial statements, officer's certificates and other correspondence to:

State Farm Life Insurance Company
Investment Dept. E-8
One State Farm Plaza
Bloomington, IL 61710
If by E-Mail: privateplacements@statefarm.com

Send confirms to:

State Farm Life Insurance Company
Investment Accounting Dept. D-3
One State Farm Plaza
Bloomington, IL 61710

Send the original security (via registered mail) to:

JPMorgan Chase Bank, N.A.
4 Chase Metrotech Center
3rd Floor
Brooklyn, New York 11245-0001
Attention: Physical Receive Department
Account: G06893

Send an additional copy of the original security plus an original set of closing documents and one conformed copy of the Note Purchase Agreement to:

State Farm Insurance Companies
One State Farm Plaza
Bloomington, Illinois 61710
Attn: Corporate Law-Investments, A-3
Christiane M. Stoffer, Associate General Counsel

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
STATE FARM INSURANCE COMPANIES EMPLOYEE RETIREMENT TRUST	A	\$1,000,000

**STATE FARM INSURANCE COMPANIES EMPLOYEE RETIREMENT TRUST
TAX ID #36-6042145**

Participation/Series: \$1,000,000/2.38% Amortizing First Mortgage Bonds due October 30, 2039

Wire Transfer Instructions:

All payments on account of Notes held by such Purchaser shall be made by wire transfer of immediately available funds, providing sufficient information to identify the source of the transfer, including issuer, CUSIP number, interest rate, maturity date, and whether payment is interest, principal, or premium.

Please contact our Investment Department to securely obtain wire transfer instructions for State Farm Insurance Companies Employee Retirement Trust.

E-mail: privateplacements@statefarm.com

Phone: (309) 766-2386

Send notices, financial statements, officer's certificates and other correspondence to:

State Farm Insurance Companies Employee Retirement Trust
Investment Dept. E-8
One State Farm Plaza
Bloomington, IL 61710
If by E-Mail: privateplacements@statefarm.com

Send confirms to:

State Farm Insurance Companies Employee Retirement Trust
Investment Accounting Dept. D-3
One State Farm Plaza
Bloomington, IL 61710

Send the original security (via registered mail) to:

JPMorgan Chase Bank, N.A.
4 Chase Metrotech Center
3rd Floor
Brooklyn, New York 11245-0001
Attention: Physical Receive Department
Account: G07251

Send an additional copy of the original security plus an original set of closing documents and one conformed copy of the Note Purchase Agreement to:

State Farm Insurance Companies
One State Farm Plaza
Bloomington, Illinois 61710
Attn: Corporate Law-Investments, A-3
Christiane M. Stoffer, Associate General Counsel

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
STATE FARM LIFE AND ACCIDENT ASSURANCE COMPANY	A	\$500,000

**STATE FARM LIFE AND ACCIDENT ASSURANCE COMPANY
TAX ID #37-0805091**

Participation/Series: \$500,000/2.38% Amortizing First Mortgage Bonds due October 30, 2039

Wire Transfer Instructions:

All payments on account of Notes held by such Purchaser shall be made by wire transfer of immediately available funds, providing sufficient information to identify the source of the transfer, including issuer, CUSIP number, interest rate, maturity date, and whether payment is interest, principal, or premium.

Please contact our Investment Department to securely obtain wire transfer instructions for State Farm Life and Accident Assurance Company.

E-mail: privateplacements@statefarm.com

Phone: (309) 766-2386

Send notices, financial statements, officer's certificates and other correspondence to:

State Farm Life and Accident Assurance Company
Investment Dept. E-8
One State Farm Plaza
Bloomington, IL 61710
If by E-Mail: privateplacements@statefarm.com

Send confirms to:

State Farm Life and Accident Assurance Company
Investment Accounting Dept. D-3
One State Farm Plaza
Bloomington, IL 61710

Send the original security (via registered mail) to:

JPMorgan Chase Bank, N.A.
4 Chase Metrotech Center
3rd Floor
Brooklyn, New York 11245-0001
Attention: Physical Receive Department
Account: G06895

Send an additional copy of the original security plus an original set of closing documents and one conformed copy of the Note Purchase Agreement to:

State Farm Insurance Companies
One State Farm Plaza
Bloomington, Illinois 61710
Attn: Corporate Law-Investments, A-3
Christiane M. Stoffer, Associate General Counsel

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	A	\$5,000,000

REGISTER SECURITIES IN THE NAME OF: THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

(Note: a separate security will be needed for each breakdown listed below)
 Tax ID for The Lincoln National Life Insurance Company: 35-0472300

SECURITY: Chugach Electric Association, 2.38% First Mortgage Bond due 10/30/2039

NOTE

<u>AMOUNT</u>	<u>LINCOLN ACCOUNT NAME</u>	<u>BANK CUSTODY ACCT #</u>
5,000,000	The Lincoln National Life Insurance Co (SA0102)	385634

PRINCIPAL & INTEREST PAYMENTS:

The Bank of New York Mellon
 (via Fed Wire)

One Wall Street, New York, NY 10286
 ABA #: 021000018

BENEFICIARY/Account #: GLA 111566

Acct Name: The Bank of New York Mellon Private Placement Income Collection
 Bank to Bank Information Ref: insert Custody Account# listed above;
 PPN #/Sec Desc/ P&I Details

Reference Registered Holder: The Lincoln National Life Insurance Company

INVESTMENT ADVISER ADDRESS

--ALL COMMUNICATIONS:

Macquarie Investment Management Advisers
 100 Independence Mall West
 610 Market Street – 9th floor
 Philadelphia, PA 19106
 Attn: Fixed Income Private Placements
 Email: privateplacements@macquarie.com

TREASURY OPERATIONS

--NOTICE OF PAYMENT:

Lincoln Financial Group
 1300 South Clinton St
 Fort Wayne, IN 46802
 Attn: Inv Acctg-Treasury Operations
 Email: securities_data_rese@lfg.com

BANK ADDRESS

--NOTICE OF PAYMENT ONLY:

The Bank of New York Mellon
 PO Box 392003
 Pittsburgh, PA 15251-9003
 Attn: Private Placement P & I Dept
 Ref: Registered Holder/Sec Desc/PPN#
 Email: ppservicing@bnymellon.com

FORWARD SECURITIES TO:
 (via Express Delivery)

The Depository Trust Company
 570 Washington Blvd – 5th Floor
 Jersey City, New Jersey 07310
ATTENTION: BNY MELLON/BRANCH DEPOSIT DEPARTMENT
(in cover letter reference note amt, acct name, and bank custody account #)

Copy of transmittal to:

Shelise.Case@LFG.com

Copy of notes to:

Shelise.Case@LFG.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	B	\$5,000,000
	B	\$2,000,000

REGISTER SECURITIES IN THE NAME OF: THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

(Note: a separate security will be needed for each breakdown listed below)

Tax ID for The Lincoln National Life Insurance Company: 35-0472300

SECURITY: Chugach Electric Association, 2.91% First Mortgage Bond due 10/30/2050

NOTE

<u>AMOUNT</u>	<u>LINCOLN ACCOUNT NAME</u>	<u>BANK CUSTODY ACCT #</u>
5,000,000	The Lincoln National Life Insurance Co (Seg 46)	215726
2,000,000	The Lincoln National Life Insurance Co (Seg 16)	216625

PRINCIPAL & INTEREST PAYMENTS:

The Bank of New York Mellon
(via Fed Wire)

One Wall Street, New York, NY 10286

ABA #: 021000018

BENEFICIARY/Account #: GLA 111566

Acct Name: The Bank of New York Mellon Private Placement Income Collection

Bank to Bank Information Ref: insert Custody Account# listed above;

PPN #/Sec Desc/ P&I Details

Reference Registered Holder: The Lincoln National Life Insurance Company

INVESTMENT ADVISER ADDRESS

--ALL COMMUNICATIONS:

Macquarie Investment Management Advisers
100 Independence Mall West
610 Market Street – 9th floor
Philadelphia, PA 19106
Attn: Fixed Income Private Placements
Email: privateplacements@macquarie.com

TREASURY OPERATIONS

--NOTICE OF PAYMENT:

Lincoln Financial Group
1300 South Clinton St
Fort Wayne, IN 46802
Attn: Inv Acctg-Treasury Operations
Email: securities_data_rese@lfg.com

BANK ADDRESS

--NOTICE OF PAYMENT ONLY:

The Bank of New York Mellon
PO Box 392003
Pittsburgh, PA 15251-9003
Attn: Private Placement P & I Dept
Ref: Registered Holder/Sec Desc/PPN#
Email: ppservicing@bnymellon.com

FORWARD SECURITIES TO:

(via Express Delivery)

The Depository Trust Company

570 Washington Blvd – 5th Floor

Jersey City, New Jersey 07310

ATTENTION: BNY MELLON/BRANCH DEPOSIT DEPARTMENT

(in cover letter reference note amt, acct name, and bank custody account #)

Copy of transmittal to:

Shelise.Case@LFG.com

Copy of notes to:

Shelise.Case@LFG.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK	B	\$3,000,000

REGISTER SECURITY IN THE NAME OF: LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK
(Note: a separate security will be needed for each breakdown listed below)

SECURITY: Chugach Electric Association Inc, 2.91% First Mortgage Bond due 10/30/2050

<u>NOTE AMOUNT</u>	<u>ACCOUNT NAME</u>	<u>CUSTODY ACCT #</u>
3,000,000	Lincoln Life & Annuity Co of New York (Seg 11)	2624503

TAX ID for LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK: 22-0832760

PRINCIPAL & INTEREST PAYMENTS: NORTHERN CHGO/Trust
 (via Fed Wire) 801 South Canal St., Chicago, IL 60607
 ABA #: 071000152
 Credit A/C #: 5186041000
 Acct Name: Northern Trust Income Dept
 For Further Credit: Lincoln Life & Annuity Company of New York
 Further Credit Custody A/C #: *(insert Custody Account # listed above)*
 REF: PPN # / SECURITY DESC/ PAYMENT REASON

INVESTMENT ADVISER ADDRESS
 FOR ALL COMMUNICATIONS:

Macquarie Investment Management Advisers
 100 Independence Mall West
 610 Market Street – 9th floor
 Philadelphia, PA 19106
 Attn: Fixed Income Private Placements
 Email: privateplacements@macquarie.com

INVESTMENT ACCOUNTING ADDRESS
 FOR NOTICE OF PAYMENT ONLY:

Lincoln Financial Group
 1300 South Clinton Street
 Fort Wayne, IN 46802
 Attn: Inv Accounting – Treasury Operations
 Email: securities_data_rese@lfg.com

BANK ADDRESS
 FOR NOTICE OF PAYMENT ONLY:

The Northern Trust Company
 801 South Canal Street
 Income Collections C-3N
 Attention: Oscell Owens / Julie Motley
 Chicago, IL 60607
 Fax: 312-849-8494; Group Email: icphys@ntrs.com
 REFERENCE: ACCOUNT NAME AND PPN/CUSIP #

FORWARD SECURITIES TO:
(via express delivery)

The Northern Trust Company
 Attn: Trade Securities Processing
 333 South Wabash Avenue, 32nd floor
 Chicago, IL 60604

(IN COVER LETTER REF ACCT NAME & BANK CUSTODY ACCT #)

Copy of transmittal to:
 Copy of note to:

Shelise.Case@LFG.com
Shelise.Case@LFG.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
PACIFIC LIFE INSURANCE COMPANY	A	\$5,000,000
	B	\$6,000,000

Nominee: [Mac & Co.](#), as nominee for Pacific Life Insurance Company

See instructions on following page.

PACIFIC LIFE INSURANCE COMPANY



Delivery/Registration Instructions

Account Information:

Nominee Name: Mac & Co
Tax ID#: 95-1079000

Please include all information to ensure proper delivery of certificates and P & I.

For Physical Delivery of Certificates:

The Depository Trust Company
Attn: BNY Mellon/Branch Deposit Department
570 Washington Blvd – 5th Floor
Jersey City, NJ 07310

Account Name: PACIFIC LIFE INS CO - GENERAL ACCOUNT
Account Number: 5966218400

For Payment of Principal & Interest:

Bank: The Bank of New York Mellon
ABA: 021000018
Acct Number: GLA 111566
Acct Name: The Bank of New York Mellon – P&I Dept

*** Include CUSIP, security description and P&I breakdown. ***

All notices of payments and written confirmations of such wire transfers to:

The Bank of New York Mellon
Attn: Pacific Life Accounting Team
One Mellon Bank Center - Room 1130
Pittsburgh, PA 15258-0001

And

Pacific Life Insurance Company
Attn: IM – Cash Team
700 Newport Center Drive
Newport Beach, CA 92660
Fax: 949-718-5845

All other communications shall be addressed to:

Pacific Life Insurance Company
Attn: IM – Credit Analysis
700 Newport Center Drive
Newport Beach, CA 92660-6397
PrivatePlacementCompliance@PacificLife.com



Dominic Faso
AVP & Asst Treasurer

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	B	\$6,000,000

PRIVATE PLACEMENT
THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
(PRIF-W)

Amount: \$6,000,000

Notes to be registered in the name of:

The Guardian Life Insurance Company of America
TAX ID NO. 13-5123390

And deliver to:

JP Morgan Chase Bank, N.A.
4 Chase Metrotech Center – 3rd Floor
Brooklyn, NY 11245-0001

Reference A/C #G05978, Guardian Life (PRIF-W)

Payment by wire to:

JP Morgan Chase
FED ABA #021000021
Chase/NYC/CTR/BNF
A/C 900-9-000200
Reference A/C #G05978, Guardian Life (PRIF-W), PPN 171265 C#6, Chugach Electric Association, Inc.

Address for all communications and notices:

The Guardian Life Insurance Company of America
10 Hudson Yards
New York, NY 10001
Attn: Adam Gossett
Investment Department
FAX # (212) 919-2658
Email address: adam_gossett@glic.com
With a copy to GuardianUSPP@glic.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA	B	\$2,000,000

BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA

Amount: \$2,000,000

Notes to be registered in the name of:

Berkshire Life Insurance Company of America
TAX ID NO. 75-1277524

And deliver to:

JP Morgan Chase Bank, N.A.
4 Chase Metrotech Center – 3rd Floor
Brooklyn, NY 11245-0001

Reference A/C #G07064, Berkshire Life Insurance

Payment by wire to:

JP Morgan Chase
FED ABA #021000021
Chase/NYC/CTR/BNF
A/C 900-9-000200
Reference A/C #G07064, Berkshire Life, PPN 171265 C#6, Chugach Electric Association, Inc.

Address for all communications and notices:

Berkshire Life Insurance Company of America
c/o The Guardian Life Insurance Company of America
10 Hudson Yards
New York, NY 10001
Attn: Adam Gossett
Investment Department
FAX # (212) 919-2658
Email: adam_gossett@glic.com
With a copy to GuardianUSPP@glic.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.	B	\$2,000,000

THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC

GIAC-LIFE ANNUITY/GIAC-100 / SPIA

Amount: \$2,000,000

Notes to be registered in the name of:

The Guardian Insurance & Annuity Company, Inc.
TAX ID NO. 13-2656036

And deliver to:

JP Morgan Chase Bank, N.A.
4 Chase Metrotech Center – 3rd Floor
Brooklyn, NY 11245-0001

Reference A/C # G01713, GIAC Fixed Payout

Payment by wire to:

JP Morgan Chase
FED ABA #021000021
Chase/NYC/CTR/BNF
A/C 900-9-000200
Reference A/C # G01713, GIAC Fixed Payout, PPN 171265 C#6, Chugach Electric Association, Inc.

Address for all communications and notices:

The Guardian Insurance & Annuity Company, Inc.
c/o The Guardian Life Insurance Company of America
10 Hudson Yards
New York, NY 10001
Attn: Adam Gossett
Investment Department
FAX # (212) 919-2658
Email: adam_gossett@glic.com
With a copy to GuardianUSPP@glic.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
UNITED OF OMAHA LIFE INSURANCE COMPANY	B	\$6,000,000
<p>1. Notes to be registered in the name of UNITED OF OMAHA LIFE INSURANCE COMPANY</p>		
<p>2. Tax I.D. # is 47-0322111</p>		
<p>3. All principal and interest payments on the Notes shall be made by wire transfer of immediately available funds to:</p> <p style="margin-left: 40px;">JPMorgan Chase Bank ABA #021000021 Private Income Processing</p> <p style="margin-left: 40px;">For credit to: United of Omaha Life Insurance Company Account # 900-9000200 a/c: G07097 Cusip/ PPN 171265 C#6 Interest Amount: Principal Amount:</p>		
<p>4. Address for delivery of bonds:</p> <p style="margin-left: 40px;">JPMorgan Chase Bank 4 Chase Metrotech Center, 3rd Floor Brooklyn, NY 11245-0001 Attention: Physical Receive Department Account# G07097</p> <p style="margin-left: 40px;">**It is imperative that the custody account be included on the delivery letter. Without this information, the security will be returned to the sender.</p>		
<p>5. Address for all notices in respect of payment of Principal and Interest, Corporate Actions, and Reorganization Notifications:</p> <p style="margin-left: 40px;">JPMorgan Chase Bank 4 Chase Metrotech Center, 16th Floor Brooklyn, NY 11245-0001 Attn: Income Processing a/c: G07097</p>		
<p>6. Address for all other communications (i.e.: Quarterly/Annual reports, Tax filings, Modifications, Waivers regarding the indenture):</p> <p style="margin-left: 40px;">4 - Investment Management United of Omaha Life Insurance Company 3300 Mutual of Omaha Plaza Omaha, NE 68175-1011</p> <p>Email Address for Electronic Document Transmission: privateplacements@mutualofomaha.com</p>		

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
UNITED OF OMAHA LIFE INSURANCE COMPANY	B	\$2,000,000
<p>1. Notes to be registered in the name of UNITED OF OMAHA LIFE INSURANCE COMPANY</p> <p>2. Tax I.D. # is 47-0322111.</p> <p>3. All principal and interest payments on the Notes shall be made by wire transfer of immediately available funds to:</p> <p style="margin-left: 40px;">JPMorgan Chase Bank ABA #021000021 Private Income Processing</p> <p style="margin-left: 40px;">For credit to: United of Omaha Funds Withheld Account Account # 900-9000200 a/c: G20071 Cusip/ PPN 171265 C#6 Interest Amount: Principal Amount:</p> <p>4. Address for delivery of bonds:</p> <p style="margin-left: 40px;">JPMorgan Chase Bank 4 Chase Metrotech Center, 3rd Floor Brooklyn, NY 11245-0001 Attention: Physical Receive Department Account # G20071</p> <p style="margin-left: 40px;">**It is imperative that the custody account be included on the delivery letter. Without this information, the security will be returned to the sender.</p> <p>5. Address for all notices in respect of payment of Principal and Interest, Corporate Actions, and Reorganization Notifications:</p> <p style="margin-left: 40px;">JPMorgan Chase Bank 4 Chase Metrotech Center, 16th Floor Brooklyn, NY 11245-0001 Attn: Income Processing a/c: G20071</p> <p>6. Address for all other communications (i.e.: Quarterly/Annual reports, Tax filings, Modifications, Waivers regarding the indenture):</p> <p style="margin-left: 40px;">4 - Investment Management United of Omaha Life Insurance Company (Funds Withheld Account) 3300 Mutual of Omaha Plaza Omaha, NE 68175-1011 Email Address for Electronic Document Transmission: privateplacements@mutualofomaha.com</p>		

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
PROTECTIVE LIFE INSURANCE COMPANY (PLI)	B	\$8,000,000

NAME AND ADDRESS OF PURCHASER:

**Protective Life Insurance Company (PLI)
Attn: Investment Department – Private Placements
Desk
2801 Hwy. 280 South
Birmingham, AL 35223**

All payments by wire transfer of immediately available funds to:

**THE BANK OF NEW YORK
ABA #: 021 000 018
Acct. #: GLA 111566
ATTN: PP P & I Department
PPN 171265 C#6
CUST. NAME: Protective Life Insurance Company
Pay date/Breakdown:**

with sufficient information to identify the source and application of such funds.

All notices of payments and written confirmations of such wire transfers:

ppns@protective.com

**Protective Life Insurance Co. (PLI)
Investment Department-Middle Office
2801 Hwy. 280 South
Birmingham, AL 35223**

All notices of financial and compliance reporting:

ppns@protective.com

**Protective Life Insurance Company (PLI)
Investment Department – Private Placements Desk
2801 Hwy. 280 South
Birmingham, AL 35223**

Tax Identification Number:

(PLI) # 63-0169720

PRINCIPAL AMOUNT OF NOTES TO BE PURCHASED FOR: PLI #294412

**HELD IN NAME:
Hare & Co., LLC**

**\$8,000,000.00– CHUGACH ELECTRIC
2.91% 10/30/2050**

Physical Delivery Instructions:

The Depository Trust Company
570 Washington Blvd - 5th floor
Jersey City, NJ 07310
Attn: BNY Mellon/Branch Deposit
Department

Custody Acct: 294412
Customer Name: Protective Life Insurance
Company

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE STATE LIFE INSURANCE COMPANY	B	\$1,000,000
Purchaser:	The State Life Insurance Company	
Issuer:	Chugach Electric Association, Inc.	
Issuing:	Senior Note(s) due 2050	
Closing:	10/26/2020	
Issue:	2.91%	
Amount:	Note 1 \$1,000,000.00	

Note: For clarification, the purchaser of these notes is “The State Life Insurance Company”. The bank information shown below is for a special bank account (The State Life Insurance Company Finance Reinsurance) owned by the State Life Insurance Company. As a result, there could be more than one purchase for The State Life Insurance Company in any one private placement transaction with different wiring instructions.

The original note(s) should be sent to:

The Depository Trust Company
 Attn: BNY Mellon/Branch Deposit Dept.
 Acct # 211624 State Life, c/o AUL
 570 Washington Blvd. – 5th Floor
 Jersey City, NJ 07310

Please send all **POST-CLOSING** documentation to:

American United Life Insurance Company
 Attn: Mike Bullock, Securities Department
 One American Square, Suite 1017
 Post Office Box 368
 Indianapolis, IN 46206
 mike.bullock@oneamerica.com

Payment: Chugach Electric Association, Inc. shall make payment of principal and interest on the note(s) in immediately available funds by wire transfer to the following bank account:

The Bank of New York Mellon
 ABA #: 021000018
 Credit Account: GLA111566
 Account Name: The State Life Insurance Company Finance Reinsurance
 Account #: 211624
 Re: “Accompanying Information” below
 P & I Breakdown: (Insert); Re: PPN 171265 C#6

Payments should contain sufficient information to identify the breakdown of principal and interest and should identify the full description of the note(s) and the payment date.

The United States Tax I.D. Number of The State Life Insurance Company is 35-0684263.

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE STATE LIFE INSURANCE COMPANY	B	\$6,000,000
Purchaser:	The State Life Insurance Company	
Issuer:	Chugach Electric Association, Inc.	
Issuing:	Senior Note(s) due 2050	
Closing:	10/26/2020	
Issue:	2.91%	
Amount:	Note 2 \$6,000,000.00	
Note:	For clarification, the purchaser of these notes is "The State Life Insurance Company". The bank information shown below is for a special bank account (The State Life Insurance Company Finance Reinsurance) owned by the State Life Insurance Company. As a result, there could be more than one purchase for The State Life Insurance Company in any one private placement transaction with different wiring instructions.	

The original note(s) should be sent to:

The Depository Trust Company
 Attn: BNY Mellon/Branch Deposit Dept.
 Acct # 343761 State Life, c/o AUL
 570 Washington Blvd. – 5th Floor
 Jersey City, NJ 07310

Please send all **POST-CLOSING** documentation to:

American United Life Insurance Company
 Attn: Mike Bullock, Securities Department
 One American Square, Suite 1017
 Post Office Box 368
 Indianapolis, IN 46206
 mike.bullock@oneamerica.com

Payment: Chugach Electric Association, Inc. shall make payment of principal and interest on the note(s) in immediately available funds by wire transfer to the following bank account:

Bank of New York
ABA #: 021000018
Credit Account: GLA111566
Account Name: The State Life Insurance Company
Account #: 343761
 P & I Breakdown: (Insert); Re: PPN 171265 C#6

Payments should contain sufficient information to identify the breakdown of principal and interest and should identify the full description of the note(s) and the payment date.

The United States Tax I.D. Number of The State Life Insurance Company is 35-0684263.

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERITAS LIFE INSURANCE CORP.	B	\$5,400,000

Name and Address of Purchaser
 Ameritas Life Insurance Corp.
 Ameritas Investment Partners, Inc.
 5945 R Street
 Lincoln, NE 68505

Tax ID Number
 13-6022143 (CUDD & CO. LLC)

- 1) All payments by wire transfer of immediately available funds to:

JPMorgan Chase Bank
 ABA #021-000-021
 DDA Clearing Account: 9009002859
 Further Credit - Custody Fund P72220 for Ameritas Life Insurance Corp.
 Reference: CUSIP; Issue name and source/application of funds (P&I, etc.)

- 2) All notices of payments and written confirmations of such wire transfers **sent** to:

Ameritas Life Insurance Corp.
 5945 R Street
 Lincoln, NE 68505
 ATTN: Investment Accounting
 Fax#: (402) 467-6970
 IASecurities@ameritas.com

- 3) All other communications **sent** to:

Ameritas Life Insurance Corp.
 Ameritas Investment Partners, Inc.
 ATTN: Private Placements
 5945 R Street
 Lincoln, NE 68505

Contacts: Joe Mick
 Tel: 402-467-7471
 Fax: 402-467-6970
 Email: Joe.Mick@Ameritas.com
privateplacements@ameritas.com

- 4) Delivery of certificates by registered mail to:

JPMorgan Chase Bank, N.A.
 4 Chase Metrotech Center, 3rd Floor
 Brooklyn, NY 11245-0001
 ATTN: Physical Receive Department
 REF: Account P72220
 REF: Ameritas Life Insurance Corp.

To be registered in the nominee of CUDD & CO. LLC for the benefit of Ameritas Life Insurance Corp.
 (Nominee Tax ID 13-6022143)

AND

Copy of Certificates sent to Joe Mick, Ameritas Investment Partners, Inc., per above

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERITAS LIFE INSURANCE CORP. OF NEW YORK	B	\$600,000

Name and Address of Purchaser

Ameritas Life Insurance Corp. of New York
 Ameritas Investment Partners, Inc.
 5945 R Street
 Lincoln, NE 68505

Tax ID Number

13-6022143 (CUDD & CO. LLC)

- 1) All payments by wire transfer of immediately available funds to:
 JPMorgan Chase Bank
 ABA #021-000-021
 DDA Clearing Account: 9009002859
 Further Credit - Custody Fund P72225 for Ameritas Life Insurance Corp. of New York
 Reference: CUSIP; Issue name and source/application of funds (P&I, etc.)

- 2) All notices of payments and written confirmations of such wire transfers to:
 Ameritas Life Insurance Corp.
 5945 R Street
 Lincoln, NE 68505
 ATTN: Investment Accounting
 Fax#: (402) 467-6970
 IASecurities@ameritas.com

- 3) All other communications **sent** to:
 Ameritas Life Insurance Corp. of New York
 Ameritas Investment Partners, Inc.
 ATTN: Private Placements
 5945 R Street
 Lincoln, NE 68505

 Contacts: Joe Mick
 Tel: 402-467-7471
 Fax: 402-467-6970
 Email: Joe.Mick@Ameritas.com
privateplacements@ameritas.com

- 4) Delivery of certificates by registered mail:
 JPMorgan Chase Bank
 4 Chase Metrotech Center, 3rd Floor
 Brooklyn, NY 11245-0001
 ATTN: Physical Receive Department
 REF: Account P72225
 REF: Ameritas Life Insurance Corp. of New York

To be registered in the nominee of CUDD & CO. LLC for the benefit of Ameritas Life Insurance Corp. of New York (Nominee Tax ID 13-6022143)

AND

Copy of Certificates sent to Joe Mick, Ameritas Investment Partners, Inc., per above

Account manager setting up trade and wiring funds:

Sarah.Kubala@53.com

Kathryn.Jennings@53.com

Michael. Pavlick@53.com

513-351-0406

Cell: 517-285-9490

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
ICI MUTUAL INSURANCE COMPANY	A	\$1,200,000

Schedule A – Chugach Electric Association, Inc., Series 2020 A, Tranche A
Coupon: 2.38%; Maturity: 10/30/39; Issue Date: 10/26/2020 PPN 171265 C@8

Account Name/Purchaser:

ICI Mutual Insurance Company
A/C # 289559
Amount: 1,200,000

Registration and Tax ID#:

Hare & Co., LLC
Tax ID:13-6062916

Physical Delivery for Private Placement:

***Transmittal Letter must accompany the certificate to complete the delivery.

The Depository Trust Company
570 Washington Blvd. – 5TH Floor
Jersey City, NJ 07310
Attn: BNY Mellon/Branch Deposit Department
For account #289559

Wire instructions for Principal and Interest and/or Dividend Payments:

Bank of New York Mellon
ABA #021000018
BNF: GLA 111566
For account #289559
ATTN: Bond Principal/Interest Department
Reference cusip, name of security/P&I breakdown
500 Grant Street Room 151-1145
Pittsburg, PA 15258

Notices regarding payment for Client records:

ICI Mutual Insurance Company
1401 H Street NW – Suite 1000
Washington, DC 20005
Charles Preseau
Preseau@icimutual.com

Notices regarding payment for Bank records:

Bank of New York Mellon
500 Grant Street – Room 151-1145
Pittsburg, PA 15258
Attn: Income Collection Department
FAO: ICI Mutual Insurance Company
For account #289559
ppservicing@bnymellon.com

Notices regarding payment for AAM records

AAM Company
30 W. Monroe
3rd Floor
Chicago, IL 60603
Attn: Private Placement Department
privateplacements@aamcompany.com

This account is maintained by 2 custodians: Peoples and BONY
The account manager setting up trade and requesting BONY wire the funds is Morgan Powers.
Morgan.Powers@peoples.com; Jami.Bisson@people.com;
CorpTrust@peoples.com
802-660-1380

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
PROTECTIVE LIFE INSURANCE COMPANY	A	\$1,000,000

Schedule A – Chugach Electric Association, Inc., Series 2020 A, Tranche A
Coupon: 2.38%; Maturity: 10/30/39; Issue Date: 10/26/2020 PPN 171265 C@8

Account Name/Purchaser:

Protective Life Insurance Company
A/C # 247595 (PLI1WU)
Amount Purchased: \$1,000,000

Registration and Tax ID#:

Hare & Co., LLC
Tax ID:13-6062916

Physical Delivery for Private Placement:

*****Transmittal Letter must accompany the certificate to complete the delivery.**

The Depository Trust Company
570 Washington Blvd. – 5TH Floor
Jersey City, NJ 07310
Attn: BNY Mellon/Branch Deposit Department
For account #247595

Wire instructions for Principal and Interest and/or Dividend Payments:

Bank of New York Mellon
ABA #021000018
BNF: GLA 111566
For account #247595
ATTN: Bond Principal/Interest Department
Reference cusip, name of security/P&I breakdown
500 Grant Street Room 151-2700
Pittsburg, PA 15258

Notices regarding payment for Client records:

Protective Life Insurance Company
2801 US-280
Birmingham, AL 35223
Adam Adrian, VP
Adam.Adrian@protective.com

Notices regarding payment for Bank records:

Bank of New York Mellon
500 Grant Street – Room 151-2700
Pittsburg, PA 15258
Attn: Income Collection Department
FAO: Protective Life Insurance Company
For account #247595
ppservicing@bnymellon.com

Notices regarding payment for AAM records

AAM Company
30 W. Monroe- 3rd Floor
Chicago, IL 60603
Attn: Private Placement Department
privateplacements@aamcompany.com

Submit Schedule A and trade ticket to:
CCSTeamone@bnymellon.com
315-414-5959

Client will instruct the bank to wire funds....not AAM..
Send LOI to portfolio manager; pm will send to client to sign and then they will forward to the bank.

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
PENNSYLVANIA PROFESSIONAL LIABILITY JOINT UNDERWRITING ASSOCIATION	A	\$750,000

Schedule A – Chugach Electric Association, Inc., Series 2020 A, Tranche A
Coupon: 2.38%’ Maturity: 10/30/39; Issue Date: 10/26/2020 PPN 171265 C@8

Account Name/ Purchaser: Pennsylvania Professional Liability Joint Underwriting Association
A/C # 1395003625
Purchase amount: \$750,000

Registration and Tax ID#: Band & Co.
Tax ID # 39-6039160

Physical Delivery for Private Placement: U.S. Bank
Attn: Daniel Harding
1555 N. RiverCenter Drive
Suite 302
Securities Processing, MK-WI-S302
Milwaukee, WI 53212
For a/c 1395003625

Wire instructions for Principal and Interest and/or Dividend Payments: U.S. Bank N.A.
60 Livingston Ave Saint Paul MN 55107-2292
ABA #091000022
Account Name: ITC SOUTH & EAST DEPOSITORY
1555 RiverCenter Drive – Suite 300
Milwaukee, WI 53212
Account #173103781832
FFC: Account name: : Pennsylvania Professional Liability Joint Underwriting Association
FFC Account #: 1395003625
Reference cusip and name of security/P&I Breakdown

Notices regarding payment for Client records: Pennsylvania Professional Liability Joint UA
Hickory Pointe #125 – Hickory Road
Plymouth Meeting, PA 19462
Susan Sersha, President
Susan@pajua.com

Notices regarding payment for Bank records: U.S Bank
50 South 16th Street – 20th Floor
Philadelphia, PA 19102
Robert Ruby
Robert.Ruby@usbank.com

Notices regarding payment for AAM records

AAM Company
30 W. Monroe – 3rd floor
Chicago, IL 60603
Attn: Private Placement Department and/or
privateplacements@aamcompany.com

Account Manager: Sets up the trade and wire:
Robert.Ruby@usbank.com
215-761-9436

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE AMERICAN HOME LIFE INSURANCE COMPANY	A	\$650,000

Schedule A – Chugach Electric Association, Inc., Series 2020 A, Tranche A
Coupon: 2.38%; Maturity: 10/30/39; Issue Date: 10/26/2020 PPN 171265 C@8

Account Name/Purchaser: The American Home Life Insurance Company
A/C # 1085017804
Amount Purchased: \$650,000

Registration and Tax ID#: CALHOUN & CO c/o Comerica
Tax ID #38-6055051

Physical Delivery for Private Placement: Comerica Bank
411 W. Lafayette Blvd
Detroit, MI 48226
Mail Code: 3464
Attn: Will Rawls- Institutional Trust
313-222-0017

Wire instructions for Principal and Interest and/or Dividend Payments: Comerica Bank/Fiduciary Services
and Operations
ABA # 111000753
BNF: The American Home Life Ins. Co.
Ref: 1085017804
BBI: Income Unit 313-222-4893
A/C # 2158598530
Reference cusip, name of security, P&I

Notices regarding payment for Client records: The American Home Life Insurance Company
400 S. Kansas Avenue –P.O. Box 1497
Topeka, KS 66603
Adam Heiman, CFO
Aheiman@amhomelife.com

Notices regarding payment for Bank records: Comerica Bank
411 W. Lafayette Blvd
Detroit, MI 48226
Mail Code: 3454
Attn: Income Unit
IncomeUnitMail@comerica.com

Notices regarding payment for AAM records AAM Company
30 W. Monroe – 3rd floor
Chicago, IL 60603
Attn: Private Placement Department and/or
privateplacements@aamcompany.com

Account Manager setting up the trade and wire:

William Rawls

WLRawls@comerica.com

313-222-0017

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
GOODVILLE MUTUAL CASUALTY COMPANY	A	\$600,000

Schedule A – Chugach Electric Association, Inc., Series 2020 A, Tranche A
Coupon: 2.38%; Maturity: 10/30/39; Issue Date: 10/26/2020 PPN 171265 C@8

Account Name/Purchaser: Goodville Mutual Casualty Company
A/C # 17702900
Purchase amount: 600,000

Registration and Tax ID#: Wells Fargo FBO Goodville Mutual Casualty Company
Tax ID #94-1347393

Physical Delivery for Private Placement: DTCC New York Window
Newport Office Center
570 Washington Blvd -5th floor
Jersey City NJ 07310
Attn: Wells Fargo Bank, Pt #2027
Credit Wells Fargo account #17702900
For account: Goodville Mutual Casualty Co.

Wire instructions for Principal and Interest and/or Dividend Payments: Wells Fargo Bank N.A..
ABA #121000248
Beneficiary Account #0000840245
Beneficiary Account name: Trust Wire Clearing
OBI: FFC: #17702900; Goodville Mutual
Reference cusip and name of security/P&I breakdown

Notices regarding payment for Client records: Goodville Mutual Casualty Company
625 West Main Street
New Holland, PA 17557
Phil.Shirk@goodville.com

Notices regarding payment for Bank records: Wells Fargo
550 South 4th Street
Minneapolis, MN 55415
IMRTeamBlue@wellsfargo.com

Notices regarding payment for AAM records AAM Company
30 W. Monroe – 3rd floor
Chicago, IL 60603
Attn: Private Placement Department and/or
privateplacements@aamcompany.com

Contact setting up trade and wire:

IMRTeamBlue@wellsfargo.com

Zachary Stockdale-Green: 612-478-3590

Chuy Moua – 612-667-1902

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN EXCESS INSURANCE EXCHANGE RISK RETENTION GROUP	A	\$500,000

Schedule A – Chugach Electric Association, Inc., Series 2020 A, Tranche A
Coupon: 2.38%; Maturity: 10/30/39; Issue Date: 10/26/2020 PPN 171265 C@8

Account Name/Purchaser: American Excess Insurance Exchange,
Risk Retention Group
A/C # 1085003454
Amount Purchased:

Registration and Tax ID#: CALHOUN & CO c/o Comerica
Tax ID #38-6055051

Physical Delivery for Private Placement: Comerica Bank
411 W. Lafayette Blvd
Detroit, MI 48226
Mail Code: 3462
Attn: Attn: Dale McCann
313-222-4638

Wire instructions for Principal and Interest and/or Dividend Payments: Comerica Bank/Fiduciary Services
and Operations
ABA # 111000753
BNF: American Excess Insurance Exchange,
Risk Retention Group.
Ref: 1085003454
BBI: Income Unit 313-222-4893
A/C # 2158598530
Reference cusip, name of security, P&I

Notices regarding payment for Client records: American Excess Insurance Exchange,
Risk Retention Group
12707 High Bluff Drive, Suite 140
San Diego, California, 92130
Attn: George Brooker
George_Brooker@PremierInc.com

Notices regarding payment for Bank records: Comerica Bank
411 W. Lafayette Blvd
Detroit, MI 48226
Mail Code: 3454
Attn: Income Unit
IncomeUnitMail@comerica.com

Notices regarding payment for AAM records

AAM Company
30 W. Monroe – 3rd floor
Chicago, IL 60603
Attn: Private Placement Department and/or
privateplacements@aamcompany.com

Account Manager setting up the trade and wire:

Dale McCann

Djmccann@comerica.com

313-222-4638

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
SYMETRA LIFE INSURANCE COMPANY 777 108th Avenue NE, Suite 1200 Bellevue, WA 98004-5135	A	\$3,000,000

(Securities to be registered in the name of **CUDD and CO. LLC**)

- (1) All payments on or in respect of the Notes shall be made by wire transfer of immediately available funds to:

Bank: JPMORGAN CHASE BANK, NEW YORK
 SWIFT BIC: CHASUS33
 ABA: 021000021
 Account: 9009000200
 FFC Account Number: G 27515
 FFC Account Name: Symetra Life Insurance Company

Each such wire transfer shall make reference to Chugach Electric Association, Inc. 2.38% due 10/30/2039 with sufficient information (including Issuer, the Private Placement Number, interest rate, maturity, and whether payment is of principal, interest or otherwise) to identify the source and application of such funds.

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth above.

- (2) All notices of payments and written confirmations of such wire transfers delivered ELECTRONICALLY to:

Email: privateplacement@symetra.com and InvestmentOperationsMailbox@symetra.com

Any such notices required to be sent by hard-copy delivered to:

Symetra Investment Management Company
 308 Farmington Avenue, 3rd Floor
 Farmington, CT 06032
 Attention: Nate Zaiantz

- (3) All other notices and communications delivered to:

Symetra Investment Management Company
 308 Farmington Avenue, 3rd Floor
 Farmington, CT 06032
 Attention: Managing Director, Private Placements
 Email: privateplacement@symetra.com

with an ELECTRONIC COPY to:

Email: SIMlaw@symetra.com

(4) Original notes delivered to:

JPMORGAN CHASE BANK NA
Attn: CHERYL BROWN
4 CHASE METROTECH CENTER
3RD FLOOR – PHYSICAL RECEIVE DEPT
BROOKLYN, NY 11245-0001
Reference Accounts: G 27515

(5) Taxpayer I.D. Number: 91-0742147

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
SYMETRA LIFE INSURANCE COMPANY 777 108th Avenue NE, Suite 1200 Bellevue, WA 98004-5135	A	\$3,000,000

(Securities to be registered in the name of **CUDD and CO. LLC**)

- (1) All payments on or in respect of the Notes shall be made by wire transfer of immediately available funds to:

Bank: JPMORGAN CHASE BANK, NEW YORK
 SWIFT BIC: CHASUS33
 ABA: 021000021
 Account: 9009000200
 FFC Account Number: G 27501
 FFC Account Name: Symetra Life Insurance Company

Each such wire transfer shall make reference to Chugach Electric Association, Inc. 2.38% due 10/30/2039 with sufficient information (including Issuer, the Private Placement Number, interest rate, maturity, and whether payment is of principal, interest or otherwise) to identify the source and application of such funds.

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth above.

- (2) All notices of payments and written confirmations of such wire transfers delivered ELECTRONICALLY to:

Email: privateplacement@symetra.com and InvestmentOperationsMailbox@symetra.com

Any such notices required to be sent by hard-copy delivered to:

Symetra Investment Management Company
 308 Farmington Avenue, 3rd Floor
 Farmington, CT 06032
 Attention: Nate Zaiantz

- (3) All other notices and communications delivered to:

Symetra Investment Management Company
 308 Farmington Avenue, 3rd Floor
 Farmington, CT 06032
 Attention: Managing Director, Private Placements
 Email: privateplacement@symetra.com

with an ELECTRONIC COPY to:

Email: SIMlaw@symetra.com

(4) Original notes delivered to:

JPMORGAN CHASE BANK NA
Attn: CHERYL BROWN
4 CHASE METROTECH CENTER
3RD FLOOR – PHYSICAL RECEIVE DEPT
BROOKLYN, NY 11245-0001
Reference Accounts: G 27501

(5) Taxpayer I.D. Number: 91-0742147

NAME AND ADDRESS OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
SUNRISE CAPTIVE RE, LLC One Financial Way Cincinnati, OH 45242 Attention: Investment Department	B	\$5,000,000

Address for payments on account of the Notes:

By bank wire transfer of Federal or other immediately available funds (identifying each payment as to issuer, security (including interest rate and maturity date), and principal or interest) to:

U.S. Bank N.A.
 5th & Walnut Streets
 Cincinnati, OH 45202

ABA #042-000013

SWIFT Code/BIC: USBKUS44IMT

For credit to Sunrise Captive Re LLC's
 Account No. 130-125-617-568

All notices and communications, including notices with respect to payments and written confirmation of each such payment, to be addressed:

SUNRISE CAPTIVE RE, LLC
 One Financial Way
 Cincinnati, OH 45242
 Attention: Investment Department
 With a copy to:
privateplacements@ohionational.com

Tax identification No.: 83-2532656

Fax number: 513-794-4506

Original notes to be delivered to:
SUNRISE CAPTIVE RE, LLC
 One Financial Way
 Cincinnati, OH 45242
 Attention: Investment Department

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
STANDARD INSURANCE COMPANY	A	\$1,000,000

Purchaser Name	Standard Insurance Company
Name in which to register Note(s)	HARE & Co., LLC
Note Registration Number(s); Principal Amount(s)	RE-\$ 1,000,000.00
Payment on account of Note(s) Method Account information	Federal Funds Wire Transfer Bank of New York ABA Number: 021000018 GLA111566 Account number: 3430878400 Account name: Standard Insurance Company Ref: (see "Accompanying Information" below)
Accompanying information	Name of Company: Chugach Electric Association, Inc. Description of Security: 2.38% Amortizing First Mortgage Bonds due October 30, 2039 PPN: [] Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made
Address / Fax # for notices related to payments	Standard Insurance Company c/o Bank of New York Mellon Attention: CCSTeam9 – Client Service Insurance Custody P & I Department P.O. Box 19266 Newark, NJ 07195 Tel: (315) 414-3324 Email: ccsteam9@bnymellon.com Fax: 1-844-803-7567 <u>with a copy to:</u> Standard Insurance Company 1100 SW Sixth Avenue, P14B Portland, OR 97204 Telephone (971) 321-8439 Attn: Kathy Wolf (IMGOPS@standard.com) Fax: (971) 321-5890
Address / Fax # for all other notices	Standard Insurance Company 1100 SW Sixth Avenue, P14B Portland, OR 97204 Telephone (971) 321-0994 Attn: Ben Werner (IMGPMS@standard.com) Fax: (971) 321-8560

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
STANDARD INSURANCE COMPANY	B	\$3,000,000

Purchaser Name	Standard Insurance Company
Name in which to register Note(s)	HARE & Co., LLC
Note Registration Number(s); Principal Amount(s)	RE-\$ 3,000,000.00
Payment on account of Note(s) Method Account information	Federal Funds Wire Transfer Bank of New York ABA Number: 021000018 GLA111566 Account number: 3430878400 Account name: Standard Insurance Company Ref: (see "Accompanying Information" below)
Accompanying information	Name of Company: Chugach Electric Association, Inc. Description of Security 2.91% Amortizing First Mortgage Bonds due October 30, 2050 PPN: [] Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made
Address / Fax # for notices related to payments	Standard Insurance Company c/o Bank of New York Mellon Attention: CCSTeam9 – Client Service Insurance Custody P & I Department P.O. Box 19266 Newark, NJ 07195 Tel: (315) 414-3324 Email: ccsteam9@bnymellon.com Fax: 1-844-803-7567 <u>with a copy to:</u> Standard Insurance Company 1100 SW Sixth Avenue, P14B Portland, OR 97204 Telephone (971) 321-8439 Attn: Kathy Wolf (IMGOPS@standard.com) Fax: (971) 321-5890
Address / Fax # for all other notices	Standard Insurance Company 1100 SW Sixth Avenue, P14B Portland, OR 97204 Telephone (971) 321-0994 Attn: Ben Werner (IMGPMS@standard.com) Fax: (971) 321-8560

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
COUNTRY MUTUAL INSURANCE COMPANY	A	\$1,000,000
	B	\$2,000,000

Purchaser Name	COUNTRY MUTUAL INSURANCE COMPANY
Name in Which Note is Registered	COUNTRY MUTUAL INSURANCE COMPANY
Payment on Account of Note Method Account Information	Federal Funds Wire Transfer Northern Trust Chgo/Trust ABA Number 071000152 Wire Account Number 5186041000 SWIFT BIC: CNORUS44 For Further Credit to: 26-02698 Account Name: Country Mutual Insurance Company
Accompanying Information	Name of Company: Description of Security: PPN: Due date and application (as among principal, premium and interest) of the payment being made:
Address/Fax for Notices Related to Payments	Country Mutual Insurance Company Attention: Investment Accounting 1705 N Towanda Avenue Bloomington, IL 61702 Tel: (309) 821-6348 Fax: (309) 821-2800
Address/Fax for All Other Notices	Country Mutual Insurance Company Attention: Investments 1705 N Towanda Avenue Bloomington, IL 61702 Tel: (309) 821-6260 Fax: (309) 821-6301 PrivatePlacements@countryfinancial.com
Instructions re: Delivery of Notes	The Northern Trust Company ATTN: Trade Securities Processing 333 South Wabash Ave, 32 nd Floor Attn: 26-02698/Country Mutual Insurance Company Chicago, IL 60604 Include Acct # and Name in cover letter as well.
Tax Identification Number	37-0807507

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
NASSAU LIFE INSURANCE COMPANY	B	\$3,000,000

Registered Name: **CUDD & CO. LLC for benefit of Nassau Life Insurance Company**

Tax ID: 13-6022143

Nominee Name: **CUDD & CO. LLC**

Tax ID: 13-6022143

Purchaser Name: **Nassau Life Insurance Company**

Tax ID: 06-0493340

Investment Manager	Primary Contact To Be Copied On All Notices
Nassau Asset Management LLC 1 American Row - H12 Hartford, CT 06102	Business Contact: Ed Ohannessian Email: eohannessian@nsre.com Voice: (860) 403-5705

All Payments On Account Of The Note Shall Be Made By Wire Transfer Of Immediately Available Funds To:	
Registered Name:	CUDD & CO. LLC for benefit of Nassau Life Insurance Company
Nominee Name:	CUDD & CO
Purchaser Name:	Nassau Life Insurance Company
Bank Name:	J.P. Morgan Chase Bank
City & State:	New York, NY
ABA:	021000021
Account Name:	BOND INTEREST WIRE
Account Number:	9009002859
Reference:	Nassau Life Insurance Company CHUGACH ELECTRIC ASSOCIATION INC 2.91 10-2050 Prin = ?? Int = ??
For Further Credit:	G05123 3,000,000 171265C#6

Address Original Physical Notes To:	
J.P. Morgan Chase Bank Physical Processing - CUDD & CO. LLC Nominee Care Of Nassau Life Insurance Company 4 Chase Metrotech Center - 3rd Floor Brooklyn, New York 11245-0001	Attention: Physical Receive Dept. NY1-CO57 Name: Cheryl Brown & Charles Bisang Voice: (718) 242-0264 718-242-0301 Email: Cheryl.Brown@jpmorgan.com

Address All Notices Regarding Payments And All Other Communications To:	
J.P. Morgan Chase Bank Physical Processing - CUDD & CO. LLC Nominee Care Of Nassau Life Insurance Company P.O. Box 35308 Newark, NJ 07101-8006	Attention: Income Processing Remittance Breakdowns: physical.abs.income@jpmorgan.com Please indicate CUSIP or PPN, G Account Number, Nominee Name, Registered Name, Principal Amount, Interest Amount, Issuer Name, Maturity

Send Copies of All Notices Regarding Payments And All Other Communications To:	
Nassau Asset Management LLC Physical Processing - CUDD & CO. LLC Nominee Care Of Nassau Life Insurance Company 1 American Row - H12 Hartford, CT 06102	Attention: Tiffany Lobo / Middle Office Voice: (860) 403-3288 Operations Notices: OperationsNotices@nsre.com Legal Notices: LegalNotices@nsre.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
AMERICAN FAMILY LIFE INSURANCE COMPANY	B	\$2,000,000

Nominee: Ell & CO as nominee for American Family Life Insurance Company

See instructions on following page.

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT AND SERIES OF NOTES TO BE PURCHASED
AMERICAN FAMILY LIFE INSURANCE COMPANY 6000 American Parkway Madison, Wisconsin 53783-0001 Attention: Investment Division-Private Placements dvoqe@amfam.com privateplacements@amfam.com dkrebsba@amfam.com	SERIES A U.S. \$2,000,000 TRANCHE B

Name of Nominee in which Notes are to be issued: **Ell & CO nominee for American Family Life Insurance Company**

Payments

All payments on or in respect of the Notes to be by Federal Funds Wire Transfer to:

Northern CHGO/Trust
ABA# 071000152
Credit Wire Account 5186041000
FFC to American Family Trust Account #4475843 for AFLIC-INT PAR Whole Life Cash & Privates
Credit for PPN:

Accompanying Information:

Name of Issuer: Chugach Electric Association, Inc.
Description of Security: 2.91% First Mortgage Bonds, 2020 Series A Tranche B due October 30, 2050
PPN:

Due date and application (as among principal, premium and interest) of the payment being made

Notices Related to Payments:

American Family Life Insurance Company
6000 American Parkway
Madison, Wisconsin 53783-0001
Attention: Investment Division-Private Placements
dvoqe@amfam.com
privateplacements@amfam.com
dkrebsba@amfam.com

All Other Notices:

American Family Life Insurance Company
6000 American Parkway
Madison, Wisconsin 53783-0001
Attention: Investment Division-Private Placements
dvoge@amfam.com
privateplacements@amfam.com
dkrebsba@amfam.com

Notices Regarding Audit Confirmations:

American Family Life Insurance Company
6000 American Parkway
Madison, Wisconsin 53783-0001
Attention: Private Placements
dvoge@amfam.com
privateplacements@amfam.com
dkrebsba@amfam.com

Name of Nominee in which Notes are to be issued: Ell & CO nominee for American Family Life Insurance Company

Taxpayer I.D. Number: 36-6412623

Physical Delivery:

The Northern Trust Company
Trade Securities Processing
333 South Wabash Avenue, 32nd Floor, Chicago, IL 60604
FFC to American Family Trust Account #4475843 for AFLIC-INT PAR Whole Life
Cash & Privates

with a copy to:

American Family Life Insurance Company
6000 American Parkway
Madison, Wisconsin 53783-0001
Attention: Investment Division-Private Placements
dvoge@amfam.com
privateplacements@amfam.com
dkrebsba@amfam.com

NAME OF PURCHASER	TRANCH OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
DESERET TRUST COMPANY AS NOMINEE FOR BENEFICIAL LIFE INSURANCE COMPANY 60 East South Temple, Suite 800 Salt Lake City, UT 84111-1036	B	\$2,000,000

- (1) All payments by wire transfer of immediately available funds to:

Zions First National Bank
 ABA# 124-000-054
 Account # / Account Name 002-20390-9
 Reference: Beneficial Life Insurance Company

with sufficient information to identify the source and application of such funds, including issuer, PPN#, interest rate, maturity and whether payment is of principal, interest, make whole amount or otherwise.

- (2) All notices of payments and written confirmations of such wire transfers:

Beneficial Life Insurance Company
 ATTN: Brent Fry
 55 North 300 West, Suite 800
 Salt Lake City, UT 84101
 Phone: 801-323-4220

Deseret Trust Company
 ATTN: Custody/Treasury Services
 60 East South Temple Suite 800
 Salt Lake City, UT 84111-1036

- (3) E-mail address for Electronic Delivery:
 Brent.Fry@benfinancial.com, cashier@deserettrust.com

- (4) All other communications:
 Brent.Fry@benfinancial.com, cashier@deserettrust.com

- (5) U.S. Tax Identification Number: 87-0115120

NAME OF PURCHASER	TRANCH OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
CMFG Life Insurance Company	A	\$1,000,000
	B	\$1,000,000

PURCHASER ALLOCATION:

CMFG Life Insurance Company (nominee name TURNKEYS & CO)

NOTE DELIVERY INSTRUCTIONS:

All Securities Being Purchased Should Be Registered In (See Nominee Name) and Notes Delivered To:

DTCC
Newport Office Center
570 Washington Blvd
Jersey City, NJ 07310
5th floor / NY Window / Robert Mendez
FBO: State Street Bank & Trust for ZT1E

WIRING INSTRUCTIONS:

ABA: 011000028
Bank: State Street Bank
Account Name: CMFG Life Insurance Company
DDA #: 1662-544-4
REFERENCE FUND: ZT1E
Nominee Name: TURNKEYS & CO
CMFG Life Insurance Company TAX ID#: 39-0230590
TURNKEYS & CO TAX ID#: 03-0400481

All notices of payments, wires, audit confirmations, compliance and Financials shall be EMAILED to:

EMAIL: DS-PrivatePlacements@cunamutual.com

All Legal communication shall be EMAILED to:

EMAIL: DS-PrivatePlacements@cunamutual.com
EMAIL: mcalegal@cunamutual.com

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
THE EQUITABLE LIFE INSURANCE COMPANY OF CANADA One Westmount Road North Waterloo, Ontario N2J 4C5 Attn: PPL Notify Email: PPL_Notify@equitable.ca	B	\$2,000,000

Payments

All payments on or in respect of the Secured Notes shall be made in immediately available funds on the due date by electronic funds transfer, through the Automated Clearing House System, to:

Royal Bank of Canada
 Waterloo Main Branch
 70-74 King St S
 Waterloo, Ontario N2J 1N8
 Identifying each payment as “Chugach principal, premium or interest”

Swift Code: ROYCCAT2
 For Credit to: The Equitable Life Insurance Company of Canada
 Bank#: 0003
 Transit#: 07682
 Bank Account#: 400-244-0

Intermediary Bank: JP Morgan Chase
 Swift Code: CHASUS33
 ABA#: 02100021

Notices

All notices with respect to payments and prepayments of the Secured Notes shall be sent to:

The Equitable Life Insurance Company of Canada
 One Westmount Road North
 Waterloo, Ontario N2J 4C7
 Attn: PPL Notify
 Email: PPL_Notify@equitable.ca
 Fax: 519-883-7402

With copies to:
 The Equitable Life Insurance Company of Canada
 One Westmount Road North
 Waterloo, Ontario N2J 4C7, Canada
 Attn: Manager Investment Operations – Kim Moore
 Telephone: 519-904-8359
 Email address: kmoore@equitable.ca; invoperations@equitable.ca; bstein@equitable.ca

Physical Delivery of the Secured Bonds:

The Equitable Life Insurance Company of Canada
One Westmount Road North
Waterloo, Ontario N2J 4C7
Attn: Darrin Webley
Telephone : 519.904.8365
Email: dwebley@equitable.ca
Fax: 519-883-7402

Name of Nominee in which Bonds are to be issued: None

Taxpayer I.D. Number: 98-1062007

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
FEDERATED MUTUAL INSURANCE COMPANY	A	\$2,000,000

See instructions on following page.



Federated Mutual Insurance Company
Attn: Donna Ennis, Sr. Portfolio Manger
121 East Park Square
Owatonna, MN 55060

EFFECTIVE: 8/5/2020

- (1) All payment by wire transfer of immediately available funds identifying each payment as "Name of Issue, PPN#, Principal, Premium, or Interest" to:

NORTHERNCHGO/Trust
ABA # 071000152
BNF A/C # 5186041000
BF A/C NAME: Federated Mutual Insurance Company
OBI: FFC TO A/C # 44-93485

Please specify breakdown of principal and interest

Please note: account numbers are case and format sensitive

- (2) Send all notices and communications, including notices regarding payments and written confirmations of each such payment, addressed as provided above.
- (3) Federal Tax ID #: 41-0417460
- (4) Signature Block:

Donna Ennis
Sr. Portfolio Manager

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY	B	\$2,000,000

Purchaser:	Southern Farm Bureau Life Insurance Company		
Tax ID No.:	64-0283583		
Nominee:	Ell & Co c/o Northern Trust Company PO Box 92395 Chicago, IL 60675 Tax ID#: 36-6412623		
Name in which Note is to be drafted:	Ell & Co, F/B/O Southern Farm Bureau Life Insurance Company		
Payment Information:	All payments should be made by wire transfer of immediately available funds to: The Northern Trust Company Chicago, IL 60607 ABA No.: 071 000 152 SWIFT/BIC: CNORUS44 Acct. Name: Trust Services Acct. No.: 518 604 1000 Reference: Attn: Income Collection, Acct# 44-72417; SFBLIC – FIXED INCOME; Chugach Electric Association, Inc., First Mortgage Bonds, Series 2020A, Tranche B due October 30, 2050, PPN 171265 C#6; [Note Number], ** **with sufficient information to identify the source and application of such funds, including the interest amount, principal amount, premium amount, etc.		
Address for notices related to scheduled payments:	The Northern Trust Company Attn: Income Collections 801 S Canal St Chicago, IL 60607 ICPHYS@ntrs.com <i>With a copy to: Inv_Acctg-pp@sfbli.com</i>		
Address for audit confirmation requests:	<i>By electronic delivery to:</i> ICPHYS@ntrs.com		
Address for all other communications, including waivers, amendments, consents and financial information:	<i>By electronic delivery to:</i> Attn: Securities Management PrivatePlacements@sfbli.com		
Address for physical delivery of Notes:	The Northern Trust Company Trade Securities Processing 32nd floor 333 S Wabash Ave Chicago, Illinois 60604 <i>With an electronic copy of the transmittal to: PrivatePlacements@sfbli.com</i>		
Investment Contact Persons:	David Divine Director (601) 981-5332 x1010	Zach Farmer Director (601) 981-5332 x1486	Brad Blakney Analyst (601) 981-5332 x1073

NAME OF PURCHASER	TRANCHE OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
FARM BUREAU LIFE INSURANCE COMPANY	B	\$1,000,000

Nominee: Gerlach & Co. F/B/O Farm Bureau Life Insurance Company

See instructions on following page.



Wire Instructions for Farm Bureau Life Insurance Company

Purchaser Name:	Farm Bureau Life Insurance Company
Nominee Name:	Gerlach & Co.
Register Note(s) to:	Gerlach & Co. F/B/O Farm Bureau Life Insurance Company
Payment on account of Note:	
Method	Federal Funds Wire Transfer
Wiring Instructions	<p>Citibank NA ABA number: 021 000 089 Concentration A/C#: 36858201 FFC Account #: 250493 Account Name: FB Life Ins Co Citi's SWIFT address: CITIUS33</p> <p>Reference: Please reference the Name of Company, Description of Security, PPN, Due Date and Application (as among principal, make-whole and interest) of the payment being made.</p>
Address for all Notices, including Financials, Compliance, and Requests:	<p>PREFERRED REMITTANCE: privateplacements@fbfinancial.com</p> <p>Farm Bureau Life Insurance Company Attn: Portfolio Management 5400 University Ave West Des Moines, IA 50266</p>
Instructions for delivery of Note(s):	<p>Citibank NA Attn: Keith Whyte 399 Park Ave Level C Vault New York, NY 10022 A/C Number: 250493 FB Life Ins Co</p>
Tax Identification Number(s):	<p>42-0623913 (Farm Bureau Life Insurance Company) 13-6021155 (Gerlach & Co.)</p>

SCHEDULE B

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

“*2020 Series A Bonds*” is defined in Section 1.

“*Acquisition*” has the meaning set forth in the Eighth Supplemental Indenture.

“*Acquisition Agreement*” has the meaning set forth in Section 5.2 of this Agreement.

“*Affiliate*” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person. As used in this definition, “*Control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an “*Affiliate*” is a reference to an Affiliate of the Company.

“*Agreement*” means this Bond Purchase Agreement, dated as of October 26, 2020, by and among the Company and the Purchasers.

“*Anti-Corruption Laws*” means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

“*Anti-Money Laundering Laws*” means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

“*Blocked Person*” means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws or (c) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

“*Business Day*” means for the purposes of any provision of this Agreement, any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York are required or authorized to be closed.

“*Capital Lease*” means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

“*Closing*” is defined in Section 3.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

“*Collateral Filings*” is defined in Section 4.11.

“*Company*” means Chugach Electric Association, Inc., an electric cooperative existing under the laws of the State of Alaska, or any successor that becomes such in the manner prescribed in Article 12 of the Indenture.

“*Confidential Information*” is defined in Section 18.

“*Control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms “*Controlled*” and “*Controlling*” shall have meanings correlative to the foregoing.

“*Controlled Entity*” means (a) any of the Subsidiaries of the Company and any of their or the Company’s respective Controlled Affiliates and (b) if the Company has a parent company, such parent company and its Controlled Affiliates.

“*Default*” means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“*Eighth Supplemental Indenture*” is defined in Section 1.

“*Electronic Delivery*” is defined in Section 7.1(a).

“*Environmental Laws*” means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“*ERISA Affiliate*” means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

“*Event of Default*” is defined in the Indenture.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Fifth Supplemental Indenture*” is defined in Section 1.

“*Financing Agreements*” means this Agreement, the Indenture (including, without limitation, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the Eighth Supplemental Indenture) and the 2020 Series A Bonds.

“*First Supplemental Indenture*” is defined in Section 1.

“*Form 10-K*” is defined in Section 7.1(b).

“*Form 10-Q*” is defined in Section 7.1(a).

“*Fourth Supplemental Indenture*” is defined in Section 1.

“*GAAP*” means generally accepted accounting principles as in effect from time to time in the United States of America.

“*Governmental Authority*” means

(a) the government of

(i) the United States of America or any State or other political subdivision thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“*Governmental Official*” means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

“*Guaranty*” means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of

any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

“Hazardous Material” means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law including, but not limited to, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

“holder” means, with respect to any 2020 Series A Bond, the Person in whose name such 2020 Series A Bond is registered in the register maintained by the Trustee.

“Indebtedness” with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet

in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (e) above.

“*Indenture*” is defined in Section 1.

“*INHAM Exemption*” is defined in Section 6.2(e).

“*Institutional Investor*” means (a) any Purchaser of a 2020 Series A Bond, (b) any holder of a 2020 Series A Bond holding (together with one or more of its affiliates) more than 5% of the aggregate principal amount of the 2020 Series A Bonds then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any 2020 Series A Bond.

“*Lien*” means, with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

“*Make-Whole Amount*” is defined in the Eighth Supplemental Indenture.

“*Material*” means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole.

“*Material Adverse Effect*” means:

(a) when used in Sections 4, 5 and 7, a material adverse effect on (i) the business, operations, affairs, financial condition, assets or properties of the Company, (ii) the ability of the Company to perform its obligations under this Agreement, the 2020 Series A Bonds or the Indenture or (iii) the validity or enforceability of this Agreement, the 2020 Series A Bonds or the Indenture; and

(b) when used in Section 8, a material adverse effect on (i) the ability of the Company to perform its obligations under this Agreement, the 2020 Series A Bonds or the Indenture or (ii) the validity or enforceability of this Agreement, the 2020 Series A Bonds or the Indenture.

“*Member*” means each holder of a membership or other equity interest in the Company.

“*Multiemployer Plan*” means any Plan that is a “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA).

“*NAIC*” means the National Association of Insurance Commissioners or any successor thereto.

“*Non-U.S. Plan*” means any plan, fund or other similar program that (a) is established or maintained outside the United States of America by the Company or any Subsidiary primarily for the benefit of employees of the Company or one or more Subsidiaries residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code

“*OFAC*” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“*OFAC Sanctions Program*” means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

“*Officer’s Certificate*” means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

“*PBGC*” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

“*Person*” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

“*Plan*” means an “employee benefit plan” (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

“*Preferred Stock*” means any class of capital stock of a Person that is preferred over any other class of capital stock (or similar equity interests) of such Person as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such Person.

“*property*” or “*properties*” means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

“*PTE*” is defined in Section 6.2(a).

“*Purchaser*” is defined in the first paragraph of this Agreement.

“*QPAM Exemption*” is defined in Section 6.2(d).

“*Qualified Institutional Buyer*” means any Person who is a “qualified institutional buyer” within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

“*Related Fund*” means, with respect to any holder of any 2020 Series A Bond , any fund or entity that (i) invests in Securities or bank loans, and (ii) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

“*Required Holders*” means, at any time, the holders of more than 50% in principal amount of the 2020 Series A Bonds at the time outstanding (exclusive of 2020 Series A Bonds then owned by the Company or any of its Affiliates).

“*Responsible Officer*” means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

“*SEC*” means the Securities and Exchange Commission of the United States, or any successor thereto.

“*Second Amended and Restated Indenture of Trust*” is defined in Section 1.

“*Second Supplemental Indenture*” is defined in Section 1.

“*Securities*” or “*Security*” shall have the meaning specified in Section 2(1) of the Securities Act.

“*Securities Act*” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“*Senior Financial Officer*” means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

“*Seventh Supplemental Indenture*” is defined in Section 1.

“*Sixth Supplemental Indenture*” is defined in Section 1.

“*Source*” is defined in Section 6.2.

“*State Sanctions List*” means a list that is adopted by any state Governmental Authority within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

“*Subsidiary*” means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of the Company.

“*SVO*” means the Securities Valuation Office of the NAIC or any successor to such Office.

“*Synthetic Lease*” means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for United States federal income tax purposes, other than any such lease under which such Person is the lessor.

“*Third Supplemental Indenture*” is defined in Section 1.

“*Trustee*” means U.S. Bank National Association, as trustee under the Indenture, and its successors and assigns that becomes such in the manner prescribed in Article X of the Indenture.

“*UCC*” means, the Uniform Commercial Code as enacted and in effect from time to time in the state whose laws are treated as applying to the Trust Estate.

“*United States Person*” has the meaning set forth in Section 7701(a)(30) of the Code.

“*USA PATRIOT Act*” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the rules and regulations promulgated thereunder from time to time in effect.

“*U.S. Economic Sanctions Laws*” means those laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

SCHEDULE 4.11

COLLATERAL FILINGS

1. Alaska Recording District: 301 Anchorage
2. Alaska Recording District: 302 Kenai
3. Alaska Recording District: 311 Palmer
4. Alaska Recording District: 314 Seward

SCHEDULE 5.3

DISCLOSURE DOCUMENTS

1. Annual Report on Form 10-K for the fiscal year ended December 31, 2019.
2. Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2020.
3. Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2020.
4. Investor Presentation dated September 9, 2020.

SCHEDULE 5.5

FINANCIAL STATEMENTS

1. Financial statements accompanying Form 10-K of the Company filed with the SEC for the fiscal year ended December 31, 2019.
2. Financial statements accompanying Form 10-Q of the Company filed with the SEC for the fiscal quarter ended March 31, 2020.
3. Financial statements accompanying Form 10-Q of the Company filed with the SEC for the fiscal quarter ended June 30, 2020.

SCHEDULE 5.7

GOVERNMENT AUTHORIZATIONS

None.

SCHEDULE 5.15(a)

EXISTING INDEBTEDNESS

The following sets forth a list of all outstanding Indebtedness of the Company with a principal amount outstanding in excess of \$1,000,000 as of June 30, 2020.

	BALANCE	LIMIT
2011 Series A Bonds	\$178,999,997	\$178,999,997
2012 Series A Bonds	\$162,000,000	\$162,000,000
2016 CoBank Note	\$32,376,000	\$32,376,000
2017 Series A Bonds	\$34,000,000	\$34,000,000
2019 Series A Bonds	\$75,000,000	\$75,000,000
Commercial Paper	\$41,000,000	\$300,000,000
National Rural Utilities Cooperative Finance Corporation Line of Credit Agreement	\$0	\$50,000,000

SCHEDULE 5.15(b)

RESTRICTIONS ON INDEBTEDNESS

1. Second Amended and Restated Indenture of Trust, dated as of January 20, 2011, between Chugach Electric Association, Inc. and U.S. Bank National Association, as Trustee, as amended and supplemented by that First Supplemental Indenture dated as of January 20, 2011, Second Supplemental Indenture dated as of September 30, 2011, Third Supplemental Indenture dated as of January 5, 2012, Fourth Supplemental Indenture dated as of February 3, 2015, Fifth Supplemental Indenture dated as of June 30, 2016, Sixth Supplemental Indenture dated as of March 17, 2017 and Seventh Supplemental Indenture dated as of May 15, 2019.

2. Second Amended and Restated Master Loan Agreement, dated as of June 30, 2016, between Chugach Electric Association, Inc. and CoBank, ACB, as amended (the “*CoBank Master Loan Agreement*”).

3. Credit Agreement, dated as of June 13, 2016, among Chugach Electric Association, Inc., and the lenders party thereto, and National Rural Utilities Cooperative Finance Corporation, as Administrative Agent, as amended (the “*2016 Credit Agreement*”).

SCHEDULE 5.18(d)

EXCLUDABLE PROPERTY

All right, title and interest of the Company in and to each of the following:

1. Grant Agreement dated November 14, 2011, between the Company and the Alaska Energy Authority (as amended, modified, restated or supplemented from time to time);

2. Power Purchase Agreement dated as of June 21, 2011, between the Company and Fire Island Wind, LLC, a Delaware limited liability company (“*FIW*”) (as amended, modified, restated or supplemented from time to time), and Consent and Agreement dated November 30, 2011, among the Company, *FIW* and CoBank, ACB, as administrative agent, relating thereto;

3. Interconnection & Integration Agreement (I&I Agreement) dated as of September 13, 2011, between the Company and *FIW* (as amended, modified, restated or supplemented from time to time), and Consent and Agreement dated November 30, 2011, among the Company, *FIW* and CoBank, ACB, as administrative agent, relating thereto;

4. Build Transfer Agreement (“*BTA*”) dated as of November 16, 2011 among the Company, *FIW* and Cook Inlet Transmission LLC, a Delaware limited liability company (“*CIT*”), relating to the design and construction of a new transmission line (the “*New Transmission Line*”), and Consent and Agreement dated November 30, 2011, among the Company, *CIT* and CoBank, ACB, as administrative agent, relating thereto;

5. Agency Agreement, dated as of November 15, 2011, between the Company and *CIT* (as amended, modified, restated or supplemented from time to time), and Consent and Agreement dated November 30, 2011, among the Company, *CIT* and CoBank, ACB, as administrative agent, relating thereto;

6. State of Alaska Department of Transportation and Public Facilities Ted Stevens Anchorage International Airport Land Use Permit ADA-31773, dated November 18, 2011;

7. Cable Crossing Agreement between the Company, ACS Cable Systems, Inc., a Delaware corporation, and *CIT*, dated October 27, 2011;

8. Fire Island Transmission System (AIA-FI Transmission System) including that certain 34.5 kV transmission system for interconnecting the Fire Island Wind Project with the Company’s Transmission System, which shall include the Mainland Transmission Line Section, the Fire Island Transmission Line Section, and the Submarine Transmission Line Section, running from the load side of the switchgear included in the

Company's Interconnection Facilities at the Point of Change of Ownership to the International Substation;

9. The BTA facilities including (i) the Company's Interconnection Facilities; (ii) the System Upgrades, which include the AIA-FI Transmission System and the Company's International Substation Upgrades; (iii) the Company's Metering Equipment; (iv) System Protection Facilities on the high-side of the Point of Change of Ownership; and (v) the Communications Equipment, unless title to such Communications Equipment is expressly to remain with FIW or CIT pursuant to the I&I Agreement. The BTA facilities are generally depicted in Appendix A-3 to the BTA;

10. An undivided 30% interest (constituting the Company's entire interest) in the following: All rights and property interests included in the term "Property" as defined in that Purchase and Sale Agreement, effective January 1, 2016, between ConocoPhillips Alaska, Inc., as Assignor, and the Municipality of Anchorage d/b/a Municipal Light & Power and the Company, jointly and severally as Assignee, including but not limited to the oil, gas and mineral interests, royalty and net revenue interests identified therein, any rights to production relating thereto, all rights and interests in any unit areas in which such interests and production rights are included, oil and gas condensate wells relating thereto and related equipment; and

11. All energy or other output of any of the foregoing property, and all property, rights, privileges and franchises of the Company of every kind and description, real, personal or mixed, tangible or intangible, whether now owned or hereafter acquired by the Company, wherever located, including goods (including equipment, materials and supplies), accounts and general intangibles, relating solely to the foregoing property or the energy or other output of such property.

EXHIBIT A

EIGHTH SUPPLEMENTAL INDENTURE

See the Eighth Supplemental Indenture of Trust to the Second Amended and Restated Indenture of Trust, dated October 26, 2020, filed as Exhibit 4.37 to this Form 10-Q for the period ended September 30, 2020.

EXHIBIT 4.4(a)(i)

**FORM OF OPINION OF THE GENERAL COUNSEL
OF THE COMPANY**

1. The Company is an electric cooperative validly existing under Alaska law.
2. The Company has corporate power and authority to enter into, and to perform its obligations under, each of this Agreement, the Eighth Supplemental Indenture and the 2020 Series A Bonds (collectively, the "*Opinion Documents*"), and to own its properties and to carry on its business as, to our knowledge, it is now conducted.
3. The Company has authorized, by all necessary corporate action on the part of the Company, the execution and delivery of each of the Opinion Documents.
4. The Company has duly executed and delivered each of the Opinion Documents.
5. Each of the Indenture and the 2020 Series A Bonds constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
6. The execution and delivery by the Company of, and the performance by the Company of the transactions effected by, each of the Opinion Documents do not (a) violate the Company's Articles of Incorporation or Bylaws; or (b) to his knowledge, breach, or result in a default under, any existing obligation of the Company under any of the Second Amended and Restated Indenture of Trust, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the CoBank Second Amended and Restated Master Loan Agreement, as amended (each, a "*Specified Agreement*").
7. The execution and delivery by the Company of, and the performance of the transactions effected by, each of the Opinion Documents (including the issue and sale of the 2020 Series A Bonds) are not prohibited by, nor do they violate any applicable statutes or regulations of any Alaska governmental authority having jurisdiction over the Company or any of its properties, or any order of any governmental authority having jurisdiction over the Company of which he has knowledge.
8. No consent, approval, authorization, order, license, filing, registration or qualification of or with any Alaskan governmental authority having jurisdiction over the Company or any of its properties is required for execution and delivery of the Opinion Documents and consummation by the Company of the transactions effected by the Opinion Documents, including the issuance and sale of the 2020 Series A Bonds pursuant to the Indenture.

EXHIBIT 4.4(a)(ii)

**FORM OF OPINION OF ALASKA COUNSEL
TO THE COMPANY**

1. The Indenture creates in the Trustee's favor, as security for all obligations of the Company stated in the Indenture to be so secured, a valid lien on the real property described in Exhibit A of the opinion, and a security interest in fixtures included therein, to the extent that the Company has rights in the real property described in Exhibit A of the opinion.

2. The Indenture creates in the lender's favor, as security for all obligations of the Company under the Opinion Documents that are stated in the Indenture to be so secured, a security interest in the collateral described therein (except that described only by reference to "all the Company's assets" or "all the Company's personal property" or words of similar import) to the extent that (i) the Company has rights in or the power to transfer such collateral and (ii) creation of a security interest in such collateral is governed by Article 9 of the Uniform Commercial Code in effect in the State of Alaska as of the date hereof (the "*Article 9 Collateral*").

3. The Trustee has acquired, for the benefit of the Purchasers, a perfected security interest in that portion of the Article 9 Collateral in which a security interest can be perfected by filing a financing statement under the Uniform Commercial Code in effect in the State of Alaska as of the date hereof.

EXHIBIT 4.4(a)(iii)

**FORM OF OPINION OF SPECIAL COUNSEL
TO THE COMPANY**

1. The Agreement constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

2. The issue and sale of the 2020 Series A Bonds and the performance by the Company of the Agreement and the Indenture and consummation of the transactions contemplated therein will not result in any violation of the provisions of any statute or any order, rule or regulation of any New York or federal governmental authority having jurisdiction over the Company or any of its properties.

3. No consent, approval, authorization, order, license, filing, registration or qualification of or with any New York or federal governmental authority having jurisdiction over the Company or any of its properties is required for the issue and sale of the 2020 Series A Bonds or the consummation by the Company of the transactions contemplated by the Agreement or the Indenture.

4. Neither the registration of the 2020 Series A Bonds under the Securities Act nor the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, is required for the offer and sale of the 2020 Series A Bonds in the manner contemplated by the Agreement.

5. None of the transactions contemplated by the Agreement will result in a violation of Regulation T, U or X of the Federal Reserve Board.

6. The Company is not an “investment company,” or a company “controlled” by an “investment company,” under the Investment Company Act of 1940, as amended.

7. The execution and delivery by the Company of the Agreement does not result in a breach or constitute a default under the 2016 Credit Agreement, as amended.

EXHIBIT 4.4(b)

**FORM OF OPINION OF SPECIAL COUNSEL
TO PURCHASERS**

[To be provided on a case by case basis]

**FORM OF
U.S. TAX COMPLIANCE CERTIFICATE**

Reference is hereby made to the Bond Purchase Agreement dated as of October 26, 2020 (as amended, supplemented or otherwise modified from time to time, the “*Bond Purchase Agreement*”), among Chugach Electric Association, Inc., an Alaska electric cooperative and the Purchasers that are signatories thereto.

Unless otherwise defined herein, capitalized terms defined in the Bond Purchase Agreement and used herein have the meanings given to them in the Bond Purchase Agreement.

Pursuant to the provisions of Section 14.2(b) of the Bond Purchase Agreement, the undersigned hereby certifies that:

- (i) it is the sole record and beneficial owner of the 2020 Series A Bonds in respect of which it is providing this certificate;
- (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code;
- (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code; and
- (iv) it is not a controlled foreign corporation related to the Issuer as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Company with a certificate of its non-U.S. Person status on IRS W-8BEN-E or IRS W-8-ECI.

[PURCHASER]

By: _____
Name: _____
Title: _____

Date: _____, [•]

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-1
\$45,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, or registered assigns, the principal sum of FORTY-FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

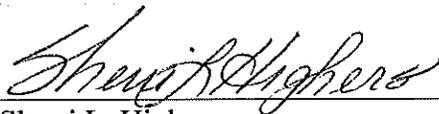
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

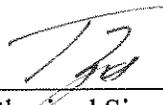
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-2
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

Name: Sherril Highers
Sherril Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-3
\$45,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to COBANK, ACB, or registered assigns, the principal sum of FORTY-FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

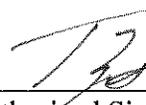
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-4
\$20,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TWENTY MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-5
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

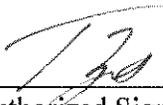
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-6
\$6,335,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of SIX MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

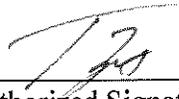
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-7
\$2,665,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TWO MILLION SIX HUNDRED SIXTY-FIVE THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-8
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherril Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-9
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

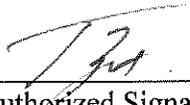
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-10
\$21,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to METLIFE INSURANCE K.K., or registered assigns, the principal sum of TWENTY-ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

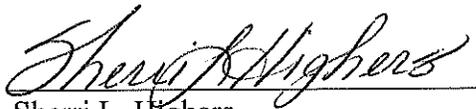
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-11
\$4,200,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to METROPOLITAN TOWER LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FOUR MILLION TWO HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

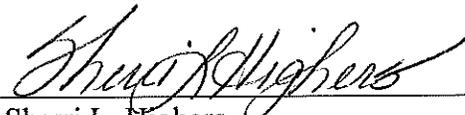
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-12
\$1,600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK MARINE AND GENERAL INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-13
\$3,200,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to AMERICAN FIDELITY ASSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION TWO HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-14
\$55,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIFTY-FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

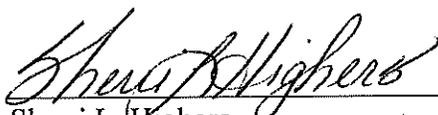
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-15
\$5,800,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY, or registered assigns, the principal sum of FIVE MILLION EIGHT HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 

Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-16
\$4,600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to SECURITY LIFE OF DENVER INSURANCE COMPANY, or registered assigns, the principal sum of FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

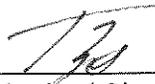
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-17
\$3,600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to RELIASTAR LIFE INSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION SIX HUNDRED DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-18
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to AMERICAN FIDELITY ASSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-19
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to EVEREST REINSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-20
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to COMPSOURCE MUTUAL INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-21
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to KANSAS CITY LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

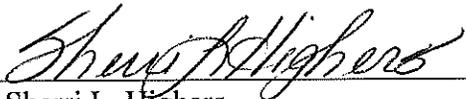
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-22
\$40,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to **TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA**, or registered assigns, the principal sum of **FORTY MILLION DOLLARS** (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

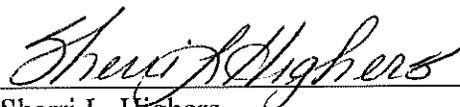
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

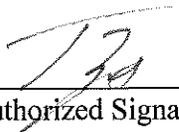
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-23
\$5,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY AND LIFE COMPANY, or registered assigns, the principal sum of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-24
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

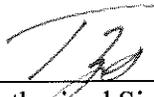
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-25
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-26
\$3,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC F/B/O JACKSON NATIONAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-27
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

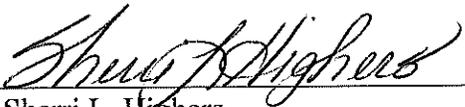
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-28
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

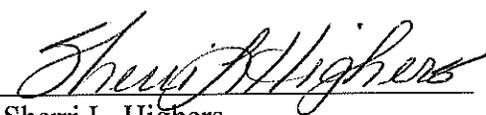
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-29
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

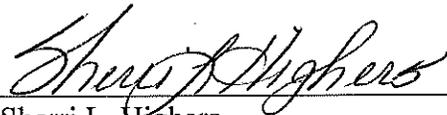
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-30
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to BANNER LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

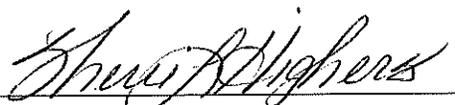
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-31
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to BANNER LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

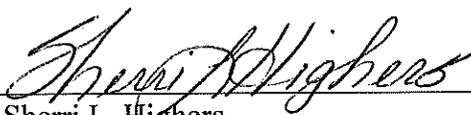
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-32
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

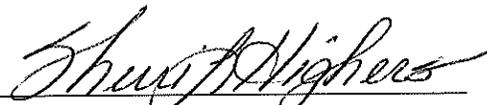
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

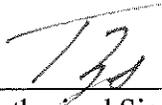
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-33
\$7,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SEVEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

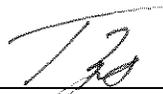
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-34
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

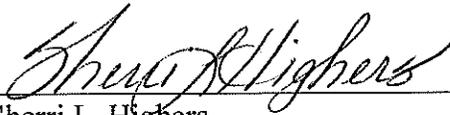
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-35
\$4,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA LIFE (BERMUDA) LTD, or registered assigns, the principal sum of FOUR MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

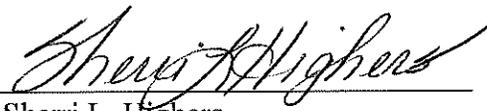
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

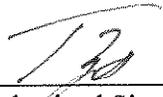
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-36
\$7,420,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HSBC LIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of SEVEN MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

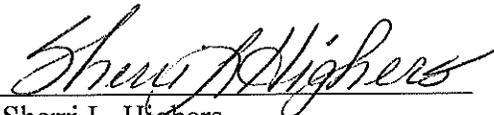
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-37
\$4,980,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HSBC LIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of FOUR MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

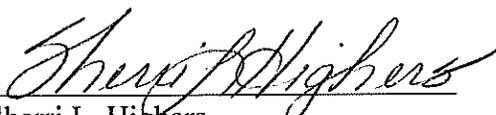
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-38
\$1,670,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HSBC LIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of ONE MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

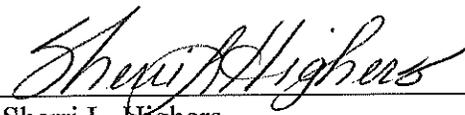
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

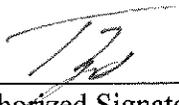
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-39
\$930,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to **HANG SENG INSURANCE COMPANY LIMITED**, or registered assigns, the principal sum of **NINE HUNDRED THIRTY THOUSAND DOLLARS** (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

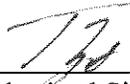
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherril Highers*
Name: Sherril L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-40
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

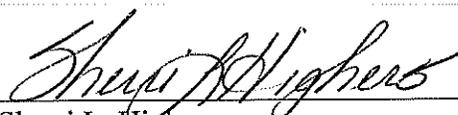
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 

Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-41
\$2,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANULIFE LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

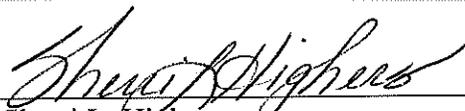
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-42
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANULIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

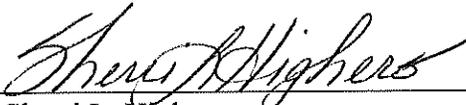
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

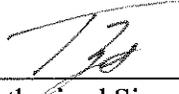
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-43
\$2,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANULIFE (SINGAPORE) PTE. LTD., or registered assigns, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

Name: Sherril Highers
Sherril L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-44
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANUFACTURERS LIFE REINSURANCE LIMITED, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-45
\$16,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THRIVENT FINANCIAL FOR LUTHERANS, or registered assigns, the principal sum of SIXTEEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 

Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-46
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

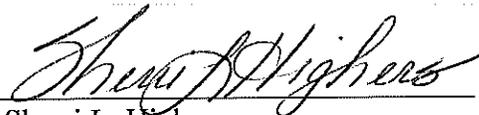
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-47
\$2,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION, or registered assigns, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

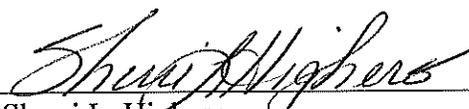
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-48
\$500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI30C), or registered assigns, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

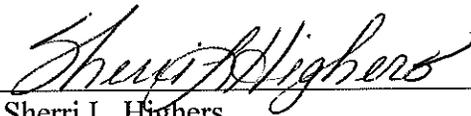
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

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

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-49
\$12,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to PRINCIPAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWELVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

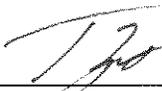
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

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

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-50
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to PRINCIPAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-51
\$19,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC, or registered assigns, the principal sum of NINETEEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

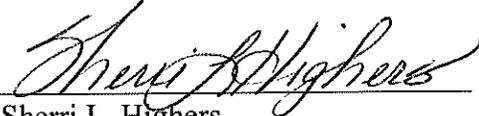
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-52
\$7,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to **EQUITABLE FINANCIAL LIFE INSURANCE COMPANY**, or registered assigns, the principal sum of **SEVEN MILLION DOLLARS** (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

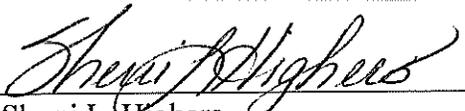
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-53
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO, LLC HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-54
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

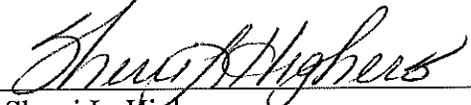
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

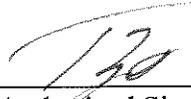
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-55
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

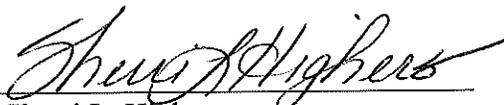
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 

Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-56
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

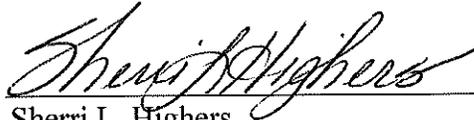
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

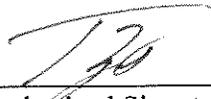
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-57
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MAC & CO., AS NOMINEE FOR PACIFIC LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

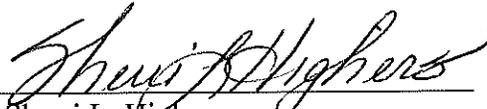
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

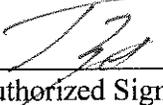
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-58
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

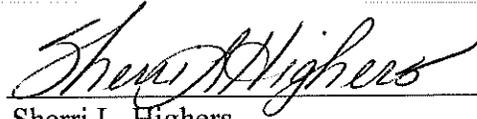
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

A handwritten signature in cursive script, reading "Sherri L. Highers", written over a horizontal line.

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-59
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-60
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC., or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

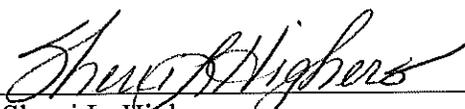
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-61
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to UNITED OF OMAHA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

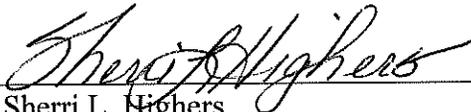
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-62
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to UNITED OF OMAHA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

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

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-63
\$8,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of EIGHT MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

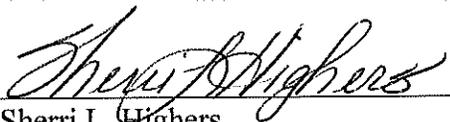
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

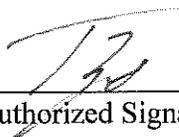
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-64
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE STATE LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

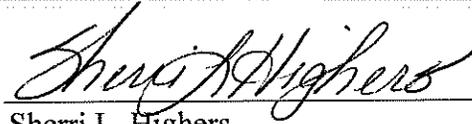
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

A handwritten signature in cursive script, reading "Sherri L. Highers", written over a horizontal line.

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-65
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE STATE LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

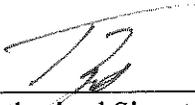
By:

Name: Sherril Highers
Sherril Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-66
\$5,400,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC FOR THE BENEFIT OF AMERITAS LIFE INSURANCE CORP., or registered assigns, the principal sum of FIVE MILLION FOUR HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

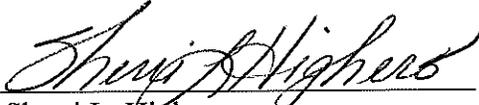
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-67
\$600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC FOR THE BENEFIT OF AMERITAS LIFE INSURANCE CORP. OF NEW YORK, or registered assigns, the principal sum of SIX HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

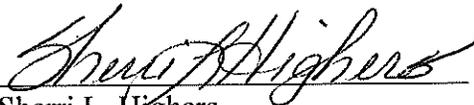
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-68
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to SUNRISE CAPTIVE RE, LLC, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

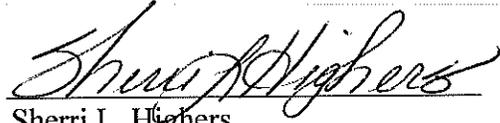
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:



Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-69
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

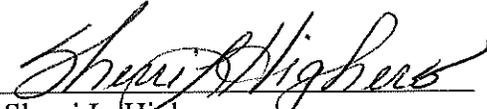
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-70
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to COUNTRY MUTUAL INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

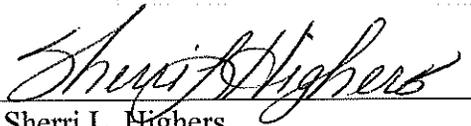
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-71
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC FOR BENEFIT OF NASSAU LIFE INSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

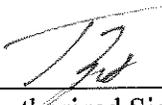
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 

Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-72
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to ELL & CO AS NOMINEE FOR AMERICAN FAMILY LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

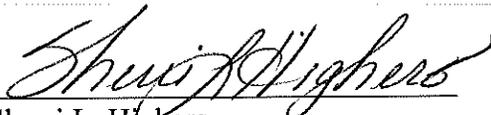
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-73
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to DESERET TRUST COMPANY AS NOMINEE FOR BENEFICIAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-74
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TURNKEYS & CO, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

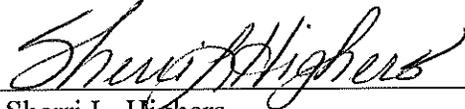
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-75
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE EQUITABLE LIFE INSURANCE COMPANY OF CANADA, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-76
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to ELL & CO, F/B/O SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

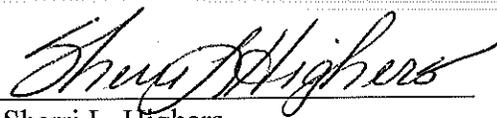
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

A handwritten signature in cursive script, reading "Sherri L. Highers", written over a horizontal line.

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-77
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO. F/B/O FARM BUREAU LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

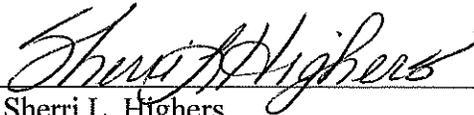
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-1
\$45,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, or registered assigns, the principal sum of FORTY-FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

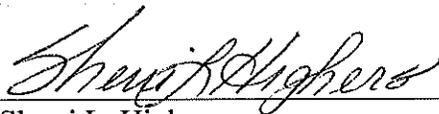
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

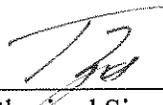
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-2
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

Name: Sherril Highers
Sherril Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-3
\$45,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to COBANK, ACB, or registered assigns, the principal sum of FORTY-FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

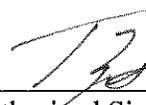
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-4
\$20,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TWENTY MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-5
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

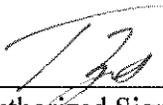
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-6
\$6,335,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of SIX MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

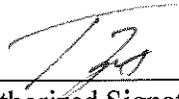
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-7
\$2,665,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TWO MILLION SIX HUNDRED SIXTY-FIVE THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-8
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherril Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-9
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

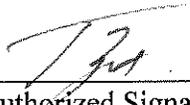
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-10
\$21,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to METLIFE INSURANCE K.K., or registered assigns, the principal sum of TWENTY-ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

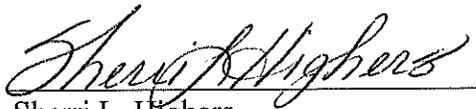
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-11
\$4,200,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to METROPOLITAN TOWER LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FOUR MILLION TWO HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

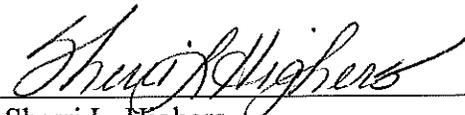
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-12
\$1,600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK MARINE AND GENERAL INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-13
\$3,200,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to AMERICAN FIDELITY ASSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION TWO HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-14
\$55,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIFTY-FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

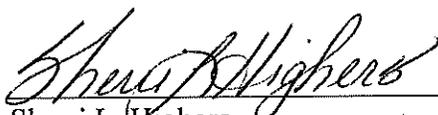
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-15
\$5,800,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY, or registered assigns, the principal sum of FIVE MILLION EIGHT HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-16
\$4,600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to SECURITY LIFE OF DENVER INSURANCE COMPANY, or registered assigns, the principal sum of FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

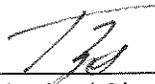
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-17
\$3,600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to RELIASTAR LIFE INSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION SIX HUNDRED DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-18
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to AMERICAN FIDELITY ASSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-19
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to EVEREST REINSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-20
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to COMPSOURCE MUTUAL INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-21
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to KANSAS CITY LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

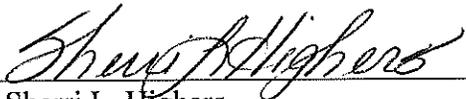
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-22
\$40,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to **TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA**, or registered assigns, the principal sum of **FORTY MILLION DOLLARS** (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

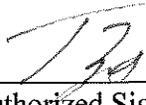
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-23
\$5,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY AND LIFE COMPANY, or registered assigns, the principal sum of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-24
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

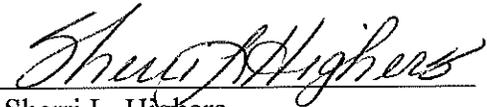
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

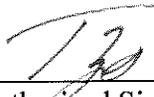
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-25
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-26
\$3,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC F/B/O JACKSON NATIONAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-27
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

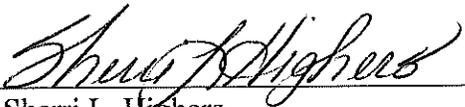
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-28
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

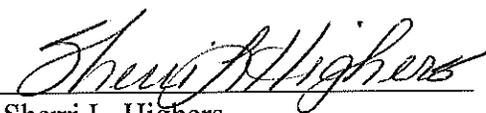
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-29
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO F/B/O ATHENE ANNUITY & LIFE ASSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

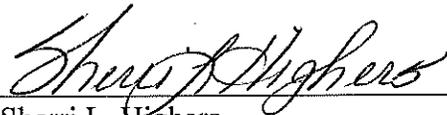
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-30
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to BANNER LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

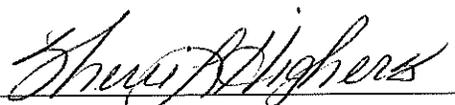
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-31
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to BANNER LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

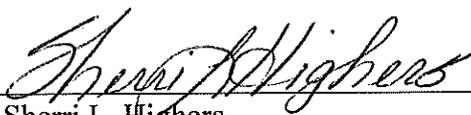
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-32
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

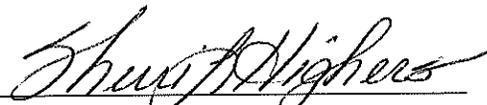
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

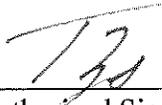
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-33
\$7,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SEVEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-34
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

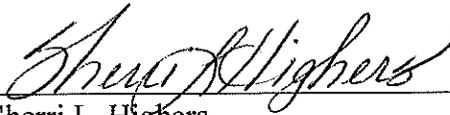
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

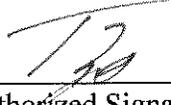
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-35
\$4,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TRANSAMERICA LIFE (BERMUDA) LTD, or registered assigns, the principal sum of FOUR MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

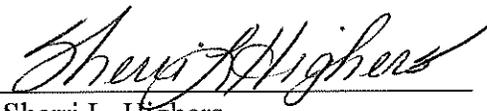
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

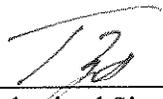
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-36
\$7,420,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HSBC LIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of SEVEN MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-37
\$4,980,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HSBC LIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of FOUR MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

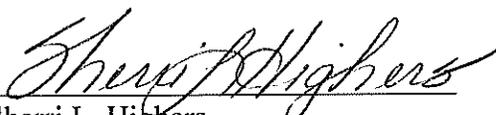
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-38
\$1,670,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HSBC LIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of ONE MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

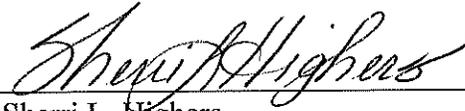
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

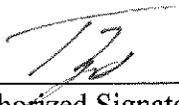
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-39
\$930,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to **HANG SENG INSURANCE COMPANY LIMITED**, or registered assigns, the principal sum of **NINE HUNDRED THIRTY THOUSAND DOLLARS** (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

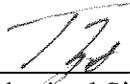
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherril Highers*
Name: Sherril L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-40
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

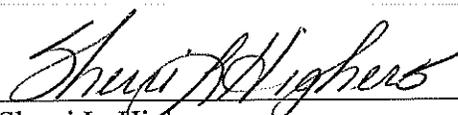
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-41
\$2,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANULIFE LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

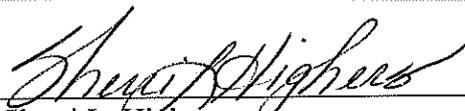
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-42
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANULIFE (INTERNATIONAL) LIMITED, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

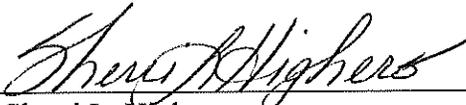
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

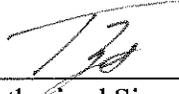
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-43
\$2,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANULIFE (SINGAPORE) PTE. LTD., or registered assigns, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

Name: Sherril Highers
Sherril L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-44
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MANUFACTURERS LIFE REINSURANCE LIMITED, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-45
\$16,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THRIVENT FINANCIAL FOR LUTHERANS, or registered assigns, the principal sum of SIXTEEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-46
\$10,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

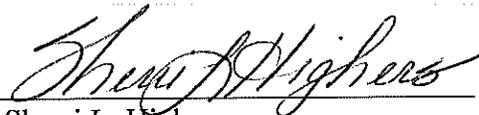
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-47
\$2,500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION, or registered assigns, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

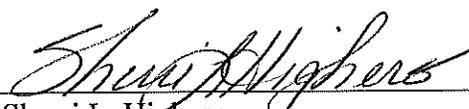
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-48
\$500,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI30C), or registered assigns, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

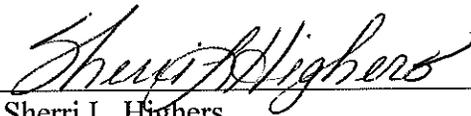
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

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

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-49
\$12,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, CHUGACH ELECTRIC ASSOCIATION, INC. (herein called the "Company"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to PRINCIPAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWELVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

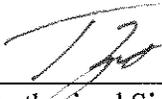
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

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

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-50
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to PRINCIPAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

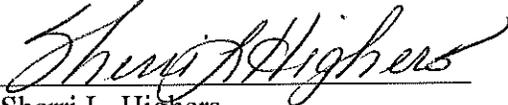
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-51
\$19,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC, or registered assigns, the principal sum of NINETEEN MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

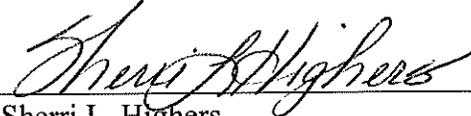
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-52
\$7,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to **EQUITABLE FINANCIAL LIFE INSURANCE COMPANY**, or registered assigns, the principal sum of **SEVEN MILLION DOLLARS** (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

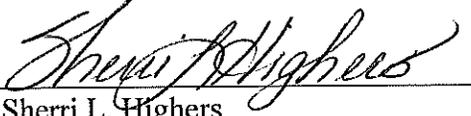
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-53
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO, LLC HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-54
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

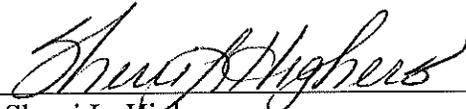
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

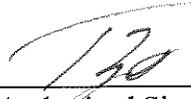
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-55
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

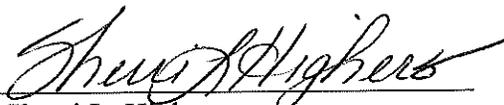
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-56
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

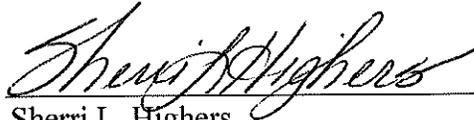
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

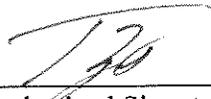
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-57
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to MAC & CO., AS NOMINEE FOR PACIFIC LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

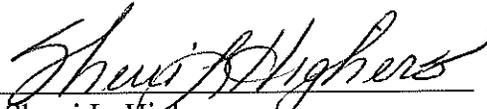
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

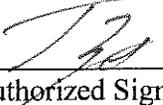
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-58
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

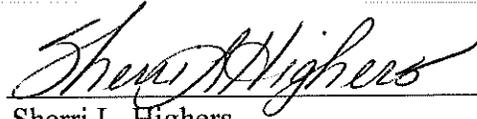
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

A handwritten signature in cursive script, reading "Sherri L. Highers", written over a horizontal line.

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-59
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, CHUGACH ELECTRIC ASSOCIATION, INC. (herein called the "Company"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-60
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC., or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

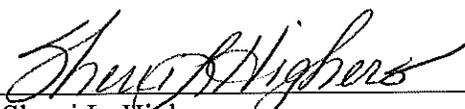
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-61
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to UNITED OF OMAHA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

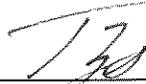
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-62
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to UNITED OF OMAHA LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: *Sherri L. Highers*
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-63
\$8,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of EIGHT MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

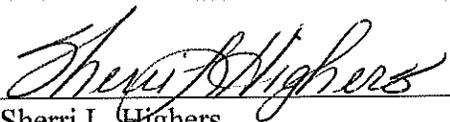
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

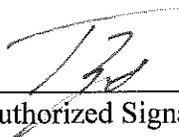
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-64
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE STATE LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

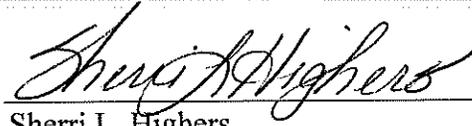
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:



Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-65
\$6,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE STATE LIFE INSURANCE COMPANY, or registered assigns, the principal sum of SIX MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

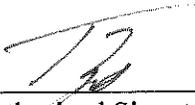
By:

Name: Sherril Highers
Sherril Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 

Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-66
\$5,400,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC FOR THE BENEFIT OF AMERITAS LIFE INSURANCE CORP., or registered assigns, the principal sum of FIVE MILLION FOUR HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

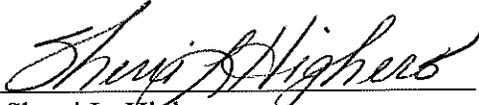
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-67
\$600,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC FOR THE BENEFIT OF AMERITAS LIFE INSURANCE CORP. OF NEW YORK, or registered assigns, the principal sum of SIX HUNDRED THOUSAND DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

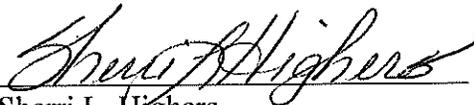
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-68
\$5,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to SUNRISE CAPTIVE RE, LLC, or registered assigns, the principal sum of FIVE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

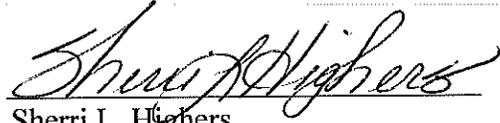
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:



Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-69
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to HARE & CO., LLC, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

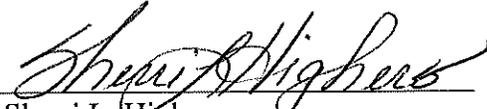
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-70
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to COUNTRY MUTUAL INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-71
\$3,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to CUDD & CO. LLC FOR BENEFIT OF NASSAU LIFE INSURANCE COMPANY, or registered assigns, the principal sum of THREE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

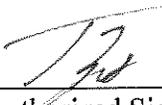
IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 

Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-72
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to ELL & CO AS NOMINEE FOR AMERICAN FAMILY LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

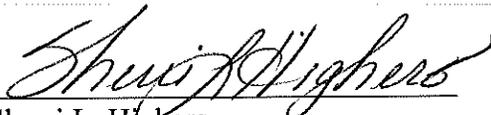
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-73
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to DESERET TRUST COMPANY AS NOMINEE FOR BENEFICIAL LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-74
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to TURNKEYS & CO, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

- (a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

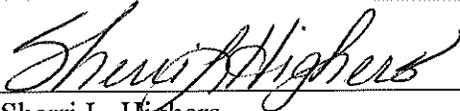
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-75
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to THE EQUITABLE LIFE INSURANCE COMPANY OF CANADA, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

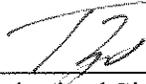
By:

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-76
\$2,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to ELL & CO, F/B/O SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY, or registered assigns, the principal sum of TWO MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

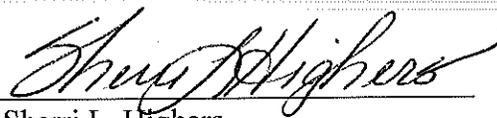
agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By:

A handwritten signature in cursive script, reading "Sherri L. Highers", written over a horizontal line.

Name: Sherri L. Highers

Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

THIS 2020 SERIES A BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM EXCEPT UNDER CIRCUMSTANCES WHERE NEITHER SUCH REGISTRATION NOR SUCH EXEMPTION IS REQUIRED BY LAW.

THE COMPANY IS PERSONALLY OBLIGATED AND FULLY LIABLE FOR THE AMOUNT DUE UNDER THIS 2020 SERIES A BOND AND, SUBJECT TO THE PROVISIONS OF THE INDENTURE, THE HOLDER HAS THE RIGHT TO SUE ON THIS BOND AND OBTAIN A PERSONAL JUDGMENT AGAINST THE COMPANY FOR SATISFACTION OF THE AMOUNT DUE HEREUNDER EITHER BEFORE OR AFTER A FORECLOSURE OF THE INDENTURE UNDER ALASKA STATUTES 09.45.170 - 09.45.220.

CHUGACH ELECTRIC ASSOCIATION, INC.

**FIRST MORTGAGE BONDS,
2020 SERIES A, TRANCHE B, DUE OCTOBER 30, 2050**

**NO. RB-77
\$1,000,000**

**ISSUANCE DATE: OCTOBER 26, 2020
PPN: 171265C#6**

FOR VALUE RECEIVED, the undersigned, **CHUGACH ELECTRIC ASSOCIATION, INC.** (herein called the "*Company*"), an electric cooperative organized and existing under the laws of the State of Alaska, hereby promises to pay to GERLACH & CO. F/B/O FARM BUREAU LIFE INSURANCE COMPANY, or registered assigns, the principal sum of ONE MILLION DOLLARS (or so much thereof as shall not have been redeemed) on October 30, 2050, with interest computed on the basis of a 360-day year of twelve 30-day months (a) on the unpaid balance hereof at a rate of 2.91% per annum (plus, upon the occurrence and during the continuation of an Interest Rate Adjustment Event (as hereinafter defined), an additional 2% per annum) from the date hereof, payable semiannually on the 30th day of each April and October commencing on April 30, 2021, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment (including any overdue payment on redemption) of principal, any overdue payment of interest, any overdue payment of any Make-Whole Amount (as defined in the Eighth Supplemental Indenture referred to below), payable semiannually as aforesaid (or, at the option of the registered Holder hereof, on demand), at the Default Rate (as defined in the Eighth Supplemental Indenture referred to below).

"Interest Rate Adjustment Event" means the occurrence of any of the following:

(a) the Company defaults in the performance of Section 7.1(a) or (b) or Section 7.2 of the Bond Purchase Agreement (as defined below); or

(b) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in the Indenture or the Bond Purchase Agreement (as defined below) or in any writing furnished in connection with the transactions contemplated by the Eighth Supplemental Indenture (referred to below) proves to have been false or incorrect in any material respect on the date as of which made and, with respect to representations and warranties made after the date hereof, for which accurate information has not since been provided in writing to the Holder of this Bond.

Subject to Section 11 of the Bond Purchase Agreement (defined below), payments of principal of, interest on, and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America in accordance with the terms of the Indenture.

This Bond is one of the 2020 Series A, Tranche B Bonds due October 30, 2050 (herein called the "*Bonds*") issued pursuant to the Eighth Supplemental Indenture, dated as of October 26, 2020 (as from time to time amended, the "*Eighth Supplemental Indenture*"), between the Company and the Trustee named therein which supplements the Second Amended and Restated Indenture of Trust, dated as of January 20, 2011 (as amended and supplemented from time to time, the "*Indenture*"), and is entitled to the benefits thereof and the Bond Purchase Agreement, dated as of October 26, 2020, between the Company and the purchasers listed in Schedule A thereto (the "*Bond Purchase Agreement*"). Each Holder of this Bond will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) made the representations set forth in Section 6 of the Bond Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Bond shall have the respective meanings ascribed to such terms in the Eighth Supplemental Indenture.

This Bond shall be registered in the name of the Holder hereof. This Bond is transferable, as provided in the Indenture, only upon the registration books of the Company maintained by the Obligation Registrar, which shall be the Trustee, kept at its principal office, upon presentation at said office of this Bond with the written request of the registered owner hereof or its attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Obligation Registrar duly executed by the registered owner or its duly authorized attorney.

The Bonds shall be issued as fully registered Bonds without coupons and in minimum denominations of \$1.00 and any integral multiple of \$1.00 in excess thereof. The Trustee may impose a charge sufficient to reimburse the Company or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond. The cost, if any, of preparing each new Bond issued upon such exchange or transfer, and any other expenses of the Company or the Trustee incurred in connection therewith, shall be paid by in accordance with Section 3.7 of the Indenture.

The Company will make the required sinking fund and mandatory redemptions of principal on this Bond on the dates and in the amount specified in the Eighth Supplemental Indenture. This Bond is also subject to optional redemption, in whole or from time to time in part, at the times and on the terms specified in the Eighth Supplemental Indenture, but not otherwise.

If an Event of Default under the Indenture occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence, then, in addition to paying the Holder hereof the entire unpaid principal amount of this Bond and all accrued and unpaid interest hereon (including, but not limited to, interest accrued hereon at the Default Rate), the Company shall pay to the Holder hereof (to the full extent permitted by applicable law) an amount equal to the Make-Whole Amount determined in respect of such principal amount.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Bond Purchase Agreement.

All acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to make the 2020 Series A Bonds issued under the Indenture, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, in accordance with its terms, have been done and taken.

It is the intention of the Holder to comply with the usury laws of the State of Alaska and of the United States of America. This Bond is hereby expressly limited such that in no contingency or event whatsoever, whether by reason of acceleration, redemption, or otherwise, shall the amount of interest contracted for, charged or received by the Holder for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the highest maximum rate permitted by applicable law. If fulfillment of any provisions hereof, at the time of performance of such provisions shall be due, shall involve transcending the valid limits prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum rate allowed by applicable law. If any Holder receives as interest an amount which will exceed the maximum rate allowed by applicable law, such amount shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness owed to Holder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded. To the extent not prohibited by applicable law, determination of the maximum rate allowed by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the full term of this Bond, all interest at any time contracted for, charged or received from the Company in connection with this Bond, so that the actual rate of interest on account of such indebtedness is uniform throughout the term of this Bond. The terms of this paragraph shall control and supersede any other provisions of this Bond.

This Bond shall be construed in accordance with and governed by the law of the State of Alaska.

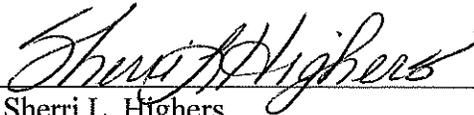
No covenant or agreement contained in this Bond, the Indenture or the Eighth Supplemental Indenture shall be deemed to be a covenant or agreement of any official, officer,

agent or employee of the Company in his or her individual capacity, and no officer of the Company executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be entitled to any benefit under the Indenture or be valid until this Bond shall have been authenticated by the execution by the Trustee, or its successor as Trustee, of the Certificate of Authentication inscribed hereon.

IN WITNESS WHEREOF, the Company has caused this Bond to be executed by a duly authorized officer of the Company.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: 
Name: Sherri L. Highers
Title: Executive Vice President,
Finance and Administration
and Chief Financial Officer

This is one of the Obligations of the series and tranche designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:  _____
Authorized Signatory

Date of Authentication: October 26, 2020

After Recording Return to:
Stinson LLP
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402
Attention: Tammie S. Ptacek, Partner

NINTH SUPPLEMENTAL INDENTURE
(to that certain Second Amended and Restated Indenture of Trust,
dated as of January 20, 2011, as amended)

Dated as of October 30, 2020

BETWEEN

CHUGACH ELECTRIC ASSOCIATION, INC.,
5601 Electron Drive, Anchorage, Alaska 99519,

TRUSTOR

AND

U.S. BANK NATIONAL ASSOCIATION,
1420 Fifth Avenue, 7th Floor, Seattle, Washington 98101
Attn: Corporate Trust Services,

TRUSTEE

FIRST MORTGAGE OBLIGATIONS

THIS INSTRUMENT CONSTITUTES A DEED OF TRUST, SECURITY
AGREEMENT AND FIXTURE FILING COVERING REAL AND PERSONAL
PROPERTY (INCLUDING AFTER-ACQUIRED PROPERTY) OF A
TRANSMITTING UTILITY, AND CONTAINS A FUTURE ADVANCE
PROVISION

THIS NINTH SUPPLEMENTAL INDENTURE OF TRUST (hereinafter called this “Ninth Supplemental Indenture”), dated as of October 30, 2020, is between **CHUGACH ELECTRIC ASSOCIATION, INC.**, an Alaska electric cooperative, as Trustor (hereinafter called the “Company”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized under the laws of the United States, as Trustee (hereinafter called the “Trustee”).

RECITALS OF THE COMPANY

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Second Amended and Restated Indenture of Trust, dated as of January 20, 2011, as amended by the First Supplemental Indenture dated as of January 20, 2011, the Second Supplemental Indenture dated as of September 30, 2011, the Third Supplemental Indenture dated as of January 5, 2012, the Fourth Supplemental Indenture dated as of February 3, 2015, the Fifth Supplemental Indenture dated as of June 30, 2016, the Sixth Supplemental Indenture dated as of March 17, 2017, the Seventh Supplemental Indenture dated as of May 15, 2019, and the Eighth Supplemental Indenture dated as of October 26, 2020 (as so amended, the “*Original Indenture*,” which is filed of record as shown on Exhibit A hereto), for the purpose of providing for the authentication and delivery of Obligations by the Trustee from time to time under the Original Indenture. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Original Indenture. The Original Indenture, as heretofore, hereby and hereafter supplemented, may herein be referred to as the “*Indenture*”;

WHEREAS, the Board of Directors of the Company has authorized and approved the Acquisition and the related financing thereof, and in connection therewith, the Company desires to execute this Ninth Supplemental Indenture for the purpose of adding certain property acquired from the Municipality of Anchorage to Exhibit A to the Indenture, and the Company has complied or will comply with all provisions required in connection therewith provided for in the Indenture;

WHEREAS, Section 13.1 of the Indenture provides that, without the consent of the Holders of any of the Obligations at the time Outstanding, the Company, when authorized by a Board Resolution, and the Trustee, may enter into supplemental indentures for the purposes of and subject to the conditions set forth in such Section 13.1, and this Ninth Supplemental Indenture is permitted pursuant to provisions of Section 13.1(a); and

WHEREAS, the execution and delivery of this Ninth Supplemental Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, and in consideration of the premises thereof and

hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Trustee, and its successors and assigns in the trust created thereby and hereby, in trust, all property, rights, privileges and franchises (other than Excepted Property and Excludable Property) of the Company, whether now owned or hereafter acquired, of the character described in the Granting Clauses of the Indenture, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture, including, without limitation, all of those fee and leasehold interests in real property, if any, which may hereafter be constructed or acquired by it, but subject to all exceptions, reservations and matters of the character therein referred to, and expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as “Excepted Property” or “Excludable Property” in the Indenture to the extent contemplated thereby.

PROVIDED, HOWEVER, that if, upon the occurrence of an Event of Default under the Indenture, the Trustee, or any separate trustee or co-trustee appointed under Section 10.14 of the Indenture or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in paragraphs (a) through (g), inclusive, of “Excepted Property” in the Indenture then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in paragraphs (h) through (k), inclusive, of “Excepted Property” in the Indenture, upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Indenture.

The Company may, however, pursuant to Granting Clause Third of the Indenture, subject to the lien of the Indenture any Excepted Property, whereupon the same shall cease to be Excepted Property.

TO HAVE AND TO HOLD all said property, rights, privileges and franchises hereby and hereafter (by a Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

SUBJECT, HOWEVER, to (i) Permitted Encumbrances, (ii) to the extent permitted by Section 14.6 of the Indenture, as to property hereafter acquired, (a) any duly recorded or perfected Prior Lien that may exist thereon at the date of the acquisition thereof by the Company, and (b) purchase money mortgages, other purchase money liens, chattel mortgages, security agreements, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof, and (iii) defects of title to and encumbrances on property as shown on Exhibit A of the Indenture and existing on the date hereof.

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

UPON CONDITION that, until the happening of an Event of Default and subject to the provisions of Article 6 of the Indenture and not in limitation of the rights elsewhere provided in the Indenture, the Company shall be permitted and have the right to possess, use, operate and enjoy the Trust Estate, except cash, securities and other personal property deposited, or required to be deposited, with the Trustee and to, explore for, mine, extract, produce and dispose of coal, ore, gas, oil and other minerals or natural resources, to harvest standing timber and to collect, receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate or the operation of the property constituting part of the Trust Estate.

AND IT IS HEREBY COVENANTED AND DECLARED that the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

All words and phrases defined in the Indenture shall have the same meaning in this Ninth Supplemental Indenture, including any exhibit hereto, except as otherwise appears herein and in this Article or unless the context clearly requires otherwise. In addition, the following terms have the following meaning in this Ninth Supplemental Indenture unless the context clearly requires otherwise.

“Acquisition” means the consummation by the Company of the acquisition of the assets of Municipal Light & Power from the Municipality of Anchorage pursuant to the

Asset Purchase and Sale Agreement, dated effective December 28, 2018, between the Company and the Municipality of Anchorage, Alaska, as amended and in effect from time to time.

ARTICLE II

THE SUBJECT PROPERTY AND CERTAIN PROVISIONS RELATING THERETO

Section 2.1 Subject Property. The Company's interest in the property legally described in Exhibit B attached hereto (other than Permitted Exceptions described in such Exhibit B), including the Company's interest in all improvements thereon and appurtenances thereto, is in all respects subject to the lien of the Indenture in the same manner and to the same extent as all other property legally described in Exhibit A to the Indenture.

Section 2.2 Amendments. Exhibit A to the Indenture is hereby amended to include the additional property and Permitted Exceptions set forth in Exhibit B attached hereto.

ARTICLE III

OUTSTANDING SECURED OBLIGATIONS

Section 3.1 Principal Amount Presently To Be Outstanding. The Obligations Outstanding under the Indenture as of the date hereof consist of: \$178,999,997 aggregate principal amount of First Mortgage Bonds, 2011 Series A; \$162,000,000 aggregate principal amount of First Mortgage Bonds, 2012 Series A; \$30,552,000 aggregate principal amount of 2016 CoBank Note; \$34,000,000 aggregate principal amount of First Mortgage Bonds, 2017 Series A; \$75,000,000 aggregate principal amount of First Mortgage Bonds, 2019 Series A; and \$800,000,000 aggregate principal amount of First Mortgage Bonds, 2020 Series A issued pursuant to the Eighth Supplemental Indenture.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Supplemental Indenture. This Ninth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Indenture, and shall form a part thereof, and the Indenture, as hereby supplemented, modified, and amended, is hereby confirmed.

Section 4.2 Recitals. All recitals in this Ninth Supplemental Indenture are made by the Company only and not by the Trustee and are incorporated herein; and all of the provisions contained in the Original Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

Section 4.3 Successors and Assigns. Whenever in this Ninth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles 10 and 12 of the Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements contained in this Ninth Supplemental Indenture by or on behalf of the Company, or by or on behalf of the Trustee, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

Section 4.4 No Rights, Remedies, Etc. Nothing in this Ninth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Ninth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Ninth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

Section 4.5 Severability. Any provision of this Ninth Supplemental Indenture held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 4.6 Governing Law. This Ninth Supplemental Indenture shall be construed in accordance with and governed by the law of the State of Alaska.

Section 4.7 Counterparts. This Ninth Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument. Facsimile signatures and signature pages provided in the form of a “pdf” or similar imaged document transmitted by electronic transmission (including .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the Company and reasonably available at no undue burden or expense to the Trustee) shall be deemed original signatures for all purposes hereunder. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable Person. The Trustee shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

Section 4.8 Security Agreement; Mailing Address. To the extent permitted by applicable law, this Ninth Supplemental Indenture shall be deemed to be a security agreement and financing statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code.

The mailing address of the Company, as debtor, is:

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, Alaska 99519

and the mailing address of the Trustee, as secured party, is:

U.S. Bank National Association, as Trustee
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101
Attention: Corporate Trust Services

Additionally, this Ninth Supplemental Indenture shall, if appropriate, be an amendment to the financing documents previously filed in connection with the Indenture. The Company is authorized to execute and file as appropriate instruments under the Uniform Commercial Code to either create a security interest or amend any security interest heretofore created.

[Remainder of page intentionally left blank; signature pages follow.]

EXHIBIT A

SCHEDULE OF RECORDING INFORMATION

Document	Recording District	Recording Date.	Recording No.
Indenture of Trust	Anchorage Kenai Palmer Seward	September 25, 1991 September 25, 1991 September 25, 1991 September 25, 1991	Book 2195, Page 178 Book 389, Page 637 Book 663, Page 167 Book 62, Page 351
Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	January 20, 2011 January 20, 2011 January 20, 2011 January 20, 2011	2011-003688-0 2011-000608-0 2011-001410-0 2011-000062-0
First Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	January 20, 2011 January 20, 2011 January 20, 2011 January 20, 2011	2011-003689-0 2011-000609-0 2011-001411-0 2011-000063-0
Second Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	October 10, 2011 October 10, 2011 October 10, 2011 October 10, 2011	2011-048750-0 2011-009565-0 2011-019671-0 2011-001198-0
Third Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	January 10, 2012 January 10, 2012 January 10, 2012 January 10, 2012	2012-001554-0 2012-000310-0 2012-000586-0 2012-000029-0
Fourth Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	February 9, 2015 February 9, 2015 February 9, 2015 February 9, 2015	2015-005159-0 2015-000906-0 2015-002154-0 2015-000090-0
Fifth Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	June 29, 2016 June 29, 2016 June 29, 2016 June 29, 2016	2016-026065-0 2016-005600-0 2016-013143-0 2016-000626-0
Sixth Supplemental Indenture to Second	Anchorage Kenai	March 16, 2017 March 16, 2017	2017-009779-0 2017-001625-0

Amended and Restated Indenture of Trust	Palmer Seward	March 16, 2017 March 16, 2017	2017-004701-0 2017-000235-0
Seventh Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	May 14, 2019 May 14, 2019 May 14, 2019 May 14, 2019	2019-015412-0 2019-003894-0 2019-009399-0 2019-000461-0
Eighth Supplemental Indenture to Second Amended and Restated Indenture of Trust	Anchorage Kenai Palmer Seward	October 22, 2020 October 22, 2020 October 22, 2020 October 22, 2020	2020-049881-0 2020-010457-0 2020-027077-0 2020-001173-0

EXHIBIT B
TO NINTH SUPPLEMENTAL INDENTURE OF TRUST
(ADDITIONAL REAL PROPERTY INCLUDED IN TRUST ESTATE AND
PERMITTED EXCEPTIONS)

Additional Real Property Included in Trust Estate

Parcel 36 – 201 East 2nd Avenue, Anchorage, AK (File #3499893)

Lot 7B and 8A, Block 120, DOWNTOWN ANCHORAGE URBAN RENEWAL AREA, according to the official plat thereof, filed under Plat Number 78-170, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 37 - 13th & Gambell Street, Anchorage, AK (File #3513955)

The West Forty-seven feet (W 47') of Lot 3, Block 18D, THIRD ADDITION TO THE TOWNSITE OF ANCHORAGE, according to the official plat thereof, filed under Plat Number C-10A, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 38 - 2235 Arctic Boulevard, Anchorage, AK (File #3520670)

Lot 7A, METEOR HEIGHTS, according to the official plat thereof, filed under Plat Number 84-143, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 39 – 101 North Sitka Street, Anchorage, AK (File #3524613)

Lot 12, Block 1, ANCHORAGE INDUSTRIAL PARK SUBDIVISION, according to the official plat thereof, filed under Plat Number 67-115, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 40 - 1010 East 1st Avenue, Anchorage, AK (File #3524628)

The Middle 220 feet of Block Thirty-four “A” (34-A), EAST ADDITION TO THE TOWNSITE OF ANCHORAGE, according to the official records of the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Beginning at a point on the South boundary of Block 34-A, 220 feet from the SE corner of said tract; thence North a distance of 300 feet to a point of the North boundary of said tract, 220 feet from the Northeast corner thereof; thence West a distance of 220 feet; thence South along the East boundary of Lot 2, Block 34A, East Addition (Plat 68—32) a distance of 300 feet to the South boundary of said tract; thence East a distance of 220 feet to the point of beginning, within the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 41 - 1040 East 1st Avenue, Anchorage, AK (File #3524642)

The East 220 feet of Block 34A, EAST ADDITION TO TOWNSITE OF ANCHORAGE, according to the official records of the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Beginning at a point on the South boundary line of said Block 34-A, which bears Westerly thereon, a distance of 220 feet from the Southeast corner of said Block 34-A; thence North, a distance of 300 feet, to a point on the North line of said Block 34-A, which bears Westerly thereon, a distance of 220 feet from the Northeast corner of said Block 34-A; thence East, along said North line, a distance of 220 feet, to said Northeast corner; thence South, along the East line of said Block 34-A, a distance of 300 feet, to the Southeast corner thereof; thence West, along the South line of said Block 34-A, a distance of 220 feet, to the point of beginning.

Parcel 42 - 1120 East 1st Avenue, Anchorage, AK (File #3524652)

Tract "A", Block 33A, EAST ADDITION TO THE TOWNSITE OF ANCHORAGE, according to the official plat thereof, filed under Plat Number 65-180, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 43 - 1200 East 1st Avenue, Anchorage, AK (File #3524662)

Tract "A", Block 33B, EAST ADDITION TO THE TOWNSITE OF ANCHORAGE, according to the official plat thereof, filed under Plat Number 65-180, Records of the Anchorage Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM that portion conveyed to State of Alaska, Department of Transportation and Public Facilities by Warranty Deed recorded September 18, 1990 in Book 2076 at Page 876 and Corrective Warranty Deed recorded December 19, 1991 in Book 2222 at Page 802.

Parcel 44 - 1121 and 1201 East 1st Avenue, Anchorage, AK (File # 3539773)

Lot 5A, Block 39D, EAST ADDITION, TOWNSITE OF ANCHORAGE, according to the official plat thereof, filed under Plat Number C-225, Records of the Anchorage Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM that portion conveyed to State of Alaska, Department of Transportation and Public Facilities, by Warranty Deed recorded September 18, 1990 in Book 2076 at Page 878 and Correction Warranty Deed recorded November 15, 1990 in Book 2099 at Page 69.

Parcel 45 - East 1st Avenue, Anchorage, AK (File #3539826)

Lot 1A1, Block 39D, EAST ADDITION TO THE A.O.T., according to the official plat thereof, filed under Plat Number 79-148, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 46 - 821 East 1st Avenue, Anchorage, AK (File #3550644)

Lot 2A1, Block 39D, EAST ADDITION TO THE A.O.T., according to the official plat thereof, filed under Plat Number 79-148, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 47 - 310 Karluk Street, Anchorage, AK (File #3550657)

Lot 1, Block 27A, EAST ADDITION TO ANCHORAGE TOWNSITE ALASKA, U.S. SURVEY NO. 408, according to the Official Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 48 - 1005 East 4th Avenue, Anchorage, AK (File #3550665)

Lot 2, Block 27A, EAST ADDITION TO ANCHORAGE TOWNSITE ALASKA, U.S. SURVEY NO. 408, according to the Official Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 49 - 204 Post Road, Anchorage, AK (File #3550674)

Tract A, Block 33C, of the subdivision plat called LOT 1 & TRACT A, BLOCK 33C; and Lot 1-A, Block 34B, of U.S. SURVEY NO. 408 (EAST ADDITION TO ANCHORAGE TOWNSITE), according to the official plat thereof, filed under Plat Number 84-374, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 50 - 1301 South Bragaw Street, Anchorage, AK (File #3550696)

That portion of the Northwest one-quarter (NW1/4) of Section 22, Township 13 North, Range 3 West, Seward Meridian, records of the Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence easterly along the section line for a distance of 209 feet; thence Southerly 209 feet; thence Westerly 209 feet; thence Northerly 209 feet to the point of beginning; also known as CEA Tract, according to Plat P-389.

Parcel 51 - 2970 Bering Street, Anchorage, AK (File #3550732)

Lot 7A, Block 5, NORTHERN LIGHTS SUBDIVISION, according to the official plat thereof, filed under Plat Number 2013-75, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 52 - Northern Lights & Eureka, Anchorage, AK (File #3550745)

Lots 23 and 24, ARTHUR H. EIDE, SR. SUBDIVISION, according to the official plat thereof, filed under Plat Number P-55, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 53 – No street address (vacant parcel west of Oberg Road and north of Bernie Avenue, Chugiak) (File #3559897)

Lot 40, Section 9, Township 15 North, Range 1 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 54 – No street address (vacant parcel northeast of James Way and Glenn Hwy, Eagle River, AK) (File #3550828)

Lot 146, Section 25, Township 15 North, Range 2 West, Seward Meridian, situated within the Anchorage Recording District, Third Judicial District, State of Alaska,

EXCEPTING THEREFROM those portions conveyed to the State of Alaska by Warranty Deed recorded October 24, 1967, Book 354 Page 233, and by Declaration of Taking recorded May 22, 1968, Misc. Book 161 Page 431.

Parcel 55 – 8610 Bald Eagle Drive, Anchorage, AK (File #3550844)

Tract B, AWWU-ML&P FACILITY SUBDIVISION TRACTS A, B & C, according to the official plat thereof, filed under Plat Number 2020-22, on April 10, 2020, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Permitted Exceptions

Affects Parcel 36 – 201 East 2nd Avenue, Anchorage, AK (File #3499893)

337. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: April 7, 1922 in Book 8, Page 184

338. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: February 3, 1923 in Book 9, Page 208

339. The effect of the notes which appear on the plat of said subdivision.

340. Verification of Nonconforming Status, including terms and provisions thereof.

Recording Information: June 5, 2020 under Serial Number 2020-022925-0

341. Notice of Zoning Action, including terms and provisions thereof.

Recording Information: July 21, 2020

Affects Parcel 37 - 13th & Gambell Street, Anchorage, AK (File #3513955)

342. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

343. Easement, including terms and provisions contained therein:

Recording Information: July 31, 1948 in Book ? Page 14

In Favor of: Inlet Power and Light Company

For: Electric lines and appurtenances thereto

Affects: See Instrument

Affects Parcel 38 - 2235 Arctic Boulevard, Anchorage, AK (File #3520670)

344. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

345. The effect of the notes which appear on the plat of said subdivision.
346. Slope easements as dedicated and reserved on the plat of said subdivision as follows:
- "There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."
347. Easements as dedicated and shown on the plat of said subdivision.
348. Notice of Zoning Action, including terms and provisions thereof.
- Recording Information: July 13, 1993 in Book 927, Page 159
349. Verification of Nonconforming Status, including terms and provisions thereof.
- Recording Information: June 5, 2020 under Serial Number 2020-022922-0

Affects Parcel 39 – 101 North Sitka Street, Anchorage, AK (File #3524613)

350. Reservations or exceptions in Patent Number 1168119, or in acts authorizing the issuance thereof.
351. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument
- Recording Information: January 27, 1954 in Book 101 at Page 124
Affects: Blanket Easement
- And amendments thereto,
Recording Information: March 12, 1963 in Book 64 at Page 195
352. Easement, including terms and provisions contained therein:
- Recording Information: April 27, 1994, in Book 2641 at Page 264
In Favor of: The Municipality of Anchorage dba Municipal Light and Power

For: Electrical transmission and distribution lines and appurtenances thereto
Affects: The South 15 feet of the North 27 feet of the West 15 feet

353. The effect of the covenant and notes which appear on the plats of said subdivision.

354. Slope easements as dedicated and reserved on the plat of said subdivision as follows (Affects Parcel No. 1):

"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."

355. Easements as dedicated and shown on the plats of said subdivision.

356. The terms and provisions contained in the document entitled "Verification of Nonconforming Status"

Recording Information: June 5, 2020 under Serial Number 2020-022917-0

Affects Parcel 40 - 1010 East 1st Avenue, Anchorage, AK (File #3524628)

357. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

358. Easement, including terms and provisions contained therein:

Recording Information: May 15, 1964 in Book 85 Page 28
In Favor of: City of Anchorage
For: Down guy and anchor assembly
Affects: See instrument for exact location

359. Easement, including terms and provisions contained therein:

Recording Information: December 17, 1976, in Book 154 Page 819
In Favor of: City of Anchorage
For: City Electric lines or system and/or telephone lines
Affects: See instrument for exact location

360. Easement, including terms and provisions contained therein:

- Recording Information: December 17, 1976, in Book 154 Page 820
In Favor of: Anchorage, a municipal corporation
For: Air Space Easement
Affects: See instrument for exact location
361. Easement, including terms and provisions contained therein:
- Recording Information: December 17, 1976, in Book 154 Page 821
In Favor of: Anchorage, a municipal corporation
For: Air Space Easement
Affects: See instrument for exact location
362. Easement, including terms and provisions contained therein:
- Recording Information: December 17, 1976, in Book 154 Page 822
In Favor of: Anchorage, a municipal corporation
For: Air Space Easement
Affects: See instrument for exact location
363. Easement, including terms and provisions contained therein:
- Recording Information: December 17, 1976, Book 154 Page 823
In Favor of: Anchorage, a municipal corporation
For: Electric lines or system and/or telephone lines
Affects: See instrument for exact location
364. Easement, including terms and provisions contained therein:
- Recording Information: December 17, 1976, Book 154 Page 824
In Favor of: Anchorage, a municipal corporation
For: Electric lines or system and/or telephone lines
Affects: See instrument for exact location
365. Easement, including terms and provisions contained therein:
- Recording Information: December 17, 1976, in Book 154 Page 825
In Favor of: Anchorage, a municipal corporation
For: Electric lines or system and/or telephone lines
Affects: See instrument for exact location
366. The terms and provisions contained in the document entitled "Release"
- Recording Information: December 17, 1976, in Book 154 Page 827
367. The terms and provisions contained in the document entitled "Release"

Recording Information: December 17, 1976, in Book 154 Page 837

Affects Parcel 41 - 1040 East 1st Avenue, Anchorage, AK (File #3524642)

- 368. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
- 369. The terms and provisions contained in the document entitled "Notice of Environmental Soil and Groundwater Contamination"

Recording Information: April 26, 2004, under Serial Number 2004-028683-0

Affects Parcel 42 - 1120 East 1st Avenue, Anchorage, AK (File #3524652)

- 370. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
- 371. The effect of the notes which appear on the plat of said subdivision.
- 372. The terms and provisions contained in the document entitled "Notice of Environmental Contamination and Institutional Controls"

Recording Information: December 6, 2017 under Serial Number 2017-050289-0

Affects Parcel 43 - 1200 East 1st Avenue, Anchorage, AK (File #3524662)

- 373. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
- 374. Reservation of all oil, gas and mineral rights as reserved in an instrument

Recording Information: March 16, 1956, IN Book 218 Page 169

- 375. The effect of the notes which appear on the plat of said subdivision.
- 376. Easements as dedicated and shown on the plat of said subdivision.
- 377. Resolution No. 84-247 for confirming and levying assessments for street improvements in Special Assessment District Number 4P80, including the terms, provisions and assessments therein,

Recording Information: November 30, 1984, in Book 1195 Page 54

- 378. Resolution No. 90-194 for confirming and levying assessments for sewer improvements in Special Assessment District Number 20, including the terms, provisions and assessments therein,

Recording Information: September 10, 1990, in Book 2073 Page 811

379. All matters, including dedications, notes, restrictions and easements shown or disclosed by Right of Way Map 99-25, recorded March 30, 1999.

380. The terms and provisions contained in the document entitled "Statement of Intent"

Recording Information: February 27, 2001, in Book 3777 Page 967

Affects Parcel 44 - 1121 and 1201 East 1st Avenue, Anchorage, AK (File # 3539773)

381. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

382. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: January 27, 1954, IN Book 101 Page 124

Affects: Blanket Easement

Letter of Permission to attach telephone lines and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.

And: City of Anchorage

Recording Information: March 12, 1963 in Misc. Book 64 at Page 195

License for Use of Easement and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.

And: Municipality of Anchorage d/b/a Anchorage Municipal Light and Power

Recording Information: June 5, 1986 in Book 1433 at Page 404

383. Contract No. 14-25-003-2210 Spur Tract Agreement and the terms and conditions thereof:

Between: United States Department of Interior

And: the Alaska Railroad and City of Anchorage

Recording Information: December 11, 1961 in Misc. Book 38 at Page 332

384. Permit including the terms and provisions thereof:

For: Permission to construct, operate and maintain an underground telephone cable line of lines under the

Alaska Railroad's Industry tract in the vicinity of First Avenue and Post Road
Recording Information: July 8, 1965 in Misc. Book 108 at Page 139
Executed by: Alaska Railroad (Permitter) and City of Anchorage (Permittee)

385. Easements as dedicated and shown on the plat of said subdivision.

386. Easement, including terms and provisions contained therein:

Recording Information: December 11, 1990 in Book 2106 at Page 651
In Favor of: Enstar Natural Gas Company
For: Transportation of natural gas
Affects: See instrument

387. Intravogernmental Right of way Permit, including terms and conditions contained therein:

Granted to: Department of Project Management & Engineering, a Municipal agency
For: Public bike path
Recording Information: August 17, 2004, under Serial Number 2004-061736-0

388. Easement, including terms and provisions contained therein:

Recording Information: September 15, 2005 under Serial Number 2005-066402-0
In Favor of: Enstar Natural Gas Company
For: Transportation of natural gas
Affects: See instrument

389. All matters, including dedications, notes, restrictions and easements, if any, shown or disclosed by the Right of Way Map, Record of Survey of Ship Creek Trail filed May 23, 2011 under Plat Number 2011-41 and October 5, 2012 under Plat Number 2012-75.

Affects Parcel 45 - East 1st Avenue, Anchorage, AK (File #3539826)

390. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

391. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: January 27, 1954, in Book 101 Page 124
Affects: Blanket Easement

Letter of Permission to attach telephone lines and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.
And: City of Anchorage
Recording Information: March 12, 1963 in Misc. Book 64 at Page 195

License for Use of Easement and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.
And: Municipality of Anchorage d/b/a Anchorage Municipal
Light and Power
Recording Information: June 5, 1986 in Book 1433 at Page 404

392. Contract No. 14-25-003-2210 Spur Tract Agreement and the terms and conditions thereof:

Between: United States Department of Interior
And: the Alaska Railroad and City of Anchorage
Recording Information: December 11, 1961 in Misc. Book 38 at Page 332

393. Easements as dedicated and shown on the plat of said subdivision.

394. Slope easements as dedicated and reserved on the plat of said subdivision as follows:

"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."

395. Intragovernmental Air Space Permit, including terms and conditions contained therein:

Granted to: Municipal Light and Power
For: Electric transmission line and appurtenances thereto
Recording Information: December 9, 1983, in Book 1015 Page 662

Affects Parcel 46 - 821 East 1st Avenue, Anchorage, AK (File #3550644)

396. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
397. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: January 27, 1954, in Book 101 Page 124
Affects: Blanket Easement

Letter of Permission to attach telephone lines and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.
And: City of Anchorage
Recording Information: March 12, 1963 in Misc. Book 64 at Page 195

License for Use of Easement and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.
And: Municipality of Anchorage d/b/a Anchorage Municipal
Light and Power
Recording Information: June 5, 1986 in Book 1433 at Page 404

398. Contract No. 14-25-003-2210 Spur Tract Agreement and the terms and conditions thereof:

Between: United States Department of Interior
And: the Alaska Railroad and City of Anchorage
Recording Information: December 11, 1961 in Misc. Book 38 at Page 332

399. Easements as dedicated and shown on the plat of said subdivision.

400. Slope easements as dedicated and reserved on the plat of said subdivision as follows:

"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."

401. Resolution No. 89-7 for Sewer Improvements in Special Assessment District to be known as Permission-to-Enter 88-3 Special Assessment District Number 20, including the terms, provisions and assessments therein,

Recording Information: February 24, 1989 in Book 1866 Page 954

And amendment thereto,

Recording Information: August 2, 1989, in Book 1931 Page 416

402. Notice of PCB Remediation Waste including the terms and provisions thereof:

Dated: June 25, 2010

Recording Information: June 29, 2010 under Serial Number 2010-031075-0

Executed by: Municipality of Anchorage

Affects Parcel 47 - 310 Karluk Street, Anchorage, AK (File #3550657)

403. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: April 22, 1958 in Book 159 Page 92

404. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: January 27, 1954, in Book 101 Page 124

Affects: Blanket Easement

Letter of Permission to attach telephone lines and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.

And: City of Anchorage

Recording Information: March 12, 1963 in Misc. Book 64 at Page 195

License for Use of Easement and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.

And: Municipality of Anchorage d/b/a Anchorage Municipal Light and Power

Recording Information: June 5, 1986 in Book 1433 at Page 404

405. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.

406. Easement, including terms and provisions contained therein:

Recording Information: May 3, 1967 in Lien Book 33 at Page 287
In Favor of: City of Anchorage
For: Public Use
Affects: North 5 feet

407. Resolution No. 88-176 for Sewer Improvement in Special Assessment District known as Permission-to-Enter 88-20 Special Assessment District Number 20, including the terms, provisions and assessments therein,

Recording Information: October 5, 1988, in Book 1795 Page 529

408. Resolution No. 96-165 for Water line Construction of the East Fourth Avenue, Ingra to LaTouche eventual assessment against benefited property, including the terms, provisions and assessments therein,

Recording Information: December 31, 1996 Book 3013 Page 626

Affects Parcel 48 - 1005 East 4th Avenue, Anchorage, AK (File #3550665)

409. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: April 22, 1958, in Book 159 Page 92

410. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: January 27, 1954, in Book 101 Page 124
Affects: Blanket Easement

Letter of Permission to attach telephone lines and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.

And: City of Anchorage

Recording Information: March 12, 1963 in Misc. Book 64 at Page 195

License for Use of Easement and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.

And: Municipality of Anchorage d/b/a Anchorage Municipal Light and Power

Recording Information: June 5, 1986 in Book 1433 at Page 404

411. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.

412. Easement, including terms and provisions contained therein:

Recording Information: May 3, 1967 in Lien Book 33 at Page 287
In Favor of: City of Anchorage
For: Public Use
Affects: North 5 feet and a portion-see instrument

413. Easement, including terms and provisions contained therein:

Recording Information: July 2, 1982 in Book 750 at Page 222
In Favor of: Anchorage, D/B/A Municipal Light and Power
For: Air Space
Affects: See instrument

414. Resolution No. 96-165 for Water line Construction of the East Fourth Avenue, Ingra to LaTouche eventual assessment against benefited property, including the terms, provisions and assessments therein,

Recording Information: December 31, 1996, in Book 3013 Page 626

Affects Parcel 49 - 204 Post Road, Anchorage, AK (File #3550674)

415. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

416. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: January 27, 1954, in Book 101 Page 124
Affects: Blanket Easement

Letter of Permission to attach telephone lines and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.
And: City of Anchorage
Recording Information: March 12, 1963 in Misc. Book 64 at Page 195

License for Use of Easement and the terms and conditions thereof:

Between: Chugach Electric Association, Inc.
And: Municipality of Anchorage d/b/a Anchorage Municipal Light and Power
Recording Information: June 5, 1986 in Book 1433 at Page 404

417. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.

418. Slope easements as dedicated and reserved on the plat of said subdivision as follows:

"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."

419. The effect of the notes which appear on the plat of said subdivision.

420. Easements as dedicated and shown on the plat of said subdivision.

421. Statement of Intent including the terms and provisions thereof:

For: Removal of gas line
Recording Information: February 27, 2001 in Book 3777 at Page 967
Executed by: Municipality of Anchorage D/B/A Municipal Light & Power

Affects Parcel 50 - 1301 South Bragaw Street, Anchorage, AK (File #3550696)

422. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: April 3, 1953, in Book 88 Page 73

423. Reservation of section line easement 33 feet in width along each side of section line as provided by 43 USC 932 and reenacted by 1721 CLA 1933.

424. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.

425. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: February 11, 1952, in Book 67 Page 391
Affects: Blanket Easement

426. Easement, including terms and provisions contained therein:
- Recording Information: June 1, 1966 in Misc. Book 127 at Page 41
In Favor of: City of Anchorage
For: Storm Sewer
Affects: See Instrument
427. Easement, including terms and provisions contained therein:
- Recording Information: May 21, 1974 in Misc. Book 226 at Page 698
In Favor of: City of Anchorage
For: Public Use
Affects: See Instrument
428. Easement, including terms and provisions contained therein:
- Recording Information: December 31, 1975 in Book 72 at Page 950
In Favor of: City of Anchorage
For: Public Use
Affects: See Instrument
429. Easement, including terms and provisions contained therein:
- Recording Information: July 23, 1976 in Book 118 at Page 393
In Favor of: Anchorage, a municipal corporation
For: Electric lines or system and/or telephone lines
Affects: South 10 feet of the North 60 feet
430. Easement, including terms and provisions contained therein:
- Recording Information: October 5, 1982 in Book 788 at page 845
In Favor of: Enstar Natural Gas Company
For: Natural gas pipelines
Affects: See Instrument
431. Intragovernmental Right of Way Permit including the terms and provisions thereof:
- Dated: March 14, 1988
Recording Information: March 18, 1988 in Book 1716 at Page 800
Executed by: Municipality of Anchorage and Public Works, a
Municipal Department
432. Intragovernmental Right of Way Permit including the terms and provisions thereof:
- Dated: September 8, 1998
Recording Information: September 15, 1998 in Book 3324 at Page 562

Executed by: Municipality of Anchorage, acting by and through
Municipal Light and Power and Public Works
Department, a Municipal agency

And Correction thereto,
Recording Information: December 14, 2005 under Serial Number 2005-
089686-0

433. All matters, including dedications, notes, restrictions and easements, if any, shown or disclosed by the State of Alaska Department of Highways Right of Way Map, Alaska Project Debarr Road, filed April 15, 1988 under Plat Number 88-14.

434. All matters, including dedications, notes, restrictions and easements, if any, shown or disclosed by the State of Alaska, Department of Transportation and Public Facilities Right of Way Map, Alaska Project Bragraw Street Safety Improvements, 20th Avenue to DeBarr Road, filed January 14, 2006 under Plat Number 2006-2.

Affects Parcel 51 - 2970 Bering Street, Anchorage, AK (File #3550732)

435. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: July 1, 1944, in Book 22 Page 216

436. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: April 3, 1952, in Book 70 Page 124

Affects: Blanket Easement

437. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: June 5, 1957, in Book E2 Page 290

Affects: Blanket Easement

438. Easement, including terms and provisions contained therein:

Recording Information: March 26, 1961, Misc. Book 45 Page 130

In Favor of: Spenard Public Utility District No. 1

For: Sewer line and appurtenances thereto

Affects: West 10 feet of former Lots 7 and 8, Block 5

439. Easement, including terms and provisions contained therein:
- Recording Information: March 26, 1961, Misc. Book 45 Page 131
 In Favor of: Spenard Public Utility District No. 1
 For: Sewer line and appurtenances thereto
 Affects: West 10 feet of former Lot 9, Block 5
440. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument
- Recording Information: May 8, 1975, in Book 17 Page 268
 Affects: South 5 feet of the West 42 feet of former Lot 7, Block 5
441. Easement, including terms and provisions contained therein:
- Recording Information: May 8, 1975, Book 17 Page 269
 In Favor of: City of Anchorage
 For: Telephone system and electric transmission and distribution system and appurtenances thereto
 Affects: South 5 feet of the West 12 feet of former Lot 7, Block 5
442. State of Alaska Water Rights, including terms and provisions thereof,
- Granted To: Henry W. Bochenek and Jean M. Bochenek
 Recording Information: February 27, 1976 in Book 84 Page 231
 Affects: Former Lots 7, 8 and 9, Block 5
443. Easements as dedicated and shown on the plat of said subdivision.
444. Slope easements as dedicated and reserved on the plat of said subdivision as follows:
- "There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."
445. The effect of the notes which appear on the plat of said subdivision.

446. Verification of Nonconforming Status including the terms and provisions thereof:

Dated: May 13, 2020
Recording Information: June 5, 2020 under Serial Number 2020-022929-0
Executed by: Municipality of Anchorage, Planning Department

Affects Parcel 52 - Northern Lights & Eureka, Anchorage, AK (File #3550745)

447. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

448. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.

449. Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument

Recording Information: March 21, 1952, in Book 69 Page 301
Affects: Blanket Easement

450. Easement, including terms and provisions contained therein:

Recording Information: November 6, 1958 in Easement Book 4 at Page 267
In Favor of: Spenard Public Utility District No. 1
For: Sloping embankment
Affects: North 2 feet of Lot 24

451. Easement, including terms and provisions contained therein:

Recording Information: March 27, 1962 in Misc. Book 45 at Page 173
In Favor of: Spenard Public Utility District No. 1
For: Sewer
Affects: East 10 feet of Both lots

452. Revocable Permit of Use in favor of City of Anchorage for telephone lines and poles and appurtenances thereto including the terms and provisions thereof:

Dated: June 20, 1958
Recording Information: September 26, 1963 in Misc. Book 74 at Page 23
Executed by: The United States of America

453. Utility Permit, including terms and provisions contained therein:

Recording Information: June 9, 1964 in Misc. Book 86 at Page 206

In Favor of: City of Anchorage
For: Underground telephone cable
Affects: See instrument

454. Notice of Availability of Water Service including the terms and provisions thereof:

Dated: August 10, 1977
Recording Information: August 29, 1977 in Book 223 at Page 594
Executed by: Municipality of Anchorage Water Utility
Affects: Lot 23

455. Notice of Availability of Water Service including the terms and provisions thereof:

Dated: August 10, 1977
Recording Information: August 29, 1977 in Book 223 at Page 595
Executed by: Municipality of Anchorage Water Utility
Affects: Lot 24

456. An easement reserved in a deed, including the terms and provisions thereof;

Recording Information: June 5, 1986, in Book 1433 at Page 406
From: Chugach Electric Association
To: Municipality of Anchorage d/b/a Anchorage Municipal
Light & Power
For: Electric transmission and distribution lines and
appurtenances thereto
Affects: East 10 feet of Both lots and the North 10 feet of the
East 35 feet of Lot 24

**Affects Parcel 53 – No street address (vacant parcel west of Oberg Road and north of
Bernie Avenue, Chugiak) (File #3559897)**

457. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

458. Rights of the public and/or governmental agencies in and to any portion of the
above described real property lying within any roadway or public easement areas.

459. Easement, including terms and provisions contained therein:

Recording Information: October 1, 1962, Book 248 Page 258
In Favor of: United States of America
For: 50 foot roadway and public utilities purposes
Affects: Along the North and West boundaries

460. Easement, including terms and provisions contained therein:

Recording Information: November 30, 1983, Book 1009 Page 969

In Favor of: Enstar Natural Gas Company, its successors and assigns
For: Right of Way
Affects: The South 10 feet of the East 10 feet

And Re-Recorded November 14, 1984, in Book 1187, Page 734

Affects Parcel 54 – No street address (vacant parcel northeast of James Way and Glenn Hwy, Eagle River, AK) (File #3550828)

461. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: October 19, 1962, Book 249 Page 297

462. Easement for roadway and/or public utilities as reserved in Patent

Recording Information: October 19, 1962, Book 249 Page 297

Affects: South and East 50 feet

463. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.

464. Controlled Access including the terms and provisions thereof:

Recording Information: October 26, 1967 in Book 354 at Page 233

Executed by: Alta Whaley and State of Alaska

465. Easement, including terms and provisions contained therein:

Recording Information: October 11, 1968 in Misc. Book 166 at Page 318

In Favor of: The United States of America

For: Electric Transmission line and appurtenances thereto

Affects: See instrument

466. All matters, including dedications, notes, restrictions and easements, if any, shown or disclosed by the U.S. Department of Energy, Alaska Power Administration, Eklutna Transmission Line filed November 15, 1996 under Plat Number 96-110.

Affects Parcel 55 – 8610 Bald Eagle Drive, Anchorage, AK (File #3550844)

467. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Recording Information: May 11, 1965, Book 301 Page 189

Affects: All

468. Reservation of section line easement 33 feet in width along each side of section line as provided by 43 USC 932 and reenacted by 1721 CLA 1933.

Affects: Former Lot 8 and former Lot 2

469. Reservation of all oil, gas and mineral rights as reserved in an instrument

Recording Information: May 11, 1965 in Book 301 Page 189

Affects: All

470. Reservation of an easement for highway purposes as disclosed by Public Land Order No. 601, dated August 10, 1949 and amended by Public Land Order No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 7, 1958; and Department of the Interior Order No. 2665, dated October 16, 1951, Amendment No. 1, thereto, dated July 17, 1952 and Amendment No. 2, thereto, dated September 15, 1956, filed in the Federal Register.

Affects: Former Lot 8 and former Lot 2

471. Easement, including terms and provisions contained therein:

Recording Information: November 23, 1937, Book 15 Page 182

In Favor of: United States of America

For: Public Highway

Affects: Affects former Lots 8 and 2-See instrument for exact location

472. Memorandum of Agreement and the terms and conditions thereof:

Between: Greater Anchorage Area Borough

And: City of Anchorage

Recording Information: October 8, 1973, Misc.Book 219 Page 752

Affects: Former Lot 2

473. Right of Way Permit, including terms and provisions contained therein:

Recording Information: May 8, 1984, Book 1092 Page 296

In Favor of: Enstar Natural Gas Company

For: Constructing and maintaining a gas system

Affects: Former Lots 8 and 9-See instrument for exact location

474. Easement, including terms and provisions contained therein:

Recording Information: November 30, 1984, Book 1195 Page 137

In Favor of: Chugach Electric Association, Inc

For: Access Easement

- Affects: Former Lots 8 and 9-See instrument for exact location
- Release of General Right of Way with Reservations of Specific Easement,
thereunder, including terms and provisions thereof,
- Recording Information: July 21, 2015, under Serial Number 2015-032376-0
Affects: Former Lot 8-See instrument for exact location
475. Easement, including terms and provisions contained therein:
- Recording Information: November 30, 1984, Book 1195 Page 139
In Favor of: Chugach Electric Association, Inc
For: Switchyard Facility Easement
Affects: Former Lots 8 and 9-See instrument for exact location
476. Easement, including terms and provisions contained therein:
- Recording Information: December 23, 2003, Serial Number 2003-131499-0
In Favor of: Enstar Natural Gas Company
For: Natural Gas Easement
Affects: Former Lots 8 and 9-See instrument for exact location
477. Notice of Zoning Action including the terms and provisions thereof:
- Recording Information: September 24, 2004, under Serial Number 2004-72302-0
Affects: Former Lot 9
478. An unrecorded lease and the terms and conditions thereof, disclosed by a Memorandum of Lease
- Recording Information: December 20, 2005, Serial Number 2005-091418-0.
Lessor: Municipality of Anchorage
Lessee: ACS Wireless, Inc.
Dated: October 21, 2005
Term: 20 years
Affects: Former Lot 9
479. Memorandum of Understanding and Intent including the terms and provisions thereof:
- Recording Information: May 12, 2009, Serial Number 2009-031554-0

- Executed by: Cook Inlet Housing Authority, Municipality of Anchorage Fire Department and Anchorage Water and Wastewater Utility
- Affects: Former Lot 9
480. The terms and provisions contained in the document entitled "Notice of Zoning Action"
- Recording Information: March 9, 2012, under Serial Number 2012-012296-0
- Affects: Former Lot 8
481. An unrecorded lease and the terms and conditions thereof, disclosed by a Memorandum of Lease
- Recording Information: July 30, 2012 under Serial Number 2012-042212-0
- Lessor: Municipality of Anchorage (MOA), Anchorage Water and Wastewater Utility (AWWU)
- Lessee: Cellco Partnership d/b/a Verizon Wireless
- Dated: June 18, 2012
- Term: Five (5) years with three (3) additional five (5) year renewal period
- Affects: Former Lot 9
482. The terms and provisions contained in the document entitled "Notice of Zoning Action"
- Recording Information: May 30, 2013, under Serial Number 2013-030186-0
- Affects: Former Lot 8
483. All matters, including dedications, notes, restrictions and easements shown or disclosed by Record of Survey 2013-54RS
- Recording Information: August 14, 2013, under Serial Number 2013-046034-0
- Affects: Former Lot 2
484. All matters, including dedications, notes, restrictions and easements shown or disclosed by Record of Survey 2014-98RS
- Recording Information: October 8, 2014, Serial Number 2014-040765-0
- Affects: Former Lot 8
485. Easement, including terms and provisions contained therein:
- Recording Information: July 21, 2015, under Serial Number 2015-032373-0
- In Favor of: Chugach Electric Association, Inc.
- For: Access Easement

- Affects: Former Lots 8-See instrument for exact location
486. Certificate of Conversion of a Public Owned Sanitary Sewer Main to a Privately Owned Sanitary Sewer Service including the terms and provisions thereof:
- Recording Information: November 10, 2016, under Serial Number 2016-047862-0
- Executed by: Anchorage Water and Wastewater Utility (AWWU), Municipality of Anchorage (MOA) and Municipal Light and Power (ML&P), Municipality of Anchorage (MOA)
- Affects: Former Lot 2
487. Intragovernmental Use Permit for Access including the terms and provisions thereof:
- Recording Information: February 20, 2020, under Serial Number 2020-06356-0
- Executed by: Municipality of Anchorage (Permitter) and Anchorage Water and Wastewater Utility, a municipal corporation (Permittee)
- Affects: Former Lot 2
488. Intragovernmental Use Permit for Access including the terms and provisions thereof:
- Recording Information: February 20, 2020 under Serial Number 2020-006357-0
- Executed by: Municipality of Anchorage (Permitter) and Anchorage Water and Wastewater Utility, a municipal corporation (Permittee)
- Affects: Former Lot 8
489. Easements as dedicated and shown on the plat of said subdivision.
490. The effect of the notes which appear on the plat of said subdivision.
491. Slope easements as dedicated and reserved on the plat of said subdivision as follows:
- "There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."

October 30, 2020

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, AK 99518
E-mail: Lee_Thibert@chugachelectric.com
Attention: Lee D. Thibert, Chief Executive Officer

With a copies to:

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, AK 99518
E-mail: Matthew_Clarkson@chugachelectric.com
Attention: Matthew C. Clarkson, General Counsel

Stinson LLP
Suite 2600
50 South Sixth Street
Minneapolis, MN 55402
E-mail: james.bertrand@stinson.com
Attention: James J. Bertrand

Re: Letter Agreement Regarding Certain Procedural Matters Relating to Closing Under Asset Purchase and Sale Agreement

This letter agreement (this “**Letter Agreement**”) is made and entered into by and between Chugach Electric Association, Inc., an Alaska not-for-profit electric cooperative corporation (“**Buyer**”), and the Municipality of Anchorage, a political subdivision organized under the laws of the State of Alaska (“**Seller**”). Buyer and Seller are sometimes hereinafter referred to individually as a “**Party**,” and collectively as the “**Parties**.”

Reference is made to that certain Asset Purchase and Sale Agreement dated as of December 28, 2018 between Seller and Buyer (such agreement, as amended, the “**APA**”). Unless otherwise specified, capitalized terms not defined herein will have the meanings set forth in the APA. The Parties anticipate that the Closing will occur on October 30, 2020, and the Parties desire to memorialize their agreement regarding certain procedural matters relating to the Closing. Accordingly, the Parties agree as follows:

1. **Preparation and Review of Closing Statement.**

(a) **Preparation of Closing Statement.** Within ninety (90) days after the Closing Date, Buyer will prepare and deliver to Seller a statement (the “**Closing Statement**”) setting forth a calculation of (i) the Accrued Leave Liability, (ii) the Transferred Cash, (iii) the Net Book Value of Designated Excluded Assets, (iv) the Net Book Value Adjustment, (v) the Closing Prorations, (vi) the net book value (determined in accordance with the Accounting Principles) of the Plant 2A Guard Station as of October 31, 2020, one-half of which net book value amount, together with the amount of \$475,914.00 (in reimbursement of funds advanced by Buyer to Seller prior to the Closing in connection with the assignment from Seller to Buyer of that certain Lease Agreement dated July 24, 1972 by and between Alaska Pacific University (f/k/a Alaska Methodist University) and Seller (as successor-in-interest to the City of Anchorage, Alaska), a copy of which Lease Agreement was recorded in the Anchorage Recording District on August 16, 1972 in Misc. Book Volume 210, Page 485), will be deducted from the Purchase Price after application of the Adjustment Amount and the Net Book Value Adjustment in accordance with the first sentence of Section 2.08(c)(ii) of the APA, and (vii) a recalculation of the Purchase Price, if any, based on each of the foregoing. During such ninety (90) day period, Buyer will, on an ongoing basis as reasonably necessary and appropriate, seek and accept, and Seller will provide, Seller’s reasonable assistance and cooperation in the preparation of the Closing Statement, and for purposes of Seller providing such assistance and cooperation, Seller and its attorneys and accountants will have access to the books and records of the Business, the personnel of, and work papers prepared by, Buyer or Buyer’s Accountants to the extent that they relate to the Closing Statement and to such historical financial information (to the extent in Buyer’s possession) relating to the Closing Statement as Seller may reasonably request, *provided*, that such access will be in a manner that does not interfere with the normal business operations of Buyer or the Business. The Closing Statement will be calculated (x) pursuant to the definitions within the APA, (y) in accordance with the Accounting Principles where applicable, and (z) without giving effect to the transactions contemplated by the APA. Seller will cooperate with Buyer in promptly responding to Buyer’s reasonable requests while Buyer is preparing the Closing Statement.

(b) **Review of Closing Statement.** After receipt of the Closing Statement, Seller will have a period of sixty (60) days (the “**Review Period**”) to review the Closing Statement. During the Review Period, Seller and its attorneys and accountants will have access to the books and records of the Business, the personnel of, and work papers prepared by, Buyer or Buyer’s Accountants to the extent that they relate to the Closing Statement and to such historical financial information (to the extent in Buyer’s possession) relating to the Closing Statement as Seller may reasonably request for the purpose of reviewing the Closing Statement and to prepare a Statement of Objections (as defined below), *provided*, that such access will be in a manner that does not interfere with the normal business operations of Buyer or the Business. During the Review Period, Seller will, on an ongoing basis as reasonably necessary and appropriate, seek and accept, and Buyer will provide, Buyer’s reasonable assistance and cooperation in Seller’s review of the Closing Statement, and Buyer will cooperate with Seller in promptly responding to Seller’s reasonable requests while Seller is reviewing the Closing Statement.

2. **Reimbursement of One Half of Fees and Expenses of Black & Veatch for Consulting Services to RCA.** At the Closing, Buyer will reimburse Seller an amount equal to one-half of the fees and expenses of Black & Veatch for its consulting services to the RCA in connection with the Parties' proceeding before the RCA for RCA Approval.
3. **Responsibility for ARRC Modifications.** Buyer has assumed from Seller entire responsibility for the ARRC Modifications, and Buyer accordingly waives and releases Seller from any and all such obligations.
4. **Satisfaction of Requirements of Section 6.02(d) of Disclosure Schedules.** Each Party agrees that the other Party has performed its obligations under Schedule 6.02(d) of the Disclosure Schedules in an acceptable manner and in accordance with the requirements of the APA.
5. **Documents Made Available to Buyer.** The Parties agree that all of the documents contained in the box.com folder entitled "95 Due Diligence & Data Sharing Copies," which folder was created by Josh Resnick in his capacity as an employee of Buyer will be deemed to have been made available by Seller to Buyer for purposes of the APA.
6. **Update to Seller Notices Information.** Any notices to the former Municipal Attorney, Rebecca A. Windt Pearson, should be delivered instead to the current Municipal Attorney, Kathryn R. Vogel, at the following address:

Municipality of Anchorage
632 W. 6th Avenue, Suite 850
Anchorage, AK 99501
E-mail: kathryn.vogel@anchorageak.gov
Attention: Kathryn R. Vogel, Municipal Attorney
7. **Treatment of Certain Regulatory Assets.** The Parties agree that the memorandum set forth as Exhibit A to this Letter Agreement reflects the agreement of the Parties with respect to the matters set forth therein.
8. **Bradley Lake Assignment and Assumption Agreement.** Reference is made to that certain Bradley Lake Assignment and Assumption Agreement, dated as of October 30, 2020, by and between Seller and Buyer (the "**Bradley Lake Assignment**"). The Parties agree that, to the extent that any provision of the Bradley Lake Assignment conflicts or is inconsistent with the terms of the APA, the terms of the APA will govern, supersede, and prevail.
9. **General.** Each Party represents that it has full power and authority to enter into this Letter Agreement. This Letter Agreement may be amended, modified or supplemented only by an agreement in writing signed by each Party. This Letter Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Letter Agreement

delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Letter Agreement.

[SIGNATURE PAGE FOLLOWS]

As of the date above, by their respective signatures below, the Parties have duly executed and delivered, and agree to abide by the terms of, this Letter Agreement.

MUNICIPALITY OF ANCHORAGE

By 
Name: William D. Falsey
Title: Municipal Manager

CHUGACH ELECTRIC ASSOCIATION, INC.

By _____
Name: Lee D. Thibert
Title: Chief Executive Officer

As of the date above, by their respective signatures below, the Parties have duly executed and delivered, and agree to abide by the terms of, this Letter Agreement.

MUNICIPALITY OF ANCHORAGE

By _____

Name: William D. Falsey

Title: Municipal Manager

CHUGACH ELECTRIC ASSOCIATION, INC.

By  _____

Name: Lee D. Thibert

Title: Chief Executive Officer

EXHIBIT A

MEMORANDUM

Municipality of Anchorage
Chugach Electric Association, Inc.
Anchorage, Alaska

ML&P Acquisition:
COVID-19 Parameters
September 14, 2020

- Extraordinary Expenses: COVID-19
 - Pursuant to Senate Bill 241, ML&P has created a regulatory asset to record extraordinary expenses (exclusive of delinquent accounts, which are discussed below) incurred by ML&P as a direct result of COVID-19 prior to the Closing Date under the Asset Purchase Agreement. The classification of such expenses as regulatory assets has been made in a manner consistent with past practices of ML&P as reviewed and approved by the Regulatory Commission of Alaska. ML&P will continue to record such extraordinary expenses in this account through the Closing. ML&P expects that the amount of such regulatory asset on the balance sheet of ML&P as of the Closing under the Asset Purchase Agreement will be approximately \$75,000.
 - The Asset Purchase Agreement, as amended by Amendment No. 3, provides that the Purchase Price payable by Chugach at the Closing will include the Net Book Value, up to the amount of \$715.4 million, of the Purchased Assets, and defines “Net Book Value” to include “the net book value, as of the Closing Date, of the following items appearing in the electric and gas balance sheets of ML&P . . . : (iii) unamortized deferred charges and regulatory assets.” Ordering paragraphs 12 and 23 of the RCA’s May 28 Order approving the acquisition transaction permit Chugach to recover in its rates the entire amount (including both the amount included in Net Book Value and the amount in excess of Net Book Value) of the Purchase Price. Thus Chugach will be entitled to recover through its rates the entire amount of the net book value of the COVID-19 extraordinary expenses regulatory asset, without the necessity of making application to, or receiving separate approval from, the RCA for such recovery.
- Delinquent (Uncollectible) Customer Accounts: COVID-19
 - Chugach shall not be responsible for the collection of past due amounts payable to MOA/ML&P for any ML&P customer who has not signed a statement of financial hardship and entered into a deferred payment agreement with ML&P prior to Close, other than the requirements for billing and collection of unpaid amounts identified in the Asset Purchase Agreement. Exhibit D to the Asset Purchase Agreement, under the heading “Accounts Receivable,” requires that Chugach “undertake reasonable efforts consistent with prudent utility collection efforts to collect payments from customers for any amounts due identified on [ML&P]’s last regular monthly billing to customers prior to

EXHIBIT A

TO

LETTER AGREEMENT DATED OCTOBER 30, 2020 BETWEEN CHUGACH ELECTRIC
ASSOCIATION, INC. AND MUNICIPALITY OF ANCHORAGE, ALASKA

the Closing Date and [Chugach]'s monthly billings to customers after Closing, consistent with terms and conditions within [Chugach]'s operating tariff.”

- Chugach will reimburse the MOA in full for payments received from customers in the ML&P legacy service area who have signed statement of financial hardship forms and entered into deferred payment agreements prior to Close and who have subsequently made payments under the prior-executed deferred payment agreements between the customer and ML&P. Chugach will not pay interest to the MOA on such payments. Chugach will make payments to the MOA for amounts received not later than 30 days following receipt of such amounts.

- In the event that, notwithstanding the exercise by Chugach of its reasonable collection efforts consistent with the provisions of Exhibit D to the Asset Purchase Agreement, any former ML&P customers who have signed financial hardship statements and entered into deferred payment agreements have failed, within a period of 90 days following the expiration of the deferred payment period provided for under such agreements, to pay the full amount that is owed by such customers to ML&P in accordance with such agreements, Chugach will assign to the MOA, and the MOA will accept and assume from Chugach, responsibility for collection of such amounts. Chugach will not have any remaining responsibility or liability under or in connection with the Asset Purchase Agreement for collection of such amounts, and such amounts will not constitute regulatory assets for which Chugach will have any obligation or entitlement to seek recovery in its rates.

AMENDMENT NO. 4 TO EKLUTNA POWER PURCHASE AGREEMENT

This AMENDMENT NO. 4 TO EKLUTNA POWER PURCHASE AGREEMENT, dated as of the 23rd day of September, 2020 (this “**Amendment**”), is made and entered into by and between (i) **CHUGACH ELECTRIC ASSOCIATION, INC.**, an Alaska not-for-profit electric cooperative corporation (“**Purchaser**”), and (ii) the **MUNICIPALITY OF ANCHORAGE**, a political subdivision organized under the laws of the State of Alaska (“**Seller**”). Purchaser and Seller are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Purchaser and Seller entered into that certain Eklutna Power Purchase Agreement dated as of December 28, 2018 (the “**Eklutna PPA**”);

WHEREAS, Section 15.7 of the Eklutna PPA provides that Purchaser and Seller may amend the Eklutna PPA upon the execution and delivery of a written agreement executed by each Party;

WHEREAS, the last sentence of the first paragraph of Section 14.3 of the Eklutna PPA provides as follows: “If Purchaser exercises its Purchase Option, Seller and Purchaser shall enter into a purchase and sale agreement for the Chugach Portion in a form to be mutually agreed by the Parties prior to the Closing under the Asset Purchase Agreement”; and

WHEREAS, Purchaser and Seller wish to replace the last sentence of the first paragraph of Section 14.3 of the Eklutna PPA with a new last sentence as set forth in this Amendment.

NOW, THEREFORE, pursuant to Section 15.7 of the Eklutna PPA, and in consideration for the premises and agreements as hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Revision to Section 14.3. The last sentence of the first paragraph of Section 14.3 of the Eklutna PPA is hereby deleted and replaced with the following sentence:

If Purchaser exercises its Purchase Option, Seller and Purchaser shall enter into a purchase and sale agreement for the Chugach Portion in a form to be mutually agreed by the Parties within one (1) year after the Closing under the Asset Purchase Agreement.

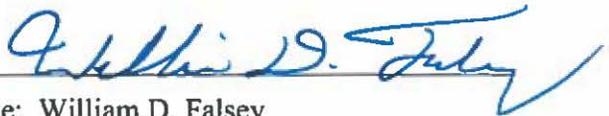
2. Effective Date and Incorporation of Terms of Eklutna PPA. This Amendment shall be deemed effective as of the Effective Date as defined in Exhibit A to the Eklutna PPA and, without in any way limiting the effect of the amendment set forth in Section 1 of this Amendment, shall be subject to all the terms and conditions of the Eklutna PPA.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers and officials thereunto duly authorized.

MUNICIPALITY OF ANCHORAGE,
ALASKA

By 

Name: William D. Falsey
Title: Municipal Manager

CHUGACH ELECTRIC ASSOCIATION,
INC.

By _____

Name: Lee D. Thibert
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers and officials thereunto duly authorized.

MUNICIPALITY OF ANCHORAGE,
ALASKA

By _____

Name: William D. Falsey
Title: Municipal Manager

CHUGACH ELECTRIC ASSOCIATION,
INC.

By  _____

Name: Lee D. Thibert
Title: Chief Executive Officer

October 30, 2020

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, AK 99518
E-mail: Lee_Thibert@chugachelectric.com
Attention: Lee D. Thibert, Chief Executive Officer

With a copies to:

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, AK 99518
E-mail: Matthew_Clarkson@chugachelectric.com
Attention: Matthew C. Clarkson, General Counsel

Stinson LLP
Suite 2600
50 South Sixth Street
Minneapolis, MN 55402
E-mail: james.bertrand@stinson.com
Attention: James J. Bertrand

Re: Chugach Eklutna Power Purchase Agreement -- Determination of Chugach Portion During Period Between Closing and Effectiveness of MEA Eklutna PPA

This side letter agreement (“**Side Letter**”) is made and entered into by and between Chugach Electric Association, Inc., an Alaska not-for-profit electric cooperative corporation (“**Purchaser**”), and Municipality of Anchorage, a political subdivision organized under the laws of the State of Alaska (“**Seller**”).

Reference is made to (1) that certain Eklutna Power Purchase Agreement between Purchaser and Seller dated as of December 28, 2018 (as amended from time to time, the “**Chugach Eklutna PPA**”), (2) that certain Eklutna Power Purchase Agreement between Seller and Matanuska Electric Association, Inc., an Alaska not-for-profit electric cooperative corporation (“**MEA**”) dated as of September 16, 2019 (as amended from time to time, the “**MEA Eklutna PPA**”), and (3) that certain Asset Purchase and Sale Agreement between Seller and Purchaser dated as of December 28, 2018 (as amended from time to time, the “**APA**”). Unless otherwise specified, capitalized terms not defined herein shall have the meanings set forth in the Chugach Eklutna PPA.

WHEREAS, as of the date hereof, Seller, Purchaser and MEA each respectively hold a 53.33%, 30% and 16.67% undivided interest in the Facility;

WHEREAS, pursuant to the APA, Seller will sell and assign to Purchaser substantially all of the assets and certain specified liabilities of Municipal Light and Power, an electric utility serving customers within the Municipality of Anchorage, Alaska;

WHEREAS, the Chugach Eklutna PPA provides that (a) the effectiveness of the Chugach Eklutna PPA is contingent upon the closing of the transactions contemplated by the APA (the “**Closing**”) and (b) the percentage interest of the Seller’s Interest represented by the Chugach Portion shall be contingent upon MEA’s acceptance or rejection of the MEA Offer;

WHEREAS, subsequent to the Parties’ entry into the Chugach Eklutna PPA, MEA accepted the MEA Offer and entered into the MEA Eklutna PPA;

WHEREAS, MEA has submitted the MEA Eklutna PPA to the RCA for its approval, and the MEA Eklutna PPA will become effective upon approval of the MEA Eklutna PPA by the RCA; and

WHEREAS, the Parties now anticipate that the Closing and effectiveness of the Chugach Eklutna PPA shall occur prior to the effectiveness of the MEA Eklutna PPA, with the result that there will be an interim period (the “**Interim Period**”) between the Closing Date and the date of the effectiveness of the MEA Eklutna PPA that was not contemplated by Section 2.2 of the Chugach Eklutna PPA, and the Parties therefore desire to clarify the percentage interest of Seller’s Interest represented by the Chugach Portion during the Interim Period.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties hereby agree as follows:

1. Determination of Chugach Portion during and following Interim Period. The Parties acknowledge and agree that: (a) during the Interim Period, the “Chugach Portion” shall be a percentage interest equal to 100% of the Seller’s Interest and (b) from and following the Interim Period, the “Chugach Portion” shall be a percentage interest equal to 64.29% of the Seller’s Interest.
2. Effect of Agreement. Each Party hereby acknowledges and agrees that the terms and provisions of this Side Letter supplement and amend the Chugach Eklutna PPA in accordance with the provisions of Section 15.7 thereof. Except as expressly stated herein, the terms and conditions of the Chugach Eklutna PPA remain in full force and effect.
3. General. Each Party represents that it has full power and authority to enter into this Side Letter. This Side Letter may be amended, modified or supplemented only by an agreement in writing signed by each Party. This Side Letter may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Side Letter delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Side Letter.

[SIGNATURE PAGES FOLLOW]

As of the date above, by their respective signatures below, the Parties have duly executed and delivered, and agree to abide by the terms of, this Side Letter.

Seller:

MUNICIPALITY OF ANCHORAGE

By 
Name: William D. Falsey
Title: Municipal Manager

Purchaser:

CHUGACH ELECTRIC ASSOCIATION, INC.

By _____
Name: Lee D. Thibert
Title: Chief Executive Officer

As of the date above, by their respective signatures below, the Parties have duly executed and delivered, and agree to abide by the terms of, this Side Letter.

Seller:

MUNICIPALITY OF ANCHORAGE

By _____

Name: William D. Falsey

Title: Municipal Manager

Purchaser:

CHUGACH ELECTRIC ASSOCIATION, INC.

By 

Name: Lee D. Thibert

Title: Chief Executive Officer

AGREEMENT COVERING TERMS AND CONDITIONS OF
EMPLOYMENT

OFFICE AND ENGINEERING PERSONNEL

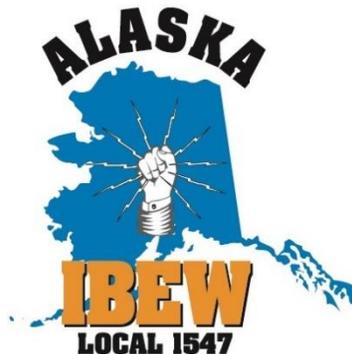
Between

CHUGACH ELECTRIC ASSOCIATION, INC.



And

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Effective October 30, 2020 through June 30, 2025

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PREAMBLE

AGREEMENT COVERING TERMS AND CONDITIONS OF EMPLOYMENT

OFFICE AND ENGINEERING PERSONNEL

Between

CHUGACH ELECTRIC
ASSOCIATION, INC.
Anchorage, Alaska

And

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
AFL-CIO
Anchorage, Alaska

THIS AGREEMENT, entered into in duplicate by and between CHUGACH ELECTRIC ASSOCIATION, INC., an Alaska nonprofit electric cooperative corporation having its principal offices at Anchorage, Alaska, hereinafter referred to as the "Employer", and LOCAL UNION 1547 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, of Anchorage, Alaska, hereinafter referred to as the "Union".

The Employer and the Union recognize that the Employer is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of those persons resident in the service area of the Employer.

The Employer and the Union have a common and sympathetic interest in the generation, transmission and distribution of energy. Such common interest and the public welfare will be better served by the establishment and maintenance of labor management cooperation between the Employer and the Union.

It is the intent and purpose of the parties to promote and improve industrial and economic relations between the Employer, its employees, and the Union; to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment to provide procedures for the amicable adjustments of all disputes and grievances; and to promote and foster harmonious employer-employee relations to the mutual benefit of the Employer, its employees, the Union and the general public.

The management of the Employer and the leadership of the Union are committed to use due diligence, to develop a positive labor-management relationship. The primary goals are to promote the success of the Employer, to provide rewarding jobs for its employees and to provide quality service to meet the needs of its customers. The purpose of this Agreement is to create a labor-management structure and set forth terms and conditions of employment to support a work environment that will further these goals.

In consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1

Scope and Duration of Agreement

Section 1.1 **Scope**

This Agreement is applicable to work within the scope of job classifications covered by this Agreement, and the employees who perform that work, and will not be applicable to other positions or job classifications except as agreed between the Union and Employer.

Section 1.2 **Duration**

This Agreement shall become effective at 12:01 a.m. on the date of the execution of the Agreement by both parties or as otherwise provided by the parties in writing (whichever comes first), and shall continue in full force and effect through and including 11:59 p.m. June 30, 2025 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or amend this Agreement is served by either party upon the other no more than three hundred (300) days, and no less than two hundred seventy (270) days, prior to the date of expiration. Such written notice must specify the reasons for the termination or the nature of the changes desired. If notice to terminate or amend is given, negotiations shall commence within thirty (30) days following the date of the notice and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that either party may at any time thereafter provide the other party with a second notice to terminate this Agreement as of the date stated in such notice to terminate, which date shall not be earlier than ninety (90) days after the expiration date of this Agreement, and thirty (30) days after the giving of such notice to terminate.

It is the intent of the parties with respect to collective bargaining of future Agreements to conduct their negotiations in such a manner as to reach a new Agreement on or before the termination of the present Agreement.

Section 1.3 **No Strike Agreement**

There will be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters will be settled as provided herein.

ARTICLE 2

Employer-Union Relations

Section 2.1 **Legal Status of the Parties**

The Union recognizes that the Employer is a utility and that the Employer must comply with federal, state, and local laws and regulations applicable to Employer. The Employer recognizes that Local Union 1547 is affiliated with the International Brotherhood of Electrical Workers.

Section 2.2 **Managerial Prerogatives of the Employer**

The management of Employer's operations and direction of the work force is vested exclusively in the Employer. Providing that the action taken by Employer is not inconsistent with the terms of this Agreement and is not taken for the purpose of discriminating against an employee based on Union membership, the Employer retains management rights and responsibilities, including, but not limited to:

- (1) To prescribe working rules pertaining to safety, discipline, and conduct;
- (2) To supervise and schedule the work force;
- (3) To employ, promote, transfer, and lay-off employees;
- (4) To discipline employees for just cause;
- (5) To determine the size of the work force;
- (6) To control and regulate the use of facilities, supplies, equipment, and other property of the Employer; and
- (7) To introduce new or improved methods of operation or facilities.

2.2.1 **Supervisory Limits**

All of the work coming within the scope of this Agreement shall be done by members of the Bargaining Unit; however, nothing in this Agreement shall be construed to limit non-bargaining unit personnel from performing such work in order to meet the needs of the business under emergency circumstances or for purposes of giving training or instruction. Such supervisory work will not cause layoffs or part-timing of employees.

Section 2.3 **Union as Sole Bargaining Agent**

The Employer recognizes the Union as the sole bargaining agent for all classifications of employees covered hereby in respect to hours, wages and other conditions of employment.

Section 2.4 **Union Shop**

The Employer agrees that all employees covered by this Agreement will, as a condition of employment, within thirty (30) days of the date of this Agreement, or within thirty (30) days after the employee's date of hire, whichever is later, become members of the Union or pay all dues, assessments or fees to the Union as required by the Union. The Employer agrees that only those employees covered hereby who remain in good standing in the Union should continue in its employ. As used in this article, "good standing" means that an employee is not in arrears to the Union for current dues, assessments or fees, including initiation fees.

Section 2.5 **Good Standing with the Union**

The Union may notify the Employer in writing that an employee covered by this Agreement is not in good standing with the Union, in that such employee is in arrears for current dues, assessments or fees, including initiation fees. The Employer will inform the employee of such notification and, unless the employee acquires good standing with the Union within a period of five (5) full workdays after being so informed by the Employer, the employee will be terminated. The Employer agrees to deduct Union dues, assessments and fees from the pay of its employees and pay to the Local Union 1547 such amount as is authorized in writing by the employee on a form acceptable to the Employer. The Employer agrees to make this deduction from each payroll check, and to send a check for the total amount to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month, together with a list of every bargaining unit employee that shows for each employee (1) the employee's social security number, (2) the employee's last name, first name, and middle initial, (3) the amount of working dues, assessments or fees deducted, (4) the amount of monthly dues or fees deducted, (5) the employee's base working rate, (6) the number of hours compensated at straight time, and at the applicable overtime rate, (7) the total hours compensated, and (8) the employee's gross wages. This authority shall be revocable by the employee by notice in writing delivered by mail to the CEO of the Employer and the Financial Secretary of the Union once per year. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues, assessments or fees except that of ordinary diligence and care in forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer based on this section or Section 2.4. Employer retains the right, at its option, to select and use its own counsel in any proceedings arising from this section where Employer determines there is a conflict between the interests of the Union and the Employer as follows: Employer shall provide the Union with a list of at least two (2) law firms that are acceptable to the Employer, and then the Union, in its sole discretion, shall select one of these law firms to act on Employer's behalf. If the Union provides indemnification under this section, the Union will pay a reasonable hourly rate for attorney services, and those costs and services that are reasonable and necessary for such defense.

Section 2.6 **Union Access to Employer's Premises**

Authorized representatives of the Union, while acting on Union business, will be permitted to visit the offices and other places of work of the Employer during working hours. The

Union representative will schedule visits to a department, work site, or facility with the Vice President of Human Resources, or the Vice President's Manager or their designee. Before visiting an area where employees are working, the Union representative will, whenever possible, inform the supervisor responsible for the department which is to be visited. Members of the Union will be permitted to participate in Union meetings during their hours of work only as authorized by the CEO or the CEO's designated representative.

Section 2.7 **Standards of Work**

The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform safe, efficient, and diligent service, and that they will use their influence and best efforts to protect the property of the Employer.

Section 2.8 **Shop Stewards**

Shop stewards who have been selected pursuant to the rules and regulations of the Union to represent the employees covered hereby will be recognized by the Employer. The number of stewards appointed shall be reasonably related to the needs of the Union to represent bargaining unit members. The names of the stewards will be furnished to the CEO of the Employer in writing before beginning their duties. An alternate shall act as the steward when appointed to do so by the Union and the Employer is so notified. The Employer recognizes that the stewards will be assigned their Union duties and responsibilities by the Union and pursuant to this Agreement. The stewards will cooperate with the Employer in securing compliance with this Agreement and, at the request of the CEO of the Employer, or of the CEO's duly authorized representative, will call to the attention of its employees any violations of this Agreement.

Stewards shall perform their assigned duties as an employee covered by this Agreement. Stewards will be given a reasonable amount of time by the steward's supervisor during working hours, and without loss of pay, to handle Union business pertaining to the steward's area of responsibility which could not reasonably be accomplished during non-working hours. This business will be handled as expeditiously as possible and, except for matters taking only a few minutes, the appropriate management supervisor will be informed before a steward performs the Union business. A steward may, with permission from the management supervisor, use a company vehicle to pursue labor management problems during working hours. During outages and other emergencies, a supervisor has the right to require a steward to give priority attention to Employer's business. The steward will confine the steward's activities during working hours to those matters pertaining to this Agreement.

Stewards will not be terminated for any cause until the CEO of the Employer and the Business Manager of the Union have completed an investigation of such cause, provided that the investigation shall not last longer than fifteen (15) work days in cases not involving a reduction in force, and 48 hours in cases involving a reduction in force, without mutual agreement of the parties. In the event of a reduction in force involving a steward, the CEO for Employer and the Business Manager of the Union will meet at least 48 hours prior to the reduction in force to allow adequate time for the Business Manager to replace

the steward; this section, in and of itself, does not obligate Employer to otherwise give the Union advance notice of a reduction in force. As used in this section, “shop steward” or “steward” includes alternate shop stewards, and “working hours” does not include meal and break periods.

Section 2.9 **Leave to Accept Union Office**

Any employee elected or appointed to an office of the Union which requires a part or all of the employee’s time will, upon application, be given annual leave, insofar as such employee may have accrued annual leave, or leave without pay. An employee who is on leave in order to discharge Union duties will continue to accrue service credit for a period not to exceed four (4) years. This Union leave may be extended by mutual agreement. This provision does not apply if an employee seeks leave solely to act as a candidate for Union office.

Section 2.10 **Union Bulletin Boards**

Employer will provide bulletin boards for use by the Union, at locations acceptable to the Union, for the purpose of posting Union notices and communications. Union bulletin boards will be provided with locks and keys, with keys kept by the stewards.

Section 2.11 **Loan of Employees**

The Employer will not lend the services of an employee covered by this Agreement, or cause such services to be loaned, except that in order to meet an emergency situation, the Employer may lend employees’ services to any other electric utility. An employee shall be considered loaned when either of the following criteria is met:

- a) Supervision for employees’ services in question is transferred to another electric utility.
- b) The work is performed for the sole benefit of another electric utility.

In the event the loan of employees becomes necessary, the Employer will notify the Business Manager or other authorized representative of the Union prior to loaning such employees or, if the emergency is urgent, as soon thereafter as practical. The employees will be covered under the terms of this Agreement while on loan.

Section 2.12 **Hiring Procedures**

The parties hereto recognize that the Employer is an equal opportunity employer within the contemplation of Title VII of the Civil Rights Act of 1964, as such statute has been implemented by one or more executive orders, and that Employer may be likewise a federal contractor within the contemplation of the aforesaid executive orders and required to pursue an affirmative action program with respect to equal opportunity for employment (ref: Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, and their implementing regulations at 41 CFR Chapter 60). In order to ensure that Employer conforms in its hiring practices to the requirements of the

law, federal, state and local, as implemented by executive and administrative orders and regulations, the parties mutually agree that neither Employer nor Union will discriminate against any person or persons on the grounds of race, religion, color, sex, age, or national origin with respect to recruitment, hire, promotion, demotion, termination, lay-off, transfer, compensation, selection for training, or otherwise, so as to deny such person or persons equal employment opportunities.

Section 2.13 Contracts and Subcontracts for Office & Engineering Work

It is understood and agreed that the function of Sections 2.13 through 2.13.3 is not in any way intended to limit or restrict the ability of the Employer to do business with other employers, but rather, these provisions are designed and intended to preserve work for employees whose wages, hours and other terms and conditions of employment are prescribed by this Agreement.

2.13.1 Erosion of Work Force

No regular employee shall be laid off, terminated, or discharged by the Employer as a result of the Employer's subcontracting any work historically or normally performed by bargaining unit employees. The Employer agrees that it will not contract out or subcontract work for the underlying purpose of eroding the size of the bargaining unit.

2.13.2 Warranty Work

The Employer may without penalty contract out work involving the installation, troubleshooting and/or repair of equipment, systems and apparatus if required by the terms of a manufacturer's or supplier's warranty. If skills new to the bargaining unit are used, the Employer will continue its existing practice of assigning at least one bargaining unit employee to assist with such warranty work as training that will facilitate work the bargaining unit employees will, with reasonable probability, do later.

2.13.3 Dispute Resolution

The parties shall not enforce Sections 2.13.1 through 2.13.3 of this Agreement by means of slowdown, picketing, strikes or lockouts. In order to avoid unnecessary disputes over the application of this Article, the Union shall be given reasonable advance written notice of any preliminary decision to contract or subcontract work covered by Sections 2.13.1 through 2.13.3. Before the Employer may award any contract or subcontract (including task order contracts and unit price contracts) or assign any work of work covered by Sections 2.13.1 through 2.13.3 (engage in subcontracting activities), the Union shall be given an opportunity within the next five business days following the date of notice to meet with the Employer for the purpose of discussing whether the proposed action is in compliance with this Article. If mutual agreement cannot be reached within that time frame, the matter shall proceed to Step 3 of the grievance procedure if the Union so elects and the Employer will not refuse to arbitrate subcontracting grievances on the basis that they are illegal. If either party should refuse to arbitrate a contracting dispute, that party

will be liable for the other side's attorney's fees and costs incurred in obtaining an order compelling arbitration. The discussion provisions of this section shall not apply to emergency work, task orders issued under task order contracts, individual jobs issued under a unit price contract, contracts or subcontracts in an amount of \$50,000 or less, professional services, or in cases where work is bid under the OELCC and there are no pre-qualified non-union contractors. In addition, the notice requirement shall not apply to emergency work. The exemption of the foregoing categories of work from the notice and discussion provision of this section in no manner limits or impairs any rights the IBEW has to file and process grievances as to such work.

Section 2.14 **Employee Access to Personnel Record**

Employees shall have access to their personnel records in the Human Resources Department at any reasonable time in the presence of the Vice President of Human Resources or designated representative from the Human Resources Department. The employee will receive a copy of any disciplinary letters or of any material placed in this file which may lead to disciplinary action. The employee's personnel file in the Human Resources Department will be secured (locked) and will be accessible only to designated employees in the Human Resources Department, the employee's immediate supervisor and supervisory/managerial personnel in the direct chain of command. All other persons are barred from employee personnel files without the employee's written consent, except as provided by law.

Section 2.15 **Performance Appraisals**

Performance appraisals are intended to communicate to employees how well they are meeting job expectations. Performance appraisals are not considered discipline and will not be used as a substitute for discipline.

Every year following an employee's date of hire, all employees covered by this Agreement will receive a performance appraisal consistent with the Performance Appraisal Procedures established by mutual agreement between Employer and Union. The parties will exercise due diligence, including the concept of interest-based bargaining, when establishing the Performance Appraisal Procedure or subsequent changes thereof. This language will be included as part of each Performance Evaluation form.

The performance appraisal will be signed and dated by the appraiser(s) and appropriate manager reviewer and a copy will be provided to the employee. The employee will sign the performance appraisal to acknowledge receipt.

2.15.1 **Performance Appraisal Procedures**

- a) **Purpose:** Performance appraisals must be fair and statements in the appraisal must have a factual basis and must be related to the essential functions of the employee's job. Rating standards shall be uniformly and consistently applied by the appraiser(s).

- b) Forms: Employer shall devise forms to be used by supervisors in preparing performance appraisals for bargaining unit employees. The Union shall be provided with the opportunity to review the forms, or any changes in the forms, and shall have up to fourteen (14) calendar days in which to provide its input on the forms, or changes thereto prior to their use and implementation by Employer.
- c) Performance Monitoring: The appraiser will actively monitor the employee's performance during the rating period. Throughout the period, the supervisor will discuss the employee's performance with the employee and shall contemporaneously reinforce good performance and correct poor performance.
- d) Preparation: Appraisals shall be written by the management supervisor who directly supervised the employee for the evaluation period. An employee may have an appraisal prepared jointly by more than one management supervisor if the employee reported to more than one supervisor during the evaluation period.
- e) Timeliness: The appraisal shall be completed and discussed with the employee within sixty (60) calendar days of the employee's anniversary date, except in instances where the employee is unavailable. If an employee's appraisal is not timely prepared, the employee's performance shall be considered satisfactory.
- f) Performance Appraisal: In the performance appraisal, employees will be told how they are doing, why they are doing well or poorly, and what can be done to improve or maintain their performance.
- g) Employee Response: As part of the appraisal process, the employee shall have the right to discuss the appraisal with the appraiser(s) and to comment on it without fear of reprisal; the Employer may reconsider and revise the appraisal in light of the employee's comments. The employee may also submit a written response to the appraisal within five (5) working days of receipt of the evaluation; if the employee does so, the response shall become a part of the appraisal, and the entire appraisal shall be retained in the employee's personnel file maintained by the Employer.
- h) Plans for Improvement: If an appraisal includes areas of less than satisfactory performance by an employee, the appraiser(s) shall, within fourteen (14) calendar days from the time the performance appraisal is provided to the employee, develop a plan for improvement that: 1) describes specific activities to be undertaken by the employee to improve performance; and 2) a specific time frame for improvement. This plan for improvement shall be discussed and clarified with the employee at the time the employee receives the improvement plan and shall be considered part of the appraisal process. At the request of the employee, a Union representative may be present during this discussion.

ARTICLE 3

Appointment and Tenure

Section 3.1 **Designation of Employees**

All employees hereunder are designated in writing by way of payroll action as either Regular Full-Time, Regular Part-Time, Probationary, or Temporary. Payroll Action History forms will be given to the shop steward within five (5) days of action or change and will include employee name, date of action, reason for action, original date of hire, rehire date, department, designation (as defined in this section) location, salary plan, salary grade, salary step, job code, new base rate of pay, longevity rate, compensation rate, previous base rate, previous longevity rate; previous compensation rate.

3.1.1 **Regular Full-Time Employees**

Regular employees are those employees who have successfully completed their probationary period and are employed full-time by the Employer.

3.1.2 **Regular Part-Time Employees**

Regular part-time employees are those employees who have successfully completed their probationary period and are employed in positions where the work involved will total less than thirty-two (32) hours per week. Such work may be of an irregular nature such as short shifts at various times and on various days of the week. The number of part-time employees shall not exceed 20% of the total of regular full-time employees covered under this Agreement unless mutually agreed, in writing, by Employer and Union.

3.1.2.1 All employees working the part-time schedule shall be considered regular part-time employees and shall accrue seniority from the last uninterrupted date of hire.

3.1.2.2 Work of an irregular nature that is to be performed as described in Article 3.1.2 shall be in eight (8) or four (4) hour increments.

3.1.2.3 Regular part-time employees shall receive the same benefits as regular employees with Health and Welfare exceptions as described in 3.1.2.4. The employee's annual leave accrual and holidays (including floating and birthday) shall be prorated based on the employee's normal work schedule. An employee who works less than twenty-four (24) hours per week will receive four (4) hours pay for each observed holiday. An employee who works at least twenty-four (24) hours up to thirty-two (32) hours per week will receive six (6) hours pay for each observed holiday. An employee who works thirty-two (32) hours or more per week will receive eight (8) hours pay for each observed holiday. This same formula will apply to bereavement leave, jury duty and all other compensated leave.

Holiday pay will be provided in the appropriate hourly amount on the day observed and will not be adjusted because of a difference in the amount of hours an employee normally works on that particular day. For example, if a half-time employee normally works eight (8) hours on Monday, and the holiday falls on Monday, the employee will only receive four (4) hours holiday pay. However, if an employee does not normally work on Friday, but a holiday is observed on Friday, the employee will receive four (4) hours pay even though they do not normally work on that day. The intent is that a part-time employee working half-time will receive twelve (12) four (4) hour paid holidays per year versus the twelve (12) eight (8) hour paid holidays that a full-time employee receives.

3.1.2.4 Regular part-time employees who have worked ninety-five (95) or more hours in any one month period shall be enrolled in the Alaska Electrical Health and Welfare Fund for the following month. For regular part-time employees who have worked less than ninety-five (95) hours per month, the Employer shall pay one-half (1/2) of the premium amount currently in effect for regular employees so long as the employee maintains eligibility through the self-pay provisions to the Trust.

3.1.2.5 Regular part-time employees shall be paid at the rates established for regular employees in their respective classifications.

3.1.3 **Probationary Employees**

A probationary employee is one who has been hired by the Employer for regular employment, but who has less than ninety (90) calendar days continuous service with the Employer. All employees hired to fill a regular job will be regarded as probationary employees for the first ninety (90) days. During this period of probationary employment for a newly hired employee, employees may be laid off, or discharged by the Employer at the Employer's discretion and such actions shall not be subject to Article 9. This time may be extended by mutual written agreement between Management and Union.

3.1.4 **Temporary Employees**

A temporary employee is one who has been hired by the Employer for occasional workload, employee absences or special projects as outlined below:

- a) Occasional Workload - not to exceed thirty-six (36) weeks in a twelve (12) month period commencing on the employee's date of hire.
- b) Employee's Absences (medical/disability, personal leave, worker's compensation) - may be kept for the duration of the absence.

- c) Special Projects - may be kept for the duration of the project by mutual written agreement by the Employer and Union.

3.1.4.1 Temporary employees will not be hired to replace regular employees or hired to avoid promoting or filling a position that has been vacated by regular employees or that has been newly created. Temporary employees will be used only to augment the current workforce, and not be used in lieu of. Temporary employees will be subject to wages, benefits and applicable work rules in this Agreement, except as provided below.

3.1.4.1.1 A temporary employee shall not accrue seniority;

3.1.4.1.2 A temporary employee shall not accrue annual leave;

3.1.4.1.3 A temporary employee shall not receive jury duty pay;

3.1.4.1.4 A temporary employee shall not receive worker's compensation supplement;

3.1.4.1.5 A temporary employee shall not receive life insurance;

3.1.4.1.6 A temporary employee shall not receive pension/annuity;

3.1.4.1.7 A temporary employee shall not receive Birthday or Floating Holidays.

3.1.4.1.8 Temporary employees, who have at least ninety (90) calendar days of continuous service with the Employer, shall receive holiday pay for the fixed holidays recognized by this Agreement, provided the employees are in pay status the day before and the day after the day on which the holiday is observed.

3.1.4.2 Temporary employees, who have worked twelve (12) consecutive weeks shall be enrolled in the Alaska Electrical Health and Welfare Fund under the same Health and Welfare plan as regular employees for the following month.

3.1.4.3 An employee whose temporary employment is extended beyond twenty-four (24) weeks will receive all benefits afforded to regular employees.

3.1.5 **Transfer of Temporary Employees to Probationary or Regular Status in Same Department**

Any employee hired as a Temporary may be awarded or transferred to Probationary or Regular status. If the employee, on the date of accepting the award or transfer, has not been employed for ninety (90) consecutive days, he will be transferred to Probationary status and the time accrued from his Temporary hire date will be considered part of the probationary time period.

3.1.6 **Transfer of Temporary Employees to Probationary or Regular Status in Different Department**

A temporary employee awarded a regular position who has not worked as a temporary employee in that department will undergo a sixty (60) day probationary period upon award of the regular position. The time spent in another department as a temporary does not count towards the probationary period for the regular position.

Section 3.2 **Reassignment of Regular Employees**

Regular employees may be temporarily assigned to another job classification. All intra-departmental reassignments shall be made by the department manager. Intra-departmental reassignments will not be utilized to avoid filling a vacancy or newly created position. All inter-departmental reassignments of thirty (30) calendar days or more shall be posted as a Notice of Interest.

Section 3.3 **Cross-Training of Regular Employees**

Regular employees may be assigned to different job classifications for cross-training purposes. Cross-training is defined as a non-biddable reassignment under the direction of an incumbent which occurs intra-departmentally for back-up purposes or for career pathing within a progressive classification.

Section 3.4 **Vacancies and Newly Created Positions**

The following procedure will govern job posting, bidding, selection and award, for all job classifications covered by this Agreement.

3.4.1 **Postings**

For the purpose of providing every regular employee covered by this Agreement with an opportunity to bid on posted vacancies or temporary positions, the Employer will make a reasonable effort to notify all regular employees of posted vacancies, including those on approved leave, provided that employee has left an address or phone number where the employee can be contacted. Chugach will re-post Vacancy Positions in-house every four (4) months when a vacancy to be filled has not been filled by way of the posting/bidding process (in that order). This timeframe may be extended by mutual agreement between the parties. Re-posting will only be required if a qualified applicant from outside the Company is not hired to fill the position.

3.4.1.1 Regular Position

Any vacant or newly created position covered by this Agreement which is to be filled shall be posted for bidding within ten (10) working days after the vacancy or opening occurs. Posting shall state details and qualifications applicable to the position and the posted requirements shall be in conformance with established job descriptions.

3.4.1.2 Temporary Position (Notice of Interest)

Any inter-departmental temporary reassignment, temporary job or position created to augment the work force, thirty (30) calendar days or longer, will be posted as a Notice of Interest for three (3) working days to permit employees to express interest. Selection will be made at the discretion of the Employer after close of posting period. The parties understand that such temporary positions can be significant training opportunities for employees interested in broadening their skills and abilities. A good faith effort will be made by the Employer to fill as many of these positions as possible with regular employees seeking such training opportunities.

3.4.1.2.1 Intra-departmental temporary reassignments and temporary Consumer Services Representatives I (grade 5) positions need not be posted.

3.4.2 Bidding

Any regular employee covered by this Agreement may within five (5) working days from the date of job posting present in writing the employee's bid documents to the Vice President of Human Resources or designee. An employee on approved leave may either present written bid documents prior to beginning leave or ensure submittal within the five (5) day posting period. Bid documents will include all information required by the posting.

3.4.2.1 Bid to Lower Classification

If an employee voluntarily bids into a lower pay classification, the employee will be paid at the lower pay rate.

3.4.2.2 Typing Test Requirement

Any regular full time or part-time employee who bids on a position that requires the same or lesser net words per minute than the employee's current position, there will be no typing test required. If an employee bids on a position that requires a higher number of net words per minute than the employee's current position, a typing test will be required that must be current within the immediately previous six month period. These requirements are applicable when an employee bids for any position whether full-time or part-time.

Only Employer administered typing tests will be acceptable as proof of net words per minute. Typing tests must be submitted prior to the closing date of the bid. Only two typing tests will be allowed during the 5-day period of job bid posting.

3.4.3 Bid Committee Selection

Within five (5) working days after the closing date of the posting a committee composed of two representatives from the Bargaining Unit (selected by appropriate shop steward) and two from Employer will meet to review the bids. The Senior Vice President will not sit on the Bid Committee.

Qualifications of bidders who are regular employees covered by this Agreement will be evaluated by the Bid Committee. All qualified bids will then be considered by the Committee to determine who is most qualified to perform the work in accordance with job posting requirements on the basis of:

- a) official transcripts or documented education
- b) job related training and knowledge
- c) quality of past performance
- d) attendance and punctuality

Where bidders are equal in qualifications, seniority shall prevail. The Bid Committee will use due diligence, including the concept of interest-based bargaining, when examining applicants and must exercise a systematic scoring and evaluation process that is consistent with past practice. Additionally, the Bid Committee may request interviews of applicants, supervisors and other applicable resources.

It is the obligation of the Bid Committee to reach a decision and that decision shall be final, except as provided in 3.4.4 and 3.4.4.1.

3.4.4 Job Award

Within ten (10) working days the Senior Vice President will review the Bid Committee selection. In the absence of overriding circumstances the Senior Vice President will accept the recommendation of the bid committee. If the Senior Vice President does not accept the recommendations of the Bid Committee, the Senior Vice President shall inform the Bid Committee of the reasons in writing and the Bid Committee will reconvene. After the bidders have been notified, the Employer will promptly announce the job award.

The successful bidder shall receive the rate of pay for the position awarded effective no later than the sixth (6) working day following the closing date of the job posting, provided the employee is able, on that day, to assume the position awarded.

- 3.4.4.1** Should an employee believe they were passed over without justification, the employee may file a grievance and follow the procedures as provided in Article 9, Grievance Procedure.

3.4.5 Job Award in the Event of No Qualified Bidders

If no bidders are deemed qualified, the Employer may seek qualified applicants from other sources including temporary employees, probationary employees and employees covered under other Chugach Collective Bargaining Agreements. The Employer will notify the Union when it seeks applicants for job openings not filled through the bid or notice of interest procedure. The Union will make available to the Employer a pool of applicants that the Employer may consider. The Union shall maintain a hiring hall and refer qualified applicants to the Employer when requested. The Employer agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement. If the Employer rejects an applicant for not meeting the qualifications, the Employer will provide the reason(s) for rejection to the Union upon request.

3.4.5.1 When the Employer requests qualified applicants from the Union, the Union shall have seventy-two (72) hours (excluding Saturday, Sunday, and recognized holidays) to refer qualified applicants to the Employer. The time period may be extended or shortened by mutual agreement. If the Union does not refer any qualified applicants within the time allotted above the employer may hire by any other means.

3.4.5.2 The Employer shall have the right to reject any job applicant referred by the Union. If the Employer rejects an applicant, the Employer shall immediately notify the Union in writing by noting same on the introductory form presented by the applicant.

3.4.6 Bid-Trial Period

Regular employees awarded a bid to another position may undergo up to a sixty (60) calendar day trial period to be determined by the bid committee. Any employee who successfully bids and fails the trial period shall return to the previous position and rate of pay, if a vacancy remains. If no vacancy exists in the previous position the employee shall be assigned a position by the Employer at the same rate of pay as the position occupied prior to the bid.

Section 3.5 Engineering Proficiency Exam

To advance from Designer I to Designer II and Designer II to Designer III an Engineering Proficiency Exam Committee comprised of an equal number of management and bargaining unit employees will prepare and administer a proficiency exam. The exam will be given during the months of April and October provided there are eligible applicants.

To qualify to take the exam the employee must meet all qualification requirements of the applicable position description (Designer II or III) before April 1 or October 1. Any disputes regarding an employee's qualifications will be resolved through the Bid Committee process. It is the employee's responsibility to turn in a written request to take the exam, which includes qualifications, to the employee's supervisor. This request must be made no less than two (2) months prior to April 1 or October 1. Employer will provide written

notification of employee's eligibility to take the exam within thirty (30) calendar days of receiving the request.

The Engineering Proficiency Exam Committee will review the exam results with the employee as soon as the time permits. A score of 70% or higher is required to pass the exam. An eligible employee who passes the exam on the first attempt will receive compensation for the higher classification retroactive to the employee's date of eligibility, but in no instance more than six (6) months. Thereafter, an employee who passes the exam will be promoted and receive compensation for the higher classification retroactive to the date the exam was taken.

If an employee fails the exam three (3) consecutive times, the employee must wait twelve (12) months to retake the exam. If the employee fails the exam on the fourth try, the employee will again be required to wait twelve (12) months to retake the exam and twelve (12) months for each unsuccessful attempt thereafter. However, if an exam is offered to another qualified employee during the twelve (12) month waiting period, the employee shall be allowed to retake the exam.

Section 3.6 **Member Services Proficiency Exam**

To advance from Consumer Service Representative I (Grade 5) to Consumer Service Representative II – Alternate Work Schedule Classification (Grade 6) the Employer will prepare and administer a proficiency exam to be given once during the months of April and October. The Employer will be responsible for the examination process, with the appropriate shop steward providing input regarding exam content. To be eligible to take the exam the applicant must meet all qualification requirements of the Consumer Service Representative II - Alternate Work Schedule (Grade 6) position description and have been employed at Chugach as a Consumer Service Representative for at least six (6) months. An employee who passes the exam with a 70% or higher will be promoted to and receive compensation for the Grade 6 position no later than six (6) working days from the date the exam is taken.

An employee who does not pass the exam may take it again the next time it is offered. If an employee fails the exam three (3) consecutive times the employee must wait twelve (12) months before taking the exam again. If the employee fails the exam on the fourth try, the employee will again be required to wait twelve (12) months to retake the exam and twelve (12) months for each unsuccessful attempt thereafter.

Section 3.7 **Service Credit**

Service credit for regular and regular part-time employees is defined as the total calendar days of employment from the last date of hire. Total calendar days shall include uninterrupted probationary time and/or temporary time, time in non-bargaining unit positions, authorized leave and authorized leave without pay. Service credit is used for the continuation of certain benefit accrual(s) when transferring from non-bargaining to bargaining unit positions or when transferring from other Chugach bargaining unit Agreements.

Section 3.8 **Seniority**

Seniority is the total service credit which the employee has with the Employer since the employee's last uninterrupted date of hire within Chugach's bargaining units. When more than one employee is employed on the same day, the employee with the earliest birth date (year, month, and day) will have the greatest seniority.

A list reflecting the relative seniority status of each employee covered hereunder will be available to the shop steward. The Employer will keep such seniority list current.

Section 3.9 **Termination of Seniority**

The seniority of an employee will terminate under any of the following conditions:

- a) When a regular employee is laid off, except that if the employee is re-employed as a regular employee and the employee's service break is twelve (12) months or less, seniority will accrue uninterrupted to original date of hire.
- b) When the employee resigns.
- c) When the employee is discharged for just cause.
- d) When an employee transfers to a non-bargaining unit position.

Section 3.10 **Reduction-in-Force**

Whenever a reduction of the work force is required in any job classification within a department, temporary employees will be laid-off before regular employees. Regular employees will be laid off in reverse order of seniority. Prior to a reduction in force, the Employer agrees to inform the Union in advance of its intentions. All regular employees to be laid-off shall receive:

- a) two (2) weeks notice of such action by the Employer; or
- b) two (2) weeks basic wages and laid-off immediately.

In either event, an employee with five (5) or more years of service credit will receive an additional lay-off allowance of two weeks basic wages.

The reverse seniority and advance notice provisions above do not apply to temporary employees.

3.10.1 Replacement

The employee to be affected, may at the employee's own discretion, replace another employee of less seniority in the employee's own or another department of equivalent or lower classification, provided the position description qualifications are met. The employee receiving the reduction-in-force notice has five (5) working days to announce the employee's decision to leave or replace a less senior employee in a specific position. Employees who choose to replace another employee in the same grade level will remain at their same rate of pay. An employee entering a lower classification will receive the lower grade level pay. Step increase progression will continue uninterrupted.

3.10.2 Recall

Laid-off employees shall have re-employment rights to vacant or new positions by order of seniority for twelve (12) months, provided the position description qualifications can be met, and the employee has provided a current address or telephone number to the Employer. If the employee does not return within fourteen (14) calendar days of recall, or make alternative arrangements satisfactory to the Employer, the Employer will have fulfilled its obligations to the employee as regards to recall from layoff. Recalled employees returning to their previous grade level will return at their same rate of pay. If an employee returns to work in a lower grade level, the employee will receive the lower grade pay. Step increase progression and the annual leave accrual rate will resume where it left off at the time of termination.

ARTICLE 4

Leave and Holidays

Section 4.1 **Annual Leave**

1) A regular employee will earn annual leave at the rate of:

1 st year	160 hours per year
2 nd year	176 hours per year
3 rd year	192 hours per year
4 th year	208 hours per year
5 th year	240 hours per year

per annum of active and continuous service.

Except for prior written approval of an employee's Senior Vice President, or other person designated in writing by the Employer, no employee shall be allowed to take more than four hundred eighty (480) hours of annual leave at one time. Accrued annual leave hours will be shown on each paycheck.

2) Leave available for cash-in-lieu (cash-out): Effective October 30, 2020;

- a. Employees with 640 total annual leave hours or less on that date will be capped at 640 hours; and,
- b. Employees with more than 640 total annual leave hours on that date will be capped at the number of total annual leave hours accrued by that employee as of that date. For employees whose annual leave cash-out cap is greater than 640 hours as of October 30, 2020, should the employee's total leave hours ever drop to 640 or less, 640 hours will be their new cap.
- c. If subsequent annual leave is accrued in excess of the employee's cap, those hours can be used for leave time and may not be used for cash-in-lieu of leave. If an involuntary separation of employment occurs and the employee has unused annual leave in excess of their personal cap those hours will be cashed out.

- d. Cash-in-lieu (cash-out) will be limited to not more than 640 hours per year; unless the bargaining unit member's individual cap from (b) above is higher. However, in a year in which a separation of employment occurs, a bargaining unit member who has cashed out up to 640 hours or the bargaining unit members personal cap in that year can also cash out remainder of their leave up to 640 hours or the bargaining unit members personal cap upon separation.

3) Employees may not retire directly from leave.

4) Effective with the Date of Closing, all non-cash leave benefits from the ML&P contract will be discontinued.

Section 4.2 **Scheduling of Leave**

The Union and Employer agree that leave for employees should be scheduled in advance to allow the Employer to efficiently meet its business needs. Thus, leave will be scheduled and approved in advance through a Twelve (12) Month Annual Leave Schedule and through Incidental Leave Requests. The Employer shall determine the number of employees allowed to be on leave at any one time by department, section or work unit. Such leave will be granted if, in the opinion of the Employer, its operations will permit.

In the event that the employee's schedule changes and leave which has previously been approved needs to be rescheduled, the employee will notify the employee's supervisor as soon as possible. If the rescheduled leave poses a conflict with the Twelve (12) Month Annual Leave Schedule it shall be treated as an Incidental Leave Request.

After leave has been approved, it shall not be cancelled if a person with more seniority in the department, section or work unit then applies for the same time.

4.2.1 **Twelve (12) Month Annual Leave Schedule**

A Twelve (12) Month Annual Leave Schedule covering the period March 1 through the last day of February of the following year will be circulated by department, section or work unit prior to March 1.

4.2.1.1 **Initial Circulation**

Employees will only be approved for one continuous block of leave for each circulation and once approved, the employee may take up to the total days of leave requested. Leave time can only be placed on the Twelve (12) Month Annual Leave Schedule if that period of time can reasonably be accrued prior to the taking of that leave with the exception of the first 80 hours of approved leave without pay as defined in section 4.8.1 a. When the Twelve (12) Month Annual Leave Schedule contains more than one person, an appropriate seniority list will be attached and circulated first to the most senior person and then to other persons in seniority order.

4.2.1.2 Additional Circulations

When all persons on the seniority list have had an opportunity to select one annual leave period, a second and third circulation of the schedule shall be made in seniority order for the purpose of employees selecting other non-conflicting periods in the same manner.

4.2.1.3 Approval/Disapproval

Written approval or disapproval of the Twelve (12) Month Annual Leave Schedule shall be made within ten (10) working days after March 1. Both the Union and the Employer agree that both parties shall take all reasonable action to compensate for the employees absence. Written disapproval of leave shall include the reasons why leave has been disapproved.

4.2.1.4 Employees Absent During Circulation

If an employee is unavailable to complete the Twelve (12) Month Annual Leave Schedule, the Employer will make a reasonable effort to notify the employee of the schedule circulation. If non-responsive to the Employer's efforts the employee will submit leave requests as Incidental Leave upon return to work.

4.2.2 Incidental Leave Requests

- a) Leave requested outside of the Twelve (12) Month Annual Leave Schedule will be submitted as an Incidental Leave Request.
- b) Leave requests made after March 1, for periods of more than five (5) working days, will be submitted at least ten (10) working days prior to commencement. Written approval or disapproval of this leave shall be made within five (5) working days after the request has been received.
- c) Leave requests made after March 1, for a period of five (5) working days or less, will be submitted at least three (3) working days prior to commencement. Written approval or disapproval of this leave shall be made within two (2) working days after the request has been received. Incidental Leave Requests will be granted if, in the opinion of the Employer, its operations will permit.
- d) Otherwise, such requests will be granted as soon thereafter as practicable. The Employer may waive the advance notice requirement.

4.2.3 Leave Requests Less Than Eight (8) Hours

Incidental Leave Requests may be granted in units of less than eight (8) hours if approved by the Employer.

Section 4.3 **Leave for Voting**

An employee desiring to vote in a federal, state, or municipal election may do so, provided that the employee is eligible to vote in the particular election for which the employee requests the time off and that the employee can reasonably be spared from the employee's duties. The Employer may schedule voting time throughout the day; provided, however, that employees scheduled to vote just prior to the end of their scheduled workday will be given one (1) full hour. Absence from work for voting time shall be charged against annual leave.

Section 4.4 **Emergency Leave**

In emergencies such as serious illness or other grave personal problems which, in the opinion of Employer merit such consideration, annual leave will be granted immediately, provided that the employee states the reason for requesting such leave. If accrued annual leave is exhausted, the Employer may grant leave without pay under Section 4.8. The Union will cooperate with the Employer to insure to the maximum extent possible that consideration given to emergency requests for annual leave are not abused. Employees will make every reasonable effort to notify the employer in a timely manner of the need to be absent because of an emergency.

Section 4.5 **Sick or Disability Leave – Non Work Related**

When illness or the need of medical attention requires that a regular employee be absent from regularly scheduled work three (3) or more consecutive days, commencing after the third day, leave without pay shall be granted by the Employer at the request of the employee. Otherwise, his absence will be charged to annual leave to the extent that such employee has accrued annual leave with the Employer. Such leave will not exceed one (1) year if the employee had less than five (5) years of service credit at the start of such leave, nor exceed two (2) years if the employee had five (5) years or more service credit at the start of such leave. The one and two year caps on leave without pay noted above shall be calculated on a cumulative basis using a rolling five (5) year period.

4.5.1 **Pregnancy Leave**

Employees who are disabled as a result of pregnancy, child birth, or a related medical condition, shall be granted the same consideration as an employee having any other disability.

Section 4.6 **Parent Leave**

An employee who becomes the parent of either a new-born or adopted child may take up to eight (8) consecutive weeks of annual leave or leave without pay. Leave taken under this section must begin no later than four (4) months after birth or adoption of the child. All accrued annual leave in excess of forty (40) hours will be taken prior to commencing leave without pay with the exception of the first 80 hours of approved leave without pay as defined in section 4.8.1 a. Whenever possible, parent leave shall be requested at least ninety (90) days in advance.

Section 4.7 **Military Leave**

An employee absent from the employee's employment in order to discharge military service required by law will be granted leave without pay for the period of such service or, at the employee's option, annual leave to the extent such leave has been accumulated.

Section 4.8 **Leave Without Pay**

4.8.1 **Use of Leave Without Pay**

- a) Approved Leave Without Pay, (Incremental) - Employees may take leave without pay. The first 80 hours per calendar year of Approved Leave Without Pay (ALWOP) may be granted at the discretion of the Supervisor upon application and consistent with the provisions of Annual Leave in this Agreement. This leave may be taken even if the employee has an annual leave balance.

- b) Approved Leave Without Pay - Leave without pay, not to exceed sixty (60) days in any one (1) year, may be granted at the discretion of the Employer upon application but leave without pay will not be granted to any employee until the employee has used all accrued annual leave, except as otherwise provided in this Agreement. The employee will continue to earn service credit with the Employer during the time the employee is on approved leave without pay status. This section will not apply to leave without pay for employees entering Union service, nor to leave without pay for medical reasons, which are covered elsewhere in this Agreement.

- c) Unapproved Leave Without Pay - To prevent abuse of leave without pay, whenever an employee who has exhausted all annual leave in the calendar year has used unapproved leave without pay for routine, incidental absences in excess of forty (40) cumulative hours in that year, the employee will be responsible for paying the pro rata share of monthly health care premiums paid by the Employer on any subsequent unapproved leave without pay in that calendar year. The employee's pro rata share will be paid by payroll deduction.

4.8.2 **Notification**

If an employee seeks leave without pay under this section for a period of over five (5) working days, and requests the leave at least ten (10) working days in advance, the Employer shall give written approval or disapproval of the leave request within five (5) working days after the request is received. If the Employer turns down a request for leave without pay, the Employer will advise the employee whether, in the opinion of the Employer, the employee may take the leave at a later time.

Section 4.9 **Other Employer Reimbursed Leave**

4.9.1 **Bereavement Leave**

In the event of a death in the immediate family, an employee shall be granted five (5) working days paid leave of absence for purposes of attending the funeral, attending the burial, or dealing with the immediate grief caused by the death. Such leave will not be used as a reduction of the employee's accrued annual leave and may not be banked for future use. Employees will make every effort to notify the Employer in a timely manner of the need to be absent because of bereavement leave and, upon returning from such leave, will confirm the reason the leave was taken on a form provided by the Employer. The term immediate family is defined as the following and applies both to the family of the employee and of the employee's spouse: child (including foster child and step-child), spouse, sister, brother, parents (including foster parents and step-parents), and grandparents.

4.9.2 **Jury Duty Absence and Work Related Subpoena**

An employee shall promptly inform the employee's supervisor when the employee receives a summons for jury duty. If an employee is absent from work on a regularly scheduled workday in compliance with a summons for jury duty, or is subpoenaed to appear because the employee's presence was directly related to the discharge of duties with Employer, such employee will be administratively excused with pay for the period that the employee's absence for such duty is necessary. The employee will be paid the applicable straight time, day rate, less the difference between any jury fee received by the employee and any parking fee paid by the employee. No shift premium or overtime will be paid for jury duty. No charge against annual leave will be made for absence from work in compliance with a jury summons or subpoena referred to above.

Shift workers shall be assigned to day shift Monday through Friday when serving. For each day while on jury duty, the employee shall obtain from the clerk of court a note indicating when the employee is released from jury duty; if two (2) or more hours remain in the work day, excluding a lunch break if the employee did not receive such a break during jury duty, the employee shall return to work as soon as is reasonably feasible.

4.9.3 **Leave for Blood Bank Donations**

Employees who volunteer in an emergency to donate blood shall be excused and compensated at their regular straight-time rate for travel time and actual time spent donating.

Section 4.10 **Work-Related Injury Absence**

4.10.1 **Worker's Compensation**

If a regular employee is absent from work because of an injury which is

compensable under the worker's compensation laws, or any other applicable law, the employee will continue to earn service credit until such credit is terminated by mutual agreement of the parties, or at such time as the compensation claim has been fully settled, whichever is earlier. Employee shall furnish Employer with a statement from a medical doctor certifying that the employee's absence was necessary for medical reasons and a statement certifying that the employee is able to return to work. When an employee is on worker's compensation, the employee shall continue to accrue annual leave. Pension contributions shall be made on a regular employee's behalf up to a maximum forty (40) hours of compensation per week for each week the employee receives supplemental payments in addition to worker's compensation pursuant to Section 4.10.2, with pension contributions capped at a maximum of twenty-six (26) weeks.

4.10.2 **Payment in Addition to Worker's Compensation**

The Employer will pay weekly to any employee disabled in Employer's employment a sum equal to the difference between the total amount of compensation to which the employee is entitled under the Alaska Worker's Compensation Act and/or under any other disability insurance program in which Employer may participate, and seventy-five percent (75%) of the total wages to which the employee would have been entitled, computed at the straight time rate for the employee's regularly scheduled hours of employment, had the employee been on active employment; provided, all such payments in lieu of wages shall be limited to the period for which the employee is entitled to disability compensation, but not to exceed a total of twenty-six (26) weeks; and provided, further, Employer may require the employee to furnish satisfactory evidence of the sums received as disability compensation and medical evidence justifying the employee's continued receipt of such disability compensation.

4.10.3 **Certification Upon Return to Work**

Each employee, upon returning to work, will provide the Employer with a physician's statement authorizing such return and stating work limitations required, if any. After returning to work, if the employee is observed to have problems in performing the employee's job, the employee may be requested to return to the employee's treating physician for a written evaluation of work that may be safely performed, and time required for this evaluation shall be considered as hours worked. Employer agrees to provide the treating physician, prior to this evaluation, with a written description of the physical requirements of the job.

Section 4.11 **Notice of Absence**

If an employee is unable to report to work due to illness or disability, the employee will make every reasonable effort to notify Employer by either personally notifying the employee's supervisor or by leaving a message on the company voice mail of the employee's supervisor prior to the start of the employee's regularly scheduled shift.

Section 4.12 **Medical Verification**

If an employee takes annual leave or leave without pay because of claimed illness or need of medical attention, the Employer may require the employee to provide the Employer with a statement from a medical doctor certifying that the employee's absence was necessary for medical reasons in cases of suspected abuse of leave. Additional statements by a medical doctor may be required by the Employer in the case of extended illness or disability. The employee shall receive one (1) hour compensation at the straight time rate (not counted as hours worked). The employee shall be reimbursed for physicians' charges not covered by the employee's insurance upon submission of all relevant documentation.

Section 4.13 **Holidays**

The days listed below will be recognized as paid holidays:

New Year's Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday After Thanksgiving	
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)
Two Floating Holidays	
Employee's Birthday	

4.13.1 **Days of Observance – Federal/State Conflicts**

The foregoing holidays will be observed on the dates mentioned above, unless other days for their observance are established by statutes or presidential or gubernatorial proclamation. In the event of a conflict between a federal law or federal proclamation and a state law or gubernatorial proclamation with respect to any such observance, the state law or gubernatorial proclamation will control.

4.13.2 **Days of Observance – Except Tuesday Through Saturday Shifts and Beluga Employee Shifts**

Except for employees on the Tuesday through Saturday shift, when a recognized holiday falls on a Sunday, it will be observed on the following Monday; when a recognized holiday falls on a Saturday, it will be observed on the preceding Friday. If Christmas or New Year's falls on a Saturday, it will be observed on Friday, and Christmas Eve or New Year's Eve will be observed on Thursday. When Christmas Eve or New Year's Eve falls on a Sunday, it will be observed on the preceding Friday.

4.13.3 Days of Observance – Tuesday Through Saturday Shifts

For employees on the Tuesday through Saturday shift, when a recognized holiday falls on a normal workday it will be observed that day. If a recognized holiday falls on a Sunday it will be observed on the preceding Saturday; when a recognized holiday falls on a Monday it will be observed on the following Tuesday. If Christmas or New Year's falls on a Saturday, it will be observed on Saturday, and Christmas Eve or New Year's Eve will be observed on Friday. When Christmas Eve or New Year's Eve falls on a Sunday or Monday, it will be observed the preceding Saturday.

4.13.4 Days of Observance – Employees Residing at Beluga Camp

All holidays listed in Article 4, Section 4.13 shall be recognized as paid holidays that cover the employees it will be observed that day. Employees pay during holidays shall not be less than the employee's normal pay for the employee's regularly assigned work schedule. If a holiday is to be observed during the first three (3) days of the workweek, the employee shall receive twelve (12) hours of holiday pay. If a holiday falls on the fourth (4th) day of the workweek, the employee shall receive four (4) hours of holiday pay. If a holiday falls on the employee's regularly scheduled day off, the holiday shall be observed on the employee's next regular workday.

4.13.5 Floating Holidays

The floating holiday(s) shall be observed on a day mutually agreeable to the employee and Employer. Employees who want to use their floating holiday on Martin Luther King, Jr. Day (third Monday of January) or Veterans Day (November 11th) will be allowed to do so provided Employer can maintain essential operations.

4.13.5.1 Floating Holiday Eligibility

New-hire employees are not eligible for floating holidays until they have completed ninety (90) days of continuous service with the Employer.

4.13.6 Birthday Holiday

An employee's birthday shall be observed on a workday mutually agreed to by the employee and Employer. Employees who ask to celebrate their birthday holiday during the month in which it falls, will not be unreasonably denied.

4.13.7 Holiday Eligibility

An employee returning to work from a leave without pay on the day before or after a holiday will not be eligible for holiday pay.

ARTICLE 5

Hours of Work and Compensation

Section 5.1 **Workday and Workweek - Normal**

The normal workday and workweek will begin and end at an assigned office building of the Employer or at any other point mutually acceptable to the Employer and the Union. The normal workday will be from 8:00 a.m. to 5:00 p.m. The lunch period will be one (1) hour and may be scheduled by the Employer between 11:00 a.m. and 2:00 p.m. Optional lunch periods of one-half ($\frac{1}{2}$) hour or lunch periods outside of the 11:00 a.m. - 2:00 p.m. timeframe may occur by mutual agreement between the employee and the supervisor. The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive. If a part-time employee works more than five (5) hours in any given day a lunch period can be taken.

5.1.1 **Consumer Service Representative II (Alternate Work Schedule)**

The normal workday for Consumer Service Representative II (Alternate Work Schedule) will be an eight (8) hour workday scheduled between the hours of 8:00 a.m. and 6:00 p.m. Employees shall be given at least a one (1) week notice prior to implementing a new work schedule. The Employer will make its best effort to rotate Consumer Service Representative II's (Alternate Work Schedule) into different jobs and shifts.

Section 5.2 **Optional Workday**

Optional workdays beginning at 7:00 a.m., 7:30 a.m., 8:30 a.m. and 9:00 a.m. may be implemented by mutual consent of the employee and the Employer. Both parties recognize that scheduling will be necessary to ensure coverage of key positions. The primary consideration for implementing, or the Employer consenting to, optional workday schedules will be determined by the business needs of the Employer. If an insufficient number of employees consent to work the optional workday schedule, the Employer can assign appropriate personnel who have completed their probationary period. Assignment will be made on the basis of seniority with the least senior employee in the job classification being assigned. Employees shall be given a one (1) week notice prior to implementing a new workday schedule. With a one (1) week notice by either party, an employee shall revert back to the regular workday, unless the position has been assigned by the Employer and until such time that there is a less senior employee available in the job classification assigned.

Temporary Employees who have been employed ninety (90) days may be assigned the optional workday schedule.

Section 5.3 **Optional Workweek**

5.3.1 **Four (4) - Tens (10s)**

Should the organizational needs change, the parties agree that a four (4) day workweek, ten (10) hour day, may be implemented by mutual consent between the Employer and Union.

5.3.2 **Tuesday Through Saturday Workweek**

The Employer may establish a Tuesday through Saturday work schedule between the hours of 8:00 a.m. through 6:00 p.m. Tuesday through Friday and 8:00 a.m. through 5:00 p.m. on Saturday at the straight time rate. The Tuesday through Saturday work schedule will be announced at least thirty (30) calendar days in advance. The changed work schedule will be at least thirty (30) calendar days in duration. Individuals assigned to the optional work schedule will be selected on a voluntary basis in order of seniority. If an insufficient number of employees volunteer to work the optional workweek, the Employer may assign appropriate personnel who have completed their probationary period. Assignments will be made on the basis of seniority with the least senior employee in the job classification being assigned.

Temporary Employees who have been employed ninety (90) days may be assigned the Tuesday through Saturday work schedule.

Section 5.4 **Workday and Workweek – Shift Employees**

A shift schedule may be established by the Employer with the employee receiving eight (8) hours of pay for seven and one-half (7-½) hours of work. The Employer may establish shift schedules at the appropriate applicable rate. The shift work schedule will be announced at least thirty (30) calendar days in advance. The changed work schedule will be at least thirty (30) calendar days in duration. Notwithstanding the definitions of workday herein provided, Employer may establish different workdays as follows:

5.4.1 **Swing Shift**

A second or swing shift consisting of eight (8) hours may be established between 3:00 p.m. to 12:30 a.m.

5.4.2 **Night Shift**

A third or night shift consisting of eight (8) hours may be established between the hours of 11:00 p.m. to 8:30 a.m.

5.4.3 **Shift Scheduling**

Both parties recognize that scheduling will be necessary to ensure coverage of key positions. The primary consideration for implementing shift scheduling will be determined by the business needs of the Employer. Shift scheduling will be done on a voluntary basis in order of seniority. If an insufficient number of employees

volunteer to work the shift schedule, the Employer may assign appropriate personnel who have completed their probationary period. Assignments will be made on the basis of seniority with the least senior employee in the job classification being assigned. Temporary employees who have been employed ninety (90) calendar days may be assigned the shift schedule.

5.4.3.1 Shift employees shall be given one (1) week notice prior to implementing a new start time for their shift.

5.4.3.2 With forty-five (45) calendar days notice an employee may request to revert back to the regular workday. The Employer will then post a Notice of Interest and begin the process for selecting an employee to fill the applicable shift.

Section 5.5 **Workday, Workweek and other Working Conditions – Employees Residing at Beluga Camp**

This position will work a four (4) day workweek consisting of three (3) twelve (12) hour days; Monday through Wednesday, and one (1) four (4) hour day on Thursday or Tuesday through Thursday, and one (1) four (4) hour day on Friday. On this schedule, all hours listed above for this regular workweek (40 hours) are at straight time. Any additional hours shall be compensated at double the applicable straight-time rate. The normal workday for the first three (3) days shall be from 7:00 a.m. to 7:00 p.m. The normal workday for the fourth (4th) day shall be from 7:00 a.m. to 11:00 a.m. except that workdays can be adjusted for flight schedule one hour earlier or later so long as the employee works no less than forty (40) hours in a workweek. Employees shall be paid for all time worked between the end of their workday and the departure of the Thursday or Friday flight (depending on work schedule).

5.5.1 **Change in Law – 12 Hour Schedule**

The Employer and the Union share a mutual desire to maintain the established schedule for employees working this schedule at the Beluga Power Plant. If legislation should be enacted which prohibits employees from working in excess of eight (8) hours per day without being compensated at the overtime rate, the Savings Clause of this Agreement will apply.

5.5.2 **Reassignment of Starting Location**

An employee awarded this position will be assigned to Beluga on a continuous basis. With thirty (30) days notice, or less by mutual agreement between the Employer and the employee, regular employees assigned to work at Beluga can be reassigned to Headquarter with a normal workday and workweek schedule as a result of a reduction in force or by mutual consent of the Employer and the Union.

5.5.3 Temporary Assignments

Employees temporarily assigned to work at Beluga shall work the schedule they regularly work if the assignment is less than one (1) week. For assignments of one (1) week or more, employees may choose to work their normal work schedule if a room is available.

Beluga employees temporarily assigned to work at Chugach Headquarters shall be given one (1) week notice prior to implementing a new schedule if the assignment is less than two (2) weeks in duration. For assignments longer than two (2) weeks in duration, employees shall be given thirty (30) days notice. With mutual agreement between the Employer and the Union, advance notice may be waived or changed.

No loss of pay will result from a schedule change.

5.5.4 Training

No loss of pay shall occur if an employee is required to attend training classes outside Beluga.

5.5.5 Transportation

The Employer will schedule air flights so as to permit one flight per week for the employee to travel to Anchorage for days off and return to Beluga for days on. Flights shall be made available to accommodate the work schedule.

5.5.6 Flight Delays or Cancellations

Employees held over at Beluga beyond normal scheduled departure time because of inability to travel (e.g. weathered in or mechanical) will be assigned work in accordance with the twelve (12) hour shift normally assigned at that work location at the applicable overtime rate. Employees unable to depart Anchorage for Beluga because of inability to travel (e.g. weathered out or mechanical) shall be required to report to Chugach Headquarters.

5.5.7 Employer Provided Room and Board

When staying at Beluga the Employer shall provide room and board. An employee shall be assigned a room and shall not be required to double up except in cases where someone may not be able to return to town and no other facilities are available. Meals shall be in accordance with eating scheduled at Beluga and all meals during the regular workday schedule shall be on Company time. Meals on Company time will take only a reasonable amount of time and employees will return to work immediately after eating.

Section 5.6 **Hours of Regular Compensation**

Except as otherwise specifically provided in this Agreement, compensation for the first eight (8) hours of work in any one workday and for the first forty (40) hours of regularly scheduled work in any one workweek will be at the regular rate of compensation for the job classification concerned.

Section 5.7 **Shift Differential Compensation**

An employee required to work an established shift as defined in this Agreement, shall be compensated at a ten percent (10%) differential for the swing shift and a fifteen percent (15%) differential for night shift in addition to the employee's base rate. No employee will be required to lose any time by changing shifts.

Section 5.8 **Compensation During or in Lieu of Annual Leave**

An employee who is eligible to receive annual leave under the terms of this Agreement and who is on annual leave will be paid at the employee's straight time rate in effect when such leave is taken and on the day the employee would be paid were the employee on duty in the employee's regular job. An employee who is eligible to receive annual leave under the terms of this Agreement and who is temporarily working in a higher classification will be paid for annual leave taken at the higher wage rate after the employee has served in the higher classification for more than thirty (30) calendar days.

Upon termination, an employee who is eligible to receive annual leave under the terms of this Agreement will receive a lump sum payment in lieu of accrued annual leave, which payment will be computed at the employee's straight time rate. No employee shall be required to take cash payments in lieu of annual leave except when an employee resigns, is laid off, or is terminated.

An employee who is eligible to receive annual leave under the terms of this Agreement may receive payment in lieu of annual leave on a quarterly basis. In an emergency, payment without regard to the quarterly limitation may be authorized consistent with Chugach's established policy. All cashing of leave shall be at the employee's regular hourly straight time rate of pay. An employee who is eligible to receive annual leave under the terms of this Agreement may cash in accrued leave at a higher wage rate when the employee is temporarily working in a higher classification only after the employee has served in the higher classification for more than thirty calendar (30) days.

Section 5.9 **Compensation of Employees Working in Higher Classification**

An employee assigned to work at a higher classification will be paid the higher wage rate for such work. Any employee assigned to work in a higher classification for a period of thirty (30) days or more will be paid at the higher rate for holidays and annual leave taken during the time in the higher classification. This is to provide for periods of acting assignment, but not to avoid putting newly created work or vacancies up for bid.

5.9.1 **Seventy-Five Percent (75%) Rule**

If an employee works out of classification 75% or more of the time during a two week pay period, they will be compensated at the higher grade level for the entire pay period. Any work performed out of classification will be reviewed on a per pay period basis and hours cannot be carried over from one pay period to another.

5.9.2 **Cross-Training**

Employees on a cross-training assignment in a higher job classification will be paid at the higher rate after completion of the first one hundred twenty hours (120) hours unless extended by mutual consent between the Employer and Union.

Section 5.10 **Temporary Transfer to Lower Classification**

No employee will suffer a reduction in pay by reason of the employee's temporary transfer to a job carrying a lower pay classification.

Section 5.11 **Overtime**

5.11.1 **Overtime Rate**

All work performed in excess of eight (8) hours on Monday through Friday and all work performed on Saturday and Sunday will be compensated at double the applicable straight-time rate, except as otherwise provided in this Agreement.

5.11.2 **Call-Out Pay**

An employee who is required to return to work outside the employee's regular hours of duty will be paid a minimum of two (2) hours at the applicable rate. In the event of a call-out, the employee shall be considered working and receive the appropriate wage rate for all hours worked from the time the call is received until the employee returns to assigned starting location.

5.11.2.1 **Outage Call-Out**

Overtime work as a result of a call-out shall be offered to regular employees on the call-out list consistent with an established call-out procedure as agreed by the Employer and the Union.

5.11.3 **Call-In Pay**

If an employee is scheduled by the employee's supervisor to report for work on a day such employee would not normally be on duty, or on a holiday, the employee will be paid a minimum of two (2) hours at the applicable rate. If the work is subsequently cancelled by the close of the employee's regularly scheduled shift the day prior to the start of such work, no compensation shall be received. The Employer will make every reasonable effort to notify the employee as soon as practical of the cancellation of the call-in.

5.11.4 Holiday Overtime Compensation

Employees not scheduled to work who are called by the Employer to work on a paid holiday will be paid at the straight-time rate for such holiday and, in addition, will be compensated at double the applicable straight-time rate for the hours worked.

5.11.5 Pyramiding of Overtime

No employee shall receive more than one (1) overtime rate for the hours worked and if more than one (1) overtime rate is applicable to the same hours worked, the higher rate only shall be paid.

5.11.6 Distribution of Overtime

The opportunity for all overtime work will be distributed as equitably as practical among regular employees in the job classification in which such overtime work is to be performed. When there is more than one employee in the same job classification, preference will be given to the employee currently performing the specific tasks associated with the overtime assignment.

Overtime work will be offered to temporary employees when no regular employees are available. A list of overtime hours shall be posted once every three (3) months.

5.11.7 Relief After Extended Overtime

An employee who has been on duty for four (4) or more consecutive hours outside of the employee's normal shift shall not be required to report for work the following scheduled workday until the employee has had a minimum of ten (10) hours of relief. The employee shall be paid at the employee's applicable rate for those scheduled hours included in the employee's ten (10) hours of relief. If the Employer requests the employee to come back to work without the minimum of ten (10) hours of relief, the employee shall be compensated at the applicable rate until the employee is relieved. Employer retains the right to determine the actual number of hours an employee may work, consistent with the terms of this Agreement.

Section 5.12 Per Diem

If the Employer requires an employee to be away from home overnight, the Employer will furnish all meals and lodging. When an employee is away from home, the employee shall have the option of receiving \$75.00 in lieu of the Employer furnished meals and lodging for each night which the employee may be required by the Employer to remain away from home. For those employees electing the per diem option, meals eaten on the return trip home will be reimbursed in accordance with Article 5.13.2.

No employee shall be required to be out of town on scheduled work without two (2) days prior notice.

Section 5.13 Employer Provided Meals

Meals are provided when an employee is required to work:

- a) two (2) hours or more immediately following the employee's regularly scheduled shift and every four (4) hours thereafter until relieved.
- b) four (4) hours or more after a call-out and every four (4) hours thereafter until relieved.

5.13.1 Choice of Meal or Compensation

The employee shall be furnished a meal by the Employer on the Employer's time and will be paid at the applicable straight-time rate. Eating shall be accomplished as quickly as reasonably possible as follows:

- a) one (1) hour if returning to work after eating;
- b) one-half (1/2) hour if the employee eats after the employee has finished work; or
- c) the employee may elect to take \$20.00 in lieu of the meal furnished by the Employer and one-half (1/2) hour at the applicable overtime rate.

5.13.2 Reimbursement Ceilings

The following ceilings are established for meals that are eaten:

- a) Breakfast - \$12.50 (includes tip)
- b) Lunch - \$15.50 (includes tip)
- c) Dinner - \$25.00 (includes tip)

Note: For reimbursement of meals a receipt is required.

5.13.3 Missed Breakfast

If a call-out has caused an employee to miss breakfast at home, the Employer will provide a meal not to exceed the breakfast ceiling. The meal will be eaten as quickly as possible, but not to exceed one (1) hour.

5.13.4 Use of Employer's Vehicle and Travel Time

Where individual employees are working in the field and have been assigned the use of a company vehicle, the Employer will allow the use of Employer's vehicle for transportation to meals. For purposes of this section, travel for meals shall be considered as time worked and will be permitted when access to and from a hot meal and sanitary conditions are within fifteen (15) minutes one way of the work site. When sanitary conditions or a hot lunch are not available, the employee shall

be notified twenty-four (24) hours in advance, if at all possible.

5.13.5 Advance Notice

Where an employee agrees at least forty-eight (48) hours but not more than one hundred twenty (120) hours in advance to work overtime on defined work on the employee's first scheduled day-off, during hours that are the same or fall within the employee's regularly scheduled shift, the employee will not be entitled to meals for the first eight (8) hours.

5.13.5.1 Tuesday to Saturday Shift

Employees working the Tuesday to Saturday shift will use Monday as their first scheduled day off for purposes of this section provided Sunday isn't worked or unless mutually agreed otherwise by the Employer and Union.

5.13.6 Straight Eight (8) Hour Shift

Employees working a straight eight (8) hour shift with no meal time provision will eat on Employer's time. If work continues after 8:30 p.m. for the swing shift or after 4:30 a.m. for the night shift with no meal break, it shall be at the applicable overtime rate until relieved for the normal one-half hour meal break.

Section 5.14 Pay Period and Payday

The Employer shall pay employees every other Wednesday for the compensation earned prior to the preceding Wednesday. If a payday falls on a recognized holiday, the payday shall be on the preceding business day.

Employees will sign timecards and submit them for approval. Any subsequent changes to timecards will also require approval. Timecard changes made by management will be discussed with the employee as soon as possible. Employees and supervisors are encouraged to resolve disputes regarding timecard issues promptly and fairly without resorting to the grievance procedure.

Section 5.15 Pay on Termination

When an employee is terminated for cause or to effect a reduction-in-force, the employee will be paid all wages to which the employee may be entitled, together with such other sums as may be due the employee pursuant to the terms of this Agreement, no later than the close of the same business day. If an employee terminates voluntarily, all earnings and other sums due the employee will be paid to the employee not later than close of business on the next business day following the employee's last workday; provided that checkout has been successfully completed. Employees shall be given a termination slip at the time of termination.

Section 5.16 **Statutory Employee Benefits**

Upon application of an employee or authorized representative of the Union, the Employer will furnish evidence that it has complied with all statutory requirements with respect to worker's compensation, unemployment compensation, old age and survivor's insurance and any other statutory benefits to which employees of the Employer are entitled.

Section 5.17 **Moving Expenses**

Employees who transfer to any location outside of Anchorage or from any location outside of Anchorage to Anchorage, or to or from other mutually agreed locations, will be reimbursed for all reasonable moving expenses, and, in addition, a maximum of thirty (30) days lodging and meals while staying at a recognized motel or hotel.

Section 5.18 **Air Travel Insurance**

Employer guarantees that, in the event an employee subject to this Agreement dies from injuries suffered as result of his being required to travel by air at the direction of Employer, or in the discharge of his duties to Employer, the total sum of \$500,000 will be paid to the employee's beneficiary, or beneficiaries, as designated by the employee.

Section 5.19 **Licensing and Certifications**

The Employer shall pay for, or reimburse employees for, all expenses incurred to maintain any license and certification required by Employer, or by local, state or federal law or regulation, as a condition of employment, except that employees have sole responsibility to pay for expenses incurred to maintain a journeyman's certificate of fitness or to maintain a commercial driver's license if the employee is required to have the commercial driver's license under federal law. Employees shall obtain written approval from the Employer prior to incurring expenses for which an employee seeks reimbursement. Where the Employer is required to pay the expenses of licensing or certification, the Employer shall determine the means and methods used to provide any necessary training or testing.

5.19.1 **Certification/Registration Premiums**

An additional five percent (5%) premium of the hourly wage rate will be paid to the following employees:

- a) Designer II, Designer III, and Senior Designer employees who become either a licensed professional engineer registered in the State of Alaska or obtain an Outside Electrical Administrative license. Designers shall be entitled to only one five percent premium even if an employee is both a licensed professional engineer registered in the State of Alaska and has an Outside Electrical Administrative license.

- b) Administrative Secretary employees who become a Certified Professional Secretary (CPS) or a Certified Administrative Professional (CAP). Administrative Secretaries shall be entitled to only one five percent premium for either the CPS or CAP certification.

Upon successful completion by the employee of obtaining any of the above referenced licenses or certifications, the Employer shall reimburse the employee for any documented fees for testing and initial licensing and subsequent licensing renewal fees to maintain such status consistent with Chugach Board policy.

ARTICLE 6

Organization of the Employer

Section 6.1 **Organization of Employer**

The Union and the Employer recognize the importance of modern management principles and the continuing need for flexible management. As a part of this program, the Employer will maintain departmental organizational charts. These will be made available to the Union within ten (10) working days upon request.

ARTICLE 7

Safety

Section 7.1 **State Safety Codes**

The applicable electrical safety codes which have been adopted by the State of Alaska, and any duly adopted amendments thereto or substitutions therefore are hereby adopted by the parties as the minimum standards of safety to be met in the implementation of this Agreement and the assignment to and discharge of work by employees covered herein.

Section 7.2 **Helicopters**

No employee will be required to work under a hovering helicopter. The Employer agrees to honor any state safety rules covering helicopters. The ground crew will be furnished a radio with the helicopter frequency while working with helicopters.

Section 7.3 **Aircraft Transportation**

Personnel flights required by the Employer will be in twin-engine or single engine turbine powered fixed-wing aircraft. Helicopters may be utilized if they are float equipped. By mutual agreement between an employee and the immediate supervisor the employee may choose to fly single-engine non-turbine powered aircraft. All air transportation shall be by a licensed carrier certified by an appropriate licensing agency. No employee shall be required to accept transportation with any carrier when an employee has a reasonable concern about safety.

Section 7.4 **Physical Examination**

An employee hired by the Employer may be required to have a physical examination. The Employer may provide that a complete physical examination be made by a properly licensed medical doctor, to be chosen by the Employer, and such examination will be at the Employer's expense. Such examinations will be scheduled by the Employer as soon as possible following notification of hire.

Section 7.5 **Emergency and First Aid Equipment**

The Employer will furnish safety devices and equipment that may be necessary for the safe and proper emergency medical treatment of employees covered under this Agreement. Employees will use safety equipment on all appropriate occasions.

ARTICLE 8

Discipline

Section 8.1 **Misuse of Employer's Property and Time**

Employees will not use the property or time of the Employer without proper authorization for personal or other non-work purposes, nor will such property be used in a careless, abusive, or illegal manner.

Section 8.2 **Compliance with Work Rules and Regulations**

Failure of an employee to comply with the working rules contained herein or other written regulations of the Employer, to follow lawful and proper orders and instructions or to comply with safety regulations and practices, may be considered insubordination. Those rules and regulations that the Employer has reduced to writing will be kept in a place that is readily accessible to all employees concerned.

Section 8.3 **Public and Employee Relations**

All employees will be required to discharge their duties in a proper and businesslike manner and to be courteous and considerate of one another and the public.

Section 8.4 **Consumption of Drugs/Alcohol**

An employee who is unable to discharge the employee's duties due to the use of alcohol or use of illegal drugs will be considered incompetent, subject, however, to other applicable provisions of this Agreement.

Section 8.5 **Drug and Alcohol Testing**

The Employer and the Union are committed to maintaining a safe and healthful working environment for all employees. In addition, Employer has an obligation to ensure public safety and trust with regard to Association work environment and services. Accordingly, the use of alcohol or controlled substances, including marijuana, cocaine, opiates, heroin, amphetamines, and phencyclidine, or other controlled substances prohibited by state or federal law is strictly prohibited and may result in discipline in accordance with the appropriate labor agreements and Employer's policies.

Drug and alcohol testing will be applicable to all employees covered by this Agreement.

8.5.1 For Cause Drug and Alcohol Testing

8.5.1.1 No Bargaining Unit Employee will be tested for drug metabolites or alcohol unless there exists probable suspicion that the employee to be tested is using or is under the influence of drugs or alcohol. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the on-duty employee.

8.5.1.2 An employee suspected of using or being under the influence of drugs or alcohol may have a Union Shop Steward or alternate present when the employee is being observed by Employer for the above suspicions.

8.5.1.3 If the Employer representative has probable suspicion to believe that the employee is using or is under the influence of controlled substances or alcohol, he/she shall require the employee (in the presence of a Union Shop Steward) to go to the Laboratory to provide urine specimens (or breath samples for alcohol) for laboratory testing. The Employer representative may also accompany the affected employee and Shop Steward to the Laboratory. Transportation to the laboratory will be provided by the Employer. In the event a Shop Steward is not immediately available, Employer will contact the alternate Shop Steward to go to the laboratory. In the event that the alternate is not immediately available, Employer will contact the Union Business Representative or his/her designated representative. If none of the above are available, Employer reserves the right to observe an employee suspected of using or being under the influence of drugs or alcohol without the presence of a Union Representative. Additionally, if none of the above Union representatives are available, Employer reserves the right to require an employee when Employer has probable suspicion that he/she is using or is under the influence of controlled substances or alcohol, to go to the Laboratory to provide urine specimens (or breath samples for alcohol) for laboratory testing without the presence of a Union representative.

8.5.1.4 The employee may not be required to take a drug or alcohol test if the employee's actions are reasonably explained to the satisfaction of the Employer representative to be due to causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reactions to noxious fumes or smoke, etc.). In the event the Employer is unable to determine whether the abnormal behavior

is due to drugs or alcohol or to other causes, the drug and alcohol testing procedure contained herein shall be used.

8.5.1.5 The Employer representative must make a written statement of the observations on which probable suspicion is based within twenty-four (24) hours. A copy must be provided to the Shop Steward or other Union official. Included in this statement will be the Employer representative's efforts to contact the Stewards or representative.

8.5.1.6 Third party reports of drug or alcohol use or aberrant behavior which are not confirmed by Employer representative observations shall not constitute probable suspicion or be grounds for testing.

8.5.1.7 An employee suspected of using or being under the influence of controlled substances or alcohol will be suspended with pay pending Employer's receipt of the test results from the Laboratory.

8.5.2 Random Drug and Alcohol Testing

8.5.2.1 In the interests of promoting the highest standards of workplace excellence and safety, the parties agree to adopt a random drug and alcohol testing program. Employees shall be subject to random drug and alcohol testing in accordance with the protocol and procedures specified in 49 CFR Sec. 382.305.

8.5.2.2 Former ML&P employees not currently in a random drug and alcohol testing pool will be included in the selection pool for this program six months after the effective date of the Transition Agreement in Appendix E of this agreement.

8.5.3 Drug and Alcohol Testing Procedure

8.5.3.1 The Employer representative and Steward must have received training in the signs of drug and alcohol intoxication in a training program endorsed or conducted by Employer, except that training is not a prerequisite in situations where the employee's drug or alcohol use or impairment would be obvious to a person of ordinary intelligence and perception. Employer will make attendance at its drug and alcohol training program available to Union Shop Stewards so they may receive the same training as Employer representatives.

- 8.5.3.2** The testing shall be done by a qualified Laboratory (the Laboratory) designated by Employer.
- 8.5.3.3** It will be the responsibility of the employee to notify the Laboratory of any prescription or non-prescription medication the employee is taking.
- 8.5.3.4** The Employer will require urine specimens or breath test only unless the employee consents to withdrawing of a blood specimen. At the time the specimens are collected, the employee shall be given a copy of the specimen collection procedures. Specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the Laboratory are those of the employee. The employee shall sign test laboratory form(s) authorizing the tests and disclosure of the test results to the Employer.
- 8.5.3.5** Failure to provide a specimen, refusal to take a drug or alcohol test or sign test laboratory form(s) or cooperate with the clinic personnel will constitute a presumption of intoxication and the employee will be subject to appropriate disciplinary actions.
- 8.5.3.6** The Laboratory shall maintain the chain of custody by reasonable means designated to show the handling of the specimen from the time it is collected until all tests are completed, and thereafter, until the specimen is properly disposed of.
- 8.5.3.7** Split testing methodologies and chain of custody procedures will be provided from the Laboratory for review by the Employer and Union. Other laboratories may be used upon mutual consent of the Employer and Union.
- 8.5.3.8** The initial and confirmation cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs and alcohol shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HSS Guidelines), except that the cutoff levels for the following substances shall be as follows:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana Metabolites (THCA)	50 ng/ml	THCA	15 ng/ml
Cocaine Metabolites (Benzoylecgonine)	150 ng/ml	Benzoylecgonine	100 ng/ml
Opioid metabolites	2000 ng/ml	Codeine	2000 ng/ml
Codeine/ Morphine	2000 ng/ml	Morphine	2000 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Hydrocodone	300 ng/ml	Hydrocodone	100 ng/ml
Hydromorphone	100 ng/ml	Hydromorphone	100 ng/ml
Oxycodone	100 ng/ml	Oxycodone	100 ng/ml
Oxymorphone	100 ng/ml	Oxymorphone	100 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine	500 ng/ml	Amphetamine	250 ng/ml
Methamphetamine	500 ng/ml	Methamphetamine	250 ng/ml
AMP/MAMP	500 ng/ml	AMP/MAMP	250 ng/ml
MDMA/MDA	500 ng/ml	MDMA/MDA	250 ng/ml
Alcohol	100 mg/dl		n/a
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid			
(2) Benzoylecgonine			
(3) 25 mg/ml if immunoassay specific for free morphine			

8.5.3.9 In reporting a positive test, the Laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the (GC/MS) confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by a laboratory director or a medical doctor and certified as accurate.

8.5.3.10 Test results which are below the levels specified herein shall be considered negative indications and shall be reported to the Employer as such.

8.5.3.11 Employer recognizes that the results of a drug or alcohol test will be considered medical records and held confidential to the extent permitted by law. Employer will limit disclosure of information acquired in connection with a drug or alcohol test, including positive and negative test results, to the following, unless the employee consents in writing to disclosure to others:

- a) The employee;
- b) The employee's supervisors and other management officials with a need to know;
- c) The Shop Steward or other authorized Union representative if the employee is represented by the Union;
- d) Test laboratory personnel;
- e) The Employee Assistance Program counselor or other rehabilitation personnel if the employee seeks or is required to use same;
- f) An arbitration tribunal in the event of a grievance regarding the employee's alleged drug or alcohol use.

8.5.4 Substance Abuse Treatment Opportunity

Employees suffering from alcoholism and/or drug abuse will receive the same consideration that is presently extended to employees having any other illness. Employees will be allowed to utilize their annual leave or leave without pay to pursue an appropriate program of treatment.

Employer maintains an Employee Assistance Program to aid its employees in overcoming drug and/or alcohol related problems.

8.5.5 Employee Responsibility – Substance Abuse Treatment

It shall be the employee's duty to seek treatment for alcoholism and/or drug abuse. In no case shall job security or promotional opportunity be jeopardized by seeking treatment for such an ailment or condition. Should an employee fail a drug or alcohol test as outlined above the employee will be given an opportunity to seek treatment. If the employee chooses not to seek treatment the employee may be subject to discipline. However, if two (2) alcohol and/or drug abuse related occurrences occur within a twelve (12) month consecutive period, depending on the circumstances, a third occurrence may be just cause for termination. The employee is responsible for maintaining a satisfactory level of job performance. Failure to do so may result in appropriate corrective or disciplinary action as determined by the Employer.

Intent Statement: The parties understand that the "safe harbor" created by the above section is designed to encourage employees to seek treatment for alcohol and substance abuse, and to protect them against discipline and job loss while they are in treatment if they should stumble once or twice. The parties agree that the safe harbor provisions apply only to regular employees.

Section 8.6 **Picket Line**

No employee shall be disciplined for refusing to cross a recognized and sanctioned picket line.

Section 8.7 **Progressive Discipline**

No bargaining unit employee shall be disciplined or discharged except for just cause. The Employer will maintain a practice of progressive discipline. The Employer's disciplinary process is meant to be corrective and not punitive; many incidents may not result in discipline, but may require only verbal advice, instruction or counseling. The steps in the progressive discipline process are: verbal reprimand, written reprimand, suspension, disciplinary demotion, or discharge. Based on the seriousness of a particular offense, discipline may be imposed at any reasonable level. The supervisor responsible for interviewing an employee reasonably suspected of misconduct should notify the employee that the employee may have a Union representative present at an investigatory meeting. The Employer shall not impose discipline based upon stale or remote instances of prior problems or employee misconduct.

8.7.1 **Employee's Response to Progressive Discipline**

Whenever an employee receives progressive discipline of any nature from the supervisor, the employee may elect to respond in writing. A copy of the Employer's action and the employee's written response will be placed in the employee's personnel file.

8.7.2 **Statement of Intent Regarding Progressive Discipline**

Under the Progressive Discipline Section of this collective bargaining agreement, the parties intend that the Employer should notify an employee that the employee may have a Union representative present when the employee is being interviewed for suspected misconduct.

Section 8.8 **Performance of Work**

Failure to perform work in a safe, efficient, diligent, or productive manner may result in appropriate discipline.

Section 8.9 **Discharge**

Although the Employer retains the right to discipline an employee for just cause, it agrees that in the case of discharge, one of the designated Union representatives shall be noticed of the reason for the contemplated discharge prior to taking any action against the employee, unless exigent circumstances or unusual confidentiality requirements preclude such notice. Any employee who is discharged will remain on the payroll until such time as the employee is given a written statement of the reasons for the employee's termination. A copy of this written statement will be provided to the Business Manager of the Union via fax machine at the time the statement is provided to the employee. Either the Union or the discharged employee may take exception to such discharge under the grievance procedure, as set forth in this Agreement.

ARTICLE 9

Grievance Procedure

Section 9.1 **Policy on Grievances**

The parties hereto recognize that the prompt and equitable settlement of employee grievances is essential to the maintenance of sound labor relations. The parties further recognize that such grievances are usually more satisfactorily and expeditiously settled at the lowest supervisory level at which an acceptable understanding can be reached. Every reasonable effort will be made by the shop steward, in cooperation with Employer's CEO, to correct violations and infractions of this Agreement. The shop steward, upon request to the shop steward's immediate supervisor, shall be given a reasonable amount of time during working hours, and without loss of pay, to handle grievances pertaining to the shop steward's area of responsibility consistent with the provisions of Section 2.8 Shop Steward of this Agreement. During outages and other emergencies, the shop steward may be required to give priority attention to Employer's business. Immediate supervisor means appropriate management personnel.

Section 9.2 **Grievance**

A grievance is hereby defined as an alleged violation of the terms of this Agreement.

Section 9.3 **Grievance Procedure**

Any employee or group of employees having a grievance shall proceed, according to the following steps, to seek a satisfactory settlement of the grievance. To provide the best opportunity for the grievance to be resolved at the lowest level, none of the following steps shall be omitted:

Step One: The employee shall discuss the grievance with the employee's immediate supervisor. The employee may have the employee's shop steward present during this initial discussion. If the employee and supervisor fail to agree on the matter, Step Two will be followed.

Step Two: The employee will discuss the grievance with the employee's shop steward who will, in turn, seek to settle the grievance with the employee's immediate supervisor. If the shop steward cannot reach an agreement with the employee's supervisor, Step Three will be followed.

Step Three: The shop steward or designated Union Representative shall state the employee's grievance in writing; the statement will include the following:

- a) The nature of the grievance and the circumstances out of which it arose, including the date of occurrence.
- b) The remedy or correction the Employer is requested to make.

- c) The section or sections of the Agreement relied upon or alleged to have been violated.
- d) The signature of the grievant and the shop steward or designated Union Representative.
- e) The date the statement of the grievance was prepared and the date the statement of grievance was received by the Employer.

Step Four: The written statement of the grievance shall be turned over to the Union's Business Manager or business representative to be presented to the Employer's designated representative within fifteen (15) working days of the occurrence.

Step Five: The Union and the Employer will have fourteen (14) calendar days to discuss the grievance, hold meetings, and try to come to a mutually agreeable settlement. Within seven (7) calendar days after the end of the specified fourteen (14) day period, Employer will provide Union with a written statement of its position on the grievance.

Step Six: If the grievance is not resolved at Step Five, the Union may submit the matter to arbitration within seven (7) calendar days from the date Union receives Employer's statement.

Section 9.4 Arbitration

The Union shall submit a request to the Seattle Office of the American Arbitration Association (AAA) for a panel of eleven (11) potential arbitrators. A copy of the request shall be sent to the Employer. After receipt of the panel from AAA, the parties shall select an arbitrator using the strike method. The order for striking shall be determined by the toss of the coin; the Union Representative shall toss the coin and the management representative shall call heads or tails. The arbitration hearing shall be conducted consistent with the rules established by AAA.

It is mutually understood and agreed that arbitration hearings will be conducted without unnecessary delay. Each party shall be given reasonable opportunity to be heard by its representatives, and to produce witnesses and documentary evidence and to cross-examine. The Arbitrator's authority shall be limited as follows except as provided otherwise in this Agreement:

- a) The Arbitrator shall consider only the particular issue or issues presented in writing by the Employer or Union which have been processed through the grievance procedure.
- b) The Arbitrator shall have the power to interpret the terms of the Agreement, but the Arbitrator's decision shall be based solely on the existing terms of the Agreement, and the Arbitrator shall not have the power to add to, subtract from or modify any of the terms of the Agreement.

- c) The Arbitrator shall have no power to establish wage rates, job classifications or fringe benefits of any kind.

Although no formal rules of evidence are contemplated by this Agreement, the Arbitrator shall determine the admissibility of evidence, admissibility being principally a matter of relevancy, materiality and the avoidance of undue repetition. Each of the parties hereto agrees to produce all books, records and documents or other materials, or certified copies thereof, which, in the opinion of the Arbitrator are relevant to the issues of the grievance.

The judgment of the Arbitrator shall be final and conclusive on the Employer and the Union. The parties further agree that, from the time Employer first was notified of the grievance until it is settled, including the entry of the judgment of the Arbitrator when the grievance has been submitted to arbitration, the subject of the controversy will remain status quo as of the time the grievance was first noticed.

Failure of either party to act within the time schedule set forth in this procedure without the express written agreement of the other party will be considered as a default and the grievance shall be considered to have been settled in favor of the non-defaulting party.

Subject to a different agreement between the parties, the party losing the decision shall bear the total expense of the Arbitrator, however, each party will pay the wages, salaries, fees, and expenses of its witnesses. The Arbitrator, as part of the award, shall identify the losing party.

ARTICLE 10

Miscellaneous

Section 10.1 **Emergencies**

The Employer is engaged in furnishing a vital public service which may under certain circumstances pose a serious threat to life and property. Therefore, notwithstanding any provisions in this Agreement relating to the limiting of work, the composition of work forces and the assignment of duties, all employees will be expected to do any work that is reasonably necessary to the saving of life or the prevention of serious injury to persons or property.

Section 10.2 **Communications and Notices**

All communications between the parties that are contemplated or required by this Agreement will be in email, or writing and will be delivered to the business office of the Union and the Employer. Wherever provision is made in this Agreement for the delivery of a communication or notice to the other party within a specific period, such notice or communications will be considered to have been delivered when it has been emailed or deposited in the United States mail, registered or certified, properly addressed to such other party's mail address of record, and with adequate postage prepaid, or when delivered by messenger with written receipt of delivery.

Section 10.3 **Savings Clause**

If any article, section or provision in this Agreement or any subsequent amendment hereof is rendered or declared invalid by reason of any statute, ordinance, regulation, or other law, or by the final judgment of a court of competent jurisdiction, the invalidation will not affect the remaining portions of this Agreement and such other portions will remain in full force and effect. Upon the invalidation of any article, section, provision, or amendment hereof, the parties shall, within thirty (30) days from the date that notice of the invalidity is received, in good faith negotiate and agree on lawful and enforceable amendments or modifications that will effectuate the parties' original intent. The parties may agree to extend the thirty (30) day time period by mutual consent

Section 10.4 **Identification Cards**

Employer will provide employees with I.D. cards which will serve to identify the individual as an employee of the Employer.

Section 10.5 **Clothing**

Employer agrees to furnish lightweight jackets with company insignia to all employees whose duties require outside contact. Cleaning and maintenance of Employer furnished jackets will be the employee's responsibility. When jackets are no longer serviceable, they will be replaced at Employer's expense; however, employees will be responsible for replacement of jackets lost or damaged from misuse.

10.5.1 Clothing Allowance

The Employer will provide a \$250.00 annual clothing allowance for each employee in the Party Chief, Chainman/Rodman, Instrument Man, Designer I, Designer II, Designer III, and Senior Designer job classification. The clothing allowance will be payable not later than January 30 of each year.

10.5.2 Member Services Casual Friday

Member Services employees will be allowed to wear blue jeans on Fridays provided the jeans are clean, presentable and free of tears. However, employees are still expected to project a professional image, particularly in dealing with the general public. The Employer reserves the right to make the final determination as to whether an employee is dressed appropriately. If an employee fails to dress appropriately, the employee will be sent home to change on the employee's own time, using annual leave or leave without pay at the employee's option.

Intent Statement: The parties' agreement regarding this Section applies to Member Services Casual Friday only and does not alter whatever practices currently exist regarding appropriate dress on other days.

Section 10.6 Break Room- Headquarters Building

Employer agrees to provide a microwave oven and refrigerator for use by employees in the break room.

Section 10.7 New Technology

The use of new equipment, technology or procedures which replace or supersede existing equipment, technology or procedures currently utilized to perform bargaining unit work, shall remain bargaining unit work. It is recognized that employees covered by this Agreement may be required to maintain competency and skills as new technology is introduced. Whenever an employee is assigned to new technology, procedures or equipment, the Employer will provide and the employee will undertake any necessary training and assimilate any new skills which may be required.

ARTICLE 11

Health, Welfare, Pensions and Other Contributions

Section 11.1 **Health and Welfare**

Employer agrees to participate in, and contribute to the Alaska Electrical Health and Welfare Fund (“Fund”) for the purpose of providing certain health and welfare benefits to those employees covered under Medical Plan #552, Vision Plan #701, Dental Plan #601, Disability Plan #801, and Life Insurance #902. As of April 1, 2020, the total monthly premium per employee is \$2,201.00, which Employer shall pay on behalf of each employee, except as outlined below.

The Employer and employees shall share in premium costs as follows:

Grades 4-7

- Effective April 1, 2020 employees pay a total of \$372.30 per month of the premium.

Grades 8-11

- Effective April 1, 2020, employees pay a total of \$378.20 per month of the premium.

Effective April 1, 2021 the split in the total health and welfare premium will be paid ninety percent (90%) by the Employer and paid ten percent (10%) by the employee. The split in the total health and welfare premium will remain and be paid ninety percent (90%) by the Employer and paid ten percent (10%) by the employee for the remainder of the Collective Bargaining Agreement.

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will refer to the Transition Agreement in Appendix E to see the employee health and welfare premium cost.

Should there be a paid claims experience that results in a lowering of the monthly premium rate, Employer and each employee shall share in the reduction of the monthly premium rate in the same percentage as the portion of the premium Employer and employee is paying at the time of the reduction.

For new employees, the payment shall not be made during the first month of employment unless their employment began before the 15th of that month, which payments will entitle such employees to receive the health and welfare benefits including extended dental, vision and orthodontic coverage provided under the terms and conditions lawfully adopted for the administration and management of such Fund. Employer agrees to enter into such further agreements, and to execute such instruments, as may be legally required or convenient to its full participation in the foregoing Fund for, and on behalf of, its said employees.

11.1.1 Health Insurance Supplemental Payments

The Employer agrees to deduct, as authorized by the employee via enrollment form, health insurance supplemental payments from the pre tax net pay of its employees eligible for supplemental payments and pay to the Alaska Electrical Health and Welfare Trust said authorized amount. In the event a Medical Section 125 Plan becomes available, the employee will have the option to participate. The Employer agrees to make this deduction in the full amount from the first pay period ending date of the month and send a check for the total amount, together with a list of the individuals, names for whom the deduction were made, to the Alaska Electrical Health and Welfare Trust on or before the fifteenth (15th) day of the following month.

The Union agrees that the Employer assumes no responsibility in connection with this deduction, except that of ordinary diligence and care in forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer only for amounts deducted from earnings pursuant to this Agreement.

11.1.2 Joint Health Committee

The Employer and Union recognize that there have been and likely will continue to be major changes which affect health care coverage for employees covered by this Agreement. In the spirit of cooperation and in an effort to effectively deal with rapidly changing insurance issues, it is agreed that the Employer and Union will utilize a Joint Health Care Committee comprised of two individuals designated by the Employer and two individuals designated by the Union to address insurance issues. The Committee will meet on a mutually agreed basis. The Committee has no authority to bind the Employer or the Union and will make recommendations regarding what the Committee believes to be effective measures to deal with health care issues.

11.1.3 Effect of Federal or State Health Care Legislation

If federal or state health care legislation adopted after the effective date of this Agreement imposes a significant new financial burden on the Employer or the employees, the parties will bargain in good faith in accordance with Article 10.3 Savings Clause about how to address them.

If the Union and Employer are unable to reach agreement about how to address such changes, the matter will be presented to an arbitrator for resolution in accordance with the grievance/arbitration provisions of this Agreement.

Section 11.2 Pension Plan

The Employer agrees to contribute to, the Alaska Electrical Pension Trust Fund (Trust Fund) on behalf of all eligible employees covered under the Agreement, in accordance with the terms of the Trust Fund.

Former ML&P employees see Transition Agreement in Appendix E.

The contribution rate shall be **\$5.35** per compensable hour for job classifications in grades 4, 5, 6, and 7. **The parties agree to increase the current Pension Contribution of \$5.35, by \$0.25 on July 1, 2020; by \$0.63 on October 30, 2020; by \$0.70 on July 1, 2021; by \$0.70 on July 1, 2022; by \$0.70 on July 1, 2023; and by \$0.70 on July 1, 2024.**

The contribution rate shall be **\$5.50** per compensable hour for job classifications in grades 8, 9, 10, and 11. **The parties agree to increase the current Pension Contribution of \$5.50, by \$0.25 on July 1, 2020; by \$0.63 on October 30, 2020; by \$0.70 on July 1, 2021; by \$0.70 on July 1, 2022; by \$0.70 on July 1, 2023; and by \$0.70 on July 1, 2024.**

11.2.1 Pension Reallocations

Any covered employee who is a participant in the Alaska Electrical Pension Fund (AEPF) may elect to reallocate the contributions made by the Employer to the AEPF according to the rules regarding the reallocation of contributions from the Defined Benefit Plan to the Defined Contribution Plan as outlined in the Trust Plan documents. If an employee makes application to the Plan Administrator for a reallocation and the application is approved, the Plan Administrator will notify the Employer of the new allocation of contributions. The Employer agrees to remit future contributions according to such instructions. The allocation will continue in effect until the Plan Administrator notifies the employer of a subsequent reallocation. Such reallocations may occur no more than once annually. Nothing in this supplemental agreement will cause the Employer to contribute more or less on behalf of an employee than the amount specified in the collective bargaining agreement.

Section 11.3 Annuity Plan

The Employer agrees to contribute two percent (2%) of each employee's gross earnings for participation in the Alaska Electrical Worker's Money Purchase Pension Plan (Annuity Plan). All payments due hereunder will be made to the said Fund on or before the fifteenth (15th) day of the month following in which said gross earnings were earned by Employer's said employees.

Section 11.4 Political Action Committee Fund

With voluntary authorization by an employee on a form supplied by the Union, the Employer agrees to deduct seven dollars (\$7.00) per pay period from the employee's wages to be submitted to the IBEW Local No. 1547, for its Political Action Fund. This money will be sent in monthly with the dues, and shall be made by the fifteenth (15th) of the month following which the deduction was made. In accordance with requirements of Alaska State Law, the Union agrees that Political Action Committee Funds shall not be used for utility board elections.

Section 11.5 **Alaska Joint Electrical Apprenticeship and Training Trust**

The Employer agrees to contribute \$.20 per compensable hour for each employee to provide improvement programs and apprenticeship training. Contributions shall be remitted monthly with forms provided to the Alaska Joint Electrical Apprenticeship and Training Trust (AJEATT). Either party may at any time, with seven days written notification to the other party, cancel that portion of the contribution designated.

Section 11.6 **Employer's 401(K) Plan**

All employees covered under this Agreement are eligible to make contributions up to the legal maximum as provided by law under the terms and conditions of the Employer's 401(K) plan.

Section 11.7 **Cafeteria Day-Care Plan**

All employees covered under this Agreement are eligible to make contributions to the legal maximum as provided by law under the terms and conditions of the Employer's Cafeteria Plan.

Section 11.8 **Life Insurance**

The Employer will fund one hundred percent (100%) life insurance benefits in the amount of \$50,000 per employee.

Section 11.9 **Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance**

Regular employees may purchase on a voluntary basis, additional life coverage through post-tax payroll deductions in twenty five thousand dollar (\$25,000) increments to a maximum of two hundred thousand dollars (\$200,000). Coverage and premium rates will be determined by the insurance carrier.

Section 11.10 **Hardship and Benevolent Fund**

The Employer shall deduct and forward five cents (\$0.05) per hour for each hour of compensation of each employee within the bargaining unit to the IBEW Hardship and Benevolent Fund (IHBF). Such funds shall be forwarded in the same manner and form as other contributions herein.

Section 11.11 **Legal Trust**

The Employer shall contribute fifteen cents (\$.15) per compensable hour for each employee, but not to exceed forty (40) compensable hours per week per employee to the Alaska Electrical Legal Fund. This shall take effect upon date of sale and remain in effect hereafter. All payments due hereunder will be made by the Employer to the said Fund on or before the fifteenth (15th) day of the month following the month in which said compensable hours were earned by Employer's said employees.

ARTICLE 12

General Provisions

Section 12.1 **Job Classifications and Wage Rates**

Job classifications and wage rates are set forth in Appendix A and B.

Section 12.2 **Assignability**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or of any kind of change in ownership or management of either party hereto, or by any change, geographic or otherwise, in the location or place of business of either party hereto.

ARTICLE 13

Labor Management Committee

Section 13.1 **Labor-Management Committee**

The Labor-Management Committee will consist of the CEO, Vice President of Human Resources, the appropriate Business Representative and two representatives from the employee group. The Employer and Union may appoint additional members to this committee as needed. The role of the Labor-Management Committee shall be to foster positive labor-management relations. The Labor-Management Committee will not have the authority to alter the meaning or cost application of the collective bargaining agreement.

The Committee will meet quarterly, unless there is no business to conduct, during business hours at a date and time mutually agreeable to the parties. A meeting of the Labor-Management Committee may be convened at any time if needed.

Agenda items will be submitted to the Vice President of Human Resources prior to the Labor-Management Committee meetings. The CEO, or designee, and the Union Business Representative, or designee, may appoint a sub-committee to review agenda items prior to the Labor-Management Committee meeting.

Section 13.2 **Job Classifications**

The parties recognize the Employer's bargaining unit job classifications as listed and contained in this Agreement, and that such classifications have been agreed upon and are in existence upon the signing of this Agreement.

The parties recognize that new job classifications may be created or that existing job classifications may be changed during the life of this Agreement pursuant to the Classification Committee and its procedures as set forth in Section 13.3 and Section 13.3.1.

Section 13.3 **Classification Committee**

The Union and the Employer shall utilize Classification Committees consisting of two (2) management representatives appointed by the CEO, or designee, and two (2) bargaining unit representatives appointed by the Business Manager or designee. The primary purpose of the Classification Committee shall be the review of newly proposed job classifications or changes in existing classifications falling within the scope of this Agreement.

The Employer agrees to submit changes in job descriptions for review and comment to the Classification Committee prior to implementing such changes and that it will continue to seek consensus and work collaboratively with the Union prior to implementation, recognizing that such decisions are best made by mutual agreement whenever possible. The procedure for review and comment shall be as follows:

13.3.1 Classification Committee Procedure

(a) When the Employer or the Union believes creation of a new job classification is appropriate or either party wishes to propose changes to existing classifications the following procedure shall be followed to ensure efficiencies in the process:

Step One: The moving party will prepare a proposal identifying the changes sought and forward it to the Vice President of Human Resources (HR) who will, within thirty (30) days of receipt, distribute it to the Classification Committee for review and consideration. The Vice President of HR will complete the formal drafting of a new or revised classification if necessary.

Step Two: The Classification Committee will meet within seven (7) calendar days of the Committee members' receipt of the proposal on newly proposed position descriptions or to discuss changes to existing position descriptions, unless mutually agreed otherwise between the parties. Committee members unable to attend in person shall attend telephonically.

Step Three: The Classification Committee will reach a decision within seven (7) days of the meeting and the decision of the majority of the Committee shall be final, except as provided below:

Step Four: If the Classification Committee does not agree on the establishment of the new job classification or the proposed changes, or does not render a decision within the timeframe noted above, unless the delay is the result of extensions of time requested by the Employer, the matter must be submitted to and reviewed by the appropriate Senior Vice President. The Senior Vice President will be the tie breaker with respect to the creation of a new or the modification of an existing classification. If the parties deadlock regarding appropriate compensation for the new or modified job classification the matter will proceed immediately to arbitration.

(b) No regular employee will be laid-off, terminated or discharged by the Employer as a result of the Employer's creation of a new classification or the modification of an existing classification.

(c) Employees will not be displaced by any increase in the qualifications of a position; employees who do not have the additional qualifications will be grandfathered in their current position.

APPENDIX A

List of Existing Job Classifications/Grades

JOB CLASSIFICATIONS	GRADE
<u>Accounting</u>	
Accounting Clerk II	6
Accounts Payable Accountant	7
Accounts Payable Clerk	6
General Ledger Accountant	9
Payroll Accountant	8
Payroll Assistant	7
Plant Accountant I	7
Plant Accountant II/III	8/9
Treasury & Accounting Coordinator	8
<u>Engineering</u>	
Administrative Secretary, Distribution Engineering	7
Administrative Secretary, Transmission Services	7
CAD Specialist	10
CAD Technician	9
CAD/GIS Operator	8
Chainman/Rodman	7
Designer I	8
Designer II	9
Designer III	10
Engineering CAD/GIS Aide	6
Engineering Junior CAD/GIS Operator	7
Engineering Support Technician	8
GIS Specialist	10
GIS Technician	9
Instrument Man	8
Land Services Coordinator	7/8
Party Chief	9
Project Coordinator	9
Receptionist Engineering	5
Record Drawing Technician	7
Senior Designer	11
<u>Environmental Engineering</u>	
Environmental Technician	8

JOB CLASSIFICATIONS**GRADE****Information Services**

Information Services Coordinator 9

Line Operations

Administrative Secretary, Maintenance and Operations Services 7

Line Operations and Maintenance Clerk 7

Operational Support Technician Transformer Shop 7/8

Member Services

Administrative Secretary, Member Services 7

Customer Services Representative I 5

Customer Services Representative II 6

General Clerk - Member Services 4

General Clerk North- Member Services 4

Lead Customer Services Representative 7

Senior Member Services Representative 8/9

Power Supply Administration

Administrative Secretary, Power Supply 7

System Control Support Technician 7/8

Regulatory Affairs

Regulatory Affairs and Pricing Coordinator 8

Risk Management and Administrative Services

Contract Specialist 8/9

Courier 5

Purchasing Clerk III 7

Senior Courier 6

Safety

Safety and Training Coordinator 7

Substation and Relay Operations

Operational Support Technician - Relay 7/8

Operational Support Technician - Substations 7/8

System Control, Communications, SCADA

Operational Support Tech - Telecom 7/8

System Control Support Technician 7/8

APPENDIX B

Step Levels and Wage Rates

1. During the first six (6) months of employment, employee shall be paid 75% of the above rates.
2. During the second six (6) months of employment, employees shall be paid at 80% of the above rates.
3. During the third six (6) months of employment, employees shall be paid at 85% of the above rates.
4. During the fourth six (6) months of employment, employees shall be paid at 90% of the above rates.
5. During the fifth six (6) months of employment, employees shall be paid at 95% of the above rates.
6. After thirty (30) months of employment, employees shall be paid at 100% of the above rates.

The Employer shall have the discretion to place a new hire employee at steps 1 through 4 depending upon the new hire employee's experience and training. The Employer's discretion in hiring new employees above the entry level rate shall be exercised in good faith and shall not be used to give preferential treatment to employees for any reason other than the employee's possession of experience, skills or certifications which genuinely justify compensation above the entry level rate.

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will refer to the Transition Agreement in Appendix E to see the employee wage increase for 2020.

Current Chugach Employees:

Effective, July 1, 2020: the base wage rates for all classifications shall increase by three percent (3%). Effective, October 30, 2020: the base wage rates for all classifications shall increase by two (2%) percent or the base wage of the ML&P classifications whichever is higher.

All Employees:

Effective, July 1, 2021: the base wage rates for all classifications shall increase by two (2%).

Effective, July 1, 2022: the base wage rates for all classifications shall increase by two (2%).

Effective, July 1, 2023: the base wage rates for all classifications shall increase by two (2%).

Effective, July 1, 2024: the base wage rates for all classifications shall increase by two and one half percent (2.5%).

Note: Grades 4-7 voted to move monies to pension on 7/17/02 (\$.25), 10/19/05 (\$.25), 9/14/11 (\$.50) and 7/1/15 (\$.15) for a total of \$1.15 moved to pension

Note: Grades 8-11 voted to move monies to pension on 7/17/02 (\$.80) and 9/14/11 (\$.35) for a total of \$1.15 moved to pension

Note: Movement of Monies and CEA Pension Contributions on MOM History Tab

Job Code	Position Title / Grade	Effective Date	% Change	Temp w/o pension 21	STEPS						Pass Exam 7 or 8 Add 5% of S6	Longevity 99 Add 9% of S6
					Start 1	6 months 2	12 months 3	18 months 4	24 months 5	30 months 6		
					75%	80%	85%	90%	95%	100%		
Grade 4												
5522	General Clerk - Consumer Service	7/1/2012	3.2%	\$15.51	\$14.51	\$15.48	\$16.45	\$17.42	\$18.38	\$19.35		\$21.09
		7/1/2013	3.75%	\$16.06	\$15.06	\$16.06	\$17.07	\$18.07	\$19.08	\$20.08		\$21.89
		7/1/2014	3.25%	\$16.55	\$15.55	\$16.58	\$17.62	\$18.66	\$19.69	\$20.73		\$22.60
		7/1/2015	2.50%	\$16.94	\$15.94	\$17.00	\$18.06	\$19.13	\$20.19	\$21.25		\$23.16
		7/18/2015	(\$0.15)	\$16.94	\$15.79	\$16.85	\$17.91	\$18.98	\$20.04	\$21.10		\$23.01
		7/1/2016	2.50%	\$17.37	\$16.22	\$17.30	\$18.39	\$19.47	\$20.55	\$21.63		\$23.58
		7/1/2017	1.50%	\$17.63	\$16.46	\$17.56	\$18.66	\$19.76	\$20.85	\$21.95		\$23.93
		7/1/2018	2.00%	\$17.98	\$16.79	\$17.91	\$19.03	\$20.15	\$21.27	\$22.39		\$24.41
		7/1/2019	2.50%	\$18.43	\$17.21	\$18.36	\$19.51	\$20.66	\$21.80	\$22.95		\$25.02
		7/1/2020	3.00%	\$18.99	\$17.73	\$18.91	\$20.09	\$21.28	\$22.46	\$23.64		\$25.77
		10/30/2020	2.00%	\$19.37	\$18.08	\$19.29	\$20.49	\$21.70	\$22.90	\$24.11		\$26.28
Grade 5												
5301	Accounting Clerk I	7/1/2012	3.20%	\$19.19	\$16.16	\$17.23	\$18.31	\$19.39	\$20.46	\$21.54		\$23.48
5501	Customer Service Rep I	7/1/2013	3.75%	\$17.76	\$16.76	\$17.88	\$19.00	\$20.12	\$21.23	\$22.35		\$24.36
7111	Courier	7/1/2014	3.25%	\$18.31	\$17.31	\$18.46	\$19.62	\$20.77	\$21.93	\$23.08		\$25.16
5505	General Clerk I - Engineering	7/1/2015	2.50%	\$18.75	\$17.75	\$18.93	\$20.11	\$21.29	\$22.48	\$23.66		\$25.01
5549	General Clerk I - Operations	7/18/2015	(\$0.15)	\$18.75	\$17.60	\$18.78	\$19.96	\$21.14	\$22.33	\$23.51		\$24.86
5524	General Clerk I - Purchasing	7/1/2016	2.50%	\$19.23	\$18.08	\$19.28	\$20.49	\$21.69	\$22.90	\$24.10		\$26.27
		7/1/2017	1.50%	\$19.52	\$18.35	\$19.57	\$20.79	\$22.01	\$23.24	\$24.46		\$26.66
		7/1/2018	2.00%	\$19.91	\$18.71	\$19.96	\$21.21	\$22.46	\$23.70	\$24.95		\$27.20
		7/1/2019	2.50%	\$20.41	\$19.18	\$20.46	\$21.73	\$23.01	\$24.29	\$25.57		\$27.87
		7/1/2020	3.00%	\$21.02	\$19.76	\$21.07	\$22.39	\$23.71	\$25.02	\$26.34		\$28.71
		10/30/2020	2.00%	\$21.44	\$20.15	\$21.50	\$22.84	\$24.18	\$25.53	\$26.87		\$29.29
Grade 6												
5302	Accounting Clerk II	7/1/2012	3.20%	\$19.04	\$18.04	\$19.24	\$20.44	\$21.65	\$22.85	\$24.05		\$26.21
		7/1/2013	3.75%	\$19.71	\$18.71	\$19.96	\$21.21	\$22.46	\$23.70	\$24.95		\$27.20
5306	Accounts Payable Clerk	7/1/2014	3.25%	\$20.32	\$19.32	\$20.61	\$21.90	\$23.18	\$24.47	\$25.76		\$28.08
5502	Customer Service Rep II	7/1/2015	2.50%	\$20.80	\$19.80	\$21.12	\$22.44	\$23.76	\$25.08	\$26.40		\$28.78
3104	Engineering CAD/GIS Aide	7/18/2015	(\$0.15)	\$20.80	\$19.65	\$20.97	\$22.29	\$23.61	\$24.93	\$26.25		\$28.63
5524	General Clerk II - Purchasing	7/1/2016	2.50%	\$21.33	\$20.18	\$21.53	\$22.87	\$24.22	\$25.56	\$26.91		\$29.33
5514	General Clerk - Land Services	7/1/2017	1.50%	\$21.65	\$20.48	\$21.85	\$23.21	\$24.58	\$25.94	\$27.31		\$29.77
5515	General Clerk - Project Support Eng.	7/1/2018	2.00%	\$22.08	\$20.90	\$22.29	\$23.68	\$25.07	\$26.47	\$27.86		\$30.37
5309	Plant Accounting Clerk II	7/1/2019	2.50%	\$22.64	\$21.42	\$22.85	\$24.28	\$25.70	\$27.13	\$28.56		\$31.13
7110	Senior Courier	7/1/2020	3.00%	\$23.31	\$22.07	\$23.54	\$25.01	\$26.48	\$27.95	\$29.42		\$32.07
		10/30/2020	2.00%	\$23.78	\$22.51	\$24.01	\$25.51	\$27.01	\$28.51	\$30.01		\$32.71

Note: Grades 4-7 voted to move monies to pension on 7/17/02 (\$.25), 10/19/05 (\$.25), 9/14/11 (\$.50), and 7/1/15 (\$.15) for a total of \$1.15 moved to pension

Note: Grades 8-11 voted to move monies to pension on 7/17/02 (\$.80) and 9/14/11 (\$.35) for a total of \$1.15 moved to pension

Note: Movement of Monies and CEA Pension Contributions on MOM History Tab

Job Code	Position Title / Grade	Effective Date	% Change	Temp w/o pension 21	STEPS							
					Start 1	6 months 2	12 months 3	18 months 4	24 months 5	Pass Exam 55*	30 months 6	Pass Exam 7*
					75%	80%	85%	90%	95%	Add 5% on S5	100%	Add 5% of S6
Grade 7												
5312	Accounts Payable Accountant	7/1/2012	3.20%	\$21.11	\$20.11	\$21.45	\$22.79	\$24.13	\$25.47	\$26.74	\$26.81	\$28.15
5906	Administrative Secretary*	7/1/2013	3.75%	\$21.87	\$20.87	\$22.26	\$23.65	\$25.04	\$26.43	\$27.75	\$27.82	\$29.21
3228	Chainman/Rodman	7/1/2014	3.25%	\$22.54	\$21.54	\$22.98	\$24.41	\$25.85	\$27.28	\$28.65	\$28.72	\$30.16
5503	Lead Customer Service Rep	7/1/2015	2.50%	\$23.08	\$22.08	\$23.55	\$25.02	\$26.50	\$27.97	\$29.37	\$29.44	\$30.91
5910	Damage Claims/Cost Recovery Tech.	7/15/2015	(\$0.15)	\$23.08	\$21.93	\$23.40	\$24.87	\$26.35	\$27.82	\$29.22	\$29.29	\$30.76
no jc	Distribution Designer Trainee	7/1/2016	2.50%	\$23.67	\$22.52	\$24.02	\$25.52	\$27.02	\$28.52	\$29.94	\$30.02	\$31.52
5528	General Clerk III - Purchasing	7/1/2017	1.50%	\$24.02	\$22.85	\$24.38	\$25.90	\$27.42	\$28.95	\$30.39	\$30.47	\$31.99
5514	Land Services Coordinator -Gr 7	7/1/2018	2.00%	\$24.50	\$23.31	\$24.86	\$26.42	\$27.97	\$29.53	\$31.00	\$31.08	\$32.63
5525	Line Operations & Maintenance Clerk	7/1/2019	2.50%	\$25.11	\$23.90	\$25.49	\$27.08	\$28.67	\$30.27	\$31.78	\$31.86	\$33.45
5516	Locates/Street Light Maint Clerk	7/1/2020	3.00%	\$25.87	\$24.62	\$26.26	\$27.90	\$29.54	\$31.18	\$32.74	\$32.82	\$34.46
5551	Operational Support Technician - Gr7	10/30/2020	2.00%	\$26.39	\$25.11	\$26.78	\$28.46	\$30.13	\$31.81	\$33.40	\$33.48	\$35.15
5521	Operations Warehouse/Inventory Clerk											
5308	Plant Accountant I											
5537	Record Drawing Technician											
5541	Safety & Training Coordinator											
5544	System Control Support Technician-7											
5314	Payroll Assistant (added 8/27/2020)											
Grade 8												
		7/1/2012	3.20%	\$23.43	\$22.28	\$23.77	\$25.25	\$26.74	\$28.22		\$29.71	
5304	Payroll Accountant	7/1/2013	3.75%	\$24.27	\$23.12	\$24.66	\$26.20	\$27.74	\$29.28		\$30.82	
5526	Contract Specialist-Gr 8	7/1/2014	3.25%	\$25.02	\$23.87	\$25.46	\$27.05	\$28.64	\$30.23		\$31.82	
3214	Distribution Designer I	7/1/2015	2.50%	\$25.62	\$24.47	\$26.10	\$27.73	\$29.36	\$30.99		\$32.62	
3101	Engineering Support Technician	7/1/2016	2.50%	\$26.23	\$25.08	\$26.75	\$28.42	\$30.10	\$31.77		\$33.44	
5539	Environmental Technician	7/1/2017	1.50%	\$26.62	\$25.46	\$27.15	\$28.85	\$30.55	\$32.24		\$33.94	
5540	Instrument Man	7/1/2018	2.00%	\$27.15	\$25.97	\$27.70	\$29.43	\$31.16	\$32.89		\$34.62	
5542	Land Services Coordinator-Gr 8	7/1/2019	2.50%	\$27.83	\$26.62	\$28.39	\$30.17	\$31.94	\$33.72		\$35.49	
5536/5552	Operational Support Technician - Gr 8	7/1/2020	3.00%	\$28.66	\$27.41	\$29.24	\$31.07	\$32.90	\$34.72		\$36.55	
3301	Plant Accountant II	10/30/2020	2.00%	\$29.23	\$27.96	\$29.82	\$31.69	\$33.55	\$35.42		\$37.28	
5912	Regulatory Affairs & Pricing Coord.	10/30/2020	New Base CALC	\$29.59	\$28.45	\$30.34	\$32.24	\$34.14	\$36.03		\$37.93	
5510	Relay Support Technician											
5541	Safety & Training Coordinator											
5532	System Control Support Technician-8											
5911	Treasury & Accounting Coordinator											

Note: Grades 8-11 voted to move monies to pension on 7/17/02 (\$.80) and 9/14/11 (\$.35) for a total of \$1.15 moved to pension												
Note: Movement of Monies and CEA Pension Contributions on MOM History Tab												
Job Code	Position Title / Grade	Effective Date	% Change	Temp w/o pension 21	STEPS						Pass Exam 7 or 8 Add 5% of S6	
					Start 1	6 months 2	12 months 3	18 months 4	24 months 5	30 months 6		
					75%	80%	85%	90%	95%	100%		
Grade 9												
3215	Designer II	7/1/2012	3.20%	\$26.17	\$25.02	\$26.69	\$28.36	\$30.02	\$31.69	\$33.36	\$35.03	
3102	Engineering Sr. CAD/GIS Operator	7/1/2013	3.75%	\$27.11	\$25.96	\$27.69	\$29.42	\$31.15	\$32.88	\$34.61	\$36.34	
5307	General Ledger Accountant	7/1/2014	3.25%	\$27.95	\$26.80	\$28.58	\$30.37	\$32.16	\$33.94	\$35.73	\$37.52	
2801	Party Chief	7/1/2015	2.50%	\$28.62	\$27.47	\$29.30	\$31.13	\$32.96	\$34.79	\$36.62	\$38.45	
5303	Plant Accountant III	7/1/2016	2.50%	\$28.16	\$28.16	\$30.03	\$31.91	\$33.79	\$35.66	\$37.54	\$39.42	
1537	Project Coordinator	7/1/2017	1.50%	\$29.75	\$28.58	\$30.48	\$32.39	\$34.29	\$36.20	\$38.10	\$40.01	
no jc	CAD Technician	7/1/2018	2.00%	\$30.35	\$29.15	\$31.09	\$33.03	\$34.97	\$36.92	\$38.86	\$40.80	
3102	GIS Technician	7/1/2019	2.50%	\$31.10	\$29.87	\$31.86	\$33.86	\$35.85	\$37.84	\$39.83	\$41.82	
5914	IS Senior Coordinator	7/1/2020	3.00%	\$32.04	\$30.77	\$32.82	\$34.87	\$36.92	\$38.97	\$41.02	\$43.07	
5526	Contract Specialist-Gr 9	10/30/2020	2%	\$32.68	\$31.38	\$33.47	\$35.56	\$37.66	\$39.75	\$41.84	\$43.93	
		10/30/2020	New Base CALC	\$33.28	\$32.00	\$34.14	\$36.27	\$38.40	\$40.54	\$42.67	\$44.80	
Grade 10												
3216	Designer III	7/1/2012	3.20%	\$29.17	\$28.02	\$29.89	\$31.76	\$33.62	\$35.49	\$37.36	\$39.23	
3106	GIS Specialist	7/1/2013	3.75%	\$30.22	\$29.07	\$31.01	\$32.95	\$34.88	\$36.82	\$38.76	\$40.70	
3103	Lead CAD/GIS Operator	7/1/2014	3.25%	\$31.17	\$30.02	\$32.02	\$34.02	\$36.02	\$38.02	\$40.02	\$42.02	
3107	CAD Specialist	7/1/2015	2.50%	\$31.92	\$30.77	\$32.82	\$34.87	\$36.92	\$38.97	\$41.02	\$43.07	
		7/1/2016	2.50%	\$31.54	\$31.54	\$33.64	\$35.74	\$37.85	\$39.95	\$42.05	\$44.15	
		7/1/2017	1.50%	\$33.18	\$32.01	\$34.14	\$36.28	\$38.41	\$40.55	\$42.68	\$44.81	
		7/1/2018	2.00%	\$33.84	\$32.65	\$34.82	\$37.00	\$39.18	\$41.35	\$43.53	\$45.71	
		7/1/2019	2.50%	\$34.69	\$33.47	\$35.70	\$37.93	\$40.16	\$42.39	\$44.62	\$46.85	
		7/1/2020	3.00%	\$35.73	\$34.47	\$36.77	\$39.07	\$41.36	\$43.66	\$45.96	\$48.26	
		10/30/2020	2.00%	\$36.44	\$35.16	\$37.50	\$39.85	\$42.19	\$44.54	\$46.88	\$49.22	
		10/30/2020	New Base CALC	\$36.98	\$35.56	\$37.93	\$40.30	\$42.67	\$45.04	\$47.41	\$49.78	
Grade 11												
3217	Senior Designer	7/1/2012	3.20%	\$32.59	\$31.44	\$33.54	\$35.63	\$37.73	\$39.82	\$41.92	\$44.02	
		7/1/2013	3.75%	\$33.77	\$32.62	\$34.79	\$36.97	\$39.14	\$41.32	\$43.49	\$45.66	
		7/1/2014	3.25%	\$34.83	\$33.68	\$35.92	\$38.17	\$40.41	\$42.66	\$44.90	\$47.15	
		7/1/2015	2.50%	\$35.67	\$34.52	\$36.82	\$39.12	\$41.42	\$43.72	\$46.02	\$48.32	
		7/1/2016	2.50%	\$35.38	\$35.38	\$37.74	\$40.09	\$42.45	\$44.81	\$47.17	\$49.53	
		7/1/2017	1.50%	\$37.08	\$35.91	\$38.30	\$40.70	\$43.09	\$45.49	\$47.88	\$50.27	
		7/1/2018	2.00%	\$37.82	\$36.63	\$39.07	\$41.51	\$43.96	\$46.40	\$48.84	\$51.28	
		7/1/2019	2.50%	\$38.77	\$37.55	\$40.05	\$42.55	\$45.05	\$47.56	\$50.06	\$52.56	
		7/1/2020	3.00%	\$39.93	\$38.67	\$41.25	\$43.83	\$46.40	\$48.98	\$51.56	\$54.14	
		10/30/2020	2.00%	\$40.73	\$39.44	\$42.07	\$44.70	\$47.33	\$49.96	\$52.59	\$55.22	

APPENDIX C

Letters of Agreement

Attached to this Collective Bargaining Agreement are the Letters of Agreement the Parties have been able to locate and identify as being still in effect. Please note, however, the list is not exhaustive.

Chugach ELECTRIC ASSOCIATION, INC.
5601 MINNESOTA DRIVE • POUCH 6300 • ANCHORAGE, ALASKA 99502-0300 • PHONE 907-563-7494

TELEX: CHUGACH AHG
(090) 25 265

August 9, 1984

Mr. Thomas S. Kolasinski
General Manager
Chugach Electric Association, Inc.
5601 Minnesota Drive
Anchorage, Alaska 99502-0300

Dear Mr. Kolasinski:

LETTER OF UNDERSTANDING

Chugach agrees that preliminary inspections, as contained in the job descriptions for Engineering Technicians, include field observation of construction prior to final acceptance of that work by Chugach, such as inspection of trenches for underground construction, placement of equipment used in underground construction, pole framing and right-of-way clearing. This work will be reviewed by an Engineering Tech IV for final acceptance and assistance as needed will be provided by the Engineering Tech IV and management. Preliminary inspection duties do not include subtransmission, remote sites, or final inspections. All change orders will be reviewed by an Engineering Tech IV and/or a responsible supervisor.

Chugach will post all Engineering Tech II positions at Grade 9A level as required. All preliminary inspections and related inspection duties will be paid at not less than 9D level.

The grievance filed by Louis J. Mass, dated December 28, 1983, is hereby withdrawn.

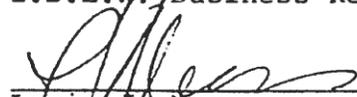
Dated: August 9, 1984



Thomas S. Kolasinski
General Manager



Jim Cooper
I.B.E.W. Business Representative



Louis J. Mass
Grievant

LETTER OF UNDERSTANDING

Between

Chugach Electric Association, Inc.
Office and Engineering Agreement

and

**International Brotherhood of Electrical Workers,
Local No. 1547**

Re: Engineering Services for Subtransmission, Transmission, and
Substation Construction and Maintenance Projects

This letter is to confirm the understanding reached between Chugach Electric Association, Inc. ("Employer") and the International Brotherhood of Electrical Workers ("IBEW") on September 23, 1988, concerning engineering services for subtransmission, transmission, and substation projects.

Bargaining Unit personnel may be assigned engineering services duties on subtransmission, transmission, and/or substation projects. Bargaining Unit personnel may receive engineering service assignments on capital and maintenance projects within the subject area(s). These assignments shall be made at the sole discretion of and for the convenience of the Employer, and at no time will work in the subject area(s) be deemed to be bargaining unit work during the term of the current Office and Engineering Agreement (labor agreement).

The purpose and intent of this letter is to permit the creation of Employer/Bargaining Unit work teams within the subject areas and allow for the enhancement of training and education of Bargaining Unit personnel.

For the purposes of this Letter of Agreement, "Engineering Service(s)" is defined as tasks relating to design, inspection, survey, drafting, and closeout of capital construction and maintenance projects. "Engineering Services for subtransmission and substation projects" is defined as work performed by or under the direction of management personnel. "Subject area(s)" is defined as transmission, subtransmission and/or substation projects." "Bargaining Unit" is defined as employees under the labor agreement between the Employer and IBEW.

The parties further agree that this Letter of Understanding shall be attached to and made a part of the current Office and Engineering Agreement covering terms and conditions of employment between said parties on such date as designated below, and will terminate on the expiration of this agreement unless extended by mutual consent.

Date: 11/21/88

CHUGACH ELECTRIC
ASSOCIATION, INC.

BY: David R. Highen

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL UNION NO. 1547

BY: A. J. Brooks



CHUGACH ELECTRIC
ASSOCIATION, INC.

RECEIVED

OCT 20 1992

EMPLOYEE
RELATIONS

RECEIVED

OCT 22 1992

DIRECTOR,
ENGINEERING DIVISION

September 24, 1992

Ms. Barbara "BJ" Jewell
International Brotherhood of
Electrical Workers - Local 1547
2702 Denali Street
Anchorage, AK 99503

RE: Grievance Filed by Robert Pool on 2/3/92
Work Out of Classification

Dear Ms. Jewell:

A meeting was held on Monday, September 21, 1992 to discuss final resolution of the grievance filed by Robert Pool on 2/3/92 regarding work out of classification. In attendance were Mary Tesch, Bill Nagengast, Barbara "BJ" Jewell and Robert Pool.

Meetings were held during the summer of 1992 to resolve the Grade 11 work assignment issue. The first meeting was attended by Bill Nagengast, Gary Meadows, Mike Arnold, Dick Henderson, and Robert Pool. Dick Henderson was absent from the second meeting due to his vacation.

At the meeting on September 21, 1992, the following was agreed to in determining Grade 11 work.

DETERMINING WHEN A DESIGN PROJECT IS GRADE 11

Projects of the following nature will be considered Grade 11 work when assigned to the Distribution Improvements Department:

1. Design of a 34.5 kV overhead and underground subtransmission lines.
2. Design of projects which involve installation of vaults and concrete encased duct.
3. Design of State and Municipal relocation projects which require preparation of relocation agreements.
4. Design of three phase overhead distribution lines constructed with conductors having a breaking strength of 10,000 pounds or greater and where sag and tension computations are required.

Ms. Barbara "BJ" Jewell
September 24, 1992
Page Two

5. Underground cable projects are not Grade 11 work unless they are three phase, of a complex nature and meet one of the following criteria.
 - a. The project must be a rebuild of a substation feeder tie circuit involving three or more substation feeders. See Attachment A for an example of this type of project.
 - b. The project must require development of new and unique installation methods or techniques not previously used on the Chugach Electric Association, Inc. system. See Attachment B for an example of this type of work.

The following types of projects are not considered Grade 11 projects.

- A. Single phase/three phase commercial, residential or subdivision line extensions.
- B. Service drop installations.
- C. Street/yard light installations.
- D. Transformer installations.
- E. Metering installations
- F. Conduit installations.
- G. Investigations involving 34.5 kV lines.
- H. Cable replacement projects.
- I. Installation of poles in a 34.5 kV overhead line where such installation does not involve a change in 34.5 kV line grade or alignment (i.e. new pole installed that is to be used as a distribution transformer pole is not considered Grade 11 work).
- J. Preliminary estimates not involving actual design of concrete encased duct and vault systems or concrete encased duct installed in narrow right-of-way, typically between buildings.
- K. Construction of new direct buried feeder tie circuits.

September 24, 1992
Ms. Barbara "BJ" Jewell
Page Three

A Grade 9 or 10 Designer will only be upgraded to Grade 11 for those design projects defined under Items 1 through 5 above for which the Grade 9 or 10 Designer has been assigned project design responsibility. Project responsibility can only be assigned by the Designer's Manager/Supervisor. The Designer requesting upgrade to Grade 11 for work performed on a project shall request such upgrade in writing BEFORE upgrade is authorized by the Manager/Supervisor. Authorization for upgrade shall be made in writing by the Manager/Supervisor.

No upgrade to Grade 11 will be paid to a Grade 9 or 10 Designer for any of the work performed on a Grade 11 project when the Grade 9 or 10 Designer is working on a Grade 11 project under the direction of a Grade 11 Senior Designer. The responsible Grade 11 will be required to sign off on the project drawings and staking sheets when project design is completed and computations as required.

Joe Miller will be compensated a total of \$876.98, as mutually agreed, for hours worked between 12/20/91 through 1/18/92 which should have been paid at the Grade 11 rate.

Your signature below indicates your concurrence with the above agreement in full and final settlement of this grievance.

If you have any questions, please call me at 762-4777.

Sincerely,



Mary Tesch, Manager
Employee Relations


Agreed to: Barbara "BJ" Jewell

cc: Mike Massin
Bill Nagengast
Gary Meadows
Robert Pool

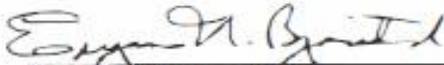
Letter of Understanding
Between
International Brotherhood of Electrical Workers, Local 1547
And
Chugach Electric Association, Inc.

This letter of understanding is to confirm the agreement between the employer and IBEW Local 1547 regarding bidding rights for the Office and Engineering and the Generation Plant Personnel Agreements for certain positions covered under the Outside Plant Personnel Agreement.

- Positions requiring a prerequisite of journeyman lineman shall be excluded from cross agreement bidding.
- ¹¹ Short calls for Meter Readers, Mechanics, and Warehouse personnel will be excluded from this cross bidding agreement. All other positions are eligible for cross agreement bidding.
- ^m To be eligible to bid on journeyman lineman positions the bidder must have been dispatched as a journeyman lineman. Effective date for this requirement will be the signing date of this Letter of Understanding.
- s All eligible bidders must be regular employees under the employee's agreement.
- The committee will consider all bids consistent with the bidding procedures in the Outside Plant Personnel Agreement.
- ^a Bidders covered by the Outside Plant Personnel Agreement will be considered first and the position awarded to the most qualified bidder, consistent with the bid procedures in the Outside Plant Personnel Agreement. In the event there are no qualified bidders covered by the Outside Plant Personnel Agreement then the qualifications of bidders from other IBEW/CEA agreements will be considered and the position awarded to the most qualified bidder from this group, qualifications being equal seniority shall prevail.
- For purposes of bidding from Office and Engineering or Generation Plant Personnel Agreements into the Outside Plant Personnel Agreement,

seniority will be the employee's seniority date within the employee's agreement at the time the bid was submitted.

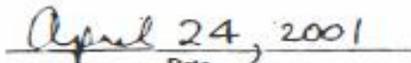
- For successful bidders from Office and Engineering or Generation Plant Personnel Agreements into the Outside Plant Personnel Agreement service credits will begin from their original date of hire. For purposes of job bidding or reduction in force, seniority will begin on the date of transfer to the Outside Plant Personnel Agreement
- In the event a sixty (60) day probationary period applies and the successful bidder into the Outside Plant Personnel Agreement fails their probationary period, that employee may return to a classification they held prior to the unsuccessful probationary period and within the IBEW/CEA agreement they previously worked under.
- For successful bidders from the Office and Engineering or Generation Plant Personnel Agreement, they will be considered as a regular employee covered under the Outside Agreement.
- Upon the completion of a temporary assignment, the employee will return to their position under the Agreement held prior to the temporary assignment.



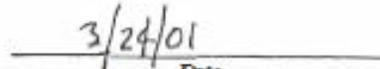
Eugene N. Bjornstad
General Manager
Chugach Electric Association, Inc.



Gary Brooks
Business Manager
International Brotherhood of
Electrical Workers Local 1547



Date April 24, 2001



Date 3/24/01

contributions per compensable hour. Retirees, however, shall not receive annual leave accrual, holidays, bidding rights, health insurance and seniority.

5. Due to the familiarity the Retiree has with the Employer, Retirees will be brought back at no less than Step 4 of the appropriate Grade pay level. Note: this does not necessarily mean the retiree will be brought back at the same grade level they held when they retired from Chugach. They may be offered employment at a lower Grade level to accomplish the job duties required by the Employer (consistent with the appropriate Job Description).
6. The parties agree that this employment opportunity for Retirees is being enacted on a temporary basis. With mutual agreement between the parties this agreement will remain in effect on an ongoing basis. To ensure its success and to preserve this work opportunity for eligible Retirees, the parties will readily convene and use interest based bargaining to try to resolve any issues or conflicts that may arise.

Your signature below indicates your concurrence with this agreement and the employer's ability to hire accordingly at the earliest convenience.

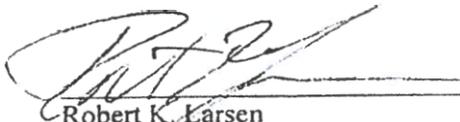
If you have any questions, please do not hesitate to contact me at 762-4777.

Sincerely,



Mary Tesch
Director, Human Resources

Agreed to:



Robert K. Larsen
Business Representative
IBEW, Local 1547

05/10/01
Date

Cc: Gene Bjornstad
Bill Stewart
Ron Vecera

Settlement Agreement

Grievance No. CEA O&E 99-01

1. **Outage Log Corrections:** The duties* listed below have been returned to the Dispatchers in the Generation Agreement (with Supervisory review), followed by associated review and data input by the Power Control Data Technician; and, whereas the Employer agrees that the duties constitute bargaining unit work under the Generation/Office & Engineering Agreements, this issue is hereby withdrawn.

***Duties:**

- Check outage logs and obtain information to fill in gaps;
- Maintain corrected outage log file;
- Mark up monthly log for appropriate Data Technician to input into outage database.

2. **Underground Cable Databases:** The duties* listed below have been returned to the applicable CAD/GIS Operator, Administrative Secretary- Distribution Support Engineering Department and Designer(s); and, the Employer agrees that this is bargaining unit work under the O&E Agreement, this issue is hereby withdrawn.

***Duties:**

- Maintaining/Correcting Cable History Database (the Cable History Database is not currently being maintained);
- Inputting updated information into the Failed Cable Database and Maps (the Administrative Secretary- Distribution Support Engineering Department currently has this responsibility);
- Send in failed cable samples and maintain database;
- Acquire failed cable samples and associated information;
- Assist Planning Engineer in analysis as assigned.

NOTE: A Planning Engineer is currently performing some aspects of the maintenance of the Failed Cable Database and Maps as it relates to the position. The Union agrees that this duty is not claimed exclusively by the Bargaining Unit. This duty may continue to be shared by Planning Engineers and Designers as workload dictates.

3. **Engineering Support Coordination/Mapping and Switch Cabinet Sheet Changes:** The duties* listed below are no longer being performed by the Planning Engineer (Distribution) and the Employer agrees that this is appropriate bargaining unit work under the O&E Agreement, this issue is hereby withdrawn. The Employer agrees to clarify with Dispatch and Engineering Support the proper routing of information to be updated.

***Duties:**

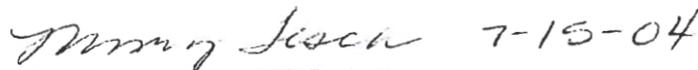
- Coordination person for Engineering Support to assure mapping changes/standards are met (this duty is not currently being performed);
- Support applicable CAD/GIS Operator with questions and research (the CAD/GIS Operator is currently responsible for contacting the appropriate individual).

4. **Sectionalizing Map Maintenance:** The duties* listed below are no longer being performed by the Planning Engineer (Distribution) and the Employer agrees that this is appropriate bargaining unit work under the O&E Agreement, this issue is hereby withdrawn. Employer agrees to clarify with Dispatch and Engineering Support the proper routing of information to be updated.

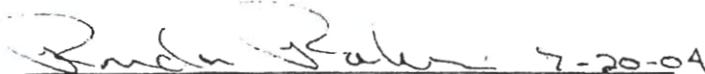
***Duties:**

- Assist applicable CAD/GIS Operator with new map configurations (the CAD/GIS Operator currently creates new sectionalizing map configurations via CAD/GIS grid map updating);
- Mark up new maps/coordinate with dispatch (the CAD/GIS Operator currently receives mapping changes directly and notifies dispatch as appropriate).

With this understanding Grievance #99-01 is considered resolved. Your signature below indicates your concurrence with this Settlement Agreement:

 7-15-04

Mary Tesch, Vice President, Human Resources

 7-20-04

Ronda Robison, I.B.E.W. Business Representative

Letter of Understanding

Between

Chugach Electric Association, Inc.
Office and Engineering Agreement

And

International Brotherhood of Electrical Workers
Local No. 1547

This letter is to confirm the understanding reached between Chugach Electric Association, Inc. (Employer) and the International Brotherhood of Electrical Workers (IBEW) concerning Planning Engineer duties and/or projects.

Bargaining Unit personnel may be assigned planning engineer duties and/or projects. Such assignments shall be made at the sole discretion of and for the convenience of the Employer, and at no time will work in the planning engineering area be deemed to be bargaining unit work during the term of the current Office and Engineering Agreement.

The purpose and intent of this letter is to permit the sharing of planning engineering work duties to allow for the enhancement of training and education of bargaining unit personnel. Planning Engineering duties are defined as those duties currently being performed by or under the direction of management and/or non-bargaining unit personnel. Bargaining Unit is defined as employees under the labor agreement between the Employer and IBEW.

The parties further agree that this Letter of Understanding shall be attached to and made a part of the current Office and Engineering Agreement covering terms and conditions of employment between said parties on such date as designated below and will terminate on the expiration of the Agreement unless extended by mutual consent.

Date: 7-15-04

By: Mary Tesch
Mary Tesch for
Chugach Electric Association, Inc.

By: Ronda Robison
Ronda Robison for
International Brotherhood of
Electrical Workers - Local 1547

RESOLUTION OF GRIEVANCE CEA G2005-05

(John Wagner)

Between

Chugach Electric Association, Inc. and IBEW Local Union 1547

November 7, 2007

1. The Parties agree that it is only on infrequent occasions the Office and Engineering Personnel Agreement Relay Support Technician is required to deliver inventoried materials to the airport.
2. In the event that circumstances require delivery of inventoried materials promptly, the parties agree that the Office and Engineering Relay Support Technician can make delivery of inventoried materials to the airport, but will be paid for that time in the higher classification of generation warehouseman.
3. The parties also reserve the right to renegotiate this agreement at the conclusion of the parties' current collective bargaining agreement or at such time as the Relay Support Technician position description is revisited by the Classification Committee.

By: *Murray Tesca 11/7/07*
Chugach Electric Association, Inc.

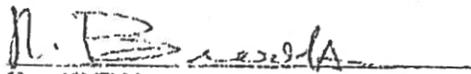
By: *[Signature] 11/7/07*
IBEW Local Union 1547

**Letter of Agreement
Between
Chugach Electric Association, Inc. (Chugach)
And
International Brotherhood of Electrical Workers
Local 1547 (IBEW)
Grievance No.: CEA/O&E 2008-005/Customer Service Representative (CSR)
Opportunity for Overtime**

Chugach and IBEW (the parties) agree that the following resolves the above referenced grievance filed on April 11, 2008. The parties agree that opportunity for scheduled overtime for both the Home Show and Annual Meeting will be distributed consistent with Section 5.11.6 of the CBA in the following fashion:

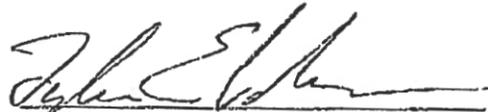
1. The overtime list will first be offered to those CSR's with regular or probationary status in the CSR classifications and will begin with the employee on the list immediately following the employee who last worked overtime.
2. The overtime list will be circulated two times, by seniority, amongst CSR's with regular or probationary status in the CSR classifications. Each employee shall indicate "yes" or "no" prior to the list moving on to the next employee. During the first circulation an employee may only put in for one block of time. Employees will be notified on the second round that it will be the final circulation. During the second circulation an employee may put in for multiple blocks of time.
3. Temporary CSR's shall be afforded the opportunity for overtime after regular and probationary CSR's.
4. If regular, probationary and temporary CSR's are afforded the opportunity for overtime and there remains overtime to work, the employer is free to offer the overtime opportunity to other O&E bargaining unit employees.
5. An employee who expects to be on leave when an opportunity for overtime occurs, but back at work when the overtime is to be worked, may notify his manager of his desire to be included on the opportunity for overtime.

This Settlement Agreement is intended to be an addition to the parties' CBA and in no way is intended to replace any wording in that CBA. The parties agree that this agreement represents full and final resolution of the above referenced grievance and such grievance shall be considered fully withdrawn upon execution of this agreement by both parties.



For IBEW:
Roberta L. Brooks,
Business Representative

10/16/08
Date



For CEA:
Tyler Andrews,
V.P. of Human Resources

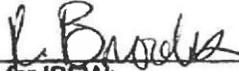
10/15/08
Date

**Letter of Agreement
by and between
Chugach Electric Association, Inc. (Chugach)
and
Local Union 1547
International Brotherhood of Electrical Workers (IBEW)
Representing the Office & Engineering Bargaining Unit Personnel
Re: General Clerk Land Services Position Description**

It is the intent of Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) to provide current CEA/IBEW bargaining unit employees with an opportunity to fill the General Clerk Land Services Grade 6 position rather than put the job out to the street for recruitment. To that end the parties' agree to the following:

1. In lieu of activating the Classification Committee under Article 13 of the Collective Bargaining Agreement, the parties agree to the following amendment to the position description: The typing job qualification will be lowered from 55 words per minute to 45 words per minute.
2. The parties agree that the typing test qualification is the only change to the position description and that the typing test requirement may be modified in the future via Article 13 of the Office & Engineering contract.
3. The parties agree that the General Clerk Land Services Grade 6 position will be reposted internally with the lowered typing requirement in order to provide current employees the opportunity to place a bid for the position.

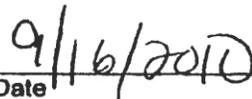
It is understood that this agreement is made in the best interest of CEA employees and IBEW members. It is also understood and agreed that no other provisions of the parties CBA will be affected by this agreement, that such agreement is on a one-time-basis only and shall not be considered precedent setting by either party.



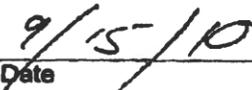
for IBEW:
Roberta Brooks,
Business Representative



for Chugach:
Tyler Andrews,
V.P. Human Resources



Date



Date

Settlement Agreement

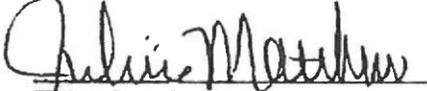
Between
Chugach Electric Association, Inc. ("CEA")
And
International Brotherhood of Electrical Workers Local No. 1547 ("IBEW")

Re: CEA/O&E 2010-05

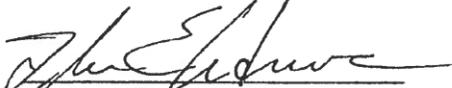
The parties agree as follows:

1. IBEW agrees to withdraw Grievance Nos. CEA/O&E 2010-05.
2. CEA agrees to cease unilateral implementation of post-accident drug and alcohol testing for O&E employees and agrees to not conduct any more post-accident drug or alcohol tests on O&E employees; and
3. CEA agrees to remove any record of post-accident drug and alcohol tests in the confidential medical files and personnel files for Mary Dolmatoff and Dave Conroy.

Agreed to by:


IBEW Local 1547

Date: 7-31-13


Chugach Electric Association, Inc.

Date: 8/2/2013

Letter of Dispute Resolution

by and between

Chugach Electric Association, Inc. (Chugach)

and

International Brotherhood of Electrical Workers, Local 1547 (IBEW)

Office & Engineering Collective Bargaining Agreement

Re: Grievance No. CEA/O&E 2011-005

(Gwen Anagick Performance Appraisal)

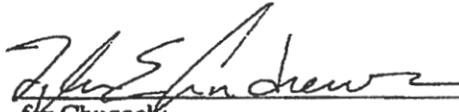
Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) agree that the following resolution constitutes the full and final settlement of the above-referenced grievance.

1. On the originally agreed upon performance appraisal form and process, Management will complete a 2012 performance evaluation for employee. CEA agrees to make this same performance appraisal form available electronically and agrees to inform all CEA supervisors of O&E employees that this form shall be used for all O&E employees from this point forward until further notice.
2. The self-appraisal (completed in 2011) will be removed from the employee's official personnel file.
3. This Resolution is not an acknowledgment of contract violation by either party.

It is understood that the above agreement is entered into for the purpose of resolving the grievance and clarifying the parties existing practices. This agreement does not modify any terms of the Office & Engineering Agreement.



for IBEW:
Julius Matthew
Business Representative



for Chugach:
Tyler Andrews
V.P. Member & Employee Services
Division

11-1-13
Date

11/1/2013
Date

**Letter of Dispute Resolution
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Office and Engineering Collective Bargaining Agreement**

Re: Grievance No. CEA 2012-002

Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) agree that the following resolution constitutes full and final settlement of the above-reference grievance.

Employer will remove the intent statement added to the Regulatory Affairs and Pricing Coordinator position description.



For IBEW:
Julius Mathew,
Business Agent



for Chugach:
Tyler E. Andrews,
VP Member and Employee Services
Division

5-9-14
Date

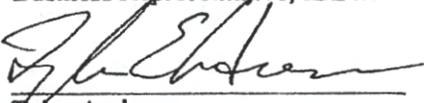
5/8/2014
Date

Letter of Agreement
Grievance CEA/O&E 2009-02 (Department/Division)

IBEW Local 1547 (IBEW) and Chugach Electric Association (Chugach) agree to resolve Grievance CEA/O&E 2009-02 (Department/Division) as follows:

- 1) Chugach agrees that departmental organizational charts shall be maintained under Section 6.1. Chugach agrees to notify the Union in writing of the names of each division, department, section, or work unit. A listing of the current departments, sections, and work units is attached, and Chugach agrees to notify the Union within ten days if Chugach changes a division, department, section or work unit.
- 2) All temporary reassignments, temporary jobs or positions created to augment the work force, thirty (30) calendar days or longer, regardless of division, department, section or work unit will be posted as a Notice of Interest for three (3) working days. The following exceptions apply:
 - (a) all temporary reassignments, temporary jobs or positions created to augment the work force, thirty (30) calendar days or longer within the same job classification and within the same department (as recognized in the attached Chugach organizational chart) are not required to be posted.
 - (b) within the Member Services Department, temporary reassignment of Consumer Service Representatives I, II or III (Lead) are not required to be posted.
- 3) Nothing in this agreement limits the rights of the Employer to re-organize under Article 6.1 or either party to file future claims or make future arguments regarding the impact of organizational changes on the terms of the collective bargaining agreement.
- 4) IBEW agrees to withdraw Grievance CEA/O&E 2009-02 (Department/Division).
- 5) Any arbitration fees of the arbitrator shall be borne equally by the parties.


Julius Matthew,
Business Representative, IBEW

 7/3/2014
Tyler Andrews,
VP, Human Resources, CEA

Settlement Agreement

Between
Chugach Electric Association, Inc. ("Chugach")
and
International Brotherhood of Electrical Workers Local No. 1547 ("IBEW")

Re: Grievance Number CEA O&E 2015-01

WHEREAS, Chugach placed employees on leave without pay when they were incarcerated;

WHEREAS, the IBEW filed Grievance No. CEA O&E 2015-01 and argued that Chugach cannot force an employee to use leave without pay when the employee has annual leave available;

WHEREAS, Chugach and IBEW desire to settle the issues without adversarial proceedings;

NOW THEREFORE, the parties agree as follows:

1. Chugach will not force an employee to use leave without pay for unscheduled or unapproved absences when the employee has available annual leave. In such cases, the employee will use annual leave, except as otherwise provided in the Office and Engineering Agreement.
2. Chugach does not waive its right to discipline for unscheduled or unapproved absences under Section 8.7 of the CBA when an employee uses annual leave as required above.
3. The parties agree to split any cancellation costs of the arbitrator associated with the cancellation of the May 24, 2016 hearing date.

Agreed to by:

For IBEW:

5-4-16
Date

5/4/2016
Date

For Chugach:

Julius Matthew
Julius Matthew
Business Representative, IBEW

Tyler Andrews
Tyler Andrews
VP, Member & Employee Services

**Grievance Resolution
For
Grievance CEA OS 14-01
Chugach Electric Association, Inc. (Chugach)
And
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel Bargaining Unit
Re: Meter Technicians**

Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) mutually agree to resolve Grievance CEA OS 14-01 as follows:

1. Chugach and the Union agree that, for the purpose of completing Customer Service Duties, CSR's will continue to operate the remote meter system to turn on and turn off power (remote connects/disconnects) to individual locations having the appropriate equipment. CSR's will not perform the physical connects and disconnects requiring removal, setting, or booting of meters (described in Article 11, Section 11.1.17).
2. Parties agree that Power Control may remotely operate the service disconnect switch to restore power for Customer Service.
3. CSR radio desk duties will be eligible for a temporary wage differential of 5% for the first two hours of the work day. When the connect/disconnect contract expires, the parties will meet and confer to discuss the continuing need for the differential.
4. In exchange, Chugach and the Union agree that Chugach will establish a Meter Technician (journeyman) upgrade program using the following:

Meter Technician Upgrade Program

Completion of a Chugach approved Meter School equivalent to the Western Energy Institute 5-level Northwest Electric Meter School or 2 years equivalent metering experience for each schooling level. Level 1-Single Phase Metering, Level 2- Polyphase Metering, Level 3-Electronic Metering I, Level 4-Electronic Metering II, and Level 5-Advanced Metering.

Travel and class expenses will be provided consistent with the Outside CBA. After completion of Meter School, the Employer may select additional Meter Technician training courses if it determines they are necessary to keep up with advances in technology.

Wage Adjustment Upon Completion of the Meter Technician Upgrade Program

Wage Adjustment will be a 3-step process at 101.5% 102.5% and 105% Journeyman compensation increases. The Meter Shop Manager will confer with the Senior Meter Technician and make the final approval regarding upgrades.

New employees with documentation of the required education, training and work experience or current Meter Shop employees who have previously completed the meter school levels consistent with the above, shall be compensated at 101.5, 102.5 and 105% of their respective wage rate as defined in Appendix A of the Outside CBA. A newly hired Meter Technician that has been evaluated at more than 100% scale may not be upgraded until they have successfully completed the forty five (45) day probationary period.

First Upgrade to 101.5%

Upon completing Meter School Level 1 class Meter Technician work employees will be compensated at 101.5% of the regular Journeyman Lineman wage rate as defined in Appendix A of the Outside CBA.

Second Upgrade to 102.5%

Upon completing approved Meter School Level 3 class or a minimum of 2-years of documented Meter Technician work employees will be compensated at 102.5% of the regular Journeyman Lineman wage rate as defined in Appendix A of the Outside CBA.

Final Upgrade to 105%

Upon completing approved Meter School Level 5 class and a minimum of 4-years of documented Meter Technician work employees will be compensated at 105% of the regular Journeyman Lineman wage rate as defined in Appendix A of the Outside CBA.

Departure from the Meter Shop

The Meter Technician upgrades and training incentives are only applicable to qualified Meter Technicians currently assigned to the Meter Shop. Meter Technicians who bid into positions outside the Meter Shop will not be eligible to retain the increase in pay associated with assignment to the Meter Shop as a Meter Technician.

All training shall be completed within 5 years as of the signing date of this agreement for all current meter technicians. New meter technicians, training will be complete within 5 years of starting date as meter technician.

The parties agree that this agreement adds to but does not modify existing terms of the CBA. It shall be implemented in harmony with the existing labor agreement and is not intended to negate any terms of the CBA.


Julius Matthew,
Business Representative, IBEW

6-27-16
Date


Tyler Andrews,
VP, Member & Employee Services Division

6/27/16
Date

**Letter of Agreement
by and between
Chugach Electric Association, Inc. (Chugach)
and**

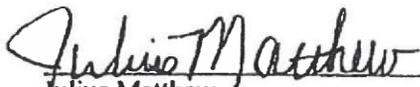
**International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Office of Engineering Unit**

RE: Meter Readers Bidding into the Office and Engineering Agreement

This letter of understanding is to confirm the agreement between the Chugach Electric Association (Chugach) and IBEW Local 1547 regarding bidding rights for the current Meter Readers working under the Outside Plant Personnel Collective Bargaining Agreement for positions covered under the Office and Engineering Collective Bargaining Agreement (O&E CBA) due to an upcoming Reduction in Force.

1. For purposes of bidding into the O&E CBA the meter readers' total amount of O&E CBA seniority will be the total time the employee has worked under the O&E CBA. Meaning that for example, if an employee is hired into the O&E CBA and works for 5 years, bids over to the Outside CBA for 10 years and then bids back to the O&E CBA, that employee will have 5 years O&E seniority when they are awarded the O&E position.
2. If a Meter Reader bids into a job they previously held the bid trial period is waived.

The parties agree that this non-precedent setting agreement does not modify existing terms of the current Office & Engineering Agreement. This agreement shall be implemented in harmony with the existing labor agreement and is not intended to negate any terms of the current CBA.


Julius Matthew,
Business Representative, IBEW

10-19-16
Date


Tyler Andrews,
VP, Member & Employee Services Division

10/20/2016
Date

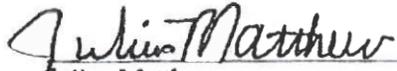
**Letter of Agreement
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Office of Engineering Unit
RE: Cross Bidding for all employees from the Outside Plant Agreement to the Office and
Engineering Agreement**

It is agreed and understood between the parties that the following terms and conditions apply regarding Outside Plant Bargaining Unit members being allowed to bid consistent with Section 3.4(3.4.1 through 3.4.6) of the Office and Engineering Agreement:

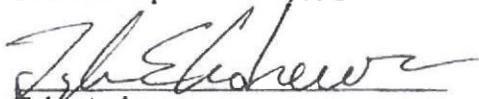
1. All eligible bidders must be regular employees under the employee's agreement.
2. The O&E bid committee will consider all bids consistent with the bidding procedures in the Office and Engineering Personnel Agreement.
3. Any bidder from the Outside Agreement will obtain a copy of the O&E "Guidelines for the Bidding Process" from an O&E shop steward or from Human Resources.
4. Bidders covered by the Office and Engineering Personnel Agreement will be considered first and the position awarded to the most qualified bidder, consistent with the bid procedures in the Office and Engineering Personnel Agreement. In the event there are no qualified bidders covered by the Office and Engineering Personnel Agreement then the qualifications of bidders from the Outside Plant Personnel Agreement will be considered.
5. For purposes of bidding from Outside Plant Personnel Agreement into the Office and Engineering Personnel Agreement only, seniority will be the employee's seniority date within the Outside Plant Agreement at the time the bid was submitted.
6. For successful bidders from Outside Plant Personnel Agreement into the Office and Engineering Personnel Agreement service credits will begin from their original date of hire at CEA. For purposes of job bidding, reduction in force and scheduling of leave, seniority will begin on the date of transfer to the Office and Engineering Personnel Agreement.
7. In the event a sixty (60) day Bid Trial period applies and the successful bidder in the Office and Engineering Personnel Agreement fails their Bid Trial period, that employee will return to the Outside Plant Bargaining Unit, consistent with that agreement (Article 3).
8. For successful bidders from the Outside Plant Personnel Agreement, they will be considered as a regular employee covered under the Office and Engineering Personnel Agreement with the exceptions to seniority noted in this agreement.

Cross Bidding for all employees from the Outside Plant Agreement to the Office and Engineering Agreement
Page Two

The parties agree that this non-precedent setting agreement does not modify existing terms of the current Office & Engineering Agreement. This agreement shall be implemented in harmony with the existing labor agreement and is not intended to negate any terms of the current CBA.


Julius Matthew,
Business Representative, IBEW

10-19-16
Date


Tyler Andrews,
VP, Member & Employee Services Division

10/20/2016
Date

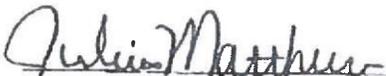
**Letter of Grievance and Dispute Resolution
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel Bargaining Unit
And
The Office and Engineering Bargaining Unit
And
The Outside Plant Bargaining Unit**

**Re: Senior Courier
(CEA O&E 2010-003)**

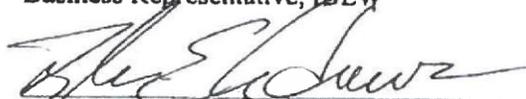
Chugach Electric Association, Inc. (CEA) and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) enter into this agreement to resolve O&E Grievance 2010-003 and an Outside Plant issue that arose during the processing of the grievance.

CEA and IBEW agree:

- 1) When a Construction and Maintenance Helper is needed to assist with CEA's internal building construction activities, CEA will use the appropriate contractual process to hire a Construction and Maintenance Helper (including short calls to the IBEW Hall) rather than use a Courier or Senior Courier from the O&E CBA Agreement.
- 2) The parties also agree that the Courier and the Senior Courier may remove snow from sidewalks and entryways and assist with moving furniture. When assisting with moving furniture or any duty that requires the use of a forklift, the Courier or Senior Courier will receive upgrade pay equivalent to the current Maintenance Man wage described in the outside CBA. These changes will be documented in the revised and signed job description.
- 3) The IBEW will withdraw grievance CEA O&E 2010-003.


Julius Matthew
Business Representative, IBEW

4-18-17
Date


Tyler Andrews
VP, Member & Employee Services Division

4/18/2017
Date

APPENDIX D

Chief Shop Steward

The Parties recognize that timely resolution of disputes is key for a successful transition and is key to the well-being of employees; therefore, the Parties agree that there will be one chief shop steward appointed by the Union to represent bargaining unit employees in the Outside, Office and Engineering, and the Generation Collective Bargaining Agreements. The following provisions shall apply to the chief shop steward:

- a. Chugach recognizes that the Business Manager of IBEW Local 1547 retains the right to appoint and dismiss all shop stewards in accordance with the Union rules and regulations. While the Business manager will make the ultimate decision on who to appoint as the Chief Shop Steward, he will consider relevant work experience with Chugach or the former ML&P in making the decision. There will be one full-time non-working Chief Shop Steward. Chugach recognizes the shop stewards as the duly-appointed Union representatives of the employees. The Union will notify Chugach as to the identity of all shop stewards. All shop stewards shall make every effort in cooperation with Chugach's Vice President of Member and Employee Services or duly-authorized representative to correct violations and infractions of this Agreement by either covered employees or management personnel. The duly-authorized assistant shop stewards, upon request made to their immediate supervisors, shall be given reasonable amounts of time during working hours and without loss of pay, to handle all work-related Union business pertaining to their areas of appointment, including but not limited to grievances and arbitration hearings, and shall keep both Chugach and the Union informed as to their whereabouts. Chugach may require shop stewards to record time spent on union business during working hours on the steward's time card.
- b. No shop steward shall be terminated for any cause until the CEO of Chugach and Business Manager of the Union have completed an investigation into the alleged cause for termination and determined there has been just cause. Investigations into the alleged cause for termination shall not last longer than fifteen (15) work days in cases not involving a reduction in force, and 48 hours in cases involving reduction in force. Investigation timelines may only be extended by written mutual agreement of the parties.

- c. The bargaining unit member appointed to the Chief Shop Steward position shall perform the function of full-time steward at the top craft pay rate of foreman. Chugach shall pay all wages and benefits for the Chief Shop Steward. The bargaining unit member-appointed to the Chief Shop Steward position shall be a full-time FLSA exempt position. The parties agree to verify the FLSA status of the Chief Shop Steward position. If the Chief Shop Steward position is determined to be overtime eligible, the parties agree to negotiate a remedy by adjusting hours to be worked, duties, or cost allocation between the parties. The Chief Shop Steward may be assigned administrative, research, and program duties (excluding Chugach's Labor Relations) within the Member and Employee Services Division, consistent with his or her knowledge, skills, and abilities.
- d. The Chief Shop Steward will normally observe the standard work week of Monday through Friday. The Chief Shop Steward shall be subject to all terms and conditions of the Agreement, except the provisions that pertain to an hourly employee such as, but not limited to, overtime, call-out, ten-hour breaks, pay premiums, and additional meal period provisions. Retirement, money purchase, hardship and benevolent fund, and any other similar contributions will be based on a 40-hour work week.
- e. The Chief Shop Steward shall be given reasonable notice by Chugach prior to the time any committee meeting defined by the Chugach CBAs. With advanced notice the Chief Shop Steward may schedule meetings of employees or stewards during work hours only as authorized by the Vice President of Member and Employees Services.
- f. The Chief Shop Steward shall be afforded private office space and issued Chugach provided cell phones. The cost of such items shall be paid by Chugach.
- g. The Chief Shop Steward shall retain his or her regular employment status and continue to accrue all benefits. Additionally, the Chief Shop Steward may return to his or her former regular positions or similar positions within the same classification and rate of pay following a fifteen (15) calendar day advance written notification to the Union and Chugach. This shall not limit the ability of the Chief Shop Steward to bid in accordance with other provisions of this Agreement. The Chief Shop Steward will be the last employee laid off within the work unit provided he or she is qualified to perform the remaining work.

The full-time Chief Shop Steward shall continue to receive chief steward premium pay when he or she is on paid leave.

APPENDIX E

Transition Agreement

**Transition Agreement
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel (OSP) Bargaining Unit, Generation Personnel
(GEN) Bargaining Unit, Office and Engineering (O&E) Bargaining Unit, and the
Municipal Light and Power (ML&P) Bargaining Unit**

Background:

Chugach Electric (Chugach) is intending to buy Municipal Light and Power (ML&P) from the Municipality of Anchorage in a directed sale. This Transition Agreement is contingent on and, with the exception of the no layoff section, will ultimately only take effect at 12:01 a.m. on the date (the Effective Date) of the closing of the sale of ML&P to Chugach (projected to be no earlier than September 2019). The parties (Chugach and IBEW) reached this Agreement through interest based bargaining in consideration of the limited duration of available bargaining time and the desire to consider the needs of employees, members/rate payers, and the sustainability of Chugach and the Anchorage community.

Purpose:

This Agreement will transfer ML&P Bargaining Unit classifications into one of the three existing Chugach bargaining units as specifically agreed by the parties. This Transition Agreement details the efforts of both parties to limit the impact to ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units. All employees (employed in represented positions) hired after the Effective Date will be hired under the Chugach CBAs. Additionally, this Agreement will only modify the Chugach bargaining unit agreements (Chugach CBAs) as specifically stated herein and it is the desire of the parties to leave the Chugach CBAs and their attached letters of agreement, practices, and grievance resolutions undisturbed, except as otherwise specifically agreed by the parties in writing.

Incorporation by Reference:

Chugach and IBEW agree that the terms of the current Chugach CBAs between the parties which are scheduled to expire on June 30, 2021, including all Letters of Agreement, Letters of Understanding and/or Grievance Resolutions shall continue in full force and effect through and including 11:59 p.m. June 30, 2025, except where modified, added to or deleted by agreement of the parties in writing. The parties agree that this Transition Agreement is contingent upon the parties ratifying (IBEW) and approving (Chugach Board of Directors) the extended terms of the current Chugach CBAs prior to the closing date of the sale of ML&P to Chugach. The parties agree that in no case will the terms of any CBAs ultimately agreed to by the parties be less overall than the terms contained in this transition agreement. If either party fails to ratify the Collective Bargaining Agreements, this transition agreement will serve as the baseline for further Collective Bargaining Negotiations.

Duration:

The parties agree that the Chugach CBAs and the ML&P CBA will continue in full force and effect through the sale closing date for the sale of ML&P to Chugach. As of the Effective Date of this Transition Agreement (date of closing), the newly agreed-upon Chugach CBAs will go into effect and will remain in effect through June 30, 2025.

No Layoff:

The parties recognize that job security is an important factor in limiting the impact to ML&P employees transferred into the incumbent Chugach Bargaining Units. Accordingly, no bargaining unit employees will be laid off from the signing of this Transition Agreement through June 30, 2025. The layoff protection described in this section applies to all Bargaining Unit members (transferred ML&P employees, existing Chugach bargaining unit members, and those employees newly hired into the Chugach Bargaining Units). This "No Layoff" section will take effect with the signing of this agreement and shall not expire until the end of this Transition Agreement on June 30, 2025. The parties recognize that IBEW is responsible for securing a "No Layoff" agreement with ML&P on behalf of current ML&P bargaining unit members from the signing of this agreement through the closing date of the sale.

Attrition Cap:

The parties recognize that managing the size of the workforce is critical to the sustainability of Chugach and both parties have a strong desire to ensure that the work of employees is productive, necessary, and meaningful to the employee. The parties agree that attrition will be limited to 10% for the first twelve months after the closing of the sale. During the remaining years of this Transition Agreement, attrition will be limited to a maximum 5% per year across the combined Chugach Bargaining Units, based on employee counts on date of sale and anniversaries thereof. Chugach shall notify IBEW within 30 days of the decision to leave a position unfilled.

Health and Welfare:

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will participate in the health and welfare programs provided under the Chugach CBAs. Chugach will not participate in or otherwise continue coverage through the former ML&P plan(s).

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will continue to pay their then current employee share of their health and welfare premium. Effective April 1, 2020 ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will pay two percent (2.00%) of the monthly per employee premium charged to Chugach by the health trust. Premium participation for these employees will increase by two percent (2.00%) every April 1st of this agreement until the employee premium participation reaches ten percent (10.00%) on April 1, 2024. Employee contributions will not exceed 10% of H&W premium for the duration of this Agreement.

Effective April 1, 2021, Chugach bargaining unit members (with the exception of those transferred from ML&P) will have a fixed premium participation amount not to exceed ten percent (10.00%) of the monthly per employee premium charged to Chugach by the health trust.

No reduction in Wage Rates For Transferred ML&P Employees:

The parties recognize maintaining the existing wage rates of individual ML&P employees transferred into the Chugach Bargaining Units is critical to a successful integration into the Chugach organization. Therefore:

1. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will retain their then current wage rate including boiler premium, longevity pay, service recognition pay, or performance step pay (the factored rate) or move to the Chugach base pay rate for their agreed to classification, whichever is higher. All employees (employed in represented positions) hired after the Effective Date will be hired under the Chugach CBAs.
2. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will be eligible for any wage rate increase agreed to by the parties under the existing Chugach CBAs, with the following exceptions:
 - Effective, January 1, 2020, the base wage rates for the former ML&P employees shall increase one half percent (.5%) and a retroactive payment for the time period of July 1, 2019 through December 31, 2019 will be paid no later than February 1, 2020 based on a method agreed to by the parties.
 - Effective, July 1, 2020, the base wage rates for the former ML&P employees shall increase five percent (5%).
3. Chugach agrees to achieve base wage rate parity, by July 1, 2020, between current Chugach classifications in the Outside Plant, GEN, and O&E Agreements and former ML&P classifications that will belong to the Outside Plant, GEN, and O&E Bargaining Units. Parity will be achieved by increasing the base rates of the classifications that are lower, to meet the higher base rate. The parties recognize that in most cases under the Chugach Office and Engineering Agreement and under the Chugach Generation agreement the former ML&P employees will be moving to higher Chugach base wage rates.
4. Wage rate increases agreed to by the parties under the existing Chugach CBAs, including the Future Wage Increases enumerated below shall be applied to the former ML&P employee's base rate as of the effective date exclusive of any boiler premium, longevity pay, service recognition pay, or performance step pay. Longevity pay, service recognition pay, or performance step pay percentages will be frozen at the percentage in place for each employee as of the Effective Date.

Future Wage Increases, for all Bargaining Unit Members:

The parties recognize that stability is key for a successful transition and key to the wellbeing of employees. In recognition of the extension in duration of the Chugach CBAs the parties agree to the following future wage increases.

- Effective July 1, 2018, the base wage rates for all OSP, GEN, and O&E classifications shall increase by the Anchorage CPI-U at no less than two percent (2.0%) and at no more than two and one half percent (2.5%).
- Effective July 1, 2019, the base wage rates for all OSP, GEN, and O&E classifications (exclusive of former ML&P employees) shall increase by the Anchorage CPI-U at no less than two percent (2.0%) and at no more than two and one half percent (2.5%).

- Effective July 1, 2020, the base wage rates for all OSP, GEN, and O&E classifications (exclusive of former ML&P employees) shall increase by five percent (5%).

The parties agree that the following percentage wage increases will apply to all Chugach OSP and GEN bargaining unit members, including former ML&P employees employed in these units:

- Effective July 1, 2021, the base wage rates for all OSP and GEN classifications shall increase by two percent (2%).
- Effective July 1, 2022, the base wage rates for all OSP and GEN classifications exclusive of IS shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3.0%).
- Effective July 1, 2023, the base wage rates for all OSP and GEN classifications exclusive of IS shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3.0%).
- Effective July 1, 2024, the base wage rates for all OSP and GEN classifications shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three and three tenths percent (3.3.0%).
- Effective July 1, 2022 and 2023, the base wage rates for IS GEN classifications shall increase by two and one half percent (2.5%).

To make progress toward pension parity Chugach must attempt to balance wage rate and pension rate increase for the O&E Bargaining Unit. The parties agree that the following percentage wage increases will apply to all Chugach O&E bargaining unit members:

- Starting with July 1, 2021 and each July 1 through 2023, the base wage rates for all classifications shall increase by two percent (2%).
- Starting with July 1, 2024 the base wage rates for all classifications shall increase by two and one half percent (2.5%).

Pension:

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will participate in the pension programs provided under the Chugach CBAs. Chugach will not participate in or otherwise continue coverage through the former ML&P plan(s). Specifically, Chugach will not participate in, contribute to, or take over any obligation from the State of Alaska Public Employees Retirement System.

Pension Contribution Rate: ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will retain their current pension contribution rate. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will be eligible for pension rate increases agreed to by the parties under the existing Chugach CBAs with the following exceptions:

- The July 1, 2019, pension rate increase shall not apply to any former ML&P employees.
- Effective, July 1, 2020, the pension rate for all former ML&P employees shall increase by sixty-eight cents (\$.68).

O&E Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the O&E bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the O&E Bargaining Unit and those newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the O&E Bargaining Unit and those newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current Chugach members of the O&E Bargaining Unit and those employees newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) shall increase by seventy cents (\$0.70) per hour.

OSP Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the OSP bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the OSP Bargaining Unit and those newly hired into the OSP Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the OSP Bargaining Unit and those newly hired into the OSP Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement:
 - The pension contribution rate for former ML&P employees in the Outside Bargaining Unit shall increase by thirty-two cents (\$0.32) per hour.
 - The pension contribution rate for all other members of the Chugach Outside bargaining unit shall increase by ten cents (\$0.10) per hour.

GEN Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the GEN bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the GEN Bargaining Unit and those newly hired into the GEN Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the GEN Bargaining Unit and those newly hired into the GEN Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.

- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current members of the Chugach Generation bargaining unit (exclusive of former ML&P & IS employees) shall increase by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current members of the Chugach IS Generation bargaining unit and former ML&P IS bargaining unit employees shall increase by forty-five cents (\$0.45) per hour.

Wage and Benefit Parity: All bargaining unit employees will achieve base wage parity (by classification), pension parity (by bargaining unit) and H&W parity (by bargaining unit) by moving the employee to the higher base wage, pension, and/or employer H&W contribution rate by June 30, 2025. The parties will determine such rates no later than December 31, 2024. The only exception to this section is Engineers temporarily performing non-represented work (those identified below with a Replacement Status of Non-Rep). Parity will not need to be reached for these employees because they will be performing non-represented work. For the purpose of facilitating pension parity and relieving administrative burden the parties agree that the Pension Reallocation provisions of the OSP, GEN, and O&E collective bargaining agreements will be suspended throughout the duration of this Transition Agreement. Additionally, the parties agree that "Movement of Monies" (reallocation of wage increases and adjustments to pension contributions, by bargaining unit), will be suspended for the duration of this Transition Agreement.

Money Purchase Plan: ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will continue to be eligible to participate in the Money Purchase Plan. Chugach agrees to make contributions equal to 1.9% of each employee's gross wages to the Alaska Electrical Workers Money Purchase Plan (Annuity Plan). Employees may also voluntarily contribute to the Alaska Electrical Workers Money Purchase Plan upon presentation of a properly signed authorization form to the employer. Chugach agrees to withhold and forward voluntary contributions authorized by an employee. This authorization for deduction may be discontinued at any time by the employee, but there must be a three (3) month waiting period prior to reinstatement of the deduction.

Effective the July 1, 2020 or effective date of sale whichever is later all CEA Outside Plant and Generation employees will receive the money purchase plan contributions as stated above.

ML&P Employee Leave:

The Parties agree that transferred ML&P employees will maintain any accrued leave (i.e. annual leave, cashable sick leave, non-cashable leave, etc.) and that their leave balances will be assumed by Chugach after the sale.

Classification - Mutually Agreed Bargaining Unit Exclusions/Inclusions:

Information Services: The parties agree that current ML&P Information Services positions with supervisory duties will not be included in the Chugach Bargaining unit agreements. The

parties recognize that Information Services positions are currently non-represented classifications at ML&P but represented classifications at Chugach.

The positions listed below with an Effective Date Status of GEN shall be considered positions represented by IBEW (regardless of their terms and conditions of employment, including any leaseback arrangement), unless otherwise negotiated by the parties. However, in no case will non-represented employees perform duties or job functions that have been traditionally performed by Chugach bargaining unit employees. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by these positions.

The job classifications identified below as TBD will be resolved through the classification committee process before closing of the sale.

ML&P (System Admin)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Administrative Officer	21786	NON-REP
Application Services Supvr.	61439	NON-REP
Application Services Supvr.	29536	NON-REP
Utility Division Mgr. II	62848	NON-REP

ML&P (System Network Services)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Info Center Consultant I	32697	GEN
Network Analyst	27730	GEN
Network Technician III	63215	GEN
Systems Analyst	62745	GEN

ML&P (System Programmers)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Systems Programmer II	24219	GEN
Data Base Administrator II	29504	GEN
Data Base Administrator II	24366	GEN
Info Center Consultant II	32707	GEN
Senior Admin Officer	63125	NON-REP
Systems Analyst	29641	GEN
Systems Analyst	27354	GEN
Systems Analyst	32696	GEN
Systems Analyst	24332	GEN
Systems Analyst Supvr.	27407	NON-REP
Info Center Consultant II	26298	GEN

ML&P (SCADA)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Network Analyst	29064	TBD
Senior Systems Analyst	63016	TBD
Systems Analyst	63372	TBD
Systems Analyst	63440	TBD
Info Center Consultant II (SCADA)	27947	TBD

Engineering: The parties agree that supervisory Engineering positions with supervisory duties will not be included in the Chugach Bargaining unit agreements (see list below).

The parties recognize that some ML&P Engineering positions are (see list below) in represented classifications with duties similar to those in Chugach non-represented positions. The parties agree that the ML&P Engineering Positions will be placed in the Office and Engineering Bargaining Unit performing duties equivalent to Chugach Office and Engineering Bargaining Unit positions. Tasks not covered by current Chugach Office and Engineering Bargaining Unit classifications will be Chugach non-represented. The Employees in positions with a Replacement Status of Non-Rep. will be considered as bargaining unit employees temporarily performing non-represented work until the employee separates employment consistent with the terms of the Chugach O&E CBA and Chugach's policies and procedures. Once separated Chugach shall be free to refill the position with a non-represented employee or not at all.

Engineers in Training in the ML&P Customer Engineering Unit will be classified as Chugach Designers with their grade level to be determined by classification committee. They will perform bargaining unit work consistent with the existing Chugach classifications.

ML&P Engineering (Project Management)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Utility Division Mgr. II	63183	Non-Rep.	Non-Rep

ML&P Engineering (Customer Engineering)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Engineer in Training	60561	O&E	O&E
Engineer in Training	63225	O&E	O&E
Engineer in Training	61372	O&E	O&E
Engineer in Training	63256	O&E	O&E
Service Design & Extension Coord.	60374	O&E	O&E

ML&P Engineering (Engineer Support)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
CPR Engineer	30612	O&E	O&E
CPR Senior Clerk	60069	O&E	O&E
Engineering Asst III	63558	O&E	O&E
Engineering Asst III	62364	O&E	O&E
Engineering Asst III	62486	O&E	O&E
Engineering Asst III	63135	O&E	O&E
Engineering Asst III	27779	O&E	O&E
Engineering Asst III	62774	O&E	O&E
Engineering Asst V	63453	O&E	O&E

ML&P Engineering (Line Design)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Associate Engineer	22095	O&E	Non-Rep.
Associate Engineer w/PE	62910	O&E	Non-Rep.
Engineer In Training	30234	O&E	O&E
Senior Engineer w/PE	60560	O&E	Non-Rep.
Superintendent	28409	Non-Rep.	Non-Rep.

ML&P Engineering (Station Design)

Position Description	EE ID	Effective Date Status	Replacement Status
Engineer in Training	62570	O&E	O&E
Engineer in Training	28570	O&E	O&E
Light & Power Engineer	63196	Non-Rep.	Non-Rep.
Senior Engineer w/PE	60576	O&E	Non-Rep.
Senior Engineer w/PE	29928	O&E	Non-Rep.
Senior Engineer w/PE	21625	O&E	Non-Rep.

ML&P Generation (Admin1)

Position Description	EE ID	Effective Date Status	Replacement Status
Associate Engineer w/PE	28908	O&E	Non-Rep.
Engineer in Training	62830	O&E	TBD
Senior Engineer w/PE	23998	O&E	Non-Rep.

Special Agreement Employees:

The parties recognize that there are ML&P Bargaining Unit members employed in non-represented positions via special agreements through the date of closing. The parties agree that these ML&P bargaining unit members will be offered the choice of an equivalent non-represented position with Chugach or to return to their former bargaining unit classification in the appropriate Chugach Bargaining Unit via the classification committee process.

ML&P Distribution Dispatch Classifications:

ML&P has distribution dispatch tasks that are performed by non-represented classifications. The parties agree that these ML&P employees will be added to the CEA generation bargaining unit, and distribution dispatch tasks that are similar to those performed by Chugach represented classifications shall be transferred to the Chugach Generation Bargaining Unit. ML&P distribution dispatch tasks that are not similar to Chugach Generation Bargaining Unit work will remain non-represented at Chugach. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by these ML&P Distribution Dispatch positions.

ML&P Gas Accounting Tasks:

ML&P has gas/fuel accounting tasks performed that are performed by a represented classification. The parties agree that gas/fuel accounting tasks will remain non-represented work at Chugach.

Remaining ML&P Bargaining Unit Positions:

During the period from January 23, 2018, through the closing of the sale, the parties agree to work diligently to assign existing ML&P classifications to an appropriate bargaining unit within one of the three Chugach units. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by the remaining positions. Duties that are represented at ML&P and do not exist at Chugach will remain represented unless the duties are supervisory in nature. Duties that are represented at ML&P and are non-represented at Chugach will generally become non-represented.

The Classification committee process in each of the Chugach CBAs will be used to assign ML&P bargaining unit positions to the appropriate Chugach classification, subject to the following process and exceptions:

The IBEW Business Manager shall appoint the two union representatives to the Classification Committee. Unless notice is provided otherwise, Dusty Menefee and Julius Matthew will serve as the union representatives to the Classification Committee. The two management representatives or two union representatives on the Classification Committee may ask any relevant ML&P or Chugach employees to attend the meetings as advisory, non-voting information resources.

In addition to determining classification, the committees will determine relevant/applicable experience within the new classification as a determination of in-class seniority. If the Committee does not agree or if there is a tie vote (on whether work is represented or non-represented, which bargaining unit should perform the work, the appropriate pay grade or in class experience/seniority) the issue will be decided by an arbitrator pursuant to the grievance and arbitration procedures in the relevant collective bargaining agreement. The arbitrator's authority shall extend only to issues whether work is represented or non-represented, which bargaining unit should perform the work, appropriate pay grade or in class experience/seniority.

Seniority:

The parties agree that, in the case of the O&E Agreement, separate seniority lists shall be maintained until O&E facilities or work groups are merged. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P facilities or work groups. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing Chugach facilities or work groups. Once the facilities or work groups are merged, seniority lists shall be merged with service at both ML&P and Chugach being considered the same, based on date of hire into the Chugach O&E or former ML&P bargaining unit.

For the GEN Agreement, separate seniority lists shall be maintained for transferred ML&P employees and all other Chugach employees. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P facilities. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing Chugach generation facilities. The seniority lists shall be merged no earlier than July 1, 2021, as the work groups are combined. With the seniority lists merged and the work groups combined, bargaining unit members will be eligible for overtime, call-outs, standby, and bidding consistent with the existing GEN Agreement.

The parties agree that, in the case of the Information Services positions under the Chugach GEN collective bargaining agreement, separate seniority lists shall be maintained until Information Services systems, work groups or facilities are combined. Transferred ML&P employees shall be given the first opportunity (where applicable) to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P systems, facilities, or work groups. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work

standby, and bid on positions at pre-existing Chugach systems, facilities, or work groups. Once the systems, facilities, or work groups are combined, seniority lists shall be merged based on date of hire into the Chugach GEN bargaining unit. Nothing in this section will preclude ML&P and Chugach Information Services employees from working together to facilitate the integration of the various information systems that support Chugach and ML&P.

For the OSP Agreement, separate seniority lists shall be maintained for transferred ML&P employees and all other Chugach employees. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions in what was previously the ML&P service area. All other Chugach employees shall be given the first opportunity to work overtime, take call outs, work standby, and bid on positions in what was previously the Chugach service area. The seniority lists shall be merged no earlier than July 1, 2021, as the work groups are combined. With the seniority lists merged and the work groups combined, bargaining unit members will be eligible for overtime, call-outs, standby, and bidding consistent with the existing OSP Agreement.

Operational Issues/Work Rules:

In recognition of the economic and other job protections afforded to ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units, the parties agree that when this Transition Agreement takes effect the ML&P bargaining unit, the ML&P collective bargaining agreement (ML&P CBA), and the ML&P CBA job classifications shall cease to have any force as to Chugach. .

Following Municipality of Anchorage voter approval of an ordinance to dispose of ML&P to Chugach, Chugach will initiate a period of due diligence and operational review to confirm the details of the sale and reach a Definitive Agreement with the Municipality of Anchorage for the sale of ML&P to Chugach.

This period of due diligence and operational review is critical for Chugach's understanding of ML&P and critical to Chugach's ability to bargain with the IBEW regarding the integration of ML&P employees into the Chugach CBAs.

Following the completion of the Definitive Agreement between Chugach Electric and the Municipality of Anchorage, Chugach and IBEW will enter into bargaining to negotiate work rules appropriate to the combined operations of the utility (Chugach and the former ML&P). However, if the parties are unable to reach mutual agreement on the modified work rules, the terms of the Chugach CBAs will prevail through the term of this agreement.

Dispute Resolution Process Applicable to the Transition Agreement:

The parties recognize that disputes can arise even in the best labor management relationships and that the prompt resolution of disputes is vital to positive labor relations. The acquisition of one organization by another represents a unique circumstance in the relationship of the parties and the expeditious resolution of disputes that arise under this Transition Agreement is even more critical given the unique circumstances of the acquisition of ML&P by Chugach.

A dispute is defined as an alleged violation of the terms of this Transition Agreement.

For the purpose of this Dispute Resolution Process days means calendar days.

A claimed violation of this Transition Agreement must be noticed in writing by IBEW to Chugach within thirty (30) days of the alleged violation.

By mutual written agreement the parties may extend process timelines, hold disputes in abeyance, or stop the process to facilitate resolution.

Step One: The designated IBEW business representative for the Chugach CBAs will contact the designated executive representative of Chugach to initiate discussions regarding the alleged violation of this Transition Agreement. The parties will have fourteen (14) days to hold meetings and try to reach a mutually agreeable resolution. If the parties are unable to reach a mutual agreement to resolve the issue within fourteen (14) days; IBEW shall present a written statement of grievance to Chugach within seven (7) days after the end of the initial fourteen (14) day period.

Step Two: After the receipt of the written grievance, the parties will have fourteen (14) days to hold meetings and try to reach a mutually agreeable resolution. If the parties are unable to reach a mutual agreement to resolve the issue within fourteen (14) days; Chugach shall present a written response to the grievance to IBEW within seven (7) days after the end of the second fourteen (14) day period.

Step Three: After the receipt of the Employer's written response to the grievance, the IBEW shall have fourteen (14) days to submit, in writing, the dispute to Arbitration.

Arbitration

To ensure the prompt resolution of a dispute that arises from the application of this Transition Agreement the parties mutually agree to the following Arbitration procedure.

The parties will seek to find a mutually agreeable Arbitrator based in Alaska from a road system community. If the parties are unable to mutually agree on an Alaskan arbitrator the parties will use the following AAA process:

The Union shall submit a request to the Seattle Office of the American Arbitration Association (AAA) for a panel of eleven (11) potential arbitrators from Alaska, Washington, or Oregon. A copy of the request shall be sent to the Employer. After receipt of the panel from AAA, the parties shall select an arbitrator using the strike method. The order for striking shall be determined by the toss of the coin; the Union Representative shall toss the coin and the management representative shall call heads or tails. The arbitration hearing shall be conducted consistent with the rules established by AAA.

It is mutually understood and agreed that arbitration hearings will be conducted without unnecessary delay. Each party shall be given reasonable opportunity to be heard by its representatives, and to produce witnesses and documentary evidence and to cross-examine.

Authority of the Arbitrator:

The Arbitrator's authority shall be limited as follows:

- The Arbitrator shall consider only the particular issue or issues presented in writing by Chugach and IBEW which have been processed through the Dispute Resolution Process.
- The arbitrator shall have the power to interpret the terms of this Transition Agreement, but the arbitrator's decision shall be based solely on the existing terms of this Transition Agreement, and the arbitrator shall not have the power to add to, subtract from or modify any of the terms of the Agreement.
- The arbitrator shall have no power to establish wage rates, job classifications or fringe benefits of any kind. However, the arbitrator shall have the power to determine job grades pursuant to an appeal from the classification committee.
- The arbitrator shall designate the losing party and the losing party shall pay the arbitrator's fees, expenses, and costs of arbitration. If neither party is designated the losing party, the arbitrator shall split, between the parties the fees, expenses, and costs of arbitration.

Although no formal rules of evidence are contemplated by this Transition Agreement, the arbitrator shall determine the admissibility of evidence, admissibility being principally a matter of relevancy, materiality and the avoidance of undue repetition. Each of the parties hereto agrees to produce all books, records and documents or other materials, or certified copies thereof, which, in the opinion of the arbitrator, are relevant to the issues of the grievance. The parties will first seek to resolve claims of confidentiality or privilege by mutual agreement. Failing mutual agreement, the arbitrator will resolve any claims of confidentiality or privilege related to information requests from either party.

The judgment of the Arbitrator shall be final and conclusive on Chugach and IBEW. The parties further agree that, from the time Chugach first was notified of the grievance until it is ultimately resolved, including the entry of the judgment of the Arbitrator when the grievance has been submitted to arbitration, the subject of the controversy will remain status quo as of the time the grievance was first noticed.

Appeal of the Arbitrator's Award:

Should there be an appeal of the Arbitrator's award; the appeal shall be subject to the process for judicial review of arbitration awards arising out of collective bargaining agreements between unions and employees governed by Section 301 of the Labor Management Relations Act (LMRA) and the federal common law governing review of arbitration awards in labor cases.

ML&P CDL Holders: The Parties agree that Chugach will pay the cost of any transferred ML&P employee's physical exam in order to renew or maintain his or her CDL within 90 days, prior to the closing of the sale, consistent with existing Chugach policies, practices, and agreements.

This Transition Agreement shall expire on June 30, 2025.

AGREED:



For IBEW:
David Reaves,
Business Manager

11-19-18

Date



For Chugach:
Lee Thibert,
Chief Executive Officer

11/19/18

Date

SIGNATURE PAGE

OFFICE AND ENGINEERING PERSONNEL

ACKNOWLEDGED BY:

Chugach Electric Association, Inc.
"Employer"

International Brotherhood of
Electrical Workers, Local 1547
"Union"



Lee Thibert Date
Chief Executive Officer



Dave Reaves Date
Business Manager



Tyler Andrews Date
Executive Vice President
Employee Services and
Communications



Julius Matthew Date
IBEW Chief Spokesperson
Business Representative



Dusty Menefee Date
IBEW Chief Spokesperson
Chief Shop Steward

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AGREEMENT COVERING TERMS AND CONDITIONS OF EMPLOYMENT

GENERATION PLANT PERSONNEL

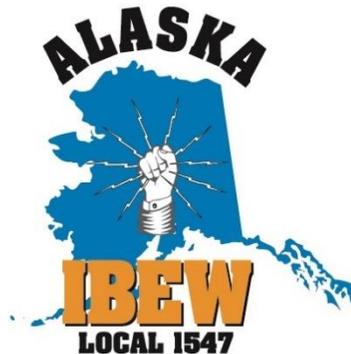
Between

CHUGACH ELECTRIC ASSOCIATION, INC.



And

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Effective October 30, 2020 through June 30, 2025

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PREAMBLE

AGREEMENT COVERING TERMS AND CONDITIONS OF EMPLOYMENT GENERATION PLANT PERSONNEL BETWEEN

Chugach Electric
Association, Inc.
Anchorage, Alaska

and

Local Union 1547
International Brotherhood
of Electrical Workers
AFL-CIO
Anchorage, Alaska

THIS AGREEMENT, entered into in duplicate by and between CHUGACH ELECTRIC ASSOCIATION, INC., an Alaska nonprofit electric cooperative corporation having its principal offices at Anchorage, Alaska, hereinafter referred to as the "Employer", and LOCAL UNION NO. 1547 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, of Anchorage, Alaska, hereinafter referred to as the "Union".

The Employer and the Union recognize that the Employer is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of those persons resident in the service area of the Employer.

The Employer and the Union have a common and sympathetic interest in the generation, transmission and distribution of energy. Such common interest and the public welfare will be better served by the establishment and maintenance of labor management cooperation between the Employer and the Union.

It is the intent and purpose of the parties to promote and improve industrial and economic relations between the Employer, its employees, and the Union; to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment to provide procedures for the amicable adjustment of all disputes and grievances.

The management of the Employer and the leadership of the Union are committed to use due diligence to develop a positive labor management relationship. The primary goals are to promote the success of the Employer, to provide rewarding jobs for its employees and to provide quality service to meet the needs of its customers. The purpose of this Agreement is to create a labor-management structure and set forth terms and conditions of employment to support a work environment that will further these goals.

In consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1

SCOPE AND DURATION OF AGREEMENT

Section 1.1 Scope

This Agreement is applicable to work within the scope of job classifications covered by this Agreement, and the employees who perform that work, and will not be applicable to other positions or job classifications except as agreed between the Union and Employer.

Section 1.2 Duration

This Agreement shall become effective at 12:01 a.m. on the date of the execution of the Agreement by both parties or as otherwise provided by the parties in writing (whichever comes first), and shall continue in full force and effect through and including 11:59 p.m. June 30, 2025 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or amend this Agreement is served by either party upon the other no more than Three Hundred (300) days, and no less than two hundred seventy (270) days, prior to the date of expiration. Such written notice must specify the reasons for the termination or the nature of the changes desired. If notice to terminate or amend is given, negotiations shall commence within thirty (30) days following the date of the notice and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that either party may at any time thereafter provide the other party with a second notice to terminate this Agreement as of the date stated in such notice to terminate, which date shall not be earlier than ninety (90) days after the expiration date of this Agreement, and thirty (30) days after the giving of such notice to terminate.

It is the intent of the parties with respect to collective bargaining of future Agreements to conduct their negotiations in such a manner as to reach a new Agreement on or before the termination of the present Agreement.

Section 1.3 No Strike Agreement

There will be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters will be settled as proved herein.

ARTICLE 2 EMPLOYER-UNION RELATIONS

Section 2.1 Legal Status of the Parties

The Union recognizes that the Employer is a utility and that the Employer must comply with federal, state, and local laws and regulations applicable to Employer. The Employer recognizes that Local Union No. 1547 is affiliated with the International Brotherhood of Electrical Workers.

Section 2.2 Union As Sole Bargaining Agent

The Employer recognizes the Union as the sole bargaining agent for all classifications of employees covered hereby in respect to hours, wages and other conditions of employment.

Section 2.3 Union Shop

The Employer agrees that all employees covered by this Agreement will, as a condition of employment, within thirty (30) days of the date of this Agreement, or within thirty (30) days after the employee's date of hire, whichever is later, become members of the Union or pay all dues, assessments or fees to the Union as required by the Union. The Employer agrees that only those employees covered hereby who remain in good standing in the Union should continue in its employ. As used in this article, "good standing" means that an employee is not in arrears to the Union for current dues, assessments or fees, including initiation fees.

Section 2.4 Managerial Prerogatives of the Employer

The management of Employer's operations and direction of the work force is vested exclusively in the Employer. Providing that the action taken by Employer is not inconsistent with the terms of this Agreement and is not taken for the purpose of discriminating against an employee based on Union membership, the Employer retains management rights and responsibilities, including, but not limited to: (1) to prescribe working rules pertaining to safety, discipline, and conduct; (2) to supervise and schedule the work force; (3) to employ, promote, transfer, and lay-off employees; (4) to discipline employees for just cause; (5) to determine the size of the work force; (6) to control and regulate the use of facilities, supplies, equipment, and other property of the Employer; and (7) to introduce new or improved methods of operation or facilities.

Section 2.5 Standards of Work

The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform safe, efficient, and diligent service, and that they will use their influence and best efforts to protect the property of the Employer.

Section 2.6 Shop Stewards

Shop Stewards who have been selected pursuant to the rules and regulations of the Union to represent the employees covered hereby will be recognized by the Employer. The number of stewards appointed shall be reasonably related to the needs of the Union to represent bargaining unit members. The names of the stewards will be furnished to the General Manager of the Employer in writing before beginning their duties. An alternate shall act as the steward when appointed to do so by the Union and the Employer is so notified. The Employer recognizes that the stewards will be assigned their Union duties and responsibilities by the Union and pursuant to this Agreement. The stewards will cooperate with the Employer in securing compliance with this Agreement and, at the request of the General Manager of the Employer, or of the General Manager's duly authorized representative, will call to the attention of its employees any violations of this Agreement.

Stewards shall perform their assigned duties as an employee covered by this Agreement. Stewards will be given a reasonable amount of time by the steward's supervisor during working hours, and without loss of pay, to handle Union business pertaining to the steward's area of responsibility which could not reasonably be accomplished during non-working hours. This business will be handled as expeditiously as possible and, except for matters taking only a few minutes, the appropriate management supervisor will be informed before a steward performs Union business. A steward may, with permission from the management supervisor, use a company vehicle to pursue labor management problems during working hours. During outages and other emergencies, a supervisor has the right to require a steward to give priority attention to Employer's business. The steward will confine the steward's activities during working hours to those matters pertaining to this Agreement.

Stewards will not be terminated for any cause until the General Manager of the Employer and the Business Manager of the Union have completed an investigation of such cause, provided that the investigation shall not last longer than fifteen (15) work days in cases not involving a reduction in force, and forty-eight (48) hours in cases involving a reduction in force, without mutual agreement

of the parties. In the event of a reduction in force involving a steward, the General Manager for Employer and the Business Manager of the Union will meet at least 48 hours prior to the reduction in force to allow adequate time for the Business Manager to replace the steward; this section, in and of itself, does not obligate Employer to otherwise give the Union advance notice of a reduction in force. As used in this section, “shop steward” or “steward” includes alternate shop stewards, and “working hours” does not include meal and break periods.

Section 2.6.1 Shop Steward Time

The Employer may require the Shop Steward to record time spent on Union business during working hours on the employee’s time card.

Section 2.7 Leave to Accept Union Office

Any employee elected or appointed to an office of the Union which requires a part or all of the employee’s time will, upon application, be given annual leave, insofar as such employee may have accrued annual leave or leave without pay. An employee who is on leave in order to discharge Union duties will continue to accrue service credit for a period not to exceed four (4) years. This Union leave may be extended by mutual agreement. This provision does not apply if an employee seeks leave solely to act as a candidate for Union office.

Section 2.8 Good Standing with the Union

The Union may notify the Employer in writing that an employee covered by this Agreement is not in good standing with the Union, in that such employee is in arrears for current dues, assessments or fees, including initiation fees. The Employer will inform the employee of such notification and, unless the employee acquires good standing with the Union within a period of five (5) full workdays after being so informed by the Employer, the employee will be terminated. The Employer agrees to deduct Union dues, assessments and fees from the pay of its employees and pay to the Local Union No. 1547 such amount as is authorized in writing by the employee on a form acceptable to the Employer. The Employer agrees to make this deduction from each payroll check, and to send a check for the total amount to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month, together with a list of every bargaining unit employee that shows for each employee: (1) the employee’s social security number, (2) the employee’s last name, first name, and middle initial, (3) the amount of working dues, assessments or fees deducted, (4) the amount of monthly dues or fees deducted, (5) the employee’s base working rate, (6) the number of hours compensated at straight time, and at the applicable overtime rate, (7) the total hours compensated, and (8) the employee’s gross wages. This

authority shall be revocable by the employee by notice in writing delivered by mail to the General Manager of the Employer and the Financial Secretary of the Union once per year. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues, assessments or fees except that of ordinary diligence and care in forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer based on this section or Section 2.3, Union Shop. Employer retains the right, at its option, to select and use its own counsel in any proceedings arising from this section where Employer determines there is a conflict between the interests of the Union and the Employer as follows: Employer shall provide the Union with a list of at least two (2) law firms that are acceptable to the Employer, and then the Union, in its sole discretion, shall select one of these law firms to act on Employer's behalf. If the Union provides indemnification under this section, the Union will pay a reasonable hourly rate for attorney services, and those costs and services that are reasonable and necessary for such defense.

Section 2.9 **Union Bulletin Boards**

Employer will provide bulletin boards for use by the Union, at locations acceptable to the Union, for the purpose of posting Union notices and communications. Union bulletin boards will be provided with locks and keys, with keys kept by the stewards.

Section 2.10 **Union Access to Employer's Premises**

Authorized representatives of the Union, while acting on Union business, will be permitted to visit the offices and other places of work of the Employer during working hours. The Union representative will schedule visits to a department, work site, or facility with the Manager of Employee Relations, or the Manager's designee. Before visiting an area where employees are working, the Union representative will, whenever possible, inform the supervisor responsible for the department which is to be visited. Members of the Union will be permitted to participate in Union meetings during their hours of work only as authorized by the General Manager or the General Manager's designated representative.

Section 2.11 **Loan of Employees**

Employer will not lend the services of an employee covered hereby, or cause such services to be lent, except that, in order to meet an emergency situation, Employer may lend employees' services to any other electric utility. In the event the loan of employees becomes justified under the conditions heretofore described, the Employer will notify the Business Manager or other authorized representatives of the Union prior to dispatching such employees on loan or, if the emergency is urgent, as soon thereafter as practicable.

Section 2.12 Contracting Out – Purpose

It is understood and agreed that the function of Sections 2.12.1-5 are not in any way intended to limit or restrict the ability of the Employer to do business with other employers, but rather, these provisions are designed and intended to preserve work for employees whose wages, hours and other terms and conditions of employment are prescribed by this Agreement.

Section 2.12.1 Emergency Conditions and Supervisors Working

The Employer agrees to refrain from assigning or transferring work normally being performed by employees in job classifications falling within the scope of this Agreement to any supervisor, or unrepresented position, except with consent of the Union, in the case of an emergency or where consistent with historical practice.

Section 2.12.2 Warranty Work

Section 2.12.1 shall not prohibit the employees of a manufacturer or supplier who is doing warranty work from trouble-shooting or working on equipment, systems, or apparatus supplied to the Employer which are still under warranty. If skills new to the bargaining unit are used, the Employer will continue its existing practice of assigning at least one bargaining unit employee to assist with such warranty work as training that will facilitate work the bargaining unit employees will, with reasonable probability, do later.

Section 2.12.3 Erosion of Work Force

No regular employee shall be laid off, terminated, or discharged by the Employer as a result of the Employer's subcontracting any work historically or normally performed by bargaining unit employees. The Employer agrees that it will not contract out or subcontract work with the underlying purpose of eroding the size of the bargaining unit.

Section 2.12.4 Union Signatory Clause

(a) In order to preserve work traditionally performed by bargaining unit members, the Employer shall require that contractors for new construction involving any electrical work normally performed by employees covered by the Generation Agreement which is to be done at the site of construction of transmission lines, distribution lines, substations, SCADA systems, and inside wiring, become signatory to a current collective bargaining agreement with International Brotherhood of Electrical Workers Local 1547 if they are the successful bidder on a project. This requirement shall become applicable once a bid is awarded. Contractors or subcontractors need not be signatory to such

agreement in order to bid on the project. Bidding is open to any contractor. In order to comply with this section, those contractors not already signatory to a collective bargaining agreement with the IBEW may either become signatory or they may execute an agreement with the IBEW to comply with the same terms and conditions set forth in the most current applicable agreement between IBEW Local 1547 and the Alaska Chapter National Electrical Contractors Association, Inc., which agreement is limited to the scope of the work and duration of the project. The IBEW and any successful bidder shall promptly enter into an agreement as necessary to comply with this section.

(b) This signatory provision will be interpreted and applied in good faith by both parties. The Employer shall not design a project, draw up job specifications or engage in any practices for the purpose of intentionally taking itself outside the scope of the lawful application of the construction industry proviso in 29 USC 158(e).

(c)

(1) Work intended to maintain and operate existing facilities, or equipment at their original location, capacity and intended use (including maintenance clearing and trimming) is maintenance and operations, not new construction, and is covered by all the above-referenced provisions except the signatory clause set forth at Section 2.12.4(a). All subcontracting of maintenance and operation work normally performed by employees covered by this Agreement shall be compensated at the current prevailing rate of wages and fringe benefits as determined from time to time by the Alaska Department of Labor pursuant to Title 36.

(2) Right-of-way clearing is exempt from the union signatory clause either when it does not constitute construction activity or when it has not normally and traditionally been performed by the bargaining unit.

(3) Contracts for construction work, including the nonelectrical alteration, painting or repair of buildings, will not be covered by the Union signatory clause when such work is not normally performed by members of the bargaining unit.

(d) It is mutually agreed that ‘inside wiring’ shall be defined as work necessary to the installation and construction of electrical facilities within Association buildings and structures or associated electrical work on the load side of the Association’s meter subject to the National Electrical Code. It is understood that this definition will not conflict with or limit work performed by classifications covered under the Outside or Generation Agreements.

Section 2.12.5 **Dispute Resolution**

The parties shall not enforce Sections 2.12.1-4 of this Agreement by means of slowdown, picketing, strikes or lockouts. In order to avoid unnecessary disputes over the application of this Article, the Union shall be given reasonable advance written notice of any preliminary decision to contract or subcontract work covered by Sections 2.12.1-4. Before Employer may award any contract or subcontract (including task order contracts and unit price contracts) or assign any work covered by Sections 2.12.1-4 (engage in subcontracting activities), the Union shall be given an opportunity within the next five business days following the date of notice to meet with the Employer for the purpose of discussing whether the proposed action is in compliance with this Article. If mutual agreement cannot be reached within that time frame, the matter shall proceed to Step 3 of the grievance procedure if the Union so elects and the Employer will not refuse to arbitrate subcontracting grievances on the basis that they are illegal. If either party should refuse to arbitrate a contracting dispute, that party will be liable for the other side’s attorney’s fees and costs incurred in obtaining an order compelling arbitration. The discussion provisions of this section shall not apply to emergency work, task orders issued under task order contracts, individual jobs issued under a unit price contract, contracts or subcontracts in an amount of \$50,000 or less, professional services, or in cases where work is bid under the OELCC and there are no pre-qualified non-union contractors. In addition, the notice requirement shall not apply to emergency work. The exemption of the foregoing categories of work from the notice and discussion provision of this section in no manner limits or impairs any rights the IBEW has to file and process grievances as to such work.

Section 2.13 **Hiring Hall**

All employees to perform services covered by this Agreement shall be secured through the offices of the Union, subject, however, to the following:

Section 2.13.1

The Employer shall notify the Union of possible vacancies, which it intends to fill from the applicants for employment.

Section 2.13.2

The Union shall refer applicants for jobs, provided that the selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or observance of Union membership, policies or requirements.

Section 2.13.3

The Employer shall have the right to reject any job applicant referred by the Union. If Employer rejects an applicant, it shall immediately notify the Union in writing by noting same on the introductory form presented by the applicant.

Section 2.13.4

If the Union does not refer qualified job applicants, within three (3) working days after receipt of notice, who shall be acceptable to the Employer for filling the existing vacancies, the Employer shall be free to recruit employees from other sources.

Section 2.13.5

The parties hereto recognize that the Employer is an equal opportunity Employer within the contemplation of Title VII of the Civil Rights Act of 1964, as such statute has been implemented by one or more executive orders, and that Employer may be likewise a federal contractor within the contemplation of the aforesaid executive orders and required to pursue an affirmative action program with respect to equal opportunity for employment (reference: Executive Order 11246, as amended, section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, and their implementing regulations at 41 CFR Chapter 60. In order to insure that Employer conforms in its hiring practices to the requirements of the law, federal, state and local, as implemented by executive and administrative orders and regulations, the parties mutually agree that neither Employer nor Union will discriminate against any person or persons on the grounds of race, religion, color, sex, age or national origin with respect to recruitment, hire, promotion, demotion, termination, layoff, transfer, compensation, selection for training, or otherwise, so as to deny such person or persons equal employment opportunities.

Section 2.13.6

The term "he," wherever used in this Agreement, shall also mean "she".

Section 2.13.7 Name Request

In order to avoid the need to retrain qualified individuals, the Employer may name request employees who have worked for the Employer within the preceding twelve (12) months in classifications covered by this Agreement. The Employer's right to name request under this section will be limited to the Employer hiring to fill one of the following classifications:

- Instrument and Controls Technician
- Maintenance Electrician
- Heavy Equipment/Plant Maintenance
- Maintenance Technician
- Machinist Maintenance Technician
- Welding Maintenance Technician
- Maintenance Helper
- Plant Helper

This provision does not supersede the provisions of Section 3.4 or Section 3.5.3, Recall Rights; temporary and regular vacancies will still be posted.

Section 2.14 Employee Access to Personnel Records

Employees shall have access to their personnel records in the Employee Relations Department at any reasonable time in the presence of the Manager of Employee Relations or designated representative from the Employee Relations Department. The employee will receive a copy of any disciplinary letters or of any material placed in this file which may lead to disciplinary action. The employee's personnel file in the Employee Relations Department will be secured (locked) and will be accessible only to designated employees in the Employee Relations Department, the employee's immediate supervisor and supervisory/managerial personnel in the direct chain of command. All other persons are barred from employee personnel files without the employee's written consent, except as provided by law.

Section 2.15 Labor-Management Committee

A jointly comprised Labor-Management Committee (L.M.C.) will meet during working hours at the request of either party, as necessary. It is agreed the parties will only request a meeting when there is a reasonable, good faith belief that such a meeting will be mutually beneficial. Requests for meetings will not be made to harass or burden the other party. The Employer shall select its own representatives and the Union shall select its own representatives from the bargaining unit. The Management representatives of the L.M.C. shall normally consist of the General Manager or designee and two other representatives from

management. The Labor members of the L.M.C. shall normally consist of the Union Business Representative and four representatives from the bargaining unit (normally one representative from Dispatch, one representative from Information Services, one representative from Generation and one from Telecommunications). The General Manager and Union Business Manager will endeavor personally to attend at least one meeting each calendar year.

The Employer and Union may appoint additional members to the committee as needed. The Committee will not have the authority to alter the meaning or cost application of the collective bargaining agreement. Employer shall not have any obligation to pay wages or benefits to any Union representative not on regularly scheduled duty when such meetings are held.

ARTICLE 3 APPOINTMENT AND TENURE

Section 3.1 Employees

Section 3.1.1 Temporary Employee

A temporary employee is one who is employed for occasional work and for a limited period of time, not to exceed nine (9) months. Temporary employees will be subject to all terms of this Agreement. Such temporary employment may be extended by mutual consent of the Employer and Union. The intent of this section is not to reduce the number of regular positions by the hiring of temporary employees.

Section 3.1.2 Probationary Employee

A probationary employee is one who has been hired by the Employer for regular employment, but who has had less than ninety (90) days continuous service with the Employer. All employees hired to fill a regular job will be regarded as probationary employees for the first ninety (90) days of their employment, except that if a temporary employee is hired for regular employment after serving for ninety (90) days or more in the position to which the employee is appointed, the employee will not be required to serve an additional probationary period. During this period of probationary employment for the newly hired employee, the employee may be laid off or discharged and such actions by the Employer shall not be subject to the provisions of Article 10 herein. The rights of employees who bid to a different position and who do not successfully complete the probationary period in the bid position shall be as specified in this Agreement. All employees hired to fill a regular job shall accrue service credits and seniority during such probationary period. This time may be extended by mutual agreement between the Employer and the Union.

Probationary period for Power Dispatcher Trainee. Maximum of eighteen (18) months, to be determined by the Evaluation Committee for each trainee.

Section 3.1.3 Regular Employee

A regular employee is one who has been engaged for regular employment and who has served the Employer continuously for ninety (90) days or longer.

Section 3.1.4 Part-time Employee

A regular part-time employee is one who is employed for a regular position that is normally scheduled and budgeted to work less than forty (40) hours per workweek. For purposes of this Agreement, a regular part-time employee may only work in a position or classification developed for the Information Services Department (formerly Data Processing) unless the Employer and Union mutually agree in writing to do otherwise.

(a) Amount of Scheduled Work

Part-time positions shall be created and scheduled to work thirty (30) hours or less, but more than fifteen (15) hours per week. If a part-time employee has worked three (3) or more consecutive times, for more than thirty (30) work hours in a week, the employee shall become a full-time regular employee under this Agreement. The only exceptions to this provision shall be when the Employer and Union mutually and specifically agree otherwise, or when the part-time employee has been scheduled or called in to cover for the absence of a vacationing or sick employee. Except for prior mutual consent between Employer and Union, a part-time employee who works more than one thousand, four hundred and ninety-nine (1499) hours in any twelve (12) month period shall become, at that time, a regular full-time employee under the Agreement. If any part-time employee becomes a regular, full-time employee, they shall receive pay and benefits in the same manner as any other regular employee under the Agreement.

(b) Number of part-time employees

The number of part-time employees shall not exceed twenty percent (20%) of the number of regular full-time bargaining unit employees working under this Agreement in the Information Services Department. If the number of part-time employee(s) becomes excessive, after mutual determination with the Union, Employer will either lay off the least senior part-time employee(s) or convert the most senior to full-time regular status.

(c) Vacancies

Job posting and bidding, and hiring of part-time employees shall be in accordance with the provisions of this Agreement.

(d) Basic Wage

Part-time employees shall be paid at the same basic hourly wage rate as a regular full-time employee working in the classification.

(e) **Overtime**

Overtime and applicable shift pay shall be paid according to the provisions of the Agreement for regular employees.

(f) **Seniority**

Seniority shall accrue on the same basis as a full-time employee.

(g) **Pension and Retirement**

Contributions shall be made on the employee's behalf the same as any regular employee under the Agreement.

(h) **Holidays and Annual Leave**

Holidays shall be calculated on a pro-rated basis for the number of hours the employee is scheduled to work. Annual Leave shall accrue for each pay period on the basis of the number of hours the employee has worked in the pay period. The terms of the Agreement shall apply for work on a recognized holiday.

(i) **Health and Welfare Benefit for Part-time Employees**

Part-time employees shall be provided Health and Welfare benefits under the Alaska Electrical Health and Welfare Fund Plans according to the following:

Plan Designation		Monthly Plan
Medical Plan	#553	\$1949.00
Dental Plan	#601	\$177.00
Vision Plan	#701	\$23.00
Disability Plan	#801	\$16.00
Life and A.D.&D.	#903	\$2.00
(Total monthly cost)		\$2167.00

The Employer will pay 100% of the current monthly premium cost (\$2006.00) in order to establish the benefit for the employee. Beginning the effective date of the first monthly premium increase, each part-time employee shall be responsible to reimburse the Employer for five percent (5%) of the total monthly premium cost by allowing a withholding from their pay. In the event of subsequent premium changes, the cost allocation between the Employer and employee shall be determined by application of the provisions of Section 12.1 commencing with the third paragraph of that section.

The Employer agrees to deduct health insurance supplemental payments in accordance with the provisions of this Agreement under Section 12.1.1.

Section 3.2 Service Credit and Seniority

Section 3.2.1 Service Credit

For the purpose of this Agreement, service credit is the actual amount of time for which a regular employee receives compensation for full-time employment with the Employer, to which is added the actual time the employee is on authorized leave without pay except as provided in Section 2.7, Leave to Accept Union Office, herein. A probationary or temporary employee who is retained in employment and who acquires the status of a regular employee will receive service credit from the date of the employee's original hiring.

Section 3.2.2 Seniority

Seniority is the total service credit which the employee has with the Employer since the employee's last uninterrupted date of hire within this Chugach bargaining unit. When more than one employee is employed on the same day, the employee with the earliest birth date (year, month and day) will have the greatest seniority.

A list reflecting the relative seniority status of each employee covered hereunder will be available to the shop steward. The Employer will keep such seniority list current.

Section 3.3 Termination of Seniority

The seniority of an employee will terminate under any of the following conditions:

Section 3.3.1

When a regular employee is laid off, except that if the employee is re-employed and the employee's service break is twelve (12) months or less, seniority will accrue uninterrupted from the original date of hire. If the employee's service break is over twelve (12) months, a new service date is established for the purpose of determining seniority, but the employee's pay will include the employee's longevity at the time of layoff.

Section 3.3.2

When an employee resigns.

Section 3.3.3

When an employee is discharged for cause.

Section 3.4 Vacancies

The following procedure will govern job posting, job bidding, job award, re-evaluation, evaluation, and Qualifications Committee for all job classifications as set forth in Article 13 hereof. Newly created or vacated regular positions, as defined in this section, may be filled by reassignment for a period of time not to exceed sixty (60) days, at which time such position will be posted and bid.

Section 3.4.1 Job Posting

(a) **Regular Positions** Any regular job or position covered by this Agreement which has been vacated and is to be filled, or any job that is being created and is to be filled, shall be posted. Posting shall state details and qualifications applicable to the job or position.

(b) **Temporary Positions** Any temporary job or position created to augment the work force will be posted for five (5) calendar days to permit employees to express interest. Award will be made after close of posting period.

(c) Chugach will re-post Vacancy Postings in-house every twelve (12) months when a vacancy to be filled has not been filled by way of the posting/bidding process (in that order). This timeframe may be extended by mutual agreement between the parties. Re-posting will only be required if a qualified applicant from outside the Company is not hired to fill the position.

Section 3.4.2 Job Bidding

For the purpose of providing every regular employee covered by this Agreement with an opportunity to bid on posted vacancies, Employer will make a reasonable effort to notify all regular employees, including those on vacation, of posted vacancies, provided that the regular employee on vacation has left an address or phone number with Employee Relations where the employee may be contacted. Any individual covered by this Agreement may, within ten (10) calendar days from the date of job posting, present in writing, (or verbally, if out of town) to the Manager of Employee Relations a request to bid. Such request to bid will include all data required by the posting. Unless mutually agreed, employees are limited to one successful bid during any twelve (12) month period. Regular employees may be assigned to temporary jobs for cross-training providing the regular employee consents to that particular assignment, which shall not be unreasonably withheld. If an employee requests a re-assignment for purposes of cross-training, Employer will not

unreasonably deny the request. Periods of such re-assignment may be up to sixty (60) calendar days. The 60-day limit may be exceeded by the mutual consent of the Union and the Employer. Temporary promotions shall be on a twenty-four (24) hour basis.

If an employee voluntarily bids into a lower pay classification, the employee will be paid at the lower rate.

Section 3.4.3 Job Award

Within fourteen (14) calendar days after the closing date of the bids, the bidders will be considered and the job awarded. Bid pay to start at the time of the bid award, providing employee is available to assume position on that date and shall continue until bid position is cancelled.

All bids will first be reviewed for validity of qualifications by a committee composed of two (2) representatives from the bargaining unit selected by the appropriate bargaining unit shop steward and two (2) from the Employer.

The Bid Committee will first evaluate qualifications of bidders who are regular or probationary employees covered by this Agreement. If there are no qualified bidders, then qualifications of bidders who are temporary employees covered by this Agreement will be considered.

The Bid Committee must first consider the following factors, without favoritism of any kind: ability to meet the posted qualifications, three (3) years past performance, and bargaining unit seniority. Where the first two factors are equally satisfied, seniority shall prevail.

The Bid Committee may request interviews with the bidder(s) and/or managers or a demonstration by the bidders of job knowledge or skills. The use of such additional assessment tools shall be mutually agreed to by the members of the Committee.

Where the Bid Committee selects a bidder by majority vote, the Executive Manager or designee will, in the absence of overriding circumstances, accept the Bid Committee's selection. If the Executive Manager or designee does not accept the recommendation of the Bid Committee, the Executive Manager or designee shall inform the Bid Committee and a new Bid Committee, composed of two (2) different representatives from the bargaining unit selected by the appropriate shop steward and two (2) different representatives from the

Employer shall be convened. This Bid Committee shall follow the same procedure set forth above. In the event that this second Bid Committee cannot make a selection by majority vote, the Executive Manager or designee shall make a selection from the qualified bidders. If the second bid committee does reach a majority decision their decision will be implemented.

In the case of a selection by the Executive Manager, an employee who believes that he/she was passed over without justification may file a grievance and follow the procedure provided in Article 10 of this Agreement.

Employees awarded a bid will undergo a sixty (60) day probationary period to be determined by the Bid Committee for that position. The sixty (60) workday limit may be extended by mutual consent of the Union and the Employer.

The Company and the Union agree that the Bid Committee will determine if an employee meets qualifications per the RIF/layoff provisions of the contract or meets qualifications while on probation.

(a) For the purpose of a Job Award under this Section, the employee must actually be available at work and able to assume the bid position on the date of the bid award, for the bid award to result in a change in job duties or a wage rate change.

If the employee has been granted leave, the bid award shall be made by the bid Committee in accordance with the terms of the Agreement, but it shall not be effective until the first day the employee returns back to work from leave.

Section 3.4.4 Re-evaluation

In the event any two members of a Bid or Evaluation Committee, as established in Section 3.4.3, determine that the bidder did not successfully complete probation, the bidder will be restored to the bidder's previous position and rate, if the position has not been filled. If the position has been filled, the bidder will revert to the bidder's previous rate of pay and may then be temporarily assigned up to sixty (60) days to power plant locations and job assignments as required, after which the employee will return to the employee's original base assignment. During this sixty (60) day period, the employee must bid any position which opens, and for which the employee is qualified that does not require a household move; failure to do so shall cause the employee to be discharged. If, after the expiration of the sixty (60) day period, there is no

vacant position available of equal or less pay for which the employee is qualified, then the reduction-in-force provisions of this Agreement shall be applied, with the bid employee being treated as being in the position the employee had immediately prior to assuming the bid position. The sixty (60) day time period set forth herein may be extended by mutual agreement of the Union and the Employer.

Section 3.4.5 Evaluation Committee

An Evaluation Committee will be established to evaluate the performance of an employee in a position containing steps. This committee will consist of two (2) members of management and two (2) members of the bargaining unit, selected by the shop steward. Members will be familiar with the employee's performance who is under evaluation, and will determine if the employee qualifies for the next step increase, as measured against standards established by the Employer. In the event that any two (2) members of the Evaluation Committee determine that the employee did not meet the qualifications to advance, the employee will remain at the employee's present step and will be evaluated again at a mutually determined time.

Section 3.4.6 Classification Committee

(a) **Composition and Purpose** The Union and the Employer shall utilize a Classification Committee consisting of two (2) management representatives appointed by the CEO or designee and two (2) bargaining unit representatives appointed by the Business Manager or designee. The primary purpose of the Classification Committee shall be the review of newly proposed job classifications or changes in existing classifications falling within the scope of this Agreement.

Employer agrees to submit changes in job descriptions for review and comment to the Classification Committee prior to implementing such change and that it will continue to seek consensus and work collaboratively with the Union prior to implementation, recognizing that such decisions are best made by mutual agreement whenever possible.

The procedure for review and comment shall be as follows:

(b) **Procedures** When the Employer or the Union requires a new job classification or either party wishes to propose changes to existing classifications, the following procedure shall be followed to ensure efficiencies in the process:

Step One: The moving party will prepare a proposal identifying the changes sought and forward it to the Vice President (VP) of Human Resources (HR) who will then distribute it to the Classification Committee for review and consideration. The VP of HR will complete the formal drafting of a new or revised classification, if necessary.

Step Two: The Committee will meet within seven (7) calendar days of the Committee members' receipt of the proposal on newly proposed position descriptions, or discuss changes to position descriptions unless mutually agreed otherwise between the parties. Committee members unable to attend in person shall attend telephonically.

Step Three: The Classification Committee will reach a decision within seven days of the meeting and the decision of the majority of the Committee shall be final except as provided below.

Step Four: If the Classification Committee does not agree on the establishment of the new job classification or the proposed change, or does not render a decision within the time frame noted above, unless the delay is the result of extensions of time requested by the Employer, the matter must be submitted to, and reviewed by, the appropriate Senior Vice President. The Senior Vice President will be the tie breaker with respect to the creation of a new or the modification of an existing classification. If the parties deadlock regarding appropriate compensation for the new or modified classification the matter will proceed immediately to arbitration,

(c) No regular employee will be laid-off, terminated or discharged by the Employer as a result of the Employer's creation of a new classification or the modification of an existing classification.

(d) Employees will not be displaced by any increase in the qualifications of a position; employees who do not have the additional qualifications will be grandfathered in their current position.

Section 3.5 Reduction in Force and Layoff

Section 3.5.1 Decision

Employer shall give the Union thirty (30) days notice of any contemplated reduction in force, in order to provide an opportunity for joint discussion of the reasons for that potential RIF and potential alternatives. All non-regular bargaining unit employees and temporary personnel who may be working in the affected classification shall be laid off before regular bargaining unit employees who normally perform work within that classification are laid off. No regular employee will be laid off if there is a contract employee doing bargaining unit work that the regular employee can perform.

Section 3.5.2 Procedures

If the Employer decides that sound management requires the reduction of the work force in a particular job classification, employees will be laid off in reverse order of seniority in that classification. If, as the result of the elimination of a position within a job classification, a more senior employee is required to transfer, the employee shall transfer to the position being vacated by layoff of the least senior employee within the job classification.

If there are no available positions within the employee's current job classification, an employee with greater company-wide seniority may bump the least senior person in another job classification in which the employee has previously worked as a regular employee. If the employee has previously worked in more than one job classification, the employee must bump into the classification in which the employee most recently worked prior to the position from which the employee has been RIF'd. This procedure shall be followed until an employee cannot bump and is laid off. Any such bumping rights must be exercised within five (5) calendar days of notice of the reduction in force; provided however, that for any employee working at Beluga this time period must include at least two (2) days off duty.

Any employee who is subject to a reduction in force shall receive not less than one (1) month written notice of such action of the Employer, or, in lieu thereof, at the option of the Employer, one (1) month's wages.

If, as the result of the bumping or recall process described herein, an employee assumes a job previously held, but not worked (excluding temporary assignments to a higher classification) during the previous twelve (12) months, the employee shall have thirty (30) days in which to demonstrate proficiency in that job title or be reduced from the work force.

Section 3.5.3 Recall Rights

When applicable, this section shall take precedence over Section 3.4, Vacancies, of this Agreement.

Any regular employee who is terminated from employment for other than cause (or resignation) will be given preference in the filling of any subsequent job vacancies with the Employer for a period of one (1) year, provided that the employee is qualified for a vacant position. The Bid Committee will determine if an employee meets the qualifications required to exercise this preferential right.

Recall shall be based upon company-wide seniority, and filling a vacancy for a temporary position shall not change or extend the length of time a laid off employee has recall rights under this Agreement. If an employee is found qualified for a position not previously held, the employee will be subject to the customary probationary period defined in Section 3.4.3 of this Agreement.

Any employee who has moved from one classification to another, or from one work location to another as the result of a reduction in force or layoff shall have the right to return to their previous classification and/or work location if a vacancy occurs within a two-year period of the layoff that caused the employee to be displaced. An employee exercising the right to return under this paragraph shall have precedence over a laid off employee with respect to a vacancy.

In the event of reduction in force or layoff due to Employer's acquiring or operating other generation facilities, all power plant employees will have priority for employment at such other facilities consistent with qualifications and in the event of transfer to such other facilities, will retain their accrued service credit with the Employer and "time of employment under the collective bargaining agreement." Employees shall also retain their accrued "time in the classification" if the employee does not change classification in the transfer.

ARTICLE 4
ANNUAL LEAVE AND HOLIDAYS

Section 4.1 **Annual Leave**

1) A regular employee will earn annual leave at the rate of:

1st year	160 hours per year
2nd year	176 hours per year
3rd year	192 hours per year
4th year	208 hours per year
5th year	240 hours per year

per annum of active and continuous service.

An employee on annual leave will be considered in active service; an employee on approved leave without pay will not be considered in active service. Except for prior written approval of an employee's Executive Manager, or other person designated in writing by the Employer, no employee shall be allowed to take more than four hundred eighty (480) hours of annual leave at one time. Accrued annual leave hours will be shown on each paycheck.

2) Leave available for cash-in-lieu (cash-out): Effective October 30, 2020;

- a. Employees with 640 total annual leave hours or less on that date will be capped at 640 hours; and,
- b. Employees with more than 640 total annual leave hours on that date will be capped at the number of total annual leave hours accrued by that employee as of that date. For employees whose annual leave cash-out cap is greater than 640 hours as of October 30, 2020, should the employee's total leave hours ever drop to 640 or less, 640 hours will be their new cap.
- c. If subsequent annual leave is accrued in excess of the employee's cap, those hours can be used for leave time and may not be used for cash-in-lieu of leave. If an involuntary separation of employment occurs and the employee has unused annual

leave in excess of their personal cap those hours will be cashed out.

- d. Cash-in-lieu (cash-out) will be limited to not more than 640 hours per year; unless the bargaining unit member's individual cap from (b) above is higher. However, in a year in which voluntary separation of employment occurs, a bargaining unit member who has cashed out up to 640 hours or the bargaining unit members personal cap in that year can also cash out remainder of their leave up to 640 hours or the bargaining unit members personal cap upon separation.

3) Employees may not retire directly from leave.

4) Effective with the Date of Closing, all non-cash leave benefits from the ML&P contract will be discontinued.

Section 4.2 Scheduling of Annual Leave

Annual leave will be scheduled in advance as follows:

Section 4.2.1

The Employer shall prepare a twelve (12) month annual leave schedule calendar identifying any limitations or restrictions in the number of employees that can be on annual leave due to reasonable business needs. This annual leave calendar shall be prepared and circulated no later than February 1 for completion by March 1 for the following period March 1 to February 28. The Employer and the Union agree to keep the annual leave schedule circulating. The annual leave schedule with seniority list attached will be circulated, first to the most senior employee and then to other employees in seniority order so that each employee may enter one period of annual leave consisting of one or more contiguous days. When all employees on the seniority list have had an opportunity to select an annual leave period, additional circulation of the schedule as necessary shall be made in seniority order for the purpose of allowing employees other non-conflicting periods in the same manner. After March 1 annual leave will be granted in accordance with the remaining provisions of this section. Approval is granted unless disapproval in writing of said leave is made by March 11. Written disapproval of leave shall include the reason why requested leave has been disapproved. Both the Union and the

Employer agree that both parties shall take all reasonable action to compensate for the employee's absence.

Section 4.2.2

Requests for annual leave not covered by Section 4.2.1 above, will be considered in the order received. Annual leave requests for a period of over seven (7) days if submitted to employee's supervisor after March 1, will be requested at least ten (10) business days prior to the commencement thereof. Approval or disapproval of said leave will be made within five (5) business days after request has been received. Annual leave requests for a period of seven (7) days or less if submitted to employee's supervisor after March 1, will be submitted at least three (3) business days prior to the commencement thereof. Approval or disapproval of said leave will be made within two (2) business days after request has been received. Such annual leave will be granted if, in the opinion of the Employer, its reasonable business needs will permit. Otherwise, such requests will be granted as soon thereafter as practicable. Annual leave may be granted for time less than a regularly scheduled workday. Leave is considered approved unless written disapproval of leave within the prescribed time frame is made. Written disapproval shall include the reason why leave has been disapproved.

Section 4.2.3

Employees may cancel said leave or any portion thereof, with at least thirty (30) days' notice prior to the beginning of such leave. Written approval of the employee's supervisor is required for cancellation of leave with less than thirty (30) days' notice. Employer shall state reason for denial of leave cancellation.

Section 4.3 Emergency Leave

In emergencies such as serious illness or other grave personal problems which, in the opinion of Employer merit such consideration, annual leave will be granted immediately, provided that the employee states the reason for requesting such leave. If accrued annual leave is exhausted, the Employer may grant leave without pay under Section 4.11, Leave Without Pay. The Union will cooperate with the Employer to insure to the maximum extent possible that consideration given to emergency requests for annual leave are not abused. Employees will make every reasonable effort to notify the Employer in a timely manner of the need to be absent because of an emergency.

Section 4.4 Bereavement Leave

In the event of a death in the immediate family, an employee shall be granted five (5) working days paid leave of absence for purposes of attending the funeral, attending the burial, or dealing with the immediate grief caused by the death. Such leave will not be used as a reduction of the employee's accrued annual leave and may not be banked for future use. Employees will make every effort to notify the Employer in a timely manner of the need to be absent because of bereavement leave and, upon returning from such leave, will confirm the reason the leave was taken on a form provided by Employer. The term immediate family is defined as the following and applies both to the family of the employee and the employee's spouse: child (including foster child and step-child), spouse, sister, brother, parents (including foster parents and step-parents), and grandparents.

Section 4.5 Jury Duty

An employee shall promptly inform the employee's supervisor when the employee receives a summons for jury duty. If an employee is absent from work on a regularly scheduled workday in compliance with a summons for jury duty, or is subpoenaed to appear because the employee's presence was directly related to the discharge of duties with Employer, such employee will be administratively excused with pay for the period that the employee's absence for such duty is necessary. The employee will be paid the applicable straight time, day rate, less the difference between any jury fee received by the employee and any parking fee paid by the employee. No shift premium or overtime will be paid for jury duty. No charge against annual leave will be made for absence from work in compliance with a jury summons or subpoena referred to above. Shift workers shall be assigned to day shift Monday through Friday when serving. For each day while on jury duty, the employee shall obtain from the clerk of court a note indicating when the employee is released from jury duty; if two (2) or more hours remain in the work day, excluding a lunch break if the employee did not receive such a break during jury duty, the employee shall return to work as soon as is reasonably feasible.

Section 4.6 Voting Time

An employee desiring to vote in a federal, state, or municipal election may do so, provided the employee is eligible to vote in that particular election for which the employee requests the time off and that the employee can reasonably be spared from the employee's duties. The Employer may schedule voting time throughout the day; provided, however, that employees scheduled to vote just prior to the end of their scheduled workday will be given one (1) full hour. Absence from work for voting time shall be charged against annual leave.

Section 4.7 Military Leave

An employee absent from the employee's employment in order to discharge military service required by law will be granted leave without pay for the period of such service or, at the employee's option, annual leave to the extent such leave has been accumulated.

Section 4.8 Blood Bank

Employees who volunteer in an emergency to donate blood shall be excused and compensated at their regular straight-time rate for travel time and actual time spent donating.

Section 4.9 Sick or Disability Leave

When illness or the need of medical attention requires that a regular employee be absent from regularly scheduled work three (3) or more consecutive days, commencing after the third day, leave without pay shall be granted by the Employer at the request of the employee. Otherwise, his absence will be charged to annual leave to the extent that such employee has accrued annual leave with the Employer. Such leave will not exceed one (1) year if the employee had less than five (5) years of service credit at the start of such leave, nor exceed two (2) years if the employee had five (5) years or more service credit at the start of such leave. The one and two year caps on leave without pay noted above shall be calculated on a cumulative basis using a rolling five (5) year period.

Section 4.9.1 Employee Notice of Absence

If an employee is unable to report to work due to illness or disability, the employee will make every reasonable effort to notify Employer by either personally notifying the employee's supervisor or by leaving a message on the company voice mail of the employee's supervisor prior to the start of the employee's regularly scheduled shift.

Section 4.9.2 Medical Verification

If an employee takes annual leave or leave without pay because of claimed illness or need of medical attention, the Employer may require the employee to provide the Employer with a statement from a medical doctor certifying that the employee's absence was necessary for medical reasons in cases of suspected abuse of leave. Additional statements by a medical doctor may be required by the Employer in the case of extended illness or disability. The employee shall receive one (1) hour compensation at the straight time rate (not counted as hours worked). The employee shall be reimbursed for physicians'

charges not covered by the employee's insurance upon submission of all relevant documentation.

Section 4.9.3 Certification Upon Return to Work

Each employee, upon returning to work, will provide the Employer with a physician's statement authorizing such return and stating work limitations required, if any. After returning to work, if the employee is observed to have problems in performing the employee's job, the employee may be requested to return to the employee's treating physician for a written evaluation of work that may be safely performed, and time required for this evaluation shall be considered as hours worked. Employer agrees to provide the treating physician, prior to this evaluation, with a written description of the physical requirements of the job.

Section 4.9.4 Pregnancy Leave

Employees who are disabled as a result of pregnancy, child birth, or a related medical condition, shall be granted the same consideration as an employee having any other disability.

Section 4.10 Work Related Injuries

Section 4.10.1 Worker's Compensation

If a regular employee is absent from work because of an injury which is compensable under the worker's compensation laws, or any other applicable law, the employee will continue to earn service credit until such credit is terminated by mutual agreement of the parties, or at such time as the compensation claim has been fully settled, whichever is earlier. Employee shall furnish Employer with a statement from a medical doctor certifying that the employee's absence was necessary for medical reasons and a statement certifying that the employee is able to return to work. When an employee is on worker's compensation, the employee shall continue to accrue annual leave.

Section 4.10.2 Payment in Addition to Worker's Compensation

The Employer will pay weekly to any employee disabled in Employer's employment a sum equal to the difference between the total amount of compensation to which the employee is entitled under the Alaska Workers' Compensation Act and/or under any other disability insurance program in which Employer may participate, and seventy-five percent (75%) of the total wages to which the employee would have been entitled, computed at the straight time rate for the employee's regularly scheduled hours of employment,

had the employee been on active employment; provided, all such payments in lieu of wages shall be limited to the period for which the employee is entitled to disability compensation, but not to exceed a total of twenty-six (26) weeks; and provided, further, Employer may require the employee to furnish satisfactory evidence of the sums received as disability compensation and medical evidence justifying the employee's continued receipt of such disability compensation.

Section 4.10.3 Pension Contributions on Worker's Compensation Pay

Pension contributions shall be made on a regular employee's behalf up to a maximum of forty (40) hours of compensation per week for each week the employee receives supplemental payments in addition to workers compensation pursuant to Section 4.10.2 with contributions capped at a maximum of twenty-six (26) weeks.

Section 4.11 Leave Without Pay

Section 4.11.1 Use

(a) Approved Leave Without Pay, (Incremental) - Employees may take leave without pay, the first 80 hours per calendar year of Approved Leave Without Pay (ALWOP), may be granted at the discretion of the Supervisor upon application and consistent with the provisions of Annual Leave in this Agreement. This leave may be taken even if the employee has an annual leave balance.

(b) Approved Leave Without Pay - Leave without pay, not to exceed sixty (60) days in any one (1) year, may be granted at the discretion of the Employer upon application but leave without pay will not be granted to any employee until the employee has used all accrued annual leave, except as otherwise provided in this Agreement. The employee will continue to earn service credit with the Employer during the time that the employee is on approved leave without pay status. This section will not apply to leave without pay for employees entering Union service, nor to leave without pay for medical reasons, which are covered elsewhere in this Agreement.

(c) To prevent abuse of leave without pay, whenever an employee who has exhausted all annual leave in the calendar year has used unapproved leave without pay for routine, incidental absences in excess of forty (40) cumulative hours in that year, the employee will be responsible for paying the pro rata share of monthly health care premiums paid by the Employer on any subsequent unapproved leave without pay in that calendar year. The employee's pro rata share will be paid by payroll deduction.

Section 4.11.2 Notification

If an employee seeks leave without pay under this section for a period of over five (5) working days, and requests the leave at least ten (10) working days in advance, the Employer shall give written approval or disapproval of the leave request within five (5) working days after the request is received. If the Employer turns down a request for leave without pay, the Employer will advise the employee whether, in the opinion of the Employer, the employee may take the leave at a later time.

Section 4.11.3 Holiday Pay Eligibility

An employee on leave without pay on the day before or after a holiday will not be eligible for holiday pay.

Section 4.12 Substance Abuse Treatment Opportunity

Employees suffering from alcoholism or drug abuse will receive the same consideration that is extended to employees having any other illness.

Section 4.13 Employee Responsibility – Treatment

It shall be the employee's duty to seek treatment for alcoholism or drug abuse. In no case shall job security or promotional opportunity be jeopardized by seeking treatment for such an ailment or condition. However, if two (2) alcohol or drug abuse related occurrences occur within a twelve (12) month consecutive period, a third occurrence may be just cause for termination. The employee is responsible for maintaining a satisfactory level of job performance. Failure to do so may result in appropriate corrective or disciplinary action as determined by Employer.

Intent Statement: The parties understand that the "safe harbor" created by the above section is designed to encourage employees to seek treatment for alcohol and substance abuse, and to protect them against discipline and job loss while they are in treatment if they should stumble once or twice. It is not intended to give employees who have not admitted they have a problem, or sought treatment, the right to abuse alcohol or other substances before they can be disciplined.

Section 4.14 Holidays

Except as otherwise provided in Section 4.14.2, Holidays (Telecommunications and Information Services Department Only), the days hereinafter listed will be recognized as paid holidays:

New Year's Day	(January 1)
Washington's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)
Employee's Birthday	

Section 4.14.1 Holiday Schedule

Eligible employees shall be paid holiday pay at their factored straight time rate of pay equal to their normally scheduled hours for that day. For example, if an eligible employee on a ten (10) or twelve (12) hour schedule does not work a holiday, that employee will be entitled to ten (10) or twelve (12) hours of holiday pay.

Scheduling of Employees Birthday: To be taken as eight (8) hours of annual leave in accordance with Section 4.2, Scheduling of Annual Leave. These hours will not be deducted from the employee's annual leave account.

The foregoing holidays will be observed on the dates mentioned above, unless other days for their observance are established by statutes or presidential or gubernatorial proclamation. In the event of a conflict between a federal law or federal proclamation and a state law or gubernatorial proclamation with respect to any such observance, the state law or gubernatorial proclamation will control.

If a recognized holiday falls on a Sunday, it will be observed on the Monday next following; if one of said holidays falls on a Saturday, it will be observed on the preceding Friday. If Christmas and New Year's falls on Saturday, they will be observed on Friday, and Christmas Eve and New Year's Eve will be observed on Thursday. If Christmas Eve and New Year's Eve fall on Sunday, they will be observed on the preceding Friday.

If a holiday falls on a rotating maintenance operator, boiler operator, or dispatcher's day off or for those employees working on a week on/week off shift at Beluga, the holiday will be observed on his next regular workday.

Section 4.14.2 Holidays (Telecommunications and Information Services Departments only)

The days listed below will be recognized as paid holidays for Information Services Department (formerly Data Processing Department) and Telecommunications Department (formerly Electronics) employees.

New Year's Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)
Two Floating Holidays*	
Employee's Birthday	

*If an employee desires to use one floating holiday to observe Martin Luther King Day, the Employer will allow the employee(s) to do so, provided that essential operations of the Information Services Department and Telecommunications can be maintained for that day. Martin Luther King Day shall be observed on the third Monday of January.

Except for consideration of Martin Luther King Day above, the floating holidays shall be observed on days mutually agreeable to the employee and Employer.

Employee's birthday shall be observed on a workday of the employee's choosing during the month in which the birthday occurs.

New-hire employees in the Information Services and Telecommunications Departments are not eligible for floating holidays until they have completed ninety (90) days of continuous service with the Employer. Temporary employees dispatched on a short call (14 calendar days or less) shall not be eligible for floating holidays or birthday holidays.

ARTICLE 5 HOURS OF WORK AND COMPENSATION

Section 5.1 Workday and Workweek

Section 5.1.1 General

The following shall apply to all bargaining unit employees covered by this Agreement who do not have specific workday and workweek schedules defined elsewhere in this Agreement.

The Employer may establish either a five (5) days per workweek / eight (8) hours per day (5-8's) schedule or a four (4) day per workweek / ten (10) hours per day (4-10's) schedule. An established schedule means a schedule that is effective for at least two (2) weeks. No employee will be required to lose any previously scheduled working hours in a two (2) week pay period by reason of a change in jobs or shifts, except in cases of personal convenience or preference as requested by the employee.

(a) Five (5) Day Per Workweek / Eight (8) Hours Per Day Schedule

The five – eight schedule shall be five (5) consecutive days Monday through Friday with an eight (8) hour regular workday beginning between the hours of 6:00 a.m. and 8:00 a.m. and ending between the hours of 3:00 p.m. and 5:00 p.m. with a one (1) hour unpaid meal period scheduled to start between 10:00 a.m. and 12:00 noon. The one (1) hour unpaid meal period may be changed to a one-half (½) hour unpaid meal period with agreement of both Employer and employee.

When a second or third shift is scheduled on the five days per workweek/eight hours per day schedule, the first shift shall be from 7:00 a.m. to 3:30 p.m., the second shift shall be from 3:00 p.m. to 11:30 p.m. and the third shift shall be from 11:00 p.m. to 7:30 a.m. with a one-half (½) hour unpaid meal period included approximately midway for each shift. No shift premium will be paid for the first shift; a ten percent (10%) shift premium will be paid for the second shift; a fifteen percent (15%) shift premium will be paid for the third shift.

(b) Four (4) Days Workweek/Ten (10) Hours Per Day Schedule

The four-tens (4–10's) per day schedule shall be four consecutive days Monday through Thursday or Tuesday through Friday beginning between the hours of 6:00 a.m. and 8:00 a.m. and ending between the hours of 5:00 p.m.

and 7:00 p.m. with a one (1) hour unpaid meal period schedule to start between 11:00 a.m. and 1:00 p.m. The one (1) hour unpaid meal period may be changed to a one-half (½) hour unpaid meal period with agreement of both Employer and employee.

When a second shift is scheduled on the ten (10) hours per day schedule, the second shift will begin between 2:00 p.m. and 5:00 p.m. and end between 12:30 a.m. and 3:30 a.m. with a one half-hour (1/2) unpaid meal period approximately midway through the shift. No shift premium will be paid for the first shift; a twelve and one-half percent (12.5%) shift premium will be paid for the second shift.

Section 5.1.2 Keep Whole

If an employee is caused to lose days off because of an involuntary shift change, the employee will be paid at the applicable overtime rate during the first rotation of the new shift, for all hours worked on what would have been the employee's scheduled days off on his previous shift.

This section may not be used by an employee for the purpose of claiming overtime pay for training, unless authorized by Employer in writing.

Section 5.1.3 Meals and Lodging

(a) **Meals When Working Straight Shift** For any workday set forth in this Agreement, employees working a straight shift without provision for a meal period will eat on Employer's time when work permits.

(1) **Employees Working at Beluga** – The Employer will provide employees with three daily meals.

(a) Day shift employees will have one-half hour paid time to eat lunch. Breakfast will be eaten on unpaid time before the start of the employee's shift. Dinner will be eaten on unpaid time after the end of the employee's shift, except on shift change days, day shift employees will be permitted to eat dinner during their shift.

(b) Night shift employees will be permitted to eat breakfast on paid time.

(c) Generally, meals will be served at the following times, subject to the times being altered as necessary to address business needs; no employee will suffer a loss of pay as a result of any change in meal times by the Employer.

Breakfast will be served from 6:30 a.m. to 7:00 a.m.

Lunch will be served from noon to 12:30 p.m.

Dinner will be served from 7:00 p.m. to 7:30 p.m.

(b) **Meals During Flight Delays** For employees whose meals are provided by the Employer during their work shift, such employees shall be reimbursed for reasonable expenses for meals when flights are delayed during travel to and from work locations.

(c) **Meals During Overtime Work**

(1) **Employees Working at Other Than Beluga** When an employee is required to work more than two (2) hours immediately following his regularly scheduled shift, or four (4) hours or more after a call-out, and every four (4) hours thereafter until relieved, the employee shall be furnished a meal by the Employer (not to exceed \$25.00 including gratuity) on the Employer's time at the straight time rate.

Eating shall be accomplished as quickly as reasonably possible not exceeding one (1) hour if returning to work after eating.

If the employee elects to eat after he had finished work, the Employer shall furnish the meal and one-half (1/2) hour straight time pay for the delayed break.

In lieu of being furnished a meal by the Employer, the employee may elect to be compensated one-half (1/2) hour at the double time rate plus thirteen dollars (\$13.00).

(2) **Employees Working At Beluga** The Employer shall maintain current practice at Beluga, including time to eat and Employer provided meals.

(d) **Employer Provided Room and Board** Where the Employer provides room and board, each employee will have his own room and will not be required to double up except in cases where someone may not be able to return to town and no other facilities are available.

Chugach may use Employer provided rooms as necessary to house other personnel while an employee is not at Beluga. The Employer will provide secure and heated storage space of adequate size for employees to store personal possessions when employees are not at Beluga when Chugach places another individual in the room. Employees will be given a reasonable amount of time during working hours to store and retrieve their possessions, not to exceed one hour, unless mutually agreed otherwise by the employee and Employer. The Employer will notify the employee at least three (3) days before the end of their shift that their room will be utilized for sharing unless unforeseen events preclude such notice. Only persons of the same gender will be required to share the same bathroom when adjoining rooms with a shared bathroom are simultaneously occupied.

Chugach contractors will be doubled up first in any available, unoccupied rooms. The Employer will then use the room of employees who have signed a volunteer list. If there are an insufficient number of volunteers, the Employer may use rooms occupied by employees who are Beluga residents. If additional rooms are still needed, rooms of bargaining unit employees who are not at work at Beluga will be utilized. Bargaining unit rooms will be used on a reverse seniority basis.

(e) **Allowance for Per Diem** (This provision does not apply when employees are staying in the Employer's facilities at Beluga.) When an employee is away from home, the employee shall have the option to receive one-hundred and fifty dollars (\$150) per diem in lieu of Employer furnished meals and lodging for all days which the employee may be required by Employer to remain away from home.

(f) **Moving Expenses** Employees who transfer to any location outside of Anchorage or from any location outside of Anchorage to Anchorage, or to or from other mutually agreed locations, will be reimbursed for all reasonable moving expenses, and in addition, a maximum of thirty (30) days lodging and meals while staying at a recognized motel or hotel.

(g) **Meals While on Temporary Assignment** An employee who is assigned on a temporary basis to the Beluga Power Plant, and who is required to return to Anchorage for emergency work prior to 11:30 a.m. will be reimbursed reasonable expenses for a meal.

Section 5.1.4 Employees Working Out of Classification

(a) **Compensation for Employees Working in Higher Classification**
An employee who is assigned to work in a higher classification will be paid the higher wage rate for hours actually worked.

(b) **Temporary Transfer to Lower Classification** No employee will suffer a reduction in pay by reason of the employee's temporary transfer to a job carrying a lower pay classification.

Section 5.1.5 Work Location

(a) **Base Assignment** Each employee will be assigned to a regular base assignment at one of the Employer's facilities on a continuous basis; however, employees may be transferred because of the result of a job bid or a reduction in force, or temporarily reassigned, all subject to the provisions of this Agreement.

(b) **Non-Base Assignment** When an employee is required to work away from home, the employee will be provided work or sent home at the employee's request. If the employee requests to be sent home, it shall be on the employee's own time and Employer shall not be responsible for lost time due to weather or conditions outside of the control of Employer.

(c) Temporary Assignments for Regular Employees

(1) Beluga regular employees assigned to work at other Chugach facilities will work their Beluga schedule if the assignment is less than one (1) week. For assignments of one (1) week or more, employees will work the schedule being worked at the plant they are temporarily assigned to. The schedule change will take place at the beginning of a payroll week. No loss of pay will result during this period.

Regular employees assigned temporarily to work at the Beluga Power Plant will work the schedule they regularly work if the assignment is

less than one (1) week. For assignments of one (1) week or more, employees will work the Beluga schedule being worked by personnel the reassigned employee will be working with. The schedule change will take place at the beginning of the payroll week. No loss of pay will result from this schedule change.

Temporary and probationary employees may be assigned to work any of the shifts defined in Article 5 of this Agreement. The shift schedule will be established prior to hire and may be changed by prior mutual agreement between the Union and Employer. Employees not working the seven-day schedule will be scheduled to work no less than eighty-four (84) hours in each two (2) week pay period.

Regular employees assigned to attend training classes outside of Beluga, which require four (4) or more days including travel, for attendance, will revert to an eight (8) hour per day schedule for the training and travel and period. The schedule change will take place at the beginning of a payroll workweek. Employees pay during such training periods will not be less than their normal pay for their regularly assigned work schedule.

(2) **Beluga Assignment** Employees not assigned to Beluga who are required by the Employer to work temporarily at the Beluga Power Plant will be provided transportation, meals and, if necessary, lodging. Such employees are not eligible for per diem or meal allowance. If the employee is unable to return to Anchorage due to inclement weather or mechanical problems affecting the plane, after the employee's assigned hours of work, the employee will be off shift in an unpaid status. The employee will return to paid status the following day at the beginning of the employee's regularly scheduled work day.

(3) **Long-term Bernice Lake Assignment** Employees working at Bernice Lake Power Plant, who are not regularly assigned to the Plant and who reside more than thirty miles from the Plant, who are on a long-term project (over one week), shall have the option to receive the price of a round-trip ticket, between Anchorage and Kenai, once a week, and make their own travel arrangements. If this option is selected, it will in no way interfere with established work hours. If Employer elects to charter aircraft, this option does not apply.

(d) **Remote Assignment** This provision does not apply to work at Beluga.

(1) A remote assignment is defined as an assignment of more than two (2) days in a work location that is not accessible by a road connected to the rail-belt Alaska Highway system. Except for the last day of the assignment, the employee shall be scheduled for a minimum of ten (10) hours per day until the job is completed; unless the employee is regularly scheduled to work a twelve-hour day, then the employee shall be scheduled for a minimum of twelve (12) hours per day. On the last day of the assignment, the workday will be at least the length of the employee's regularly scheduled workday.

(2) At the end of five (5) days, the employee shall normally have the option to return to home for two (2) unpaid days off; however if special requirements of the work would make a return trip home after five (5) days either disruptive or impractical under the circumstances, the Employer may extend such a work assignment up to seven (7) additional days. Under these special circumstances, the employee would be scheduled to work a minimum of six (6) days per week, and would have the option to return home for two (2) unpaid days off after twelve (12) days away from home.

(3) If the employee is unable to return back to Anchorage because of inclement weather or other causes beyond the Employer's control, the employee shall have the option to have unpaid time off equal to the number of regular days off the employee lost as a result of the delay. All transportation to and from the remote job shall be on the Employer's time and at the Employer's expense.

(4) The Employer will make every effort to provide as much advance notice of the anticipated length of the remote assignment whenever possible, and especially when the stay is likely to exceed five (5) days.

Section 5.1.6 Transportation

(a) **Employer Furnished Transportation** The Employer will furnish employee transportation as follows:

(1) **Cooper Lake Power Plant** Employer will furnish a vehicle at the Cooper Lake Power Plant suitable for employee transportation on a year-round basis between Quartz Creek Substation and the Power House at the Cooper Lake Plant.

(2) **Beluga Power Plant** Employer will schedule shifts and/or resupply air flights so as to permit one flight per week for those employees stationed at Beluga Power Plant to travel to Anchorage and return on their days off.

(b) **Air Transportation** Scheduled crew change flights between Anchorage and the Beluga Power Plant shall be via twin-engine aircraft or single engine turbine powered aircraft.

Employer-paid flights provided to an employee because of the employee's personal request may be via a "certificated air carrier" operating in compliance with federal regulations.

Employer agrees to provide personnel flights via a "certificated air carrier" operating in compliance with federal regulations. If a helicopter is utilized for flights over water, it shall be float-equipped.

Anchorage is the "designated point of origin" for Employer-provided flights. Employees who reside in Kenai may travel between Kenai and Beluga on a "certificated air carrier" and the Employer will pay the per seat cost for scheduled flights. If the Employer's need, weather, or mechanical problems requires an employee to land at a different airport from that which the employee left to report for work, the Employer shall either provide transportation to the regular airport or pay the employee's cost of transportation to such airport. Nothing in this section shall obligate the Employer to pay an employee beyond the end of his shift. The Employer is not obligated to pay overtime for delayed flights or the time it takes an employee to get to the airport from which the Employee left to report to work.

(c) **Transportation for Training in the Anchorage Area**

(1) If the employee is working at Beluga when the training occurs, then the employee shall have the option of traveling to and from training utilizing the employee's own vehicle or previously-authorized transportation provided by Employer.

(2) When the employee's residence is more than fifty (50) miles outside the Municipality of Anchorage, or at Beluga, Employer shall provide previously-authorized transportation, food, and at Employer's option, lodging, if it is not possible to return the employee home or to Beluga at the end of the training session work day.

(3) If an employee attends training of more than one day duration at Beluga during the employee's off-duty week, or where Beluga is not the employee's regular base assignment, the employee shall have the option of either staying overnight at Beluga, or commuting at the Employer's expense between Beluga and Anchorage. For this situation, air transportation provided to the employee may be via a "certificated air carrier" operating single-engine aircraft in compliance with state and federal regulations, if transportation on a crew-change flight is not available.

(d) **Insurance for Air travel** Employer will guarantee each employee that, in the event of the employee's death from injuries resulting from the employee's being required to travel by air at the direction of, or in the discharge of the employee's duties to, the Employer, the total sum of \$750,000.00 will be paid to the beneficiary, or beneficiaries, designated and named by the employee to receive such payment.

(e) **Delays for Weather or Other Circumstances**

If transportation to the work location has been delayed because of weather or other conditions, the employee is expected to remain available to the Employer in order to travel to the work location at the earliest opportunity. The employee will remain in paid status at the direction of the Employer, provided the employee has not been released from duty by the Employer.

Depending on unusual or extraordinary circumstances and with prior permission of the employee's supervisor, an employee may request to be released from duty. Upon approval of the supervisor, the employee may be released from duty, and may be allowed to take annual leave or leave without pay as appropriate for the remainder of that work day, and shall travel to the work location later, as approved by the Employer.

Section 5.1.7 Longevity

Those employees hired before December 6, 1985 will receive additional compensation, at the rate of one percent (1%) per year, not to exceed ten (10) years of continuous employment with the Employer to be computed as follows: on the first of the month following the completion of each continuous year of employment, the rate of compensation of the employee concerned will be increased by the employee's accumulated percentage (up to ten percent (10%)) of the employee's current base rate. Base rate equals wage rate plus longevity.

Any employee on the payroll as of December 6, 1985 will be entitled to longevity as set forth in this paragraph if re-employed as a regular employee within one (1) year of layoff, termination or reduction in force.

Employees hired after December 6, 1985, shall not receive longevity benefits.

Section 5.1.8 Pay Period and Payday

(a) **General** The Employer shall establish a payroll system providing for the payment on every other Wednesday (every two (2) weeks) of the compensation due an employee for the work performed prior to the Wednesday immediately preceding; provided, if a Wednesday payday falls on a day recognized as a paid holiday by the Employer, the Tuesday immediately preceding will be payday.

(b) **Electronic Technicians** The Employer shall establish a payroll system providing for the payment every Thursday for the one (1) week pay period ending Wednesday the previous week. If a Thursday payday falls on a day recognized as a paid holiday by Employer, the last workday preceding will be payday. Employees subject hereto will be paid on or before the completion of their scheduled workday.

(c) **Payday** An employee working as a dispatcher on the graveyard shift ending at 7:30 a.m. on the payday, or the night shift ending at 6:30 a.m. on the payday, will receive his compensation at or before the completion of his shift; all other employees subject hereto will be paid on or before the completion of their scheduled shift.

Section 5.1.9 Pay on Termination

When an employee is terminated for cause or to effect a reduction in force, the employee will be paid all wages to which the employee may be entitled, together with such other sums as may be due the employee pursuant to the terms of this Agreement, no later than the close of the same business day. If an employee terminates voluntarily, all earnings and other sums due the employee will be paid to the employee not later than close of business on the next business day following the employee's last workday; provided that checkout has been successfully completed. Employees shall be given a termination slip at the time of termination.

Section 5.1.10 Statutory Employee Benefits

Upon application of an employee or authorized representative of the Union, the Employer will furnish evidence that it has complied with all statutory requirements with respect to worker's compensation, unemployment compensation, old age and survivor's insurance and any other statutory benefits to which employees of the Employer are entitled.

Section 5.2 Compensation

Section 5.2.1 Regular

Except as otherwise specifically provided in this Agreement, compensation for the first eight (8) hours of work in any one workday and for the first forty (40) hours of regularly scheduled work in any one workweek will be at the regular rate of compensation for the job classification concerned.

Section 5.2.2 Overtime

(a) **General** Except as otherwise provided in this Agreement, all work performed in excess of eight (8) hours on any regularly scheduled workday will be compensated at double the straight time rate. All work performed on recognized paid holidays will be compensated at double the straight time rate. Whenever overtime is involved to cover a shift, employees of like classification will be given first opportunity to work such shift. Double the

straight time rate will be paid whenever less than twenty-four (24) hours notification is given to employees to change shifts.

(b) **Equitable Distribution of Overtime Work**

The opportunity for all overtime work will be distributed as equitably as it is practicable among the employees in the job classification in which such overtime work is performed. In determining what is practicable, the Employer retains the right to determine to whom overtime is assigned based upon:

- (1) The requirements of the particular tasks and the skills of the employees within the job classification;
- (2) The qualifications and representative job duties and job requirements contained in the job description; and
- (3) The base assignment of the employee.

A list of overtime hours shall be posted bi-weekly.

(c) **Scheduled Overtime Work**

The Employer may schedule overtime work, when required, with a minimum of three (3) days notice to the affected employee, in accordance with the following provisions:

- (1) The opportunity to work any overtime hours shall be offered to employees consistent with the provisions of Section 5.2.2(b), Equitable Distribution of Overtime Work. An employee may decline overtime work opportunities at this point.
- (2) If scheduled overtime work is not accepted, then the Employer may assign work; such assignment to be made in reverse seniority order from those employees eligible by classification to work the proposed “scheduled overtime work.”
- (3) If the employee suffers expenses as the result of cancellation of previously-arranged plans as a result of the Employer’s assignment, the Employer shall reimburse the employee for all costs associated with the cancellation; or at the Employer’s option, the scheduled overtime work may be assigned to the next least-senior employee.

(4) The provisions in Section 5.2.2(f), Call-Out Pay, and Section 5.1.3(c), Meals during Overtime Work, shall not apply to scheduled overtime work. Employee meals will be taken in the same manner as a normal work period.

(5) If proper notice of at least three (3) days is not provided to affected employees, the scheduled overtime work will be worked in the same manner as a call-out and will be compensated at the applicable overtime rate.

(6) The minimum time for scheduled overtime work will be one (1) hour.

(7) Other provisions of this Agreement not specifically referenced in this Section shall continue to apply to scheduled overtime work.

(d) **Cancellation of Scheduled Overtime** If the cancellation of work that was previously scheduled in accordance with Section 5.2.2(c), Scheduled Overtime Work, is necessary, the Employer agrees to give as much notice to employees as is possible under the circumstances involved. If the affected employee (or employees) is provided less than two (2) days notice of such cancellation, the employee shall be paid two (2) hours of overtime at the applicable overtime rate.

(e) **Pyramiding of Overtime** No employee shall receive more than one (1) overtime rate for the hours worked and if more than one (1) overtime rate is applicable to the same hours worked, the higher rate only shall be paid.

(f) **Call-Out Pay** An employee who is required to return to work without at least three (3) days prior notice outside the employee's regular days or regular hours of duty, will be paid a minimum of two (2) hours at the applicable overtime rate, or the applicable holiday rate, whichever is appropriate. Except for employees who are at Beluga when a call-out is accepted up to a maximum of one (1) hour before the employee is required to report to the designated call-out site. For employees who are at Beluga when a call-out is for work at Beluga, call-out pay starts when the call-out is accepted by the employee, up to a maximum of thirty (30) minutes prior to the time required to report for work.

For employees who must travel by air to another location or to a remote site for work, the “designated call-out site” will be the office of the air carrier designated by the Employer for the transport of the employee to the work location, and an employee is considered on duty from the time the employee is scheduled to fly to the call-out location.

Call-out pay ends when the specific job is completed and the employee returns to the point of origin. “Point of origin” is defined as the location where the employee normally reports to work. If an employee cannot return to the designated point of origin because of weather or other circumstances beyond the Employer’s control, the employee will be assigned work at that location in accordance with the normal schedule worked by his classification at the work location, and in accordance with the provisions of this Agreement.

(g) **Holdover Pay** A minimum of three-tenths (3/10) of an hour at the applicable overtime rate will be paid for holdover time. When the specific job is completed, holdover is completed.

Employees held over beyond normal scheduled departure date because of inability to travel will be assigned work in accordance with the shift normally scheduled at that location at the applicable overtime rate.

(h) **Relief Time** Relief time, except as defined in Section 5.2.5, Relief, occurring during call-out and holdover is not paid time.

Section 5.2.3 **Holiday Compensation and Scheduling**

(a) Employees not scheduled to work who are called by the Employer to work on a paid holiday will be paid the straight time rate for such holiday and, in addition, will be compensated at double such straight time rate for the hours worked. Likewise, employees scheduled to work on a paid holiday will be paid for all hours worked, in addition to the straight time rate for the holiday, double the straight time rate. If an employee works outside normal shift hours on a holiday, the employee will be paid double time for such hours plus the holiday rate for the same number of hours.

(b) The Employer may schedule holiday work for a position requiring work because of the need for continuous, around the clock operation at any of the Employer's facilities; and employees who work in such positions may be scheduled to work on holidays in accordance with their normal schedule.

Scheduled holiday work will be distributed as equitably as is possible among those employees who work in the affected classifications. Employees who are scheduled by the Employer to work on a holiday will be paid at the double-time rate in addition to straight-time holiday pay for the total of all hours worked on the holiday.

Section 5.2.4 Compensation During or in Lieu of Annual Leave

An employee who is eligible to receive annual leave under the terms of this Agreement and who is on annual leave will be paid at the employee's straight time rate in effect when such leave is taken and on the day the employee would be paid were the employee on duty in the employee's regular job. An employee who is eligible to receive annual leave under the terms of this Agreement and who is temporarily working in a higher classification will be paid for annual leave taken at the higher wage rate after the employee has served in the higher classification for more than thirty (30) calendar days.

Upon termination, an employee who is eligible to receive annual leave under the terms of this Agreement will receive a lump sum payment in lieu of accrued annual leave, which payment will be computed at the employee's straight time rate. No employee shall be required to take cash payments in lieu of annual leave except when an employee resigns, is laid off, or is terminated.

An employee who is eligible to receive annual leave under the terms of this Agreement may receive payment in lieu of annual leave on a quarterly basis. In an emergency, payment without regard to the quarterly limitation may be authorized consistent with Chugach's established policy. All cashing of leave shall be at the employee's regular hourly straight time rate of pay. An employee who is eligible to receive annual leave under the terms of this Agreement may cash in accrued leave at a higher wage rate when the employee is temporarily working in a higher classification only after the employee has served in the higher classification for more than thirty (30) calendar days.

Section 5.2.5 Relief

Employer retains the right to direct an employee not to work when, in the opinion of Employer, it is unsafe for the employee to do so. An employee may decline overtime work or work within the relief period when the employee, in good faith, feels so fatigued that the employee does not believe that the employee can perform the employee's duties safely.

(a) **Electronic Technicians And Maintenance Personnel** Electronic technicians and maintenance personnel not assigned to Beluga who have been on duty for four (4) or more hours ending after 10:00 p.m. shall not report for work the following scheduled workday until they have had a minimum of ten (10) hours of relief. The employee shall be paid at his applicable rate for those scheduled work hours included in his ten (10) hours of relief. If the Employer requests the employee to come back to work without the minimum of ten (10) hours of relief, the employee shall be compensated at double the straight time rate until he is relieved.

(b) **Operators** An operator not assigned to Beluga who has been on duty four (4) or more hours between shifts shall not report for his following scheduled work shift until he has had a minimum of ten (10) hours of relief. The employee shall be paid at his applicable rate for the scheduled work hours included in his ten (10) hours of relief. If the Employer requests the employee to come back to work without the minimum of ten (10) hours of relief, the employee shall be compensated at double the straight time rate until he is relieved.

Section 5.2.6 Compensation for Training

As used in this section, Training means schooling, seminars, conferences or evaluation visits for the purpose of evaluating tools, equipment, procedures, hardware or software requiring an overnight stay away from the employee's residence or base assignment. Attendance by a member of the bargaining unit to attend Training which requires travel more than fifty (50) miles outside the Municipality of Anchorage and an overnight stay shall be voluntary. Employer agrees to provide as much notice as possible relative to scheduling of Training. An employee will be paid based on the employee's hourly daytime wage rate for time spent in Training sessions; however, an employee shall not lose regularly scheduled pay during any pay period as a result of attending Training. Regardless of the employee's previously assigned shift or work day or week schedule, an employee's normal schedule when assigned to Training shall be an eight (8) hour work day and a Monday through Friday work week. Employer shall not incur overtime or pay employee any premium arising from a change in shift schedule due to attendance at Training. Unless authorized by Employer, the employee shall not work more than eight (8) hours per day and shall not be paid overtime for attendance at such activities. Employer agrees to schedule travel so that employees will have adequate rest before the Training is scheduled to begin; for purposes of this provision "adequate rest" means scheduling travel so that the employee is scheduled to arrive at the employee's designated lodging

for the Training at least ten (10) hours before Training is to commence. If an employee is stranded anywhere as the result of Training, Employer will pay any additional food and lodging expenses. If Employer schedules Training which conflicts with an employee's previously approved leave, employee desires to attend the Training and Employer wants employee to attend the Training, then Employer shall reimburse the employee for all costs associated with the cancellation of leave.

Employees will be paid for travel consistent with the applicable regulations adopted by the Alaska Department of Labor, Wage and Hour Division to attend Training sessions.

Employer will arrange and pay for all lodging and air and ground transportation to and from Training. Employer will pay for the reasonable costs of ground transportation at the Training location utilizing limousine or taxi service, whichever may be more economical. Rental cars must be pre-authorized by the appropriate Department Manager or designee. Movies, telephone charges that are not related to the Employer's business, liquor or other personal or entertainment expenses will not be paid by the Employer, except that for each day away from home, employee may make one personal telephone call (by credit card or using a telephone card provided by Employer) of up to fifteen (15) minutes to his residence. Employer may, upon request, provide an advance to cover reasonable expenses. Employees will submit all receipts and report expenses on a form provided by Employer.

Section 5.2.7 **Shift Differential for Standard Shift**

Except for other provisions in the Agreement stating otherwise, the following shall apply:

Standard Twelve-Hour Shift Any employee working between 7:00 p.m. and 7:00 a.m. shall receive a five percent (5%) shift differential, to be effective at date of ratification. Effective October 30, 2020 this differential shall increase to thirteen and one third percent (13.33%).

Section 5.2.8 **Change in Law - 12 Hour Schedule**

The Employer and the Union share a mutual desire to maintain the established seven day schedule for all employees working this schedule at the Beluga Power Plant and for the established twelve hour dispatcher schedule. If legislation should be enacted which prohibits employees from working in excess of eight (8) hours per day or forty (40) hours per week without being

compensated at the overtime rate, the Savings Clause of this Agreement will apply and the Agreement will be reopened for the purpose of negotiating a mutually acceptable way of maintaining the Beluga and dispatcher schedules. If negotiations do not produce an agreeable solution before the effective date of the previously described legislation, the Employer may return affected personnel to a schedule with eight (8) hour shifts until such time as a mutually acceptable solution can be reached.

Section 5.3 Beluga Provisions

Section 5.3.1 Workday and Workweek - Seven Day Schedule

All regular Beluga maintenance and operations employees assigned to work the seven (7) days on, seven (7) days off / twelve hours per workday (7–12's) schedule ("seven-day schedule") as of the effective date of this Agreement will continue to work this schedule. Work hours during the shifts shall be from 7:00 a.m. to 7:00 p.m. (day shift) and 7:00 p.m. to 7:00 a.m. (night shift).

After the effective date of this Agreement, regular employees who fill maintenance positions existing as of the effective date of this Agreement will be assigned to the seven day schedule no later than the end of their probationary period. Newly hired employees will normally be assigned to work the seven day schedule at the end of their probationary period, but with prior mutual agreement between the Union and Employer, and when necessary for purposes of familiarization with Power Plant operations or maintenance duties, assignment to the seven day schedule may be delayed up to six (6) months from their date of hire. The intent of this paragraph as it refers to new hire and probationary regular employees is to ensure that employees are adequately trained and are given enough time to learn their jobs so that they may be fairly and objectively evaluated prior to the end of their probationary period. All such employees will be scheduled to work no less than eighty-four (84) hours in each two week pay period, inclusive of leave, holiday pay, leave without pay or other unpaid absence. No employee will be required to lose working time by reason of a change in jobs or shifts, except in cases of employee's personal convenience or preference.

(a) **Operating Personnel Shifts** Operating personnel (such as boiler operators and maintenance operators) are those necessary for round the clock plant operation; they shall work a rotating day/night shift. On return to their seven day workweek, the boiler operators and maintenance operators will work the opposite day/night shift from their last day/night shift. Relief maintenance

operators will work either the day or night shift as operation or maintenance needs require.

(b) **Maintenance Personnel Shifts** Maintenance personnel shall normally work a 7:00 a.m. to 7:00 p.m. (day shift) during the scheduled workweek. However, employer may schedule maintenance personnel to work a 7:00 p.m. to 7:00 a.m. (night shift) when necessary to meet workload demands. Assignment to the night shift shall be determined in the following manner: among those who volunteer, the employee qualified to do the work who has the greatest bargaining unit seniority shall be assigned; if there are no qualified volunteers, assignment shall be made based upon reverse bargaining unit seniority from those employees qualified to do the work.

(c) **Maintenance Personnel Special Shift** Employer may assign employees working the seven-day schedule to a five (5) day per week, ten (10) hours per day (5-10's) work schedule for maintenance projects. The procedure for such assignment shall be consistent with the provisions above for night-shift maintenance work. Such assignments shall be effective for a minimum of at least two weeks, except for temporary employees hired for a short call. The normal scheduled work days for such a shift will be five (5) consecutive days, Monday through Friday. If a second shift is needed, it shall be manned and scheduled according to the provisions above concerning night shift maintenance work.

The Employer may establish overlapping shifts during major projects and overhauls that require employees to report to work up to three days before the start of their regular shift and remain at work for up to three days beyond the end of their regular shift.

(d) **Beluga Clerk Schedule** Commencing one month after this Agreement takes effect, the regular Beluga clerks will be given a three (3) month trial period on a week-on, week-off seven day shift, provided they mutually agree to make that change. For the week-on, week-off schedule, Employer shall determine the day of the week on which the clerks will change out. Subsequent extensions of the trial period at three (3) month increments will be subject to the sole discretion of the Employer up to a total period of eighteen (18) months. If the Employer deems the week-on, week-off schedule to be successful at the end of the eighteen month period, it shall be incorporated into the Generation Agreement by a letter of understanding.

Temporary Beluga clerks shall work either a week-on, week-off schedule or the five (5) day workweek and four (4) day workweek schedules (as defined below) as determined by Employer

When working the week-on, week-off schedule, Employer shall have the option of scheduling Beluga clerks to be off duty on scheduled holidays. Notwithstanding the language of Section 4.14.1 of this Agreement, the scheduled holiday for Beluga clerks shall not be observed on the Beluga Clerk's next regular workday when working the week-on, week-off schedule.

If the trial schedule does not work out to the Beluga Superintendent's satisfaction, and the Employer elects to end the trial, the Beluga Clerks will be scheduled to work a five (5) day workweek and a four (4) day workweek on an opposing rotation. When working the five (5) day workweek, the employee will work nine (9) hours Monday through Thursday and eight (8) hours on Friday; on this schedule, the first eight hours of each scheduled workday is at straight time and the ninth hour is at the applicable overtime rate. When working the four (1) day workweek, the employee shall work ten (10) hours at the straight time rate for each day, Monday through Thursday. When working the four (4) day workweek the employee will use the scheduled Thursday night crew flight to travel to Anchorage. Employees will not be paid for any time between the end of their workday and the departure of the Thursday crew flight except for hours worked at the direction of the employer. The Employer shall schedule the workday between the hours of 7:00 a.m. and 6:00 p.m.

Section 5.3.2 Crew Assignment

Each Beluga employee working the seven-day schedule will be assigned either to the Red Crew or the Blue Crew. An employee cannot bid for a position on a different crew within the employee's classification; however, an employee may request a transfer and such request will be fairly considered by the Employer in consideration of its operational or maintenance needs. The employee may be allowed to transfer if the Employer determines that such a transfer is proper and appropriate.

Section 5.3.3 Beluga Compensation

(a) **Operating Personnel** Effective October 30, 2020 the following differentials will increase to 13.33%, 18.33%, 23.33%, and 33.33% respectively. For operating personnel, a night shift differential of five percent

(5%) shall be paid for the first night shift workweek worked; a ten percent (10%) shift differential shall be paid for the second consecutive night shift workweek worked; a fifteen percent (15%) shift differential shall be paid for the third consecutive night shift workweek worked; and a twenty percent (20%) shift differential shall be paid for the fourth consecutive night shift workweek and each consecutive night shift workweek worked thereafter. These shift differentials shall apply to operations personnel who work a night shift. Shift differentials do not apply to call outs, holdovers or other work performed by personnel assigned to work the day shift.

(b) **Maintenance Personnel** Effective October 30, 2020 the following differentials will increase to 13.33%, 18.33%, 23.33%, and 33.33% respectively. For all personnel who are assigned and scheduled for night-shift maintenance work, a night shift pay differential of five percent (5%) shall be paid for the first night shift workweek worked; a ten percent (10%) shift differential shall be paid for the second consecutive night shift workweek worked; a fifteen percent (15%) shift differential shall be paid for the third consecutive night shift workweek worked; and a twenty percent (20%) shift differential shall be paid for the fourth consecutive night shift workweek and each consecutive night shift workweek worked thereafter. Night shift pay differentials do not apply to call outs, holdovers or other work performed by maintenance personnel who are assigned to work the day shift.

(c) **Maintenance Personnel Special Shift** The first eight hours shall be paid at the straight time rate and any time worked after eight (8) hours shall be paid at the applicable overtime rate. Any work on Saturday and Sunday shall be paid at the applicable overtime rate.

During such projects, an employee will be designated as Foreman and will be paid at the Foreman rate of pay. All affected regular and probationary employees will receive a seven percent (7%) premium over their regular rates of pay for time worked on the five (5) day per week schedule; all employees will receive a twelve and one-half percent (12.5%) premium over their regular rates of pay for night shift or second shift. Effective October 30, 2020 the 12.5% differentials will increase to 13.33%.

Section 5.3.4 Beluga Relief Time

An employee working the seven (7) day on, seven (7) day off twelve hour workday schedule at Beluga, and who has been on duty for more than two hours between 11:00 p.m. and 7:00 a.m. if assigned to the day shift, or between

11:00 a.m. and 7:00 p.m. if assigned to the night shift, shall not report for his following scheduled work shift until the employee has had a minimum of eight (8) hours of continuous relief. The employee shall be paid at the applicable rate for scheduled work hours included in his eight (8) hours of relief. If Employer directs the employee to come back to work without the required relief and the employee actually reports to work, the employee shall be compensated at the double time rate for any portion of such required relief period that extends into his regularly scheduled shift and until such time as the employee is relieved and is able to take a minimum of eight (8) hours of relief. Employer retains the right to direct an employee not to work when, in the opinion of Employer, it is unsafe for the employee to do so. An employee may decline overtime work or work within the eight (8) hours of continuous relief when the employee, in good faith, feels so fatigued that the employee does not believe that the employee can perform the employee's duties safely.

Section 5.4 Workday and Workweek - Cooper Lake

Employees regularly assigned to Cooper Lake shall normally work a straight eight (8) hour day without provision for a meal period. The workday shall begin at 7:00 a.m. and end at 3:00 p.m. The workweek shall be designed to provide for seven day a week coverage and shall rotate as follows: one schedule shall be worked on Monday through Wednesday and Saturday and Sunday with days off Thursday and Friday followed by a workweek of Monday through Friday with days off of Saturday and Sunday. With at least two (2) weeks advance notice, Employer may schedule employees to either the five (5) days per workweek / eight (8) hours per day schedule or the four (4) days per workweek / ten (10) hours per day schedule provided above when operational or maintenance needs require.

Section 5.5 Workday and Workweek - Dispatch

The following provisions shall define the twelve (12) hour shift schedule for the classifications (as defined in Section 7.1, Job Classifications and Job Duties) of Power Dispatcher, Relief Power Dispatcher, Senior Power Dispatcher, and Power Dispatcher Trainee:

Section 5.5.1

Covered employees shall work a twelve (12) hour shift; the Day Shift shall be from 0600 hours to 1800 hours; the Night Shift shall be from 1800 hours to 0600 hours. The workweek is defined as Saturday 1801 hours to the following Saturday at 1800 hours. Shift schedules shall be determined by Employer consistent with procedures established in the Generation Plant Personnel Agreement. This shift cycle shall be based on a published schedule. On the

published schedule, the Night Shift will begin at 1800 hours the night before the listed "N".

Section 5.5.2

A shift Differential Premium of two and one-half percent (2 ½%) over the base Day Shift hourly rate will be paid for all hours worked on the Night Shift (between 1800 and 0600). Effective October 30, 2020 this differential shall increase to thirteen and one third percent (13.33%).

Section 5.5.3

Employer shall pay employees overtime based on the Night Shift Differential Base Premium rate for all scheduled hours worked in the workweek over forty (40). Overtime pay will be calculated on a separate line on the time sheet so that it is not confused with any other compensation that may be earned during the same workweek. Overtime pay shall be at the overtime rate for the shift worked.

Section 5.5.4

A scheduled "Relief Schedule" shall be three consecutive "like" twelve (12) hour shifts. The Employer may reschedule the Relief Schedule (designated as "RRR") to any days in the workweek and/or any shift within the workweek without increasing overtime rates so long as the Relief Schedule is changed prior to five (5) days of its scheduled time and the schedule remains consecutive.

Section 5.5.5

Employer changes in the Relief Schedule made within five (5) days of the scheduled Relief Schedule shall be compensated as follows: the affected employee will be paid overtime based on the base rate for the shift worked for the first twelve (12) hour shift worked; the next two shifts will be paid at the regular base rate for the shift worked.

Section 5.5.6

Employees working with no designated mealtime will eat at their workstation on company time when work permits.

Section 5.5.7 10 Hour Relief Period for Dispatchers

A dispatcher working shifts provided in Section 5.5.1 who is called on duty for more than two (2) hours and within ten (10) hours of the start of the employee's next scheduled workday shall be paid at the double time rate for such hours worked and shall be paid the double time rate for working the employee's immediately subsequent workday.

Section 5.6 Workday and Workweek - Electronics Technicians

The Manager of the Telecommunications Department will approve all work schedules for Electronics Technicians' normal work and stand-by duty under the following provisions:

Section 5.6.1

The electronics technicians working the four (4) ten (10) hour shifts will be scheduled for stand-by. The normal workday schedule for the electronic technicians assigned stand-by will be ten (10) hours in length, four (4) days a week. At least two (2) stand-by technicians will start their four (4) day schedule on Mondays, while at least two (2) other stand-by technicians will start their four (4) day schedule on Tuesdays of each week. If more than four (4) qualified electronic technicians are available, and the manager determines that additional technicians should be assigned to the stand-by shift, such assignments shall be made according to the seniority of the technicians. Technicians not performing a stand-by shift will be assigned to a floater shift. Technicians working as floaters will work a standard eight (8) hour day, five (5) days per week shift. Technicians working as floaters will be used to perform stand-by when normal stand-by technicians are absent for schools and leaves. When filling in for a stand-by technician, a floater will work the four (4) ten (10) hour shift of the person being replaced for leave or training. All hours worked during the normally scheduled shifts will be compensated at the standard straight-time pay.

Stand-by hours will be from 6:00 p.m. to 6:00 a.m., Monday through Friday, and 6:00 a.m. to 6:00 a.m., Saturdays, Sundays and holidays. Technicians on stand-by will carry company provided pagers and stay within range of the paging device so that they can call Dispatch within fifteen (15) minutes of being paged and arrive at Dispatch within sixty (60) minutes of being paged.

As determined by the Manager, the technicians must be capable of repairing the communications systems essential to the continued operation of Dispatch in order to be assigned stand-by duty. Stand-by duty will be awarded on a seniority basis.

The Manager of Telecommunications will post a schedule of shifts for the coming year the first two (2) weeks of January. Technicians will specify in writing their shift preference based on seniority under this Agreement. Any schedule changes will be posted at least five (5) working days prior to the beginning of the affected period. A copy of the schedule will also be provided to each technician and Dispatch.

Section 5.6.2 Telecommunications Department High Work Pay

All telecommunications employees working seventy (70) feet above the ground, or higher, shall be paid at the applicable rate for high work for all of the time they are above seventy (70) feet. High time pay is defined as one (1) hour straight time above the applicable hourly rate of pay. A minimum of two (2) hours high time shall be paid to any employee who qualifies for such consideration. No high time shall be paid for any work which is performed less than seventy (70) feet above the ground.

Section 5.6.3 Telecommunications Department Stand-by Pay

Compensation for stand-by hours will be two (2) hours of straight time pay for every twelve hours of stand-by. Any call resulting in a technician leaving his residence will result in the technician being compensated at the applicable overtime rate.

Section 5.7 Workday and Workweek - Information Services

The Manager of Information Services will schedule Information Services personnel for work under the following provisions:

Section 5.7.1 Workday-Workweek

The normal workday and workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, and will begin and end at the office building of the Employer or at any other point mutually acceptable to the Employer and the Union. The regular workday will be scheduled between the hours of 8:00 a.m. and 5:00 p.m. with a one (1) hour unpaid lunch. The lunch period will be scheduled to begin between the hours of 11:00 a.m. and 1:00 p.m.

Section 5.7.2 Optional Workday-Workweek Eight (8) Hour Day

The Employer may establish an optional work schedule for the Information Services Department whereby the eight (8) hour workday will be scheduled on an individual basis, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, inclusive. Work performed during the workday will be at the straight time rate for the first eight (8) hours worked. A one (1) hour unpaid lunch period will be scheduled to begin between the hours of 11:00 a.m. and 1:00 p.m.

Section 5.7.3 Optional Workday-Workweek Ten (10) Hour Day

The Employer may establish an optional four (4) day workweek schedule for the Information Services Department whereby a ten (10) hour workday will be scheduled on an individual basis, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, inclusive. The workweek for this schedule will begin either on Monday or Tuesday and be four (4) consecutive days in length. Work performed during the workday will be at the straight time rate for the first ten (10) hours worked. A one (1) hour unpaid lunch period will be scheduled to begin between the hours of 11:00 a.m. and 1:00 p.m.

Section 5.7.5 Schedule Change

The Employer will provide at least three (3) days notice of any workday or workweek schedule changes. The employee has the option of accepting a schedule change with less than three (3) days notice. No employee will be required to lose any straight time hours by reason of a change in workday or workweek schedule, except in case of personal convenience or preference.

Section 5.7.6 Working from Home

(a) **Trouble Calls Addressed from Employee's Home** For bargaining unit employees within the Information Services Department who are provided by the Employer with a computer, modem, and any other necessary equipment, if in the judgment of the employee called regarding a work-related problem outside of the employee's normal work hours, the employee is able to respond from the employee's home, the employee shall be compensated as follows:

- (1) If between 10 p.m. and 5:30 a.m. and the call and response totals twelve (12) minutes, or two-tenths (2/10) of an hour or less, the employee shall be paid at the double-time rate.

- (2) If the call and response totals more than twelve (12) minutes or two-tenths (2/10) of an hour, up to thirty (30) minutes, the employee shall be paid one-half hour at the employee's double-time rate.
- (3) If the call and response is longer than thirty (30) minutes, then the employee shall be paid at the employee's double-time rate for time spent in one-tenth (1/10) hour increments.

(b) **Employer Agrees to Provide Equipment** If the Employer expects an employee to work from home, then the Employer will provide a computer, modem, software, and other items the Employer may deem necessary for such work. Maintenance and repairs of such equipment will be the Employer's expense. The employee will exercise reasonable care and judgment in the use of such equipment supplied by the Employer.

(c) **Relief Time for Work from Home Outside of Normal Workday**
For work within the time period beginning eight hours before the employee's next scheduled start time, and ending two hours before the employee's next scheduled start time:

- (1) If an employee has been on duty more than two hours in the period defined above, or
- (2) If the employee has been called at home three or more times within a four hour period contained in the period defined above,

Then, the employee shall not report for the following scheduled work shift until the employee has had a minimum of eight (8) hours of continuous uninterrupted time for rest. The employee shall be paid at the applicable rate for scheduled work hours included in the employee's eight (8) hours of relief. If the Employer directs the employee to come back to work without relief and the employee actually reports to work, the employee shall be compensated at the double-time rate for any portion of such required relief period that extends into the employee's regularly scheduled shift and until such time as the employee is relieved and is able to take a minimum of eight (8) hours of continuous and uninterrupted time for relief. Employer retains the right to direct an employee not to work when, in the opinion of the Employer, it is unsafe for the employee to do so. An employee may decline overtime work or work within the eight (8) hours of continuous relief when the employee, in good faith, feels

so fatigued that the employee does not believe that the employee can perform safely.

(d) **Off-Hours Support Dispatcher**

Information Services maintains a weekly schedule of volunteers to act as the off-hours support dispatcher. The rotation begins at the close of business Monday. If Monday is a holiday, the current dispatcher will continue to carry the phone until the next work day.

The dispatcher will carry the Help Desk cell phone from 6:00 p.m. to 7:30 a.m. each work day. On non-work days (Saturday-Sunday, Holidays), the dispatcher will carry the cell phone from 7:30 a.m. to 7:30 a.m. the next day. The dispatcher will be paid 2 hours of straight time for every 12 hours of coverage. The dispatcher will make every effort to respond to the help desk calls as soon as possible.

The Employer may discontinue use of a volunteer off-hours support dispatcher at any time.

Section 5.7.7 Relief After Reporting for Duty at Employer's Premises

An employee who has been on duty for four (4) or more consecutive hours outside of the employee's normal shift shall not be required to report for work the following scheduled workday until the employee has had a minimum of ten (10) continuous and uninterrupted hours of relief. The employee shall be paid at the employee's applicable rate for those scheduled hours included in the employee's ten (10) hours of relief. If the Employer requests the employee to come back to work without the minimum of ten (10) hours of relief, the employee shall be compensated at the applicable rate until the employee is relieved. Employer retains the right to determine the actual number of hours an employee may work, consistent with the terms of this Agreement.

ARTICLE 6 APPRENTICES

Section 6.1 Apprentices

An apprentice is an employee who is being trained to qualify as a journeyman in one of the electrical workers trades covered by this Agreement and who has been properly indentured by the Alaska Joint Apprenticeship Training Committee.

All apprenticeship training will conform to the Alaska Electrical Industry Apprenticeship Standards, as formulated by the Anchorage Electrical Joint Apprenticeship Committee in cooperation with the Bureau of Apprenticeship and Training, United States Department of Labor. In recognition of the nature of such apprenticeship employment, the Employer agrees that:

- (a) Duties and ratio of apprentices to journeyman will be those outlined in a Memorandum of Understanding to be entered into between the Employer and the Union, subject to the approval of the Anchorage Joint Apprenticeship Committee, which said memorandum will be posted on the appropriate bulletin board as contemplated herein.

Section 6.2 Alaska Electrical Apprenticeship and Training Fund

The Employer shall contribute ten cents (\$0.10) per compensable hour for each employee, but not to exceed forty (40) compensable hours per week per employee, to a jointly administered apprenticeship program.

ARTICLE 7 ORGANIZATION OF THE EMPLOYER

Section 7.1 Job Classifications and Job Duties

The Employer will initiate job classifications and job duties. Such job duties will be developed pursuant to Section 3.4.6, Classification Committee.

Section 7.2 Delegation of Authority

The delegation of authority to personnel will be as set forth in the organizational chart of Employer. Employer's organizational chart will be kept current with all classifications included and will be posted on the appropriate bulletin boards in accordance with Section 2.9, Union Bulletin Boards.

ARTICLE 8 SAFETY

Section 8.1 State Safety Code

The applicable electrical safety codes which have been adopted by the State of Alaska and any duly adopted amendments thereto or substitutions therefore, are hereby adopted by the parties as the minimum standards of safety to be met in the implementation of this Agreement and the assignment to and discharge of work by employees covered herein.

Section 8.1.1 Dangerous or Hazardous Work

The Employer, Union and employees have a shared interest in ensuring work is performed in a safe manner. Employees will not be required to work under unsafe conditions. Employees will assess the potential of risks and communicate with their supervisors to ensure all activities are safely completed.

Section 8.2 Safety and Industrial Training

Except for employees assigned to the Information Services Department, Employer will schedule, and the employees concerned will participate in, no less than twenty-four (24) hours per year of safety and industrial training which will be during regular hours of work and of which at least twelve (12) hours shall be held during safety meetings.

Section 8.2.1

Employer agrees to continue the current practice for safety meetings as currently established at the Employer's facilities, and the time scheduled as required. Safety meetings will be scheduled once per shift for employees at Beluga. Safety meetings for Dispatchers, Bernice Lake Power Plant, Cooper Lake Power Plant, and the Telecommunications Section will be scheduled once per month.

Section 8.2.2 For Information Services Only

The personnel of Information Services will have a safety meeting scheduled once every two months, if necessary safety issues for discussion are listed on a written agenda; such agenda to be circulated among the employees at least one week in advance of the scheduled meeting date. If there are no issues listed, the meeting may not be held.

Section 8.3 First-Aid and CPR Certification and Training

The Employer agrees to continue the current practice and Employer policy as related to First Aid and CPR certification and training for the term of the current Agreement. If an employee bids and is awarded a job where a First Aid or CPR certificate is required, the employee shall have ninety (90) days to obtain such certification.

Section 8.4 Pre-employment Physical Examination

All applicants for employment must have a medical examination prior to starting work in a classification covered hereunder. Employer may require a complete pre-employment medical examination of an employee be made by a properly licensed medical doctor, to be chosen by the Employer, and such examinations will be at the Employer's expense. Pre-employment physicals will be scheduled by the Employer as soon as possible following notice of hire.

Section 8.5 Emergency and First Aid Equipment

Employer will furnish such safety devices and equipment as may be reasonably necessary to the safety of employees hereunder, and such first aid equipment and supplies as may be reasonably necessary for proper emergency treatment of such employees. All reasonably necessary protective equipment for employees working on energized facilities will be furnished and properly maintained by Employer. Employees hereunder will use safety equipment on all appropriate occasions. Employer agrees to update all safety equipment on a scheduled basis.

Section 8.6 Operational Safety

In the interest of safety at its several generation stations, Employer agrees to make the following assignments or install the following equipment:

- (a) When it is necessary to replace brushes at all Chugach power plants while the generation equipment is operating, no employee will be required to do so while alone on the premises.

- (b) Rubber mats will be installed at all places within power stations where reasonably necessary to safety, which will include in front of all generator panels.

(c) Buzzer-type alarm systems will be installed in those power stations where the Employer finds their installation reasonably necessary to safety. If one-man shifts are utilized at Chugach generating facilities, an alarm system will be installed at each such station which will alert, as necessary, the dispatcher on duty at Employer's Power Dispatch Center.

(d) Portable communication devices for the safety of the employees at Beluga will be provided.

(e) The Employer agrees to update all safety equipment on a scheduled basis, and set up a procedure for reporting safety complaints with a time limit of five (5) working days for corrective action.

Section 8.7 For Cause Drug or Alcohol Testing

The Employer and the Union are committed to maintaining a safe and healthful working environment for all employees. In addition, Employer has an obligation to ensure public safety and trust with regard to Association work environment and services. Accordingly, the use of alcohol or controlled substances, including marijuana, cocaine, opiates, heroin, amphetamines, and phencyclidine, or other controlled substances prohibited by state or federal law is strictly prohibited and may result in discipline in accordance with the appropriate labor agreements and Employer's policies.

"For-Cause" drug or alcohol testing will be applicable to all employees covered by this Agreement.

No bargaining unit employee will be tested for drug metabolites or alcohol unless there exists probable suspicion that the employee to be tested is using or is under the influence of drugs or alcohol. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the on-duty employee.

An employee suspected of using or being under the influence of drugs or alcohol may have a Union Shop Steward or alternate present when the employee is being observed by Employer for the above suspicions.

The testing shall be done by a qualified Laboratory ("the Laboratory") designated by Employer.

The Employer representative and Steward must have received training in the signs of drug and alcohol intoxication in a training program endorsed or conducted by Employer, except that training is not a prerequisite in situations where the employee's drug or alcohol use or impairment would be obvious to a person of ordinary intelligence and perception. Employer will make attendance at its drug and alcohol training program available to Union Shop Stewards so they may receive the same training as Employer representatives.

If the Employer representative has probable suspicion to believe that the employee is using or is under the influence of controlled substances or alcohol, he/she shall require the employee (in the presence of a Union Shop Steward) to go to the Laboratory to provide urine specimens for laboratory testing. The Employer representative may also accompany the affected employee and Shop Steward to the Laboratory. Transportation to the Laboratory will be provided by the Employer. In the event a Shop Steward is not immediately available, Employer will contact the alternate Shop Steward to go to the Laboratory. In the event that the alternate is not immediately available, Employer will contact the Union Business Representative or his/her designated representative. If none of the above are available, Employer reserves the right to observe an employee suspected of using or being under the influence of drugs or alcohol without the presence of a Union representative. Additionally, if none of the above Union representatives are available, Employer reserves the right to require an employee when Employer has probable suspicion that he/she is using or is under the influence of controlled substances or alcohol, to go to the Laboratory to provide urine specimens for laboratory testing without the presence of a Union representative.

An employee suspected of using or being under the influence of controlled substances or alcohol will be suspended with pay pending Employer's receipt of the test results from the Laboratory.

The employee may not be required to take a drug test if the employee's actions are reasonably explained to the satisfaction of the Employer representative to be due to causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reactions to noxious fumes or smoke, etc.). In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol or to other causes, the drug testing procedure contained herein shall be used.

It will be the responsibility of the employee to notify the Laboratory of any prescription or non-prescription medication the employee is taking.

The Employer representative must make a written statement of the observations on which probable suspicion is based within twenty-four (24) hours. A copy must be provided to the Shop Steward or other Union official. Included in this statement will be the Employer representative's efforts to contact the Stewards or Union representative.

Third party reports of drug use or aberrant behavior which are not confirmed by Employer representative observations shall not constitute probable suspicion or be grounds for testing.

The Employer will require urine specimens only, unless the employee consents to withdrawing of a blood specimen. At the time the specimens are collected, the employee shall be given a copy of the specimen collection procedures. Specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the Laboratory are those of the employee. The employee shall sign test laboratory form(s) authorizing the tests and disclosure of the test results to the Employer.

Failure to provide a specimen, refusal to take a drug test or sign test laboratory form(s) or cooperate with the clinic personnel will constitute a presumption of intoxication and the employee will be subject to appropriate disciplinary actions.

The Laboratory shall maintain the chain of custody by reasonable means designated to show the handling of the specimen from the time it is collected until all tests are completed, and thereafter, until the specimen is properly disposed of.

Split testing methodologies and chain of custody procedures will be provided from the Laboratory for review by the Employer and Union. Other laboratories may be used upon mutual consent of the Employer and Union.

The initial and confirmation cutoff levels used when screening urine (or breath samples for alcohol) specimens to determine whether they are negative or positive for various classes of drugs and alcohol shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the DOT Guidelines), except that the cutoff levels for the following substances shall be as follows:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana Metabolites (THCA)	50 ng/ml	THCA	15 ng/ml
Cocaine Metabolites (Benzoylecgonine)	150 ng/ml	Benzoylecgonine	100 ng/ml
Opioid metabolites	2000 ng/ml	Codeine	2000 ng/ml
Codeine/ Morphine	2000 ng/ml	Morphine	2000 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Hydrocodone	300 ng/ml	Hydrocodone	100 ng/ml
Hydromorphone	100 ng/ml	Hydromorphone	100 ng/ml
Oxycodone	100 ng/ml	Oxycodone	100 ng/ml
Oxymorphone	100 ng/ml	Oxymorphone	100 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine	500 ng/ml	Amphetamine	250 ng/ml
Methamphetamine	500 ng/ml	Methamphetamine	250 ng/ml
AMP/MAMP	500 ng/ml	AMP/MAMP	250 ng/ml
MDMA/MDA	500 ng/ml	MDMA/MDA	250 ng/ml
Alcohol	100 mg/dl		n/a
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid			
(2) Benzoylecgonine			
(3) 25 mg/ml if immunoassay specific for free morphine			

In reporting a positive test, the Laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the (GC/MS) confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by a laboratory director or a medical doctor and certified as accurate.

Test results which are below the levels specified herein shall be considered negative indications and shall be reported to the Employer as such.

Employer recognizes that the results of a drug or alcohol test will be considered medical records and held confidential to the extent permitted by law. Employer will limit disclosure of information acquired in connection with a drug or alcohol test, including positive and negative test results, to the following, unless the employee consents in writing to disclosure to others:

- A. The employee;
- B. The employee's supervisors and other management officials with a need to know;
- C. The Shop Steward or other authorized Union representative if the employee is represented by the Union;
- D. Test laboratory personnel;
- E. The Employee Assistance Program counselor or other rehabilitation personnel if the employee seeks or is required to use same;
- F. An arbitration tribunal in the event of a grievance regarding the employee's alleged drug or alcohol use.

Employees suffering from alcoholism or drug abuse will receive the same consideration that is presently extended to employees having any other illness. Employees will be allowed to utilize their annual leave or leave without pay to pursue an appropriate program of treatment.

Employer maintains an Employee Assistance Program to aid its employees in overcoming drug and/or alcohol related problems.

Section 8.8 **Random Drug Testing**

In the interest of promoting the highest standards of workplace excellence and safety, the parties agree to adopt a random drug testing program. Employees shall be subject to random drug and alcohol testing in accordance with the protocol and procedures specified in 49 CFR Sec. 382.305.

Former ML&P employees not currently in a random drug testing pool will be included in the selection pool for this program six months after the effective date of the Transition Agreement in Appendix G of this agreement.

Section 8.9 **Substance Abuse Treatment Opportunity**

Employees suffering from alcoholism and/or drug abuse will receive the same consideration that is presently extended to employees having any other illness. Employees will be allowed to utilize their annual leave or leave without pay to pursue an appropriate program of treatment.

Employer maintains an Employee Assistance Program to aid its employees in overcoming drug and/or alcohol related problems.

Section 8.10 Employee Responsibility – Substance Abuse Treatment

It shall be the employee's duty to seek treatment for alcoholism and/or drug abuse. In no case shall job security or promotional opportunity be jeopardized by seeking treatment for such an ailment or condition. Should an employee fail a drug test as outlined above, the employee will be given an opportunity to seek treatment. If the employee chooses not to seek treatment, the employee may be subject to discipline. However, if two (2) alcohol and/or drug abuse related occurrences occur within a twelve (12) month consecutive period, depending on the circumstances, a third occurrence may be just cause for termination. The employee is responsible for maintaining a satisfactory level of job performance. Failure to do so may result in appropriate corrective or disciplinary action as determined by the Employer.

Intent Statement: The parties understand that the "safe harbor" created by the above section is designed to encourage employees to seek treatment for alcohol and/or substance abuse, and to protect them against discipline and job loss while they are in treatment if they should stumble once or twice. The parties agree that the safe harbor provisions apply only to regular employees.

ARTICLE 9 DISCIPLINE

Section 9.1 Misuse of the Employer's Property and Time

Employees will not use the property or time of the Employer without proper authorization for personal or other non-work purposes, nor will such property be used in a careless, abusive, or illegal manner.

Section 9.2 Compliance with Rules and Regulations

Failure of an employee to comply with the working rules contained herein or other written regulations of the Employer, to follow lawful and proper orders and instructions or to comply with safety regulations and practices, may be considered insubordination. Those rules and regulations that the Employer has reduced to writing will be kept in a place that is readily accessible to all employees concerned.

Section 9.3 Performance of Work

Failure to perform work in a safe, efficient, diligent, or productive manner may result in appropriate discipline.

Section 9.4 Consumption of Drugs/Alcohol

An employee who is unable to discharge the employee's duties due to the use of alcohol or use of illegal drugs will be considered incompetent, subject, however, to other applicable provisions of this Agreement.

Section 9.5 Discharge

Although the Employer retains the right to discipline an employee for just cause, it agrees that in the case of discharge, one of the designated Union Representatives shall be noticed of the reason for the contemplated discharge prior to taking any action against the employee, unless exigent circumstances or unusual confidentiality requirements preclude such notice. Any employee who is discharged will remain on the payroll until such time as the employee is given a written statement of the reasons for the employee's termination. A copy of this written statement will be provided to the Business Manager of the Union via fax machine at the time the statement is provided to the employee. Either the Union or the discharged employee may take exception to such discharge under the grievance procedure, as set forth in this Agreement.

Section 9.6 Progressive Discipline

No bargaining unit employee shall be disciplined or discharged except for just cause. The Employer will maintain a practice of progressive discipline. The Employer's disciplinary process is meant to be corrective and not punitive; many incidents may not result in discipline, but may require only verbal advice, instruction, or counseling. The steps in the progressive discipline process are: verbal reprimand, written reprimand, suspension, disciplinary demotion, or discharge. Based on the seriousness of a particular offense, discipline may be imposed at any reasonable level. The supervisor responsible for interviewing an employee reasonably suspected of misconduct should notify the employee that the employee may have a Union representative present at an investigatory meeting.

Section 9.7 Statement of Intent Regarding Progressive Discipline

Under the Progressive Discipline Section of each collective bargaining agreement, the parties intend that the Employer should notify an employee that the employee may have a Union representative present when the employee is being interviewed for suspected misconduct.

Section 9.8 Picket Line

No employee shall be disciplined for refusing to cross a recognized and sanctioned picket line.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Policy on Grievances

The parties hereto recognize that the prompt and equitable settlement of employee grievances is essential to the maintenance of sound labor relations. The parties further recognize that such grievances are usually more satisfactorily and expeditiously settled at the lowest supervisory level at which an acceptable understanding can be reached. Every reasonable effort will be made by the shop steward, in cooperation with Employer's General Manager, to correct violations and infractions of this Agreement. The shop steward, upon request to the shop steward's immediate supervisor, shall be given a reasonable amount of time during working hours, and without loss of pay, to handle grievances pertaining to the shop steward's area of responsibility consistent with the provisions of Section 2.6, Shop Steward, of this Agreement. During outages and other emergencies, the shop steward may be required to give priority attention to Employer's business. "Immediate supervisor" means appropriate management personnel.

Section 10.2 Grievance

A grievance is hereby defined as an alleged violation of the terms of this Agreement.

Section 10.3 Grievance Procedure

Any employee or group of employees having a grievance shall proceed, according to the following steps, to seek a satisfactory settlement of the grievance. To provide the best opportunity for the grievance to be resolved at the lowest level, none of the following steps shall be omitted:

Step One: The employee shall discuss the grievance with the employee's immediate supervisor. The employee may have the employee's shop steward present during this initial discussion. If the employee and supervisor fail to agree on the matter, Step Two will be followed.

Step Two: The employee will discuss the grievance with the employee's shop steward who will, in turn, seek to settle the grievance with the employee's immediate supervisor. If the shop steward cannot reach an agreement with the employee's supervisor, Step Three will follow.

Step Three: The shop steward or designated Union Representative shall state the employee's grievance in writing; the statement will include the following:

- (a) The nature of the grievance and the circumstances out of which it arose, including the date of occurrence.
- (b) The remedy or correction the Employer is requested to make.
- (c) The section or sections of the Agreement relied upon or alleged to have been violated.
- (d) The signature of the grievant and the shop steward or designated Union Representative.
- (e) The date the statement of the grievance was prepared and the date the statement of grievance was received by the Employer.

Step Four: The written statement of the grievance shall be turned over to the Union's Business Manager or business representative to be presented to the Employer's designated representative within fifteen (15) working days of the occurrence.

Step Five: The Union and the Employer will have fourteen (14) calendar days to discuss the grievance, hold meetings, and try to come to a mutually agreeable settlement. Within seven (7) calendar days after the end of the specified fourteen (14) day period, Employer will provide Union with a written statement of its position on the grievance.

Step Six: If the grievance is not resolved at Step Five, the Union may submit the matter to arbitration within seven (7) calendar days from the date Union receives Employer's statement.

Section 10.4 Arbitration

The Union shall submit a request to the Seattle Office of the American Arbitration Association (AAA) for a panel of eleven (11) potential arbitrators. A copy of the request shall be sent to the Employer. After receipt of the panel from AAA, the parties shall select an arbitrator using the strike method. The order for striking shall be determined by the toss of the coin; the Union Representative shall toss the coin and the management representative shall call heads or tails. The arbitration hearing shall be conducted consistent with the rules established by AAA.

It is mutually understood and agreed that arbitration hearings will be conducted without unnecessary delay. Each party shall be given reasonable opportunity to be heard by its representatives, and to produce witnesses and documentary evidence and to cross-examine. The Arbitrator's authority shall be limited as follows except as provided otherwise in this Agreement:

- (a) The Arbitrator shall consider only the particular issue or issues presented in writing by the Employer or the Union which have been processed through the grievance procedure.
- (b) The Arbitrator shall have the power to interpret the terms of the Agreement, but the Arbitrator's decision shall be based solely on the existing terms of the Agreement, and the Arbitrator shall not have the power to add to, subtract from or modify any of the terms of the Agreement.
- (c) The Arbitrator shall have no power to establish wage rates, job classifications or fringe benefits of any kind.

Although no formal rules of evidence are contemplated by this Agreement, the Arbitrator shall determine the admissibility of evidence, admissibility being principally a matter of relevancy, materiality and the avoidance of undue repetition. Each of the parties hereto agrees to produce all books, records and documents or other materials, or certified copies thereof, which, in the opinion of the Arbitrator are relevant to the issues of the grievance.

The judgment of the Arbitrator shall be final and conclusive on the Employer and the Union. The parties further agree that, from the time Employer first was notified of the grievance until it is settled, including the entry of the judgment of the Arbitrator when the grievance has been submitted to arbitration, the subject of the controversy will remain status quo as of the time the grievance was first noticed.

Failure of either party to act within the time schedule set forth in this procedure without the express written agreement of the other party will be considered as a default and the grievance shall be considered to have been settled in favor of the non-defaulting party.

Subject to a different agreement between the parties, the party losing the decision shall bear the total expense of the Arbitrator, however, each party will pay the wages, salaries, fees, and expenses of its witnesses. The Arbitrator, as part of the award, shall identify the losing party.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Emergencies

The Employer is engaged in furnishing a vital public service which may under certain circumstances pose a serious threat to life and property. Therefore, notwithstanding any provisions in this Agreement relating to the limiting of work, the composition of work forces and the assignment of duties, all employees will be expected to do any work that is reasonably necessary to the saving of life or the prevention of serious injury to persons or property.

Section 11.2 Communications and Notices

All communications between the parties that are contemplated or required by this Agreement will be in writing and will be delivered to the business office of the Union and the Employer. Wherever provision is made in this Agreement for the delivery of a communication or notice to the other party within a specified period, such notice or communications will be considered to have been delivered when it has been emailed or deposited in the United States mail, registered or certified, properly addressed to such other party's mail address of record, and with adequate postage prepaid or when delivered by messenger with written receipt of delivery.

Section 11.3 Savings Clause

If any article, section or provision in this Agreement or any subsequent amendment hereof is rendered or declared invalid by reason of any statute, ordinance, regulation, or other law, or by the final judgment of a court of competent jurisdiction, the invalidation will not affect the remaining portions of this Agreement and such other portions will remain in full force and effect. Upon the invalidation of any article, section, provision, or amendment hereof, the parties shall, within thirty (30) days from the date that notice of the invalidity is received, in good faith negotiate and agree on lawful and enforceable amendments or modifications that will effectuate the parties' original intent. The parties may agree to extend the thirty (30) day time period by mutual consent.

Section 11.4 Accommodations

The Employer will furnish a suitable room with lockers for clothes, tools, and other personal possessions and with facilities for drying clothing and equipment.

Section 11.5 Employer Supplied Protective Garments

Employer will make available to welders in power plants leather aprons and/or other protective garments for the protection of their work clothes.

Section 11.6 Identification Cards

Employer will provide employees with I.D. cards which will serve to identify the individual as an employee of Employer.

Section 11.7 Clothing Allowance

For regular bargaining unit employees and for temporary employees employed more than six (6) consecutive months in operator, clerk and warehouse job classifications, Employer shall pay a yearly clothing allowance stipend of \$200. For regular bargaining unit employees and for temporary employees employed more than six (6) consecutive months in maintenance and communications classifications, Employer shall pay a yearly clothing allowance stipend of \$400. For regular bargaining unit employees in relief maintenance operator classifications, Employer shall pay a yearly clothing allowance stipend of \$300. The stipend shall be paid to eligible regular employees employed as of January 15 of each year and shall be issued with the paycheck immediately thereafter; the stipend shall be paid to eligible temporary employees with the first paycheck paid after the employee has worked six (6) consecutive months.

These clothing allowances are intended to be used by employees to purchase work clothing to be worn at the job site.

Section 11.8 Dispatch NERC Certificate Reimbursement

An employee will be reimbursed for the NERC test fee and NERC Review Course with advance approval by the Employer, and upon submission of appropriate documentation. The employee must successfully pass the NERC test to obtain this reimbursement.

Section 11.9 New Technology

The use of new equipment, technology or procedures which replace or supersede existing equipment, technology or procedures currently utilized to perform bargaining unit work, shall remain bargaining unit work. It is recognized that employees covered by this Agreement may be required to maintain competency and skills as new technology is introduced. Whenever an employee is assigned to new technology, procedures or equipment, the Employer will provide and the employee will undertake any necessary training and assimilate any new skills which may be required.

Section 11.10 Maintenance of Existing Certifications

Employer agrees that it will endeavor in good faith, subject to considerations of cost, to schedule update training, refresher courses or any continuing training related to certifications currently held by bargaining unit members during normal shift days and hours for employees affected.

Section 11.11 Licensing and Certifications

The Employer shall pay for, or reimburse employees for, all expenses incurred to maintain any license and certification required by Employer, or by local, state or federal law or regulation, as a condition of employment. Where the Employer is required to pay the expenses of licensing or certification, the Employer shall determine the means and methods used to provide any necessary training or testing.

ARTICLE 12 HEALTH AND WELFARE AND PENSION PLANS

Section 12.1 Health and Welfare Benefit Plan

Employer agrees to participate in and contribute to the Alaska Electrical Health and Welfare Fund (“Fund”) for the purpose of providing certain health and welfare benefits to those employees covered under Medical Plan #553, Vision Plan #701, Dental Plan #601, Disability Plan #801, and Life Insurance Plan #903. The Employer will pay Health and Welfare premiums as provided in the 2016-2019 ML&P Agreement. (As of April 1, 2020, the total monthly premium per employee is \$2,167.00, of which the Employer pays \$1,784.76 on behalf of each employee. The employee pays the remaining \$382.24 of the premium. These totals are subject to change April 1st of each year.)

Effective April 1, 2021 the split in the total health and welfare premium will be paid ninety percent (90%) by the Employer and paid ten percent (10%) by the employee. The split in the total health and welfare premium will remain and be paid ninety percent (90%) by the Employer and paid ten percent (10%) by the employee for the remainder of the Collective Bargaining Agreement.

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will refer to the Transition Agreement in Appendix G to see the employee health and welfare premium cost.

For new employees, the payment shall not be made during the first month of employment unless their employment began before the 15th of that month, which payments will entitle such employees to receive the health and welfare benefits including, extended dental, vision, and orthodontic coverage provided under the terms and conditions lawfully adopted for the administration and management of such Fund. Employer agrees to enter into such further agreements, and to execute such instruments as may be legally required or convenient to its full participation in the foregoing Fund for, and on behalf of, its said employees.

Section 12.1.1 Health and Welfare Supplemental Payments

The Employer agrees to deduct, as authorized by the employee via enrollment form, health insurance supplemental payments from the pre tax net pay of its employees eligible for supplemental payments and pay to the Alaska Electrical Health and Welfare Trust said authorized amount. In the event a Medical Section 125 Plan becomes available, the employee will have the option to participate. The Employer agrees to make this deduction in the full amount from the first pay period ending date of the month and send a check for the total amount, together with a list of the individual's names for whom the deductions were made, to the Alaska Electrical Health and Welfare Trust on or before the fifteenth (15th) day of the following month.

The Union agrees that the Employer assumes no responsibility in connection with this deduction, except that of ordinary diligence and care in forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer only for amounts deducted from earnings pursuant to this Agreement.

Section 12.2 Life Insurance Benefits

The Employer will fund one hundred percent (100%) of life insurance benefits in the amount of fifty thousand dollars (\$50,000) per employee.

Section 12.3 Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance

Regular employees may purchase on a voluntary basis, additional life coverage through post-tax payroll deductions in twenty five thousand dollar (\$25,000) increments to a maximum of two hundred thousand dollars (\$200,000). Coverage and premium rates will be determined by the insurance carrier.

Section 12.4 Employer's 401 (k) Plan

All employees covered under this Agreement are eligible to contribute to Chugach Electric Association's 401(k) plan. Each employee may make contributions up to the legal maximum amount as provided by law.

Section 12.5 Hardship and Benevolent Fund

The Employer shall deduct and forward five cents (\$0.05) per hour for each hour of compensation of each employee within the bargaining unit to the IBEW Hardship and Benevolent Fund (IHBF). Such funds shall be forwarded in the same manner and form as other contributions herein.

Section 12.6 Legal Trust

The Employer shall contribute fifteen cents (\$.15) per compensable hour for each employee, but not to exceed forty (40) compensable hours per week per employee to the Alaska Electrical Legal Fund. This shall take effect upon date of sale and remain in effect hereafter. All payments due hereunder will be made by the Employer to the said Fund on or before the fifteenth (15th) day of the month following the month in which said compensable hours were earned by Employer's said employees.

ARTICLE 13 PENSION

Section 13.1 Pension Plan

Employer agrees to participate in, and to contribute to, the Alaska Electrical Pension Fund, a trust fund which was established pursuant to (1) an agreement between the Union and the Alaska Chapter of the National Electrical Contractors Association, Inc. and (2) that certain Declaration of Trust Agreement entered into by the aforesaid parties for the purpose of providing pension benefits for those persons covered by the said Agreement.

Employees employed in classifications other than Information Services:
The parties agree to increase the current Pension Contribution of \$7.95; by \$0.25 on July 1, 2020, by \$0.63 on October 30, 2020, by \$0.25 on July 1, 2021, by \$0.25 on July 1, 2022, by \$0.25 on July 1, 2023, and by \$0.25 on July 1, 2024.

Employees employed in classifications in Information Services:
The parties agree to increase the current Pension Contribution of \$7.15; by \$0.25 on July 1, 2020, by \$0.63 on October 30, 2020, by \$0.45 on July 1, 2021, by \$0.45 on July 1, 2022, by \$0.45 on July 1, 2023, and by \$0.45 on July 1, 2024.

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will refer to the Transition Agreement in Appendix G to see the employee Pension contribution.

Money Purchase Plan. An Employer Contribution of 1.9% of gross annual earnings will become effective on the date of sale or October 30, 2020 which ever is later. Employees may voluntarily contribute to the Alaska Electrical Workers Money Purchase Plan upon presentation of a properly signed authorization form to the Employer. The Employer agrees to withhold and forward voluntary money purchase plan contributions authorized by an Employee. This authorization for deduction may be discontinued at any time by the employee.

The foregoing payments to the Fund made by Employer will entitle the said covered employees of Employer to pension payments under such terms and conditions as may be lawfully provided for the administration and management of said Fund. All payments due hereunder will be made to the said Fund on or before the fifteenth (15th) day of the month following the month in which said compensable hours were earned by employees.

Section 13.2 Pension Reallocation

Any covered employee who is a participant in the Alaska Electrical Pension Fund (AEPF) may elect to reallocate the contributions made by the Employer to the AEPF according to the rules regarding the reallocation of contributions from the Defined Benefit Plan to the Defined Contribution Plan as outlined in the Trust Plan documents. If an employee makes application to the Plan Administrator for a reallocation and the application is approved, the Plan Administrator will notify the Employer of the new allocation of contributions. The Employer agrees to remit future contributions according to such instructions. The allocation will continue in effect until the Plan Administrator notifies the Employer of a subsequent reallocation. Such reallocations may occur no more than once annually. Nothing in this supplement agreement will cause the Employer to contribute more or less on behalf of an employee than the amount specified in the collective bargaining agreement.

ARTICLE 14
POLITICAL ACTION COMMITTEE FUND

With voluntary authorization by an employee on a form supplied by the Union, the Employer agrees to deduct a flat amount per pay period from the employee's wages to be submitted to the IBEW Local Union No. 1547, for its Political Action Fund. This money will be sent in monthly with the dues, and shall be made by the fifteenth (15th) of the month following which deduction was made. In accordance with requirements of Alaska State law, the Union agrees that Political Action Committee Funds shall not be used for utility board elections.

ARTICLE 15 ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or of any kind of ownership or management of either party hereto, or by any change, geographic or otherwise, in the location or place of business of either party hereto.

ARTICLE 16

JOB CLASSIFICATIONS AND WAGE SCHEDULES

Section 16.1 Wage Rates and Classifications

The job classifications and wage rates listed in this article and subsections, and including any other job classifications and wage rates that are established by the Employer and Union according to the Agreement, are covered by the Agreement. The following percentage wage increases will apply to Former CEA in Generation exclusive of IS employees and former ML&P employees:

Effective, July 1, 2020: the base wage rates for all classifications shall increase by three percent (3%). Effective, October 30, 2020: the base wage rates for all classifications shall increase by two percent (2%) or the base wage rate of the ML&P classification whichever is higher.

The following percentage wage increases will apply to Former ML&P in Generation exclusive of IS employees:

Effective, October 30, 2020: the base wage rates for all classifications shall increase by five percent (5%) or the base wage rate of the CEA classifications whichever is higher.

The following percentage wage increases will apply to CEA and Former ML&P in Generation exclusive of IS employees:

Effective, July 1, 2021: the base wage rates for all classifications shall increase by two percent (2%).

Effective, July 1, 2022: the base wage rates for all classifications shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3%).

Effective, July 1, 2023: the base wage rates for all classifications shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3%).

Effective, July 1, 2024: the base wage rates for all classifications shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three and one third percent (3.3%).

The following percentage wage increases will apply to IS CEA and Former IS ML&P employees in Generation:

Effective, July 1, 2021: the base wage rates for all classifications shall increase by two percent (2%).

Effective, July 1, 2022: the base wage rates for all classifications shall increase by two and one half percent (2.5%).

Effective, July 1, 2023: the base wage rates for all classifications shall increase by two and one half percent (2.5%).

Effective, July 1, 2024: the base wage rates for all classifications shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three and one third percent (3.3%).

APPENDIX A INFORMATION SERVICES ONLY

Section 2.13 Contracting Out – Purpose

It is understood and agreed that the function of Sections 2.13.1 through 2.13.3 are not in any way intended to limit or restrict the ability of the Employer to do business with other employers, but rather, these provisions are designed and intended to preserve work for employees whose wages, hours and other terms and conditions of employment are prescribed by this Agreement.

Section 2.13.1 Erosion of Work Force

No regular employee shall be laid off, terminated, or discharged by the Employer as a result of the Employer's subcontracting any work historically or normally performed by bargaining unit employees. The Employer agrees that it will not contract out or subcontract work for the underlying purpose of eroding the size of the bargaining unit.

Section 2.13.2 Warranty Work

The Employer may without penalty contract out work involving the installation, troubleshooting and/or repair of equipment, systems and apparatus if required by the terms of a manufacturer's or supplier's warranty. If skills new to the bargaining unit are used, the Employer will continue its existing practice of assigning at least one bargaining unit employee to assist with such warranty work as training that will facilitate work the bargaining unit employees will, with reasonable probability, do later.

Section 2.13.3 Dispute Resolution

The parties shall not enforce Sections 2.13.1 through 2.13.3 of this Agreement by means of slowdown, picketing, strikes or lockouts. In order to avoid unnecessary disputes over the application of this Article, the Union shall be given reasonable advance written notice of any preliminary decision to contract or subcontract work covered by Sections 2.13.1 through 2.13.3. Before the Employer may award any contract or subcontract (including task order contracts and unit price contracts) or assign any work covered by Sections 2.13.1 through 2.13.3 (engage in subcontracting activities), the Union shall be given an opportunity within the next five business days following the date of notice to meet with the Employer for the purpose of discussing whether the proposed action is in compliance with this Article. If mutual agreement cannot be reached within that time frame, the matter shall proceed to Step 3 of the grievance procedure if

the Union so elects and the Employer will not refuse to arbitrate subcontracting grievances on the basis that they are illegal. If either party should refuse to arbitrate a contracting dispute, that party will be liable for the other side's attorney's fees and costs incurred in obtaining an order compelling arbitration. The discussion provisions of this section shall not apply to emergency work, task orders issued under task order contracts, individual jobs issued under a unit price contract, contracts or subcontracts in an amount of \$50,000 or less, professional services or in cases where work is bid under the OELCC and there are no pre-qualified non-union contractors. In addition, the notice requirement shall not apply to emergency work. The exemption of the foregoing categories of work from the notice and discussion provision of this section in no manner limits or impairs any rights the IBEW has to file and process grievances as to such work.

APPENDIX B MEMORANDUM OF AGREEMENT

In the event state or federal law does not require that an employee who becomes the parent of either a new-born or adopted child receive at least eight weeks of leave, the following provision shall become a part of the collective bargaining agreements with the Outside, Generation, and Office & Engineering bargaining units:

PARENT LEAVE

An employee who becomes the parent of either a new-born or adopted child may take up to eight (8) consecutive weeks of annual leave or leave without pay. Leave taken under this section must begin no later than four (4) months after birth or adoption of a child. All accrued annual leave in excess of forty (40) hours will be taken prior to commencing leave without pay. Whenever possible, parent leave shall be requested at least ninety (90) days in advance.

APPENDIX C

SHIFT DIFFERENTIAL/BOILER/SENIOR PAY

Former ML&P employees as of the Effective Date of the Transition Agreement will be eligible for a shift differential of 13.33% as applies in the following sections of this Agreement: Section 5.11(b), Section 5.2.7, Section 5.3. 3(a), (b), and (c), Section 5.5.2. Effective October 30, 2020 all CEA employees will be eligible for a shift differential of 13.33% as applies in the following sections of this Agreement: Section 5.2.7, Section 5.3.3 (a), (b), and (c), Section 5.5.2.

Boiler Pay

Boiler License Pay Enhancement for Former ML&P employees. Regular employees assigned to Generation who have a 1st class Boiler Operator License, shall be compensated at an additional five and seven-tenths percent (5.7%) above the employee's base rate, while employed in the Generation Division, including the Chief Shop Steward if employed in the Generation Division at the time of appointment. Any former ML&P employee with boiler pay will not be eligible for the senior pay program.

SPP/Plant 1/ Plant 2A Senior Pay

This provision modifies the Letter of Dispute Resolution dated March 9, 2018 as follows: On the effective date of this Agreement senior pay will increase from 5% to 5.7% for all bargaining unit members meeting the full requirements of the senior pay program. All bargaining unit member receiving 2.5% will move to 2.85% as of the effective date of this Agreement.

APPENDIX D CHIEF SHOP STEWARD

The Parties recognize that timely resolution of disputes is key for a successful transition and is key to the well-being of employees; therefore, the Parties agree that there will be one chief shop steward appointed by the Union to represent bargaining unit employees in the Outside, Office and Engineering, and the Generation Collective Bargaining Agreements. The following provisions shall apply to the chief shop steward:

- a. Chugach recognizes that the Business Manager of IBEW Local 1547 retains the right to appoint and dismiss all shop stewards in accordance with the Union rules and regulations. While the Business manager will make the ultimate decision on who to appoint as the Chief Shop Steward, he will consider relevant work experience with Chugach or the former ML&P in making the decision. There will be one full-time non-working Chief Shop Steward. Chugach recognizes the shop stewards as the duly-appointed Union representatives of the employees. The Union will notify Chugach as to the identity of all shop stewards. All shop stewards shall make every effort in cooperation with Chugach's Vice President of Member and Employee Services or duly-authorized representative to correct violations and infractions of this Agreement by either covered employees or management personnel. The duly-authorized assistant shop stewards, upon request made to their immediate supervisors, shall be given reasonable amounts of time during working hours and without loss of pay, to handle all work-related Union business pertaining to their areas of appointment, including but not limited to grievances and arbitration hearings, and shall keep both Chugach and the Union informed as to their whereabouts. Chugach may require shop stewards to record time spent on union business during working hours on the steward's time card.

- b. No shop steward shall be terminated for any cause until the CEO of Chugach and Business Manager of the Union have completed an investigation into the alleged cause for termination and determined there has been just cause. Investigations into the alleged cause for termination shall not last longer than fifteen (15) work days in cases not involving a reduction in force, and 48 hours in cases involving reduction in force. Investigation timelines may only be extended by written mutual agreement of the parties.
- c. The bargaining unit member appointed to the Chief Shop Steward position shall perform the function of full-time steward at the top craft pay rate of foreman. Chugach shall pay all wages and benefits for the Chief Shop Steward. The bargaining unit member-appointed to the Chief Shop Steward position shall be a full-time FLSA exempt position. The parties agree to verify the FLSA status of the Chief Shop Steward position. If the Chief Shop Steward position is determined to be overtime eligible, the parties agree to negotiate a remedy by adjusting hours to be worked, duties, or cost allocation between the parties. The Chief Shop Steward may be assigned administrative, research, and program duties (excluding Chugach's Labor Relations) within the Member and Employee Services Division, consistent with his or her knowledge, skills, and abilities.
- d. The Chief Shop Steward will normally observe the standard work week of Monday through Friday. The Chief Shop Steward shall be subject to all terms and conditions of the Agreement, except the provisions that pertain to an hourly employee such as, but not limited to, overtime, call-out, ten-hour breaks, pay premiums, and additional meal period provisions. Retirement, money purchase, hardship and benevolent fund, and any other similar contributions will be based on a 40-hour work week.
- e. The Chief Shop Steward shall be given reasonable notice by Chugach prior to the time any committee meeting defined by the Chugach CBAs. With advanced notice the Chief Shop Steward may schedule meetings of employees or stewards during work hours only as authorized by the Vice President of Member and Employees Services.

- f. The Chief Shop Steward shall be afforded private office space and issued Chugach provided cell phones. The cost of such items shall be paid by Chugach.
- g. The Chief Shop Steward shall retain his or her regular employment status and continue to accrue all benefits. Additionally, the Chief Shop Steward may return to his or her former regular positions or similar positions within the same classification and rate of pay following a fifteen (15) calendar day advance written notification to the Union and Chugach. This shall not limit the ability of the Chief Shop Steward to bid in accordance with other provisions of this Agreement. The Chief Shop Steward will be the last employee laid off within the work unit provided he or she is qualified to perform the remaining work.

The full-time Chief Shop Steward shall continue to receive chief steward premium pay when he or she is on paid leave.

APPENDIX E WAGE MATRIX

Note: \$1.33 Movement of monies from wages to pension effective 8-14-02								
Note: \$.70 Movement of monies from wages to pension effective 7-1-12								
Note: All 100% jobs are in the system as Grade 1, updated the Grade Step Table to reflect this, 6/23/2020								
Note: 10/30/2020 is Day 1 following the Transition Agreement								
Job Code	Grd	Step	Job Classification	%	Effective Date	Change	Hourly Rate	10 % Longevity
					7/1/12	3.20%	\$45.30	\$49.83
3243	1		Electronics Technician II	100%	7/1/12	\$ (0.70)	\$44.60	\$49.13
6401	1		Heavy Equipment /Plant Maintenance		7/1/13	3.75%	\$46.27	\$50.90
3204	1		Instrument and Controls Technician		7/1/14	3.25%	\$47.77	\$52.55
3274			Maintenance I&C Technician P2		7/1/15	2.50%	\$48.96	\$53.86
3275			Maintenance I&C Technician PH		7/1/16	2.50%	\$50.18	\$55.20
6601	1		Machinist Maintenance Technician		7/1/17	1.50%	\$50.93	\$56.03
6301	1		Maintenance Electrician		7/1/18	2.00%	\$51.95	\$57.15
7102	1		Maintenance Operator P2		7/1/19	2.50%	\$53.25	\$58.58
7113			Maintenance Operator SPP		7/1/20	3.00%	\$54.85	\$60.33
7105			Maintenance Operator P1		10/30/20	2.00%	\$55.95	\$61.54
7106			Maintenance Mechanical Technician P&H		7/1/21	2.00%		
7107			Maintenance Mechanical Technician P2		7/1/22	2-3%		
6304			Maintenance Electrician Plant 2		7/1/23	2-3%		
6305			Maintenance Electrician Tech P&H					
6501			Maintenance Technician					
7101			Welding Maintenance Technician					
					7/1/12		\$47.57	\$52.33
3239	7		Energy Supply Operations Maintenance Tech	105%	7/1/12		\$46.87	\$51.63
6717	7		Hydro Generation Maintenance Operator		7/1/13		\$48.58	\$53.44
6702	7		Relief Maintenance Operator		7/1/14		\$50.16	\$55.18
	7		Maintenance Operator - IGT		7/1/15		\$51.41	\$56.55
3230	7		Sr. I&C Tech SPP		7/1/16		\$52.69	\$57.96
6303	7		Sr. Maint. Elec. Tech SPP		7/1/17		\$53.48	\$58.83
7114	7		Sr. Maint Operator SPP		7/1/18		\$54.55	\$60.00
6504	7		Sr. Maint Mech Tech SPP		7/1/19		\$55.91	\$61.51
					7/1/20		\$57.59	\$63.35
					10/30/20		\$58.75	\$64.62

Note: \$1.33 Movement of monies from wages to pension effective 8-14-02								
Note: \$.70 Movement of monies from wages to pension effective 7-1-12								
Note: All 100% jobs are in the system as Grade 1, updated the Grade Step Table to reflect this, 6/23/2020								
Note: 10/30/2020 is Day 1 following the Transition Agreement								
Job Code	Grd	Step	Job Classification	%	Effective Date	Change	Hourly Rate	10 % Longevity
				102.5%	3/1/18		\$52.21	\$57.43
3230	11		1/2 Sr. I & C Tech 2.5%		7/1/18	2.00%	\$53.25	\$58.58
7115	11		1/2 Sr. Maint I&C Tech SPP		7/1/19	2.50%	\$54.59	\$60.04
			Not Used		7/1/20	3.00%	\$56.22	\$61.84
					10/30/20	2.00%	\$58.75	\$64.63
					7/1/12		\$48.92	\$53.81
3209	12		Power Dispatcher	108.45%	7/1/12		\$48.22	\$53.11
					7/1/13		\$49.97	\$54.97
					7/1/14		\$51.59	\$56.75
					7/1/15		\$52.88	\$58.17
					7/1/16		\$54.19	\$59.61
					7/1/17		\$55.00	\$60.50
					7/1/18		\$56.10	\$61.71
					7/1/19		\$57.51	\$63.26
					7/1/20		\$59.23	\$65.15
					10/30/20		\$60.43	\$66.45
				New Base	10/30/20		\$60.68	\$66.75
					7/1/12		\$51.19	\$56.31
3211	14		Relief Power Dispatcher	113%	7/1/12		\$50.49	\$55.61
3210	14		Senior Power Dispatcher		7/1/13		\$52.29	\$57.52
					7/1/14		\$53.98	\$59.38
					7/1/15		\$55.32	\$60.85
					7/1/16		\$56.70	\$62.37
					7/1/17		\$57.55	\$63.31
					7/1/18		\$58.70	\$64.57
					7/1/19		\$60.17	\$66.19
					7/1/20		\$61.97	\$68.17
					10/30/20		\$63.22	\$69.53

Note: \$1.33 Movement of monies from wages to pension effective 8-14-02								
Note: \$.70 Movement of monies from wages to pension effective 7-1-12								
Note: All 100% jobs are in the system as Grade 1, updated the Grade Step Table to reflect this, 6/23/2020								
Note: 10/30/2020 is Day 1 following the Transition Agreement								
Job Code	Grd	Step	Job Classification	%	Effective Date	Change	Hourly Rate	10 % Longevity
					7/1/12		\$50.74	\$55.81
6804	15		Foreman	112%	7/1/12		\$50.04	\$55.11
3213	15		Senior Electronics Technician		7/1/13		\$51.82	\$57.00
99901	15		Foreman Plant 2		7/1/14		\$53.50	\$58.85
99903	15		Foreman, PH		7/1/15		\$54.84	\$60.32
99904	15		ICE Foreman		7/1/16		\$56.20	\$61.82
99905	15		Warehouse Foreman		7/1/17		\$57.04	\$62.75
					7/1/18		\$58.18	\$64.00
					7/1/19		\$59.64	\$65.60
					7/1/20		\$61.43	\$67.57
					10/30/20		\$62.66	\$68.92
					7/1/12		\$24.92	\$27.41
5518 5519	18		General Clerk (Eff 12/06/85)	55%	7/1/12		\$24.22	\$26.71
5549 5523					7/1/13		\$25.45	\$28.00
					7/1/14		\$26.27	\$28.90
					7/1/15		\$26.93	\$29.62
					7/1/16		\$27.60	\$30.36
					7/1/17		\$28.01	\$30.82
					7/1/18		\$28.57	\$31.43
					7/1/19		\$29.29	\$32.22
					7/1/20		\$30.17	\$33.19
					10/30/20		\$30.77	\$33.85
					7/1/12		\$42.13	\$46.34
7104	19		Boiler Operator (effective after 07/01/00)	93%	7/1/12		\$41.43	\$45.64
8101	19		Generation Warehouseman/Warehouse Worker		7/1/13		\$43.03	\$47.33
8109	19		Power Plant Warehouseman 93% Grandfathered		7/1/14		\$44.43	\$48.87
			Updated % as of 10/30/2020 97%		7/1/15		\$45.53	\$50.08
					7/1/16		\$46.67	\$51.34
					7/1/17		\$47.37	\$52.11
					7/1/18		\$48.32	\$53.15
			Check	97%	7/1/19		\$49.53	\$54.48
					7/1/20		\$51.01	\$56.11
					10/30/20		\$52.03	\$57.24
				New Base	10/30/2020		\$ 54.04	\$ 59.44

Note: \$1.33 Movement of monies from wages to pension effective 8-14-02								
Note: \$.70 Movement of monies from wages to pension effective 7-1-12								
Note: All 100% jobs are in the system as Grade 1, updated the Grade Step Table to reflect this, 6/23/2020								
Note: 10/30/2020 is Day 1 following the Transition Agreement								
Job Code	Grd	Step	Job Classification	%	Effective Date	Change	Hourly Rate	10 % Longevity
	21		Power Dispatcher Trainee					
			<i>% Equal to Power Dispatcher Rate</i>					
					7/1/12		\$31.80	\$34.98
3231	21	1	First 1,000 Hours	65%	7/1/12		\$31.10	\$34.28
					7/1/13		\$32.48	\$35.73
					7/1/14		\$33.53	\$36.88
					7/1/15		\$34.37	\$37.81
					7/1/16		\$35.22	\$38.74
					7/1/17		\$35.75	\$39.32
					7/1/18		\$36.46	\$40.11
					7/1/19		\$37.37	\$41.11
					7/1/20		\$38.50	\$42.35
					10/30/20		\$39.44	\$43.38
					7/1/12		\$36.69	\$40.36
3232	21	2	Second 1,000 Hours	75%	7/1/12		\$35.99	\$39.66
					7/1/13		\$37.48	\$41.23
					7/1/14		\$38.69	\$42.56
					7/1/15		\$39.66	\$43.63
					7/1/16		\$40.64	\$44.70
					7/1/17		\$41.25	\$45.37
					7/1/18		\$42.07	\$46.28
					7/1/19		\$43.13	\$47.44
					7/1/20		\$44.42	\$48.86
					10/30/20		\$45.51	\$50.06
					7/1/12		\$41.58	\$45.74
3333, 3237	21	3	Third 1,000 Hours	85%	7/1/12		\$40.88	\$45.04
					7/1/13		\$42.47	\$46.72
					7/1/14		\$43.85	\$48.24
					7/1/15		\$44.95	\$49.45
					7/1/16		\$46.06	\$50.67
					7/1/17		\$46.75	\$51.43
					7/1/18		\$47.69	\$52.45
					7/1/19		\$48.88	\$53.77
					7/1/20		\$50.34	\$55.38
					10/30/20		\$51.58	\$56.74

Note: \$1.33 Movement of monies from wages to pension effective 8-14-02								
Note: \$.70 Movement of monies from wages to pension effective 7-1-12								
Note: All 100% jobs are in the system as Grade 1, updated the Grade Step Table to reflect this, 6/23/2020								
Note: 10/30/2020 is Day 1 following the Transition Agreement								
Job Code	Grd	Step	Job Classification	%	Effective Date	Change	Hourly Rate	10 % Longevity
					7/1/12		\$46.47	\$51.12
3234, 3240	21	4	Fourth 1,000 Hours	95%	7/1/12		\$45.77	\$50.42
					7/1/13		\$47.47	\$52.22
					7/1/14		\$49.01	\$53.91
					7/1/15		\$50.24	\$55.26
					7/1/16		\$51.48	\$56.63
					7/1/17		\$52.25	\$57.48
					7/1/18		\$53.30	\$58.63
					7/1/19		\$54.63	\$60.09
					7/1/20		\$56.27	\$61.90
					10/30/20		\$57.65	\$63.42
					7/1/12		\$37.60	\$41.36
6502	22	5	Maintenance Helper	83%	7/1/12		\$36.90	\$40.66
					7/1/13		\$38.40	\$42.24
					7/1/14		\$39.65	\$43.62
					7/1/15		\$40.64	\$44.70
					7/1/16		\$41.65	\$45.82
					7/1/17		\$42.27	\$46.50
					7/1/18		\$43.12	\$47.43
			Check	83%	7/1/19		\$44.20	\$48.62
					7/1/20		\$45.52	\$50.07
					10/30/20		\$46.44	\$51.08
7120	22	1	Generation Warehouse Lead		7/1/18		\$50.91	\$56.00
				98%	7/1/19		\$52.19	\$57.40
					7/1/20		\$53.75	\$59.13
					10/30/20		\$54.83	\$60.31
Plant Helper								
% Equal to Journeyman Rate								
8301	22	2	1-12 Months	55%	7/1/18		\$28.57	\$31.43
					7/1/19		\$29.29	\$32.22
					7/1/20		\$30.17	\$33.19
			Check	55%	10/30/20		\$30.77	\$33.85

Note: \$1.33 Movement of monies from wages to pension effective 8-14-02								
Note: \$.70 Movement of monies from wages to pension effective 7-1-12								
Note: All 100% jobs are in the system as Grade 1, updated the Grade Step Table to reflect this, 6/23/2020								
Note: 10/30/2020 is Day 1 following the Transition Agreement								
Job Code	Grd	Step	Job Classification	%	Effective Date	Change	Hourly Rate	10 % Longevity
8302	22	3	13-18 Months		1/7/18		\$33.77	\$37.15
					7/1/19		\$34.62	\$38.08
					7/1/20		\$35.65	\$39.22
			Check	65%	10/30/20		\$36.37	\$40.01
8303	22	4	19-24 Months		7/1/18		\$38.97	\$42.87
					7/1/19		\$39.94	\$43.94
					7/1/20		\$41.14	\$45.26
			Check	75%	10/30/20		\$41.96	\$46.16
8304	22	5	After 24 Months		7/1/18		\$43.12	\$47.43
					7/1/19		\$44.20	\$48.62
					7/1/20		\$45.52	\$50.08
			Check	83%	10/30/20		\$46.44	\$51.08
				5%	3/1/18		\$56.15	\$61.77
7112	24		Sr. Maint Op IGT		7/1/18		\$57.28	\$63.01
			**Add 5% to Grade 7		7/1/19		\$58.71	\$64.59
					7/1/20		\$60.47	\$66.52
					10/1/20		\$61.69	\$67.86
			SPP Maintenance Operator Trainee					
	25		% Equal to Maintenance Operator Rate					
6710	25	1	First 1,000 Hours		7/1/18		\$33.77	\$37.15
					7/1/19		\$34.62	\$38.08
					7/1/20		\$35.65	\$39.22
			Check	65%	10/30/20		\$36.37	\$40.01
6711	25	2	1001 to 2000 Hours		7/1/18		\$36.37	\$40.01
					7/1/19		\$37.28	\$41.01
					7/1/20		\$38.40	\$42.24
			Check	70%	10/30/20		\$39.17	\$43.09
6712	25	3	2001 to 3000 Hours		7/1/18		\$38.97	\$42.87
					7/1/19		\$39.94	\$43.94
					7/1/20		\$41.14	\$45.26
			Check	75%	10/30/20		\$41.96	\$46.16

Note: \$1.33 Movement of monies from wages to pension effective 8-14-02								
Note: \$.70 Movement of monies from wages to pension effective 7-1-12								
Note: All 100% jobs are in the system as Grade 1, updated the Grade Step Table to reflect this, 6/23/2020								
Note: 10/30/2020 is Day 1 following the Transition Agreement								
Job Code	Grd	Step	Job Classification	%	Effective Date	Change	Hourly Rate	10 % Longevity
6713	25	4	3001 to 4000 Hours		7/1/18		\$41.56	\$45.71
					7/1/19		\$42.60	\$46.86
					7/1/20		\$43.87	\$48.26
			Check	80%	10/30/20		\$44.76	\$49.24
6714	25	5	4001 to 5000 Hours		7/1/18		\$44.16	\$48.57
					7/1/19		\$45.26	\$49.79
					7/1/20		\$46.62	\$51.28
			Check	85%	10/30/20		\$47.56	\$52.32
6715	25	6	5001 to 6000 Hours		7/1/18		\$46.75	\$51.43
					7/1/19		\$47.92	\$52.72
					7/1/20		\$49.36	\$54.30
			Check	90%	10/30/20		\$50.36	\$55.40
6716	25	7	6001 to 8000 Hours		7/1/18		\$49.35	\$54.29
					7/1/19		\$50.59	\$55.65
					7/1/20		\$52.10	\$57.31
			Check	95%	10/30/20		\$53.15	\$58.47
					7/1/12		\$27.18	\$29.90
5538	27		Project Clerk	60%	7/1/12		\$26.48	\$29.20
					7/1/13		\$27.76	\$30.54
					7/1/14		\$28.66	\$31.53
					7/1/15		\$29.38	\$32.32
					7/1/16		\$30.11	\$33.12
					7/1/17		\$30.56	\$33.62
					7/1/18		\$31.17	\$34.29
			Check	60%	7/1/19		\$31.95	\$35.15
					7/1/20		\$32.91	\$36.20
					10/30/20		\$33.57	\$36.93
Note: Apprentice Wireman are to be paid a percentage of the Generation Agreement Journeyman Wage Rate, as determined by the Apprenticeship								

**Wage Rates and Classifications
Information Services Employees
Contract Period July 1, 2017 through June 30, 2021**

Note: \$.53 Movement of monies from wages to pension effective 7-18-02
 Note: \$.70 Movement of monies from wages to pension effective 7-1-12
 Note: 10/30/2020 Day 1 for Transition Agreement Wage Change

Job Code	Grade / Job Classification	Effective Date	Change	Steps							10%
				Start	6 months	1 Year	2 Years	3 Years	Longvty	4 Years	Longvty
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 98	Step 6	Step 99
Grade 2											
5102	PC Support Specialist I	7/1/2017	1.50%	\$ 24.75	\$ 26.14	\$ 27.64	\$ 29.17	\$ 30.76	n/a	\$ 32.47	na
5105	Software Support Specialist I	7/1/2018	2.00%	\$ 25.25	\$ 26.66	\$ 28.19	\$ 29.75	\$ 31.38	n/a	\$ 33.12	na
		7/1/2019	2.50%	\$ 25.88	\$ 27.33	\$ 28.90	\$ 30.50	\$ 32.16		\$ 33.95	
		7/1/2020	3.00%	\$ 26.66	\$ 28.15	\$ 29.76	\$ 31.41	\$ 33.13		\$ 34.97	
		10/30/2020	2.00%	\$ 27.11	\$ 28.54	\$ 30.32	\$ 32.10	\$ 33.89		\$ 35.67	
Grade 3											
3402	Analyst/Programmer Trainee	7/1/2017	1.50%	\$ 27.71	\$ 29.26	\$ 30.82	\$ 32.52	\$ 34.35	n/a	\$ 36.27	n/a
5106	Software Support Specialist II	7/1/2018	2.00%	\$ 28.26	\$ 29.85	\$ 31.43	\$ 33.17	\$ 35.03	n/a	\$ 36.99	n/a
		7/1/2019	2.50%	\$ 28.97	\$ 30.59	\$ 32.22	\$ 34.00	\$ 35.91		\$ 37.92	
		7/1/2020	3.00%	\$ 29.84	\$ 31.51	\$ 33.18	\$ 35.02	\$ 36.99		\$ 39.05	
		10/30/2020	2.00%	\$ 30.27	\$ 31.86	\$ 33.86	\$ 35.85	\$ 37.84		\$ 39.83	
Grade 4											
5104	PC Support Specialist II	7/1/2017	1.50%	\$ 30.95	\$ 32.65	\$ 34.48	\$ 36.35	\$ 38.35	n/a	\$ 40.47	\$ 44.52
5106	Software Support Specialist (Grandfathered)	7/1/2018	2.00%	\$ 31.57	\$ 33.31	\$ 35.17	\$ 37.07	\$ 39.11	n/a	\$ 41.28	\$ 45.41
		7/1/2018	2.50%	\$ 32.36	\$ 34.14	\$ 36.05	\$ 38.00	\$ 40.09		\$ 42.31	
		7/1/2020	3.00%	\$ 33.33	\$ 35.16	\$ 37.13	\$ 39.14	\$ 41.29		\$ 43.58	
		10/30/2020	2.00%	\$ 33.78	\$ 35.56	\$ 37.78	\$ 40.01	\$ 42.23		\$ 44.45	
Grade 5											
3404/3415	Analyst/Programmer	7/1/2017	1.50%	\$ 34.68	\$ 36.60	\$ 38.63	\$ 40.75	\$ 42.95	\$ 47.25	\$ 45.33	\$ 49.87
3410	Lead Support Specialist	7/1/2018	2.00%	\$ 35.38	\$ 37.33	\$ 39.40	\$ 41.57	\$ 43.81	\$ 48.19	\$ 46.24	\$ 50.86
		7/1/2019	2.50%	\$ 36.26	\$ 38.27	\$ 40.39	\$ 42.61	\$ 44.91	\$ 49.40	\$ 47.39	\$ 52.14
		7/1/2020	3.00%	\$ 37.35	\$ 39.41	\$ 41.60	\$ 43.88	\$ 46.26	\$ 50.88	\$ 48.81	\$ 53.70
		10/30/2020	2.00%	\$ 37.84	\$ 39.83	\$ 42.32	\$ 44.81	\$ 47.30	\$ 52.28	\$ 49.79	\$ 54.77
Grade 7											
3409	Database Administrator	7/1/2017	1.50%	\$ 39.62	\$ 41.79	\$ 44.07	\$ 46.47	\$ 49.05	n/a	\$ 51.71	n/a
3414	Lead Analyst/Programmer	7/1/2018	2.00%	\$ 40.41	\$ 42.62	\$ 44.95	\$ 47.40	\$ 50.04	n/a	\$ 52.75	n/a
3406	Network Administrator	7/1/2019	2.50%	\$ 41.42	\$ 43.69	\$ 46.08	\$ 48.58	\$ 51.29		\$ 54.07	
3413	Systems Administrator	7/1/2020	3.00%	\$ 42.66	\$ 45.00	\$ 47.46	\$ 50.04	\$ 52.83		\$ 55.69	
		10/30/2020	2.00%	\$ 43.17	\$ 45.44	\$ 48.28	\$ 51.12	\$ 53.96		\$ 56.80	

APPENDIX F LETTERS OF AGREEMENT

Attached to this Collective Bargaining Agreement are the Letters of Agreement the Parties have been able to locate and identify as being still in effect. Please note, however, the list is not exhaustive.

Mr. Tom S. Kolasinski
Interim General Manager
Chugach Electric Association
P.O. Box 3518
Anchorage, Alaska 99501

Dear Mr. Kolasinski:

LETTER OF UNDERSTANDING

This will confirm the understanding reached during our negotiations concerning the special workweek for Generation Plant roving maintenance crew while at Beluga Power Plant.

Roving maintenance while at Beluga may work a four (4) day workweek, four ((4) ten (10) hour days), if scheduling permits.

If a holiday falls during the four (4) day workweek the workweek shall revert back to a five (5) day workweek.

If a person starts the four (4) day workweek and is called to town he will finish the week as a four (4) day workweek.

Employees who take leave during the four (4) day workweek will revert to a five (5) day workweek or the leave may be charged as ten (10) hours per day.

Section 5.1(d) second paragraph would not apply to four (4) day workweek or employees who volunteer to work out of town.

The first ten (10) hours of each day will be charged to the straight time rate. All time over ten (10) hours per day or forty (40) hours per week will be paid at the overtime rate.

AGREED AND ACCEPTED THIS 16th day of December, 1983.

CHUGACH ELECTRIC ASSOCIATION

IBEW, LOCAL 1547

T.S. Kolasinski
T.S. KOLASINSKI
GENERAL MANAGER

Jim Cooper
JIM COOPER
BUSINESS REPRESENTATIVE

LETTER OF UNDERSTANDING

By and Between
Chugach Electric Association, Inc.
Generation Plant Personnel Agreement
and
International Brotherhood of Electrical Workers, Local 1547

This letter will confirm the understanding reached between Chugach Electric Association, Inc. (Chugach) and the International Brotherhood of Electrical Workers, Local 1547 (IBEW) during our discussions concerning future bid awards to the position of Senior Power Dispatcher.

Chugach and the IBEW agree that experience as a Power Dispatcher in the Chugach Power Control Center outweighs general experience at Chugach with respect to qualifications for advancement from Power dispatcher to Senior Power Dispatcher. Therefore, it is agreed that Article 3, Section 3.4.3, Job Award, of the Generation Plant Personnel Agreement between Chugach and the IBEW will be interpreted as follows for promotions to Senior Power Dispatcher:

“bargaining unit seniority” as used in the third of three factors to be considered by the Bid Committee will first count time served in the Power Control center as a Power Dispatcher. If time served in the Power Control Center as a Power Dispatcher is equal, bargaining unit seniority will be used as a deciding factor.

IBEW Local Union No. 1547

Chugach Electric Association, Inc.

By: 
Jerry Holder
Business Representative

By: 
Mary Tesch
Director, Human Resources

Agreed to: December 20, 2001

**LETTER OF UNDERSTANDING
BETWEEN
CHUGACH ELECTRIC ASSOCIATION, INC.
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547
GENERATION PLANT PERSONNEL AGREEMENT**

Standby Shift Change – Telecommunications Department

Effective with the date of this Letter of Understanding, the standby coverage for the Telecommunications Department will be changed to cover an additional three hours during weekdays to accommodate a one-shift schedule for the Standby Electronic Technicians.

Normal Electronics Technician hours will be from:

Shift A: 7:30 AM to 6:00 PM, Monday through Thursday

Shift B: 7:30 AM to 6:00 PM, Tuesday through Friday

Electronic Technicians not scheduled for standby – 8:00 AM to 4:30 PM Monday through Friday.

Management reserves the right to change the Electronics Technicians not scheduled for the standby shift to 7:30 AM to 4 PM Monday through Friday so that all Electronics Technicians begin work at the same time.

Day	Hours	Responsibility	Compensation
Monday	8 AM – 5 PM	Management	
Evening Shift	5 PM - 8 AM	Electronics Technician	2.5 hrs
Tuesday	8 AM – 5 PM	Management	
Evening Shift	5 PM – 8 AM	Electronics Technician	2.5 hrs
Wednesday	8 AM – 5 PM	Management	
Evening Shift	5 PM – 8 AM	Electronics Technician	2.5 hrs
Thursday	8 AM – 5 PM	Management	

Letter of Understanding

Standby Shift – Telecommunications Department

Page Two

Evening Shift	5 PM –8 AM Electronics Technician	2.5 hrs
Friday	8 AM – 5 PM Management	
Evening Shift	5 PM –8 AM Electronics Technician	2.5 hrs
Saturday-Sunday	8 AM - 8 AM Electronics Technician	4 hrs
Sunday-Monday	8 AM - 8 AM Electronics Technician	4 hrs

Note: For many years, the Power Dispatchers have had trouble locating an Electronics Technician at the beginning and end of the shift. Even though an Electronics Technician may be scheduled to be in at 6:00 AM or stay until 6:00 PM, the Electronics Technician may be out of town or on the way to Beluga. By scheduling an Electronics Technician to be on standby during all non-working hours, the Power Dispatcher will have one phone number to call for communication failures.

Agreed to this 29 day of October, 2002:



Mary Tesch – Director
Human Resources
Chugach Electric Association, Inc.



Jerry Holder – Business Representative
International Brotherhood of
Electrical Workers – Local 1547

**LETTER OF UNDERSTANDING
BETWEEN
CHUGACH ELECTRIC ASSOCIATION, INC.
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547
GENERATION PLANT PERSONNEL AGREEMENT**

Overtime Guidelines – Telecommunications Department

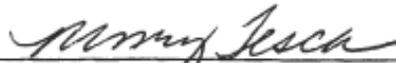
It is mutually agreed that this agreement is for a one (1) year trial basis to become effective as of January 1, 2003. The intention of this agreement is to address the business needs of Chugach Electric Association, Inc. (CEA) and ensure there is an equalization of overtime worked by the represented employees of the Telecommunications Department as required in Article 5, Section 5.2.2 (a), (b) of the Generation Plant Personnel Agreement.

The guidelines are as follows:

1. As of January 1, 2003, and for the purpose of distributing overtime opportunities equitably, all employees will start at "0" hours of overtime. Initially overtime shall be offered to the employee with the highest seniority. The Communication Department will use the "Call Out Program" utilized for after hour call outs for employees covered by the Outside Plant Personnel Agreement.
2. Hours worked due to an employee being called out while off duty will not be used in the calculation for the equitable distribution of overtime opportunities.
3. Critical skill or project overtime will not be included unless an employee with less expertise can be trained in a timely manner to be proficient to perform the required task.
4. Overtime classified as "general" will be offered to all employees in an equitable manner determined by which employee has the least amount of overtime.

5. An employee that is not available to work due to being ill, on worker compensation or on vacation, shall not have those opportunities to work overtime when they were not available used in the calculation for the equitable distribution of available overtime work opportunities.

Agreed to this 3 day of ^{March 2003}~~November, 2002~~:



Mary Tesch – Director
Human Resources
Chugach Electric Association, Inc.



Jerry Holder – Business Representative
International Brotherhood of
Electrical Workers – Local 1547

LETTER OF AGREEMENT
SOUTHCENTRAL POWER PLANT

Chugach Electric Association, Inc. ("Employer") and International Brotherhood of Electrical Workers Local 1547 ("Union") hereby agree as follows:

The Employer is currently constructing a new power plant in Anchorage known as the Southcentral Power Plant ("SPP");

The Employer and Union desire to provide employment opportunities for qualified employees presently working under the Generation Plant Personnel collective bargaining agreement;

The Employer and Union mutually desire to reach agreement regarding terms and conditions of employment for employees selected to work at the SPP;

The Employer and Union wish to facilitate a timely and efficient commencement of operations of the SPP;

The Employer and Union hereby agree as follows:

1. **Adoption of Generation Plant Personnel CBA.** The terms of the collective bargaining agreement covering terms and conditions of employment for Generation Plant Personnel ("Generation CBA") between the Employer and Union, extended by Letter of Agreement dated January 20, 2010, shall govern the terms and conditions of employment for employees assigned to work at the SPP to the extent not inconsistent with this Letter of Agreement. This Letter of Agreement shall remain in effect for the duration of the Generation CBA.

2. **Recognition of Equipment Ownership Prior to Substantial Completion Date.** SPP is being constructed and commissioned pursuant to a Substantial

Completion Date, presently December 1, 2012, in accordance with the Engineering, Procurement and Construction Contract for SPP. Certain equipment in SPP will not be owned by the Employer until the Substantial Completion Date. Therefore, nothing in this Agreement shall preclude any third party from operating such equipment prior to the Substantial Completion Date or any extension of the Substantial Completion Date.

3. **Training.** The Employer will provide training to employees regarding operation and maintenance of the SPP. Training will occur incrementally, in phases. The type/duration of training and number of employees to be trained at any given time will be determined by the Employer. Prior to Substantial Completion Date of SPP, the work schedule for training is anticipated to be 5-8s subject to the needs to plant commissioning.

3.1 **Computer Based Training.** Employees that remain at other Chugach power plants while SPP is operational will have access to computer-based SPP site specific training modules no later than the Substantial Completion Date.

4. **Staffing of SPP**

4.1 **Notice of SPP Vacancies.** The Employer shall notify the Union of anticipated SPP vacancies by posting positions consistent with the Generation CBA.

4.2 **Bidding.** The Employer will waive certain qualification and experience prerequisites specified in the position descriptions in order to give existing employees the opportunity to bid on new positions at SPP prior to the Substantial Completion Date. Required Skills & Abilities per each position description shall not be waived.

4.3 **Job Award.** Within five (5) calendar days after the closing of the bids, the bidders will be considered and the job awarded. There shall be no second bid committee.

4.4 **Close of Initial Bid Period.** At the close of the initial bid period but prior to the Substantial Completion Date, the Employer and Union shall meet and negotiate resolution to any staffing issues which may impact the operation and maintenance of existing facilities. Affected employees may provide input prior to the final agreement between the parties.

4.5 **Probationary Periods.** All employees awarded a regular SPP position shall serve a probationary period that is consistent with the current Generation CBA, except for Trainee's. Trainees are not addressed in the Generation CBA and will follow what is written in this LOA . The duration of an employee's probationary period will be governed by: (1) the date the employee begins working at SPP; (2) whether the employee at the time he/she begins working at SPP begins at the full proficiency level or as a Trainee; and (3) whether the employee at the time he/she begins working at SPP is a regular employee as that term is used in Section 3.1.3 of the Generation CBA or a non-regular employee.

4.5.1 **Probationary Period for Regular Employees Awarded A Regular SPP Position before the Substantial Completion Date.** Will be consistent with section 3.4.3 Job Award in the current Generation CBA).

4.5.2 Probationary Period for Regular Employees

Awarded A Regular SPP Position after the Substantial Completion Date. Will be consistent with section 3.4.3 Job Award in the current Generation(CBA).

If the employee is awarded the bid as a Trainee, he/she shall serve a probationary period not to exceed ninety (90) calendar days. If at any time during this probationary period, but prior to the time the employee is tested and deemed fully proficient per the relevant position description, the Employer determines the employee is not suited for the position, the Employer or the Union can exercise Section 3.4.4 (Re-evaluation) of the Generation CBA with the Bid Committee for each affected employee. Employees so removed from SPP by the Employer shall retain return rights to their former position consistent with Section 3.4.4 of the Generation CBA during the probationary period or until the employee is tested and deemed fully proficient per the relevant position description, whichever occurs first.

4.5.3 Probationary Period for Non-Regular Employees

Hired for SPP. A non-regular employee hired to work at SPP shall serve a probationary period beginning on the start date at SPP. The duration of the probationary period for a non-regular employee hired to work at SPP shall be governed by whether the individual, at the time of hire, is hired at the full proficiency level or as a Trainee.

If the non-regular employee is hired at the full proficiency level, he/she shall serve a ninety (90) calendar day probationary period. During this period of probationary employment for the non-regular full proficiency level employee, the employee may be laid off or discharged and such actions by the Employer shall not be subject to the grievance arbitration provisions of the Generation CBA.

If the non-regular employee is hired as a Trainee, he/she shall serve a probationary period of ninety (90) calendar days. During this period of probationary employment for the non-regular Trainee, the employee may be laid off or discharged and such actions by the Employer shall not be subject to the grievance arbitration provisions of the Generation CBA.

4.6 **Bidding.** The language in Section 3.4.2 that says “employees are limited to one successful bid during any twelve (12) month period” will be waived so that all employees will be able to bid on upcoming positions at SPP for positions bid prior to the Substantial Completion Date.

4.7 **Bid Pay.** The parties agree that due to constraints associated with ongoing maintenance and operation of the Beluga Power Plant and the unique challenges of selecting and training employees to staff SPP, the requirement in Section 3.4.3(a) that “the employee must actually be available at work and able to assume the bid position on the date of the bid award, for the bid award to result in a change in job duties or a wage rate change” shall not apply. Employees will receive the wage rate of the bid position as soon as they have been awarded the position.

5. **Right of Employer to Provide Training.** As determined by the employer Chugach Electric shall provide training through the Employer’s managerial/supervisory personnel or through third parties including hands on training to employees, managers or supervisors to ensure SPP can operate safely and efficiently. Training shall include hands on training using generation assets. Union agrees that bargaining unit members will actively and constructively participate in training.

6. **Normal Workday and Workweek**

6.1 **Workday and Workweek SPP Maintenance Operator.** The following provisions shall define the twelve (12) hour shift schedule for SPP Maintenance Operators.

6.1.1 **Twelve (12) Hour Shift Schedule.** Covered employees shall work a twelve (12) hour shift; The Day Shift shall be from 0700 hours to 1900 hours; The Night Shift shall be from 1900 hours to 0700 hours. The workweek is defined as Saturday 1901 hours to the following Saturday at 1900 hours. Shift schedules shall be determined by Employer consistent with procedures established in the Generation Plant Personnel Agreement. This shift cycle shall be based on a published schedule. On the published schedule, the Night Shift will begin at 1900 hours the night before the listed "N".

6.1.2 **Shift Differential Premium.** A shift Differential Premium will be paid for all hours worked on the Night Shift (between 1900 and 0700), per section 5.3.3 of the current Generation CBA. The shift differential escalation in section 5.3.3 will not apply to regularly scheduled work on the 35 day published cycle, including shifts designated in the "Reserve Schedule".

6.1.3 **Overtime.** Employer shall pay employees overtime based on the Night Shift Differential Base Premium rate for all scheduled hours worked in the workweek over forty (40). Overtime pay will be calculated on a separate line on the time sheet so that it is not confused with any other compensation that may be earned during the same workweek. Overtime pay shall be at the overtime rate for the shift worked.

6.1.4 Reserve Schedule. A scheduled "Reserve Schedule" shall be three consecutive "like" twelve (12) hour shifts. The Employer may reschedule the Reserve Schedule (designated as "RRR") to any days in the workweek and/or any shift within the workweek without increasing overtime rates so long as the Reserve Schedule is changed prior to five (5) days of its scheduled time and the schedule remains consecutive.

6.1.5 Changes to Reserve Schedule. Employer changes in the Reserve Schedule made within five (5) days of the scheduled Reserve Schedule shall be compensated as follows: The affected employee will be paid overtime based on the base rate for the shift worked for the first twelve (12) hour shift worked; The next two shifts will be paid at the regular base rate for the shift worked.

6.1.6 Mealtime. Employees working with no designated mealtime will eat at their workstation on company time when work permits.

6.1.7 Ten (10) Hour Relief Period for Maintenance Operator. A Maintenance Operator working shifts provided in Section 5.5.1 of the Generation CBA, who is called on duty for more than two (2) hours and within ten (10) hours of the start of the employee's next scheduled workday shall be paid at the double time rate for such hours worked and shall be paid the double time rate for working the employee's immediately subsequent workday.

7.0. Non-Operations Personnel Normal Workday and Workweek. Consistent with the Generation CBA, non-operations employees working at SPP, will normally work a four days on three days off/ten hours per day (4-10s) schedule (4 day schedule) or a five days on two days off/eight hours per day (5-8s) schedule (5 day

schedule) depending upon operational needs as determined by the Employer. Work hours during the 4-10s schedule shall be from 0700 to 1730 and work hours during the 5-8s schedule shall be from 0700 to 1530 with ½ hour unpaid lunch.

8. **Temporary Reassignment of SPP Employee to Other Locations.** The Employer may temporarily reassign SPP employees to work locations other than at the SPP, consistent with the existing Generation Agreement.

9. **Moving Expenses.** Moving expenses shall be paid to employees in accordance with Section 5.1.3(f) of the Generation CBA.

10. **Bumping.** Bumping rights for all employees will be governed by the current Generation CBA language (Sections 3.5, 3.5.1, 3.5.2, 3.5.3). In order to ensure that employees at Beluga Power Plant can bump employees at SPP under Section 3.5.2 of the Generation CBA, Chugach will consider other job classifications and those at SPP to be like classifications as detailed in Appendix A. Senior status is not a separate classification.

11. **Steward.** The union will select, and the employer will recognize, a new steward for SPP per Section 2.6 of the Generation CBA.

12. **Equitable Distribution of Overtime** Section 5.2.2 (b) of the Generation CBA shall apply to SPP. Documentation will be maintained to demonstrate ongoing compliance with the Generation CBA.

13. **Call Out Pay.** An employee who accepts a call-out for SPP shall be considered to be working and shall receive the appropriate wage rate for all hours from the time the call is accepted until he completes the call and returns to SPP in accordance with the Generation CBA Section 5.2.2 (f).

14. **Applicability of Generation CBA Provisions.** This Letter of Agreement shall govern the terms and conditions of employment for SPP personnel. The terms of the Generation CBA shall apply to SPP classifications listed in Appendix A of this Letter of Agreement to the extent they are not inconsistent with the terms of this Letter of Agreement. This Letter of Agreement shall supersede any terms or conditions in the Generation CBA that are expressly inconsistent with the terms of this Letter of Agreement.

SIGNATURE PAGE

AGREED TO:

CHUGACH ELECTRIC ASSOCIATION,
INC. ("Employer")

INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS LOCAL 1547
(Union")

By: Bradley Egan
Chief Executive Officer

By: Mel Arden
Business Manager

Date: March 15, 2012

Date: 3-15-2012

APPENDIX A

SPP Wage Rates and Classifications

The job classifications and wage rates listed in this Appendix A are covered by this Letter of Agreement.

<u>Job Classifications</u>	<u>Wage Rates</u>		
	Trainee	Fully Proficient	Senior
Maintenance Operator Southcentral Power Plant	85%	100%	105%
Maintenance Electrical Technician Southcentral Power Plant	85%	100%	105%
Maintenance Instrumentation & Control Technician Southcentral Power Plant	85%	100%	105%
Maintenance Mechanical Technician Southcentral Power Plant	85%	100%	105%

Like Classifications for Purposes of Reduction in Force (RIF) and Bumping Rights under Section 3.5 of the Generation CBA.

Southcentral Power Project Position	Like Classification
Maintenance Operator Southcentral Power Plant	Power Plant Relief Maintenance Operator Power Plant Maintenance Operator Power Plant Maintenance Operator, IGT
Maintenance Electrical Technician Southcentral Power Plant	Maintenance Electrician
Maintenance Instrument & Controls Technician Southcentral Power Plant	Instrument & Controls Technician
Maintenance Mechanical Technician Southcentral Power Plant	Maintenance Technician Generation Foreman, Beluga

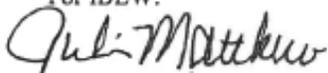
Note: The parties agree that only the current hydro operators employed at CEA on the date this agreement is executed, will be considered to be a "Like Classification" to the "Maintenance Operator Southcentral Power Plant", for the purpose this list was designed for.

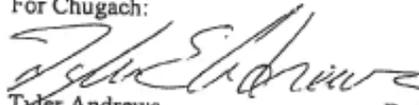
Letter of Agreement
By and Between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the
Generation Plant Bargaining Unit
Re: Beluga Maintenance Operator Stand-by Pay

Chugach Electric Association, Inc. (CEA) and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) enter into this agreement to address the stand-by pay for Beluga Maintenance Operator stand-by pay. To this end, the parties agree to the following:

1. Compensation for Beluga Operator stand-by hours will be two (2) hours of straight time pay for every twelve hours of stand-by performed. Any call resulting in an Operator leaving his Beluga Camp/Residence at the direction of management or using specified automated alarms at the Chugach Dispatch Center will result in the Operator being compensated at the applicable overtime rate.
2. Beluga Operators working on the same shift will alternate stand-by duties. Operators may arrange coverage of their own stand-by duty by another Operator if approved by the Supervisor.
3. Stand-by hours will be from 7:00 pm to 7:00 am and will cover every day of each Beluga Shift.
4. Operators will carry a Chugach-provided device such as a handheld radio, smart phone, cell phone or pager as directed by the Supervisor while on stand-by, stay within range of the device, and respond to any call within 15 minutes. Operators should remain in such proximity to the Beluga Power Plant as to be on site in the Control Room within 30 minutes of receiving a call-out.

It is understood between the parties that the above agreement is entered into for the sole purpose of resolving this particular set of circumstances.

For IBEW:

Julius Matthew
Business Representative
Date 1-28-16

For Chugach:

Tyler Andrews
VP, Member & Employee Services Division
Date 1/13/2016

Letter of Agreement
By and Between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the
Generation Plant Bargaining Unit

Re: Generation warehouse worker and Generation warehouse lead, Position description and wages

This letter is to confirm the agreement reached concerning the above mentioned job classifications. It is mutually agreed to establish the new position of Generation Warehouse Lead.

The classification of Generation Warehouse Lead will be added to Wage rates and Classifications within the agreement.

It is agreed that the wage rate for the Generation Warehouse Worker will be 93% of the current 100% wage rate within the Generation agreement.

It is agreed that the wage rate for the Generation Warehouse Lead will be 98% of the current 100% wage rate within the Generation agreement.

The Generation Warehouse Worker will be paid Generation Warehouse lead pay while the Lead is absent from work, consistent with Section 5.1.4 of the CBA.

The purpose and intent of this letter is to establish the new position of Generation Warehouse Lead and establish the wage rate for both positions mentioned above.



For IBEW
Julius Matthew
Business Representative
Division

8-31-16

Date



For Chugach
Tyler Andrews
VP, Member & Employee Services

8/31/2016

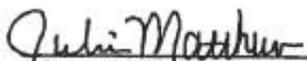
Date

**Letter of Agreement
between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Generation Plant Personnel Bargaining Unit
Re: Discontinuation of Kenai Flights**

Recognizing the changes associated with the operations of the Beluga Power Plant and limited availability of scheduled flights from Kenai to Beluga, Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) mutually agree to the following:

1. Providing employer paid regularly scheduled direct air transport from Kenai to Beluga is not currently available or cost effective and as a result the parties acknowledge that employer paid regularly scheduled flights between Kenai to Beluga are discontinued. In the event that that these flights become cost effective or required by operational need, the employer may choose to restore the employer paid Kenai to Beluga flights and discontinue the Kenai to Anchorage flights
2. In exchange, Chugach Electric will provide employer-paid air transport (via scheduled carrier) from Kenai to Anchorage and Anchorage to Kenai for the sole purpose of meeting the regular crew flight from Anchorage to Beluga and Beluga to Anchorage.
3. Parking at the Kenai airport will also be paid for or reimbursed by the employer.
4. When employees accept over time and there are no flights available from Kenai to Anchorage or Anchorage to Kenai (due to issues such as scheduling or weather) and the employee chooses to drive from Kenai to Anchorage or Anchorage to Kenai, the employer will pay mileage to the employee.
5. When an employee is in Anchorage, traveling from Kenai to BPP for work and through no fault of his/her own has to spend the night in Anchorage, the employer will reimburse the employee for the cost of the hotel and meals.
6. In the future if the use of BPP increases beyond the operational level at the time regularly scheduled direct flight between Kenai Beluga were stopped the parties agree to revisit this LOA.

The parties agree that this agreement adds to, but does not modify existing terms of the CBA.


Julius Matthew,
Business Representative, IBEW

1-30-17
Date


Tyler Andrews,
VP, Member & Employee Services

1/30/2017
Date

**Letter of Dispute Resolution
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Generation Plant Personnel Bargaining Unit**

Re: Southcentral Power Plant (SPP) Senior Pay

Chugach Electric Association, Inc. (CEA) and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) enter into this agreement to address the Senior Pay for those Chugach Bargaining Unit Members currently employed at Southcentral Power Plant (SPP). To that end, the parties agree to the following:

Employees on the list below with two and on half years (2.5 years) of service at SPP will receive the five percent (5%) senior pay added to their current hourly rate. These employees will continue to participate in the program including completing or maintaining any training required to retain the 5% Senior Pay.

Employees on the list below with less than two and on half years (2.5 years) of service at SPP will receive the five percent (2.5%) of the Senior Pay added to their current hourly rate. These employees will continue to participate in the program including completing or maintaining any training required to advance to the 5% Senior Pay level.

Pay changes associated with this agreement will be effective with the first pay period after the parties have agreed to and finalized this agreement.

Employee Name	Years/Mo at SPP	Job Title
Pettit, Travis W.	4y 9m	Maint. Electrical Tech SPP
Goode, Brian K.	6y	Maint. Electrical Tech SPP
Muldowney, Richard D	2y 2m	Maint. I & C Tech SPP
Gifford, Kenneth D.	5y 9m	Maint. I & C Tech SPP
Kazaitis, Richard F.	2y 11m	Maint. I & C Tech SPP
Thome, Charles J.	2y 11m	Maint. Mechanical Techn SPP
Nicola, Timothy M.	2y 7m	Maint. Mechanical Techn SPP
Ross, Michael M.	2y 11m	Maint. Mechanical Techn SPP
Sepe, Paris J.	2y	Maintenance Operator IGT
Hartley, Jacob J	1y 11m	Maintenance Operator SPP
Baldrige, Derek G.	2y 8m	Maintenance Operator SPP
Hadden, Robert W.	5y 9m	Maintenance Operator SPP
Mitchell, Kyle B.	5y 8m	Maintenance Operator SPP
Mahan, Morrill D.	5y 9m	Maintenance Operator SPP

Elkins, Lee E.	4y 9m	Maintenance Operator SPP
Crowder, Casey S.	2y	Maintenance Operator SPP
Daoust, Andrew M.	5y 7m	Maintenance Operator SPP
Crutchfield, Mark A.	6y	Maintenance Operator SPP

~~NOTE: Technically Paris Sepc has never been moved from IGT, the same date that Brian Good was moved to SPP was the date used for Paris Sepc.~~ GM [Signature]

This agreement applies only to the employees named above. All future bargaining unit member employed in positions assigned to SPP will need to complete the entire Senior Pay program as developed between the parties. This agreement modifies no terms and conditions of the parties Collective Bargaining Agreement and is only entered into to address the specific matter between the parties.

[Signature]
 Julius Matthew
 Business Representative, IBEW

3-7-18
 Date

[Signature]
 Tyler Andrews
 VP, Member & Employee Services Division

03/09/2018
 Date

APPENDIX G

TRANSITION AGREEMENT

Transition Agreement
by and between
Chugach Electric Association, Inc. (Chugach)
and

International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel (OSP) Bargaining Unit, Generation Personnel
(GEN) Bargaining Unit, Office and Engineering (O&E) Bargaining Unit, and the
Municipal Light and Power (ML&P) Bargaining Unit

Background:

Chugach Electric (Chugach) is intending to buy Municipal Light and Power (ML&P) from the Municipality of Anchorage in a directed sale. This Transition Agreement is contingent on and, with the exception of the no layoff section, will ultimately only take effect at 12:01 a.m. on the date (the Effective Date) of the closing of the sale of ML&P to Chugach (projected to be no earlier than September 2019). The parties (Chugach and IBEW) reached this Agreement through interest based bargaining in consideration of the limited duration of available bargaining time and the desire to consider the needs of employees, members/rate payers, and the sustainability of Chugach and the Anchorage community.

Purpose:

This Agreement will transfer ML&P Bargaining Unit classifications into one of the three existing Chugach bargaining units as specifically agreed by the parties. This Transition Agreement details the efforts of both parties to limit the impact to ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units. All employees (employed in represented positions) hired after the Effective Date will be hired under the Chugach CBAs. Additionally, this Agreement will only modify the Chugach bargaining unit agreements (Chugach CBAs) as specifically stated herein and it is the desire of the parties to leave the Chugach CBAs and their attached letters of agreement, practices, and grievance resolutions undisturbed, except as otherwise specifically agreed by the parties in writing.

Incorporation by Reference:

Chugach and IBEW agree that the terms of the current Chugach CBAs between the parties which are scheduled to expire on June 30, 2021, including all Letters of Agreement, Letters of Understanding and/or Grievance Resolutions shall continue in full force and effect through and including 11:59 p.m. June 30, 2025, except where modified, added to or deleted by agreement of the parties in writing. The parties agree that this Transition Agreement is contingent upon the parties ratifying (IBEW) and approving (Chugach Board of Directors) the extended terms of the current Chugach CBAs prior to the closing date of the sale of ML&P to Chugach. The parties agree that in no case will the terms of any CBAs ultimately agreed to by the parties be less overall than the terms contained in this transition agreement. If either party fails to ratify the Collective Bargaining Agreements, this transition agreement will serve as the baseline for further Collective Bargaining Negotiations.

Duration:

The parties agree that the Chugach CBAs and the ML&P CBA will continue in full force and effect through the sale closing date for the sale of ML&P to Chugach. As of the Effective Date of this Transition Agreement (date of closing), the newly agreed-upon Chugach CBAs will go into effect and will remain in effect through June 30, 2025.

No Layoff:

The parties recognize that job security is an important factor in limiting the impact to ML&P employees transferred into the incumbent Chugach Bargaining Units. Accordingly, no bargaining unit employees will be laid off from the signing of this Transition Agreement through June 30, 2025. The layoff protection described in this section applies to all Bargaining Unit members (transferred ML&P employees, existing Chugach bargaining unit members, and those employees newly hired into the Chugach Bargaining Units). This "No Layoff" section will take effect with the signing of this agreement and shall not expire until the end of this Transition Agreement on June 30, 2025. The parties recognize that IBEW is responsible for securing a "No Layoff" agreement with ML&P on behalf of current ML&P bargaining unit members from the signing of this agreement through the closing date of the sale.

Attrition Cap:

The parties recognize that managing the size of the workforce is critical to the sustainability of Chugach and both parties have a strong desire to ensure that the work of employees is productive, necessary, and meaningful to the employee. The parties agree that attrition will be limited to 10% for the first twelve months after the closing of the sale. During the remaining years of this Transition Agreement, attrition will be limited to a maximum 5% per year across the combined Chugach Bargaining Units, based on employee counts on date of sale and anniversaries thereof. Chugach shall notify IBEW within 30 days of the decision to leave a position unfilled.

Health and Welfare:

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will participate in the health and welfare programs provided under the Chugach CBAs. Chugach will not participate in or otherwise continue coverage through the former ML&P plan(s).

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will continue to pay their then current employee share of their health and welfare premium. Effective April 1, 2020 ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will pay two percent (2.00%) of the monthly per employee premium charged to Chugach by the health trust. Premium participation for these employees will increase by two percent (2.00%) every April 1st of this agreement until the employee premium participation reaches ten percent (10.00%) on April 1, 2024. Employee contributions will not exceed 10% of H&W premium for the duration of this Agreement.

Effective April 1, 2021, Chugach bargaining unit members (with the exception of those transferred from ML&P) will have a fixed premium participation amount not to exceed ten percent (10.00%) of the monthly per employee premium charged to Chugach by the health trust.

No reduction in Wage Rates For Transferred ML&P Employees:

The parties recognize maintaining the existing wage rates of individual ML&P employees transferred into the Chugach Bargaining Units is critical to a successful integration into the Chugach organization. Therefore:

1. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will retain their then current wage rate including boiler premium, longevity pay, service recognition pay, or performance step pay (the factored rate) or move to the Chugach base pay rate for their agreed to classification, whichever is higher. All employees (employed in represented positions) hired after the Effective Date will be hired under the Chugach CBAs.
2. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will be eligible for any wage rate increase agreed to by the parties under the existing Chugach CBAs, with the following exceptions:
 - Effective, January 1, 2020, the base wage rates for the former ML&P employees shall increase one half percent (.5%) and a retroactive payment for the time period of July 1, 2019 through December 31, 2019 will be paid no later than February 1, 2020 based on a method agreed to by the parties.
 - Effective, July 1, 2020, the base wage rates for the former ML&P employees shall increase five percent (5%).
3. Chugach agrees to achieve base wage rate parity, by July 1, 2020, between current Chugach classifications in the Outside Plant, GEN, and O&E Agreements and former ML&P classifications that will belong to the Outside Plant, GEN, and O&E Bargaining Units. Parity will be achieved by increasing the base rates of the classifications that are lower, to meet the higher base rate. The parties recognize that in most cases under the Chugach Office and Engineering Agreement and under the Chugach Generation agreement the former ML&P employees will be moving to higher Chugach base wage rates.
4. Wage rate increases agreed to by the parties under the existing Chugach CBAs, including the Future Wage Increases enumerated below shall be applied to the former ML&P employee's base rate as of the effective date exclusive of any boiler premium, longevity pay, service recognition pay, or performance step pay. Longevity pay, service recognition pay, or performance step pay percentages will be frozen at the percentage in place for each employee as of the Effective Date.

Future Wage Increases, for all Bargaining Unit Members:

The parties recognize that stability is key for a successful transition and key to the wellbeing of employees. In recognition of the extension in duration of the Chugach CBAs the parties agree to the following future wage increases.

- Effective July 1, 2018, the base wage rates for all OSP, GEN, and O&E classifications shall increase by the Anchorage CPI-U at no less than two percent (2.0%) and at no more than two and one half percent (2.5%).
- Effective July 1, 2019, the base wage rates for all OSP, GEN, and O&E classifications (exclusive of former ML&P employees) shall increase by the Anchorage CPI-U at no less than two percent (2.0%) and at no more than two and one half percent (2.5%).

- Effective July 1, 2020, the base wage rates for all OSP, GEN, and O&E classifications (exclusive of former ML&P employees) shall increase by five percent (5%).

The parties agree that the following percentage wage increases will apply to all Chugach OSP and GEN bargaining unit members, including former ML&P employees employed in these units:

- Effective July 1, 2021, the base wage rates for all OSP and GEN classifications shall increase by two percent (2%).
- Effective July 1, 2022, the base wage rates for all OSP and GEN classifications exclusive of IS shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3.0%).
- Effective July 1, 2023, the base wage rates for all OSP and GEN classifications exclusive of IS shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3.0%).
- Effective July 1, 2024, the base wage rates for all OSP and GEN classifications shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three and three tenths percent (3.3.0%).
- Effective July 1, 2022 and 2023, the base wage rates for IS GEN classifications shall increase by two and one half percent (2.5%).

To make progress toward pension parity Chugach must attempt to balance wage rate and pension rate increase for the O&E Bargaining Unit. The parties agree that the following percentage wage increases will apply to all Chugach O&E bargaining unit members:

- Starting with July 1, 2021 and each July 1 through 2023, the base wage rates for all classifications shall increase by two percent (2%).
- Starting with July 1, 2024 the base wage rates for all classifications shall increase by two and one half percent (2.5%).

Pension:

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will participate in the pension programs provided under the Chugach CBAs. Chugach will not participate in or otherwise continue coverage through the former ML&P plan(s). Specifically, Chugach will not participate in, contribute to, or take over any obligation from the State of Alaska Public Employees Retirement System.

Pension Contribution Rate: ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will retain their current pension contribution rate. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will be eligible for pension rate increases agreed to by the parties under the existing Chugach CBAs with the following exceptions:

- The July 1, 2019, pension rate increase shall not apply to any former ML&P employees.
- Effective, July 1, 2020, the pension rate for all former ML&P employees shall increase by sixty-eight cents (\$.68).

O&E Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the O&E bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the O&E Bargaining Unit and those newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the O&E Bargaining Unit and those newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current Chugach members of the O&E Bargaining Unit and those employees newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) shall increase by seventy cents (\$0.70) per hour.

OSP Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the OSP bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the OSP Bargaining Unit and those newly hired into the OSP Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the OSP Bargaining Unit and those newly hired into the OSP Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement:
 - The pension contribution rate for former ML&P employees in the Outside Bargaining Unit shall increase by thirty-two cents (\$0.32) per hour.
 - The pension contribution rate for all other members of the Chugach Outside bargaining unit shall increase by ten cents (\$0.10) per hour.

GEN Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the GEN bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the GEN Bargaining Unit and those newly hired into the GEN Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the GEN Bargaining Unit and those newly hired into the GEN Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.

- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current members of the Chugach Generation bargaining unit (exclusive of former ML&P & IS employees) shall increase by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current members of the Chugach IS Generation bargaining unit and former ML&P IS bargaining unit employees shall increase by forty-five cents (\$0.45) per hour.

Wage and Benefit Parity: All bargaining unit employees will achieve base wage parity (by classification), pension parity (by bargaining unit) and H&W parity (by bargaining unit) by moving the employee to the higher base wage, pension, and/or employer H&W contribution rate by June 30, 2025. The parties will determine such rates no later than December 31, 2024. The only exception to this section is Engineers temporarily performing non-represented work (those identified below with a Replacement Status of Non-Rep). Parity will not need to be reached for these employees because they will be performing non-represented work. For the purpose of facilitating pension parity and relieving administrative burden the parties agree that the Pension Reallocation provisions of the OSP, GEN, and O&E collective bargaining agreements will be suspended throughout the duration of this Transition Agreement. Additionally, the parties agree that "Movement of Monies" (reallocation of wage increases and adjustments to pension contributions, by bargaining unit), will be suspended for the duration of this Transition Agreement.

Money Purchase Plan: ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will continue to be eligible to participate in the Money Purchase Plan. Chugach agrees to make contributions equal to 1.9% of each employee's gross wages to the Alaska Electrical Workers Money Purchase Plan (Annuity Plan). Employees may also voluntarily contribute to the Alaska Electrical Workers Money Purchase Plan upon presentation of a properly signed authorization form to the employer. Chugach agrees to withhold and forward voluntary contributions authorized by an employee. This authorization for deduction may be discontinued at any time by the employee, but there must be a three (3) month waiting period prior to reinstatement of the deduction.

Effective the July 1, 2020 or effective date of sale whichever is later all CEA Outside Plant and Generation employees will receive the money purchase plan contributions as stated above.

ML&P Employee Leave:

The Parties agree that transferred ML&P employees will maintain any accrued leave (i.e. annual leave, cashable sick leave, non-cashable leave, etc.) and that their leave balances will be assumed by Chugach after the sale.

Classification - Mutually Agreed Bargaining Unit Exclusions/Inclusions:

Information Services: The parties agree that current ML&P Information Services positions with supervisory duties will not be included in the Chugach Bargaining unit agreements. The

parties recognize that Information Services positions are currently non-represented classifications at ML&P but represented classifications at Chugach.

The positions listed below with an Effective Date Status of GEN shall be considered positions represented by IBEW (regardless of their terms and conditions of employment, including any leaseback arrangement), unless otherwise negotiated by the parties. However, in no case will non-represented employees perform duties or job functions that have been traditionally performed by Chugach bargaining unit employees. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by these positions.

The job classifications identified below as TBD will be resolved through the classification committee process before closing of the sale.

ML&P (System Admin)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Administrative Officer	21786	NON-REP
Application Services Supvr.	61439	NON-REP
Application Services Supvr.	29536	NON-REP
Utility Division Mgr. II	62848	NON-REP

ML&P (System Network Services)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Info Center Consultant I	32697	GEN
Network Analyst	27730	GEN
Network Technician III	63215	GEN
Systems Analyst	62745	GEN

ML&P (System Programmers)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Systems Programmer II	24219	GEN
Data Base Administrator II	29504	GEN
Data Base Administrator II	24366	GEN
Info Center Consultant II	32707	GEN
Senior Admin Officer	63125	NON-REP
Systems Analyst	29641	GEN
Systems Analyst	27354	GEN
Systems Analyst	32696	GEN
Systems Analyst	24332	GEN
Systems Analyst Supvr.	27407	NON-REP
Info Center Consultant II	26298	GEN

ML&P (SCADA)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Network Analyst	29064	TBD
Senior Systems Analyst	63016	TBD
Systems Analyst	63372	TBD
Systems Analyst	63440	TBD
Info Center Consultant II (SCADA)	27947	TBD

Engineering: The parties agree that supervisory Engineering positions with supervisory duties will not be included in the Chugach Bargaining unit agreements (see list below).

The parties recognize that some ML&P Engineering positions are (see list below) in represented classifications with duties similar to those in Chugach non-represented positions. The parties agree that the ML&P Engineering Positions will be placed in the Office and Engineering Bargaining Unit performing duties equivalent to Chugach Office and Engineering Bargaining Unit positions. Tasks not covered by current Chugach Office and Engineering Bargaining Unit classifications will be Chugach non-represented. The Employees in positions with a Replacement Status of Non-Rep. will be considered as bargaining unit employees temporarily performing non-represented work until the employee separates employment consistent with the terms of the Chugach O&E CBA and Chugach's policies and procedures. Once separated Chugach shall be free to refill the position with a non-represented employee or not at all.

Engineers in Training in the ML&P Customer Engineering Unit will be classified as Chugach Designers with their grade level to be determined by classification committee. They will perform bargaining unit work consistent with the existing Chugach classifications.

ML&P Engineering (Project Management)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Utility Division Mgr. II	63183	Non-Rep.	Non-Rep

ML&P Engineering (Customer Engineering)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Engineer in Training	60561	O&E	O&E
Engineer in Training	63225	O&E	O&E
Engineer in Training	61372	O&E	O&E
Engineer in Training	63256	O&E	O&E
Service Design & Extension Coord.	60374	O&E	O&E

ML&P Engineering (Engineer Support)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
CPR Engineer	30612	O&E	O&E
CPR Senior Clerk	60069	O&E	O&E
Engineering Asst III	63558	O&E	O&E
Engineering Asst III	62364	O&E	O&E
Engineering Asst III	62486	O&E	O&E
Engineering Asst III	63135	O&E	O&E
Engineering Asst III	27779	O&E	O&E
Engineering Asst III	62774	O&E	O&E
Engineering Asst V	63453	O&E	O&E

ML&P Engineering (Line Design)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Associate Engineer	22095	O&E	Non-Rep.
Associate Engineer w/PE	62910	O&E	Non-Rep.
Engineer In Training	30234	O&E	O&E
Senior Engineer w/PE	60560	O&E	Non-Rep.
Superintendent	28409	Non-Rep.	Non-Rep.

ML&P Engineering (Station Design)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Engineer in Training	62570	O&E	O&E
Engineer in Training	28570	O&E	O&E
Light & Power Engineer	63196	Non-Rep.	Non-Rep.
Senior Engineer w/PE	60576	O&E	Non-Rep.
Senior Engineer w/PE	29928	O&E	Non-Rep.
Senior Engineer w/PE	21625	O&E	Non-Rep.

ML&P Generation (Admin1)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Associate Engineer w/PE	28908	O&E	Non-Rep.
Engineer in Training	62830	O&E	TBD
Senior Engineer w/PE	23998	O&E	Non-Rep.

Special Agreement Employees:

The parties recognize that there are ML&P Bargaining Unit members employed in non-represented positions via special agreements through the date of closing. The parties agree that these ML&P bargaining unit members will be offered the choice of an equivalent non-represented position with Chugach or to return to their former bargaining unit classification in the appropriate Chugach Bargaining Unit via the classification committee process.

ML&P Distribution Dispatch Classifications:

ML&P has distribution dispatch tasks that are performed by non-represented classifications. The parties agree that these ML&P employees will be added to the CEA generation bargaining unit, and distribution dispatch tasks that are similar to those performed by Chugach represented classifications shall be transferred to the Chugach Generation Bargaining Unit. ML&P distribution dispatch tasks that are not similar to Chugach Generation Bargaining Unit work will remain non-represented at Chugach. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by these ML&P Distribution Dispatch positions.

ML&P Gas Accounting Tasks:

ML&P has gas/fuel accounting tasks performed that are performed by a represented classification. The parties agree that gas/fuel accounting tasks will remain non-represented work at Chugach.

Remaining ML&P Bargaining Unit Positions:

During the period from January 23, 2018, through the closing of the sale, the parties agree to work diligently to assign existing ML&P classifications to an appropriate bargaining unit within one of the three Chugach units. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by the remaining positions. Duties that are represented at ML&P and do not exist at Chugach will remain represented unless the duties are supervisory in nature. Duties that are represented at ML&P and are non-represented at Chugach will generally become non-represented.

The Classification committee process in each of the Chugach CBAs will be used to assign ML&P bargaining unit positions to the appropriate Chugach classification, subject to the following process and exceptions:

The IBEW Business Manager shall appoint the two union representatives to the Classification Committee. Unless notice is provided otherwise, Dusty Menefee and Julius Matthew will serve as the union representatives to the Classification Committee. The two management representatives or two union representatives on the Classification Committee may ask any relevant ML&P or Chugach employees to attend the meetings as advisory, non-voting information resources.

In addition to determining classification, the committees will determine relevant/applicable experience within the new classification as a determination of in-class seniority. If the Committee does not agree or if there is a tie vote (on whether work is represented or non-represented, which bargaining unit should perform the work, the appropriate pay grade or in class experience/seniority) the issue will be decided by an arbitrator pursuant to the grievance and arbitration procedures in the relevant collective bargaining agreement. The arbitrator's authority shall extend only to issues whether work is represented or non-represented, which bargaining unit should perform the work, appropriate pay grade or in class experience/seniority.

Seniority:

The parties agree that, in the case of the O&E Agreement, separate seniority lists shall be maintained until O&E facilities or work groups are merged. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P facilities or work groups. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing Chugach facilities or work groups. Once the facilities or work groups are merged, seniority lists shall be merged with service at both ML&P and Chugach being considered the same, based on date of hire into the Chugach O&E or former ML&P bargaining unit.

For the GEN Agreement, separate seniority lists shall be maintained for transferred ML&P employees and all other Chugach employees. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P facilities. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing Chugach generation facilities. The seniority lists shall be merged no earlier than July 1, 2021, as the work groups are combined. With the seniority lists merged and the work groups combined, bargaining unit members will be eligible for overtime, call-outs, standby, and bidding consistent with the existing GEN Agreement.

The parties agree that, in the case of the Information Services positions under the Chugach GEN collective bargaining agreement, separate seniority lists shall be maintained until Information Services systems, work groups or facilities are combined. Transferred ML&P employees shall be given the first opportunity (where applicable) to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P systems, facilities, or work groups. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work

standby, and bid on positions at pre-existing Chugach systems, facilities, or work groups. Once the systems, facilities, or work groups are combined, seniority lists shall be merged based on date of hire into the Chugach GEN bargaining unit. Nothing in this section will preclude ML&P and Chugach Information Services employees from working together to facilitate the integration of the various information systems that support Chugach and ML&P.

For the OSP Agreement, separate seniority lists shall be maintained for transferred ML&P employees and all other Chugach employees. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions in what was previously the ML&P service area. All other Chugach employees shall be given the first opportunity to work overtime, take call outs, work standby, and bid on positions in what was previously the Chugach service area. The seniority lists shall be merged no earlier than July 1, 2021, as the work groups are combined. With the seniority lists merged and the work groups combined, bargaining unit members will be eligible for overtime, call-outs, standby, and bidding consistent with the existing OSP Agreement.

Operational Issues/Work Rules:

In recognition of the economic and other job protections afforded to ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units, the parties agree that when this Transition Agreement takes effect the ML&P bargaining unit, the ML&P collective bargaining agreement (ML&P CBA), and the ML&P CBA job classifications shall cease to have any force as to Chugach. .

Following Municipality of Anchorage voter approval of an ordinance to dispose of ML&P to Chugach, Chugach will initiate a period of due diligence and operational review to confirm the details of the sale and reach a Definitive Agreement with the Municipality of Anchorage for the sale of ML&P to Chugach.

This period of due diligence and operational review is critical for Chugach's understanding of ML&P and critical to Chugach's ability to bargain with the IBEW regarding the integration of ML&P employees into the Chugach CBAs.

Following the completion of the Definitive Agreement between Chugach Electric and the Municipality of Anchorage, Chugach and IBEW will enter into bargaining to negotiate work rules appropriate to the combined operations of the utility (Chugach and the former ML&P). However, if the parties are unable to reach mutual agreement on the modified work rules, the terms of the Chugach CBAs will prevail through the term of this agreement.

Dispute Resolution Process Applicable to the Transition Agreement:

The parties recognize that disputes can arise even in the best labor management relationships and that the prompt resolution of disputes is vital to positive labor relations. The acquisition of one organization by another represents a unique circumstance in the relationship of the parties and the expeditious resolution of disputes that arise under this Transition Agreement is even more critical given the unique circumstances of the acquisition of ML&P by Chugach.

A dispute is defined as an alleged violation of the terms of this Transition Agreement.

For the purpose of this Dispute Resolution Process days means calendar days.

A claimed violation of this Transition Agreement must be noticed in writing by IBEW to Chugach within thirty (30) days of the alleged violation.

By mutual written agreement the parties may extend process timelines, hold disputes in abeyance, or stop the process to facilitate resolution.

Step One: The designated IBEW business representative for the Chugach CBAs will contact the designated executive representative of Chugach to initiate discussions regarding the alleged violation of this Transition Agreement. The parties will have fourteen (14) days to hold meetings and try to reach a mutually agreeable resolution. If the parties are unable to reach a mutual agreement to resolve the issue within fourteen (14) days; IBEW shall present a written statement of grievance to Chugach within seven (7) days after the end of the initial fourteen (14) day period.

Step Two: After the receipt of the written grievance, the parties will have fourteen (14) days to hold meetings and try to reach a mutually agreeable resolution. If the parties are unable to reach a mutual agreement to resolve the issue within fourteen (14) days; Chugach shall present a written response to the grievance to IBEW within seven (7) days after the end of the second fourteen (14) day period.

Step Three: After the receipt of the Employer's written response to the grievance, the IBEW shall have fourteen (14) days to submit, in writing, the dispute to Arbitration.

Arbitration

To ensure the prompt resolution of a dispute that arises from the application of this Transition Agreement the parties mutually agree to the following Arbitration procedure.

The parties will seek to find a mutually agreeable Arbitrator based in Alaska from a road system community. If the parties are unable to mutually agree on an Alaskan arbitrator the parties will use the following AAA process:

The Union shall submit a request to the Seattle Office of the American Arbitration Association (AAA) for a panel of eleven (11) potential arbitrators from Alaska, Washington, or Oregon. A copy of the request shall be sent to the Employer. After receipt of the panel from AAA, the parties shall select an arbitrator using the strike method. The order for striking shall be determined by the toss of the coin; the Union Representative shall toss the coin and the management representative shall call heads or tails. The arbitration hearing shall be conducted consistent with the rules established by AAA.

It is mutually understood and agreed that arbitration hearings will be conducted without unnecessary delay. Each party shall be given reasonable opportunity to be heard by its representatives, and to produce witnesses and documentary evidence and to cross-examine.

Authority of the Arbitrator:

The Arbitrator's authority shall be limited as follows:

- The Arbitrator shall consider only the particular issue or issues presented in writing by Chugach and IBEW which have been processed through the Dispute Resolution Process.
- The arbitrator shall have the power to interpret the terms of this Transition Agreement, but the arbitrator's decision shall be based solely on the existing terms of this Transition Agreement, and the arbitrator shall not have the power to add to, subtract from or modify any of the terms of the Agreement.
- The arbitrator shall have no power to establish wage rates, job classifications or fringe benefits of any kind. However, the arbitrator shall have the power to determine job grades pursuant to an appeal from the classification committee.
- The arbitrator shall designate the losing party and the losing party shall pay the arbitrator's fees, expenses, and costs of arbitration. If neither party is designated the losing party, the arbitrator shall split, between the parties the fees, expenses, and costs of arbitration.

Although no formal rules of evidence are contemplated by this Transition Agreement, the arbitrator shall determine the admissibility of evidence, admissibility being principally a matter of relevancy, materiality and the avoidance of undue repetition. Each of the parties hereto agrees to produce all books, records and documents or other materials, or certified copies thereof, which, in the opinion of the arbitrator, are relevant to the issues of the grievance. The parties will first seek to resolve claims of confidentiality or privilege by mutual agreement. Failing mutual agreement, the arbitrator will resolve any claims of confidentiality or privilege related to information requests from either party.

The judgment of the Arbitrator shall be final and conclusive on Chugach and IBEW. The parties further agree that, from the time Chugach first was notified of the grievance until it is ultimately resolved, including the entry of the judgment of the Arbitrator when the grievance has been submitted to arbitration, the subject of the controversy will remain status quo as of the time the grievance was first noticed.

Appeal of the Arbitrator's Award:

Should there be an appeal of the Arbitrator's award; the appeal shall be subject to the process for judicial review of arbitration awards arising out of collective bargaining agreements between unions and employees governed by Section 301 of the Labor Management Relations Act (LMRA) and the federal common law governing review of arbitration awards in labor cases.

ML&P CDL Holders: The Parties agree that Chugach will pay the cost of any transferred ML&P employee's physical exam in order to renew or maintain his or her CDL within 90 days, prior to the closing of the sale, consistent with existing Chugach policies, practices, and agreements.

This Transition Agreement shall expire on June 30, 2025.

AGREED:



For IBEW:
David Reaves,
Business Manager

11-19-18

Date



For Chugach:
Lee Thibert,
Chief Executive Officer

11/19/18

Date

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AGREEMENT COVERING TERMS AND CONDITIONS OF
EMPLOYMENT

OUTSIDE PLANT PERSONNEL

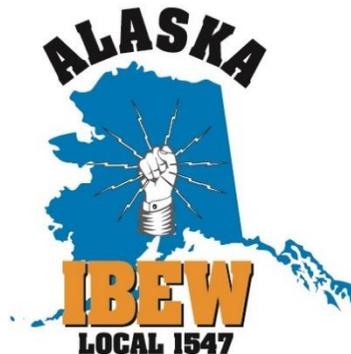
Between

CHUGACH ELECTRIC ASSOCIATION, INC.



And

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Effective October 30, 2020 through June 30, 2025

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PREAMBLE

AGREEMENT COVERING TERMS AND CONDITIONS OF EMPLOYMENT OUTSIDE PLANT PERSONNEL BETWEEN

CHUGACH ELECTRIC
ASSOCIATION, INC.
Anchorage, Alaska

AND

LOCAL UNION NO. 1547
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS
AFL-CIO
Anchorage, Alaska

THIS AGREEMENT, entered into in duplicate by and between CHUGACH ELECTRIC ASSOCIATION, INC., an Alaska nonprofit electric cooperative corporation having its principal offices at Anchorage, Alaska, hereinafter referred to as the "Employer", and LOCAL UNION NO. 1547 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, of Anchorage, Alaska, hereinafter referred to as the "Union".

The Employer and the Union recognize that the Employer is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of those persons resident in the service area of the Employer.

The Employer and the Union have a common and sympathetic interest in the generation, transmission and distribution of energy. Such common interest and the public welfare will be better served by the establishment and maintenance of labor management cooperation between the Employer and the Union.

It is the intent and purpose of the parties to promote and improve industrial and economic relations between the Employer, its employees, and the Union; to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment to provide procedures for the amicable adjustment of all disputes and grievances.

The management of the Employer and the leadership of the Union are committed to use due diligence, to develop a positive labor management relationship. The primary goals are to promote the success of the Employer, to provide rewarding jobs for its employees and to provide quality service to meet the needs of its customer. The purpose of this Agreement is to create a labor-management structure and set forth terms and conditions of employment to support a work environment that will further these goals.

ARTICLE 1

Scope and Duration of Agreement

Section 1.1 Scope

This Agreement is applicable to work within the scope of job classifications covered by this Agreement, and the employees who perform that work, and will not be applicable to other positions or job classifications except as agreed between the Union and Employer.

Section 1.2 Duration

This Agreement shall become effective at 12:01 a.m. on the date of the execution of the Agreement by both parties or as otherwise provided by the parties in writing (whichever comes first), and shall continue in full force and effect through and including 11:59 p.m. June 30, 2025 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or amend this Agreement is served by either party upon the other at no more than Three Hundred (300) days, and no less than Two Hundred Seventy (270) days, prior to the date of expiration. Such written notice will specify the reasons for the termination or the nature of the changes desired. If notice to terminate or amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that either party may at any time thereafter provide the other party with a second notice to terminate this Agreement as of the date stated in such notice to terminate, which date shall not be earlier than ninety (90) days after the expiration date of this Agreement, and thirty (30) days after giving of such notice to terminate.

It is the intent of the parties with respect to collective bargaining of future Agreements to conduct their negotiations in such a manner as to reach a new Agreement on or before the termination of the present Agreement.

Section 1.3 No Strike Agreement

There will be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters will be settled as provided herein.

ARTICLE 2

Employer-Union Relations

Section 2.1 Legal Status of the Parties

The Union recognizes that the Employer is a utility and the Employer must comply with federal, state, and local laws and regulations applicable to Employer. The Employer recognizes that Local Union No. 1547 is affiliated with the International Brotherhood of Electrical Workers.

Section 2.2 Union as Sole Bargaining Agent

The Employer recognizes the Union as the sole bargaining agent for all classifications of employees covered hereby in respect to hours, wages and other conditions of employment.

Section 2.3 Union Shop

The Employer agrees that all employees covered by this Agreement will, as a condition of employment, within thirty (30) days of the date of this Agreement, or within thirty days after the employee's date of hire, whichever is later, become members of the Union or pay all dues, assessments or fees to the Union as required by the Union. The Employer agrees that only those employees covered hereby who remain in good standing in the Union should continue in its employ. As used in this article, "good standing" means that an employee is not in arrears to the Union for current dues, assessments or fees, including initiation fees.

Section 2.4 Managerial Prerogatives of the Employer

The management of Employer's operations and direction of the work force is vested exclusively in the Employer. Providing that the action taken by Employer is not inconsistent with the terms of this Agreement and is not taken for the purpose of discriminating against an employee based on Union membership, the Employer retains management rights and responsibilities, including, but not limited to: (1) to prescribe working rules pertaining to safety, discipline, and conduct; (2) to supervise and schedule the work force; (3) to employ, promote, transfer, and lay-off employees; (4) to discipline employees for just cause; (5) to determine the size of the work force; (6) to control and regulate the use of facilities, supplies, equipment, and other property of the Employer; and (7) to introduce new or improved methods of operation or facilities.

Section 2.5 Standards of Work

The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform safe, efficient and diligent service, and that they will use their influence and best efforts to protect the property of the Employer.

Section 2.6 Shop Stewards

Shop stewards who have been selected pursuant to the rules and regulations of the Union to represent the employees covered hereby will be recognized by the Employer. The number of stewards appointed shall be reasonably related to the needs of the Union to represent bargaining unit members. The names of the stewards will be furnished to the General Manager of the Employer in writing before beginning their duties. An alternate shall act as the steward when appointed to do so by the Union and the Employer is so notified. The Employer recognizes that the stewards will be assigned their Union duties and responsibilities by the Union and pursuant to this Agreement. The stewards will cooperate with the Employer in securing compliance with this Agreement and, at the request of the General Manager of the Employer, or of the General Manager's duly authorized representative, will call to the attention of its employees any violations of this Agreement.

Stewards shall perform their assigned duties as an employee covered by this Agreement. Stewards will be given a reasonable amount of time by the steward's supervisor during working hours, and without loss of pay, to handle Union business pertaining to the steward's area of responsibility which could not reasonably be accomplished during non-working hours. This business will be handled as expeditiously as possible and, except for matters taking only a few minutes, the appropriate management supervisor will be informed before a steward performs Union business. A steward may, with permission from the management supervisor, use a company vehicle to pursue labor management problems during working hours. During outages and other emergencies, a supervisor has the right to require a steward to give priority attention to Employer's business. The steward will confine the steward's activities during working hours to those matters pertaining to this Agreement.

Stewards will not be terminated for any cause until the General Manager of the Employer and the Business Manager of the Union have completed an investigation of such cause, provided that the investigation shall not last longer than fifteen (15) work days in cases not involving a reduction in force, and 48 hours in cases involving a reduction in force, without mutual agreement of the parties. In the event of a reduction in force involving a steward, the General Manager for the Employer

and the Business Manager of the Union will meet at least 48 hours prior to the reduction in force to allow adequate time for the Business Manager to replace the steward; this section, in and of itself, does not obligate Employer to otherwise give the Union advance notice of a reduction in force. As used in this section, “shop steward” or “steward” includes alternate shop stewards, and “working hours” does not include meal and break periods.

Section 2.6A Letter of Intent

The Employer may require the shop steward to record time spent on union business during working hours on the steward’s time card.

Section 2.7 Leave to Accept Union Office

Any employee elected or appointed to an office of the Union which requires a part or all of the employee’s time will, upon application, be given annual leave, insofar as such employee may have accrued annual leave, or leave without pay. An employee who is on leave in order to discharge Union duties will continue to accrue service credit for a period not to exceed four (4) years. This Union leave may be extended by mutual agreement. This provision does not apply if an employee seeks leave solely to act as a candidate for Union office.

Section 2.8 Good Standing with the Union

The Union may notify the Employer in writing that an employee covered by this agreement is not in good standing with the Union, in that such employee is in arrears for current dues, assessments or fees, including initiation fees. The Employer will inform the employee of such notification and, unless the employee acquires good standing with the Union within a period of five (5) full workdays after being so informed by the Employer, the employee will be terminated. The Employer agrees to deduct Union dues, assessments and fees from the pay of its employees and pay to the Local Union No. 1547 such amount as is authorized in writing by the employee on a form acceptable to the Employer. The Employer agrees to make this deduction from each payroll check, and to send a check for the total amount to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month, together with a list of every bargaining unit employee that shows for each employee (1) the employee’s social security number, (2) the employee’s last name, first name, and middle initial, (3) the amount of working dues, assessments or fees deducted, (4) the amount of monthly dues or fees deducted, (5) the employee’s base working rate, (6) the number of hours compensated at straight time, and at the applicable overtime rate, (7) the total hours compensated, and (8) the employee’s gross wages. This authority shall be revocable by the employee by notice in writing delivered by mail

to the General Manager of the Employer and the Financial Secretary of the Union once per year. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues, assessments or fees except that of ordinary diligence and care in forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer based on this section or Section 2.3. Employer retains the right, at its option, to select and use its own counsel in any proceedings arising from this section where Employer determines there is a conflict between the interests of the Union and the Employer as follows: Employer shall provide the Union with a list of at least two (2) law firms that are acceptable to the Employer, and then the Union, in its sole discretion, shall select one of these law firms to act on Employer's behalf. If the Union provides indemnification under this section, the Union will pay a reasonable hourly rate for attorney services, and those costs and services that are reasonable and necessary for such defense.

Section 2.9 Union Bulletin Board

Employer will provide bulletin boards for use by the Union, at locations acceptable to the Union, for the purpose of posting Union notices and communications. Union bulletin boards will be provided with locks and keys, with keys kept by the stewards.

Section 2.10 Union Access to Employer's Premises

Authorized representatives of the Union, while acting on Union business, will be permitted to visit the offices and other places of work of the Employer during working hours. The Union representative will schedule visits to a department, work site, or facility with the Manager of Employee Relations, or the Manager's designee. Before visiting an area where employees are working, the Union representative will, whenever possible, inform the supervisor responsible for the department which is to be visited. Members of the Union will be permitted to participate in Union meetings during their hours of work only as authorized by the General Manager or the General Manager's designated representative.

Section 2.11 Loan of Employees

The Employer will not lend the services of an employee covered hereunder, or cause such services to be lent, except that to meet an emergency situation the Employer may lend employees' services to any other electrical utility.

An employee shall be considered loaned when one or more of the following criteria is met:

- (a) The employees supervision for services in question is transferred to another electric utility.
- (b) The work is performed on the premises and for the sole benefit of another electric utility.

The Union recognizes that Employer lease-operates facilities owned by other electrical utilities and that the performance of services with regard to those facilities by the Employer's personnel does not entail the loan of employees as contemplated herein.

In the event that the loan of employees becomes justified under the conditions heretofore described, the Employer will notify the Business Manager or other authorized representative of the Union as soon thereafter as practicable and in any event no later than the beginning of the next regular workday. The employees will be covered under the terms of this Agreement while on loan.

Section 2.12 Hiring Hall

All employees to perform services covered by this Agreement shall be secured through the offices of the Union, subject, however, to the following:

2.12.1

The Employer shall notify the Union of possible vacancies, which the Employer intends to fill from the applicants for employment.

2.12.2

The Union shall refer applicants for jobs, provided that the selection of applicants for referral shall be on a nondiscriminatory basis and shall not be based upon, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or observance of Union membership, policies or requirements.

2.12.3

The Employer shall have the right to reject any job applicant referred by the Union. If the Employer rejects an applicant, the Employer shall immediately notify the Union in writing by noting same on the introductory form presented by the applicant.

2.12.4

If the Union does not refer qualified job applicants, within three (3) working days after receipt of notice, who shall be acceptable to the Employer for filling the existing vacancies, the Employer shall be free to recruit employees from other sources.

2.12.5 Non-Discrimination

The parties hereto recognize that the Employer is an equal opportunity employer within the contemplation of Title VII of the Civil Rights Act of 1964, as such statute has been implemented by one or more executive orders, and that Employer, may be likewise a federal contractor within the contemplation of the aforesaid executive orders and required to pursue an affirmative action program with respect to equal opportunity for employment (ref: Executive Order 11246, as amended, section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, and their implementing regulations at 41 CFR Chapter 60). In order to insure that Employer conforms in its hiring practices to the requirements of the law, federal, state and local, as implemented by executive and administrative orders and regulations, the parties mutually agree that neither Employer nor Union will discriminate against any person or persons on the grounds of race, religion, color, sex, age or national origin with respect to recruitment, hire, promotion, demotion, termination, lay-off, transfer, compensation, selection for training, or otherwise, so as to deny such person or persons equal employment opportunities.

2.12.6

The term "he" wherever used in this Agreement shall also mean "she".

Section 2.13 Contracting Out – Purpose

It is understood and agreed that the function of Sections 2.13.1-4 are not in any way intended to limit or restrict the ability of the Employer to do business with other employers, but rather, these provisions are designed and intended to preserve work for employees whose wages, hours and other terms and conditions of employment are prescribed by this Agreement.

Section 2.13.1 Erosion of Work Force

No regular employee shall be laid-off, terminated or discharged by the Employer as a result of the Employer's subcontracting any work historically or normally performed by bargaining unit employees. The Employer agrees that it will not contract out or subcontract work for the underlying purpose of eroding the size of the bargaining unit.

Section 2.13.2 Warranty Work

The Employer may without penalty contract out work involving the installation, troubleshooting and/or repair of equipment and apparatus if required by the terms of a manufacturer's or supplier's warranty. If skills new to the bargaining unit are used, the Employer will continue its existing practice of assigning at least one bargaining unit employee to assist with such warranty work as training that will facilitate work the bargaining unit employees will, with reasonable probability, do later.

Section 2.13.3 Union Signatory Clause

(a) In order to preserve work traditionally performed by bargaining unit members, the Employer shall require that contractors for new construction involving any electrical work normally performed by employees covered by the Outside Agreement which is to be done at the site of construction of transmission lines, distribution lines, substations, SCADA systems, and inside wiring, become signatory to a current collective bargaining agreement with International Brotherhood of Electrical Workers Local 1547 if they are the successful bidder on a project. This requirement shall become applicable once a bid is awarded. Contractors or subcontractors need not be signatory to such agreement in order to bid on the project. Bidding is open to any contractor. In order to comply with this section, contractors not already signatory to a collective bargaining agreement with IBEW may either become signatory or they may execute an agreement with the IBEW to comply with the same terms and conditions set forth in the most current applicable agreement between IBEW Local 1547 and the Alaska Chapter National Electrical Contractors Association, Inc., which agreement is limited to the scope of the work and duration of the project. The IBEW and any successful bidder shall promptly enter into an agreement as necessary to comply with this section.

(b) This signatory provision will be interpreted and applied in good faith by both parties. The Employer shall not design a project, draw up job specifications or engage in any other practices for the purpose of intentionally taking itself outside the scope of the lawful application of the construction industry proviso in 29 USC 158(e).

(c)

(1) Work intended to maintain and operate existing facilities, or equipment at their original location, capacity and intended use (including maintenance clearing and trimming) is maintenance and operations, not new construction, and is covered by all the above-referenced provisions except the signatory clause set forth at Section 2.13.3(a). All subcontracting of maintenance and operation work normally performed by employees covered by this Agreement shall be compensated at the current prevailing rate of wages and fringe benefits as determined from time to time by the Alaska Department of Labor pursuant to Title 36.

(2) Right-of-way clearing is exempt from the union signatory clause either when it does not constitute construction activity or when it has not normally and traditionally been performed by the bargaining unit.

(3) Contracts for construction work, including the nonelectrical alteration, painting or repair of buildings, will not be covered by the Union signatory clause when such work is not normally performed by members of the bargaining unit.

(d) It is mutually agreed that "inside wiring" shall be defined as work necessary to the installation and construction of electrical facilities within Association buildings and structures or associated electrical work on the load side of the Association's meter subject to the National Electrical Code. It is understood that this definition will not conflict with or limit work performed by classifications covered under the Outside or Generation Agreements.

Section 2.13.4 Methods of Dispute Resolution

The parties shall not enforce Sections 2.13.1-3 of this Agreement by means of slowdown, picketing, strikes or lockouts. In order to avoid unnecessary disputes over application of this Article, the Union shall be given reasonable advance written notice of any preliminary decision to contract or subcontract work covered by Sections 2.13.1-3. Before the Employer may award any contract for subcontract (including task order contracts and unit price contracts) or assign any work covered by Sections 2.13.1-3 (engage in subcontracting activities), the Union shall be given an opportunity within the next five business days following the date of notice to meet with the Employer for the purpose of discussing whether the proposed action is in compliance with this Article. If mutual agreement cannot be reached within that time frame, the matter shall proceed to Step 3 of the grievance procedure if the Union so elects and the Employer will not refuse to arbitrate subcontracting

grievances on the basis that they are illegal. If either party should refuse to arbitrate a contracting dispute, that party will be liable for the other side's attorney's fees and costs incurred in obtaining an order compelling arbitration. The discussion provisions of this section shall not apply to emergency work, task orders issued under task order contacts, individual jobs issued under a unit price contract, contracts, or subcontract in an amount of \$50,000 or less, professional services, or in cases where work is bid under the OELCC and there are no pre-qualified non-union contractors. In addition, the notice requirement shall not apply to emergency work. The exemption of the foregoing categories of work from the notice and discussion provision of this section in no manner limits or impairs any rights the IBEW has to file and process grievances as to such work.

Section 2.14 Employee Access to Personnel Record

Employees shall have access to their personnel records in the Employee Relations Department at any reasonable time in the presence of the Manager of Employee Relations or designated representative of the Employee Relations Department. The employee will receive a copy of any disciplinary letters or of any material placed in this file which may lead to disciplinary action. The employee's personnel file in the Employee Relations Department will be secured (locked) and will be accessible only to designated employees in the Employee Relations Department, the employee's immediate supervisor and supervisory/managerial personnel in the direct chain of command. All other persons are barred from employee personnel files without the employee's written consent, except as provided by law.

Section 2.15 Seminars, Workshops and other Meetings

The Employer recognizes the value of sending representatives to workshops or seminars which are for fostering better labor relations between the parties. In the interest of promoting better labor management relations, when the Employer determines it is beneficial to have representation from the bargaining unit attend such seminars or workshops, the Employer will pay for the associated expenses.

ARTICLE 3

Appointment and Tenure

Section 3.1

All employees hereunder are designated as either NECA-Temporary, Probationary, Regular, or Temporary. The term NECA refers to the Inside-Outside IBEW Alaska Electrical Construction Agreement, as amended.

Section 3.1.1 NECA-Temporary Employees

Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, NECA-Temporary employees shall receive the wage rates as set forth in the IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended. The Employer shall pay for the NECA-Temp employee's account, the health and welfare benefits, retirement benefits and group legal benefits as specified in said IBEW-NECA Agreement. NECA-Temporary employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, worker's compensation supplement or longevity. NECA-Temporary employees shall be compensated at two (2) times the appropriate straight time rate for time worked on holidays as defined in Section 4.5.

When it becomes necessary for a NECA-Temporary Journeyman lineman to assume the position of leadman, they shall receive 104% of the applicable wage rate. When a NECA-Temporary Journeyman lineman is assigned to the swing shift loop wagon, they shall receive 115% of the applicable wage rate for all hours worked while assigned to the swing shift loop wagon. When a NECA-Temporary Journeyman is assigned to the mid-shift loop wagon they shall receive 125% of the applicable wage rate for all hours worked while assigned to the mid-shift loop wagon. Assignment of a NECA-Temporary employee to a regular position shall not cause the employee to be treated as either a probationary or regular employee unless employer affirmatively indicates in writing that it is Employer's intent and desire to change the employee's status from that of a NECA-Temporary to either a probationary or regular employee.

Section 3.1.2 Probationary Employees

A probationary employee is one who has been hired by the Employer for regular employment, but who has less than ninety (90) days continuous service with the Employer. All employees hired to fill a regular job will be regarded as probationary employees for the first ninety (90) days. During this period of probationary employment, the newly hired employee may be laid off or discharged by the Employer, and such actions shall not be subject, to the provisions of Article 10 herein. All employees hired to fill a regular job shall accrue service credits and seniority during such probationary period. This time may be extended by mutual agreement between Management and Union.

Probationary period for newly hired Relay/Control Wiring Technicians, Substation Technicians, Substation Lineman and Substation Lineman trainee is six (6) months and during this period of probationary employment, these employees may be laid off or discharged by the Employer and such actions shall not be subject to the provisions of Article 10 herein.

The rights of regular employees who bid to a different position and who do not successfully complete the probationary period in the bid position shall be as specified elsewhere in this Agreement.

Section 3.1.3 Regular Employees

A regular employee is one who has been designated by the Employer in writing as being a regular employee and who has served the Employer continuously for ninety (90) days subject to any exceptions related to the probationary period as provided for in this agreement.

Section 3.1.4 Transfer of Temporary Employees to Probationary or Regular Status

Any employee hired as a NECA-Temporary or Temporary may be awarded or transferred to Probationary or Regular status by the Employer. Any such change in status will be in writing. If the employee, on the date of accepting the award or transfer, has not been employed for ninety (90) days, the employee will be transferred to probationary status and the time accrued from the employee's temporary hire date will be considered part of the probationary time period.

Section 3.1.5 Temporary Employees

A temporary employee is an individual employed in a non-journeyman position to meet occasional workload or an employee's absence from a position for cross training, disability or leave. This individual may be employed for a period not to

exceed nine months. This nine month limit may be extended by mutual consent of the Union and the Employer.

The intent of this section is not to reduce the number of regular positions by the hiring of temporary employees.

Temporary employees will be subject to this Agreement only as to hours of work, rates of pay, holiday pay, annual leave, health and welfare benefits, pension, and applicable working rules.

Such employees dispatched on a short call (14 calendar days or less) shall not be eligible for floating holidays or birthday holidays.

Section 3.2 Service Credit and Seniority

3.2.1 Service Credit

For the purpose of this Agreement service credit is the actual amount of time for which a probationary or regular employee receives compensation for full-time employment with the Employer, to which is added the actual time the employee is on authorized leave without pay, except as provided in Section 2.7 herein.

3.2.2 Seniority

Except as provided in Section 3.3.1, seniority is the total service credit which the employee has with the Employer since the employee's last uninterrupted date of hire within Chugach's bargaining units. When more than one employee is employed on the same day, the employee with the lowest dispatch number will have the greatest seniority.

A list reflecting the relative seniority status of each employee covered hereunder will be available to the shop steward. The Employer will keep such seniority list current.

Section 3.3 Termination of Seniority

The seniority of an employee will terminate under any of the following conditions:

3.3.1

When a regular employee is laid off, except that if that employee is re-employed as a regular employee and his service break is twelve (12) months or less, seniority will accrue uninterrupted to original date of hire.

3.3.2.

When the employee resigns.

3.3.3

When the employee is discharged for just cause.

Section 3.4 Vacancies

The following procedure will govern job posting, bidding, selection and award, for all job classifications covered by this Agreement.

3.4.1 Job Posting

Any job or position covered by this Agreement which has been vacated and is to be filled, or any job that is being created, shall be posted. Posting shall state details and qualifications applicable to the job or positions. The Employer will re-post Vacancy Positions in-house every twelve (12) months when a vacancy to be filled has not been filled by way of the posting/bidding process (in that order). This timeframe may be extended by mutual agreement between the parties. Re-posting will only be required if a qualified applicant from outside the Company is not hired to fill the position.

3.4.2 Job Bidding

For the purpose of providing every regular employee covered by this Agreement with an opportunity to bid on posted vacancies, the Employer will make a reasonable effort to notify all such employees, including those on annual leave, of posted vacancies provided that the employee on annual leave has left an address or phone number where the employee can be contacted and further provided that the employee has previously notified the Manager of Employee Relations, the employee's supervisor or the Shop Steward in writing that the employee desires to be notified of any posted vacancies. Any regular employee covered by this Agreement, may, within five (5) working days from the date of job posting, present in writing (or verbally if out of town) to the Employer Relations Department, the employee's immediate supervisor or the shop steward, the employee's request to bid. Such request will include all data required by the posting.

Except as provided in 3.4.3, temporary positions or reassignments are not biddable but may be posted so that employees may indicate their interest for consideration. Regular employees may be assigned to temporary jobs for cross-training provided the employee signifies an interest in that particular assignment. Periods of such reassignment may be up to sixty (60) calendar days. The 60-day limit may be

exceeded by mutual consent of the Union and the Employer. Temporary promotions shall be on a twenty-four (24) hour basis.

Unless mutually agreed, employees are limited to one successful bid during any twelve (12) month period. This restriction will not prevent an employee from bidding a promotional opportunity except that employees awarded a Kenai Peninsula operations position will work in this position a minimum of twelve (12) months and will not bid on any other position during this time. The bidding restrictions in this section do not affect bidding opportunities to bid as set forth in 3.4.3.

3.4.3

Certain temporary positions which are highly desirable because of the potential they provide for overtime or increased wage rates may be subject to the bid procedure. Any regular employee who successfully bids on such temporary job will, upon completion of said job, return to work as assigned by Employer and not to a biddable position which he may have held prior to his successful bid for the above-mentioned temporary position.

3.4.4 Job Award

Within five (5) calendar days after the closing date of the bids, the bid will be considered and the job awarded. Bid pay to start at the time of the bid award providing the employee is available to assume the position on that date and shall continue until bid position is canceled. (Positions covered by 3.4.3 are not included).

All bids will first be reviewed for validity of qualifications by a Bid Committee, composed of two (2) representatives from the bargaining unit selected by the Shop Steward and two (2) from the Employer selected by the Employer. All qualified bids will then be considered by the Bid Committee without discrimination of any kind to determine who is most qualified to perform the work.

The Bid Committee must consider the following factors equally: ability to meet the posted qualifications, merit, fitness and 3 years past performance. The Bid Committee may require written, oral and demonstrative evaluation of qualifications. These evaluations will be mutually agreed by the Bid Committee and will be based upon the appropriate position description. In addition, the Bid Committee may request interviews with bidder(s) and/or managers. Where bidders are equal in qualifications, seniority shall prevail.

Within three (3) working days the Executive Manager or designee will, in the absence of overriding circumstances, accept the recommendations of the Bid Committee. If the Executive Manager or designee does not accept the recommendation of the Bid Committee, he or she shall inform the Bid Committee of the reasons in writing. In the event of a tie Bid Committee the Bid Committee will reconvene with the Executive Manager or his designee as a voting member of the committee. Neither the Executive Manager nor his designee will have been a member of the original Bid Committee. The Bid Committee will reconvene, re-evaluate the bidders and render a decision. Should an employee believe that they are passed over without justification the employee may file a grievance and follow the procedures in Article X.

Regular employees awarded a bid to a higher classification (except jobs under 3.4.3) will undergo up to a sixty (60) day probationary period. Any employee who successfully bids and fails the probationary period shall return to a position assigned by the Employer within the classifications listed in Article 3 Section 3.5.2 in which the employee occupied prior to the failed bid.

A bid form will be available so that when a person bids a job, the employee may clearly indicate the employee's qualifications in terms of the qualifications required.

3.4.5 Assigned Positions

Classifications covered by this Agreement, which are assigned positions, shall be posted on the Operations bulletin board so that employees may indicate their interest for consideration as openings occur.

Section 3.5 Reduction-in-Force

This section shall not be used from the effective date of the Transition Agreement through June 30, 2025.

3.5.1

When a reduction-in-force for regular employees is necessary, company seniority by job classification as described below shall prevail regarding such layoffs. Classifications are as follows:

- (a) Any position requiring journeyman lineman as a prerequisite;
- (b) Control Wiring/Relay Technicians;
- (c) Warehouse Department;
- (d) Mechanics;
- (e) Meter Readers;
- (f) Construction and Maintenance;
- (g) Utility Arborist;
- (h) Substation Technicians

When a reduction-in-force for NECA-Temporary employees is necessary, layoffs will be in reverse book order and reverse layoff within book according to hire date. Apprentices will be characterized as NECA-Temporary employees for all purposes except lay-off. As long as the number of apprentices is within the ratios listed in Section 6.1, the Employer may lay-off NECA-Temporary employees before apprentices.

In the event new classifications are created, the Union and the Employer will develop a letter of understanding to cover reduction-in-force.

Section 3.5.2 Recall Rights

This section shall take precedence after section 3.4 has been exhausted, and prior to section 2.12.

Any regular employee laid off due to a reduction-in-force in section 3.5.1 will be given preference in the filling of any subsequent job vacancies with the Employer for a period of two (2) year, provided that the employee is qualified for a vacant position. The Bid Committee will determine if an employee meets the qualifications required to exercise this preferential right.

Recall shall be based upon bargaining unit seniority. If an employee is found qualified for a position not previously held, the employee will be subject to the customary probationary period defined in Section 3.1.2 of this Agreement.

ARTICLE 4

Annual Leave and Holidays

Section 4.1 Annual Leave

1) A regular employee will earn annual leave at the rate of:

1 st year	160 hours per year
2 nd year	176 hours per year
3 rd year	192 hours per year
4 th year	208 hours per year
5 th year	240 hours per year

per annum of active and continuous service.

Except for prior written approval of an employee's Executive Manager, or other person designated in writing by the Employer, no employee shall be allowed to take more than four hundred eighty (480) hours of annual leave at one time. Accrued annual leave will be shown on each paycheck.

2) Leave available for cash-in-lieu (cash-out): Effective October 30, 2020;

- a. Employees with 640 total annual leave hours or less on that date will be capped at 640 hours; and,
- b. Employees with more than 640 total annual leave hours on that date will be capped at the number of total annual leave hours accrued by that employee as of that date. For employees whose annual leave cash-out cap is greater than 640 hours as of October 30, 2020, should the employee's total leave hours ever drop to 640 or less, 640 hours will be their new cap.
- c. If subsequent annual leave is accrued in excess of the employee's cap, those hours can be used for leave time and may not be used for cash-in-lieu of leave. If an involuntary separation of employment occurs and the employee has unused annual leave in excess of their personal cap those hours will be cashed out.

- d. Cash-in-lieu (cash-out) will be limited to not more than 640 hours per year; unless the bargaining unit member's individual cap from (b) above is higher. However, in a year in which voluntary separation of employment occurs, a bargaining unit member who has cashed out up to 640 hours or the bargaining unit member's personal cap in that year can also cash out remainder of their leave up to 640 hours or the bargaining unit member's personal cap upon separation.

3) Employees may not retire directly from leave.

4) Effective with the Date of Closing, all non-cash leave benefits from the ML&P contract will be discontinued.

Section 4.2 Scheduling of Leave

Annual leave will be scheduled in advance as follows:

4.2.1

Annual leave which has been requested on or before March 1 for the following twelve (12) months, or as agreed between the parties hereto, will be approved or disapproved, dependent upon the manpower requirements of the Employer. All annual leave will be approved pursuant to consideration of seniority. Approved annual leave shall be granted at the time scheduled. Written approval or disapproval of said leave shall be made within ten (10) days after March 1. Requests which have been disapproved will be granted as soon thereafter as practicable or as agreed by the Union and Employer. Both the Union and the Employer agree that both parties shall take all reasonable action to accommodate for the employee's absence.

4.2.2

When an employee requests extended leave to travel outside of Alaska and so notifies the Employer prior to March 1 and has been scheduled pursuant to consideration of seniority, the employee may take up to sixty (60) days of accrued annual leave and it shall be granted at the time scheduled.

4.2.3 Emergency Leave

In emergencies such as serious illness or other grave personal problems which, in the opinion of Employer merit such consideration, annual leave will be granted immediately, provided that the employee states the reason for requesting such leave. If accrued annual leave is exhausted, the Employer may grant leave without pay under Section 4.3. The Union will cooperate with the Employer to insure to the maximum extent possible that consideration given to emergency requests for annual leave are not abused. Employees will make every reasonable effort to notify the Employer in a timely manner of the need to be absent because of an emergency.

4.2.3.1 Bereavement Leave

In the event of a death in the immediate family, an employee shall be granted five (5) working days, paid leave of absence for purposes of attending the funeral, attending the burial, or dealing with the immediate grief caused by the death. Such leave will not be used as a reduction of the employee's accrued annual leave and may not be banked for future use. Employees will make every effort to notify the Employer in a timely manner of the need to be absent because of bereavement leave and, upon returning from such leave, will confirm the reason leave was taken on a form provided by the Employer. The term immediate family is defined as the following and applies both to the family of the employee and the employee's spouse: child (including foster child and step-child), spouse, sister, brother, parents (including foster parents and step-parents), and grandparents.

4.2.4

Annual leave for a period of over seven (7) days, if requested after March 1, will be requested at least ten (10) days prior to the commencement thereof. Written approval or disapproval of said leave shall be made within five (5) days after request has been received. Annual leave for a period of seven (7) days or less will be requested at least three (3) days prior to commencement thereof. Written approval of said leave shall be made within two (2) days after request has been received. Such annual leave will be granted if, in the opinion of the Employer, its operation will permit. Otherwise, such requests will be granted as soon thereafter as practicable. Annual leave will be granted in units of less than four (4) hours if approved by the Employer.

Section 4.3 Leave Without Pay

4.3.1 Use of Leave Without Pay

(a) Approved Leave Without Pay, (Incremental) - Employees may take leave without pay. The first 80 hours per calendar year of Approved Leave Without Pay (ALWOP) may be granted at the discretion of the Supervisor upon application and consistent with the provisions of Annual Leave in this Agreement. This leave may be taken even if the employee has an annual leave balance.

(b) Approved Leave Without Pay - Leave without pay, not to exceed sixty (60) days in any one (1) year, may be granted at the discretion of the Employer upon application but leave without pay will not be granted to any employee until the employee has used all accrued annual leave, except as otherwise provided in this Agreement. The employee will continue to earn service credit with the Employer during the time the employee is on approved leave without pay status. This section will not apply to leave without pay for employees entering Union service, nor to leave without pay for medical reasons, which are covered elsewhere in this Agreement.

(c) To prevent abuse of leave without pay, whenever an employee who has exhausted all annual leave in the calendar year has used unapproved leave without pay for routine, incidental absences in excess of forty (40) cumulative hours in that year, the employee will be responsible for paying the pro rata share of monthly health care premiums paid by the Employer on any subsequent unapproved leave without pay in that calendar year. The employee's pro rata share will be paid by payroll deduction.

4.3.2 Notification

If an employee seeks leave without pay under this section for a period of over five (5) working days, and requests the leave at least ten (10) working days in advance, the Employer shall give written approval or disapproval of the leave request within five (5) working days after the request is received. If the Employer turns down a request for leave without pay, the Employer will advise the employee whether, in the opinion of the Employer, the employee may take the leave at a later time.

Section 4.4 Sick or Disability Leave

4.4.1 Sick or Disability Leave

When illness or need of medical attention requires that a regular employee be absent from regularly scheduled work three (3) or more consecutive days, commencing after the third day, leave without pay shall be granted by the Employer at the request of the employee. Otherwise, his absence will be charged to annual leave to the extent that such employee has accrued annual leave with the Employer. Such leave will not exceed one (1) year if the employee had less than five (5) years of service credit at the start of such leave, nor exceed two (2) years if the employee had five (5) years or more service credit at the start of such leave. The one (1) and two (2) years caps on leave without pay noted above shall be calculated on a cumulative basis using a rolling five (5) year period.

4.4.2 Medical Verification

If an employee takes annual leave or leave without pay because of claimed illness or need of medical attention, the Employer may require the employee to provide the Employer with a statement from a medical doctor certifying that the employee's absence was necessary for medical reasons in cases of suspected abuse of leave. Additional statements by a medical doctor may be required by the Employer in the case of extended illness or disability. The employee shall receive one (1) hour compensation at the straight time rate (not counted as hours worked). The employee shall be reimbursed for physicians' charges not covered by the employee's insurance upon submission of all relevant documentation.

4.4.3 Substance Abuse Treatment Opportunity

Employees suffering from alcoholism or drug abuse will receive the same consideration that is extended to employees having any other illness.

4.4.4 Employee Responsibility – Treatment

It shall be the employee's duty to seek treatment for alcoholism or drug abuse. In no case shall job security or promotional opportunity be jeopardized by seeking treatment for such an ailment or condition. However, if two (2) alcohol or drug abuse related occurrences occur within a twelve (12) month consecutive period, a third occurrence may be just cause for termination. The employee is responsible for maintaining a satisfactory level of job performance. Failure to do so may result in appropriate corrective or disciplinary action as determined by the Employer.

Intent Statement: The parties understand that the “safe harbor” created by the above section is designed to encourage employees to seek treatment for alcohol and substance abuse, and to protect them against discipline and job loss while they are in treatment if they should stumble once or twice. It is not intended to give employees who have not admitted they have a problem, or sought treatment, the right to abuse alcohol or other substances before they can be disciplined.

4.4.5 Worker’s Compensation

If a regular employee is absent from work because of an injury which is compensable under the worker’s compensation laws, or any other applicable law, the employee will continue to earn service credit until such credit is terminated by mutual agreement of the parties, or at such time as the compensation claim has been fully settled, whichever is earlier. Employee shall furnish Employer with a statement from a medical doctor certifying that the employee’s absence was necessary for medical reasons and a statement certifying that the employee is able to return to work. When an employee is on worker’s compensation, the employee shall continue to accrue annual leave.

4.4.6 Pension Contributions on Worker’s Compensation Pay

Pension Contributions shall be made on a regular employee’s behalf up to a maximum of forty (40) hours of compensation per week for each week the employee receives supplemental payments in addition to workers compensation pursuant to Section 4.8, with contributions capped at maximum of twenty-six weeks.

Section 4.5 Holidays

The days listed below will be recognized as paid holidays:

New Year’s Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday After Thanksgiving	
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year’s Eve	(December 31)
Three Floating Holidays	

4.5.1

The foregoing holidays will be observed on the dates mentioned above, unless other days for their observance are established by statutes or presidential or gubernatorial proclamation. In the event of a conflict between a federal law or federal proclamation and a state law or gubernatorial proclamation with respect to any such observance, the state law or gubernatorial proclamation will control.

4.5.2

In consideration of this Agreement, when a recognized holiday falls on a Sunday, it will be observed on the following Monday, when a recognized holiday falls on a Saturday, it will be observed on the preceding Friday. If Christmas or New Year's falls on a Saturday, it will be observed on Friday, and Christmas Eve or New Year's Eve will be observed on Thursday. When Christmas Eve or New Year's Eve falls on a Sunday, it will be observed on the preceding Friday.

In consideration of the Tuesday through Saturday shift the following will apply:

When a recognized holiday falls on a Monday, it will be observed on the following Tuesday; when a recognized holiday falls on a Sunday, it will be observed on the preceding Saturday. If Christmas or New Year's falls on Sunday, it will be observed on Saturday, and Christmas Eve or New Year's Eve will be observed on Friday. When Christmas Eve or New Year's Eve falls on a Monday, it will be observed on the preceding Saturday.

In consideration of the Sunday through Thursday shift, the following will apply:

When a recognized holiday falls on a Saturday, it will be observed on the following Sunday; when a recognized holiday falls on a Friday, it will be observed on the preceding Thursday. If Christmas or New Year's falls on Friday, it will be observed on Thursday, and Christmas Eve or New Year's Eve will be observed on Wednesday. When Christmas Eve or New Year's Eve falls on a Saturday, it will be observed on the preceding Thursday.

4.5.3

The floating holidays shall be observed on a day mutually agreeable to the employee and Employer. Employees who want to use their floating holiday on Martin Luther King Day (third Monday in January) will be allowed to do so provided Employer can maintain essential operations.

Section 4.6 Jury Duty

An employee shall promptly inform the employee's supervisor when the employee receives a summons for jury duty. If an employee is absent from work on a regularly scheduled workday in compliance with a summons for jury duty, or is subpoenaed to appear because the employee's presence was directly related to the discharge of duties with Employer, such employee will be administratively excused with pay for the period that the employee's absence for such duty is necessary. The employee will be paid the applicable straight time, day rate, less the difference between any jury fee received by the employee and any parking fee paid by the employee. No shift premium or overtime will be paid for jury duty. No charge against annual leave will be made for absence from work in compliance with a jury summons or subpoena referred to above.

Shift workers shall be assigned to day shift Monday through Friday when serving. For each day while on jury duty, the employee shall obtain from the clerk of court a note indicating when the employee is released from jury duty; if two (2) or more hours remain in the work day, excluding a lunch break if the employee did not receive such a break during jury duty, the employee shall return to work as soon as is reasonably feasible.

Section 4.7 Voting Time

An employee desiring to vote in a federal, state, or municipal election may do so, provided the employee is eligible to vote in that particular election for which the employee requests the time off and that the employee can reasonably be spared from the employee's duties. The Employer may schedule voting time throughout the day; provided, however, that employees scheduled to vote just prior to the end of their schedule workday will be given one (1) full hour. Absence from work for voting time shall be charged against annual leave.

Section 4.8 Payment in Addition to Worker's Compensation

The Employer will pay weekly to any employee disabled in Employer's employment a sum equal to the difference between the total amount of compensation to which the employee is entitled under the Alaska Worker's Compensation Act and/or under any other disability insurance program in which Employer may participate, and seventy-five percent (75%) of the total wages to which the employee would have been entitled, computed at the straight time rate for the employee's regularly scheduled hours of employment, had the employee been on active employment; provided, all such payments in lieu of wages shall be limited to the period for which the employee is entitled to disability compensation, but not to exceed a total of twenty-six (26) weeks; and provided, further, Employer may require the employee

to furnish satisfactory evidence of the sums received as disability compensation and medical evidence justifying the employee's continued receipt of such disability compensation.

4.8.1 Certification Upon Return to Work

Each employee, upon returning to work, will provide the Employer with a physician's statement authorizing such return and stating work limitations required, if any. After returning to work, if the employee is observed to have problems in performing the employee's job, the employee may be requested to return to the employee's treating physician for a written evaluation of work that may be safely performed, and time required for this evaluation shall be considered as hours worked. Employer agrees to provide the treating physician, prior to this evaluation, with a written description of the physical requirements of the job.

Section 4.9 Pregnancy Leave

Employees, who are disabled as a result of pregnancy, child birth, or a related medical condition, shall be granted the same consideration as an employee having any other disability.

In the event state or federal law does not require that an employee who becomes the parent of either a new-born or adopted child receive at least eight weeks of leave, the following provision shall become a part of the collective bargaining agreements with the Outside, Generation, and Office and Engineering bargaining units:

Parent Leave An employee who becomes the parent of either a new-born or adopted child may take up to eight (8) consecutive weeks of annual leave or leave without pay. Leave under this section must begin no later than four (4) months after birth or adoption of the child. All accrued annual leave in excess of forty (40) hours will be taken prior to commencing leave without pay. Whenever possible, parent leave shall be requested at least ninety (90) days in advance.

Section 4.10 Military Leave

An employee absent from the employee's employment in order to discharge military service required by law will be granted leave without pay for the period of such service or, at the employee's option, annual leave to the extent such leave has been accumulated.

Section 4.11 Blood Bank

Employees who volunteer in an emergency to donate blood shall be excused and compensated at their regular straight-time rate for travel time and actual time spent donating.

Section 4.12 Employee Notice of Absence

If an employee is unable to report to work due to illness or disability, the employee will make every reasonable effort to notify Employer by either personally notifying the employee's supervisor or by leaving a message on the company voice mail of the employee's supervisor prior to the start of the employee's regularly scheduled shift.

ARTICLE 5

Hours of Work and Compensation

Section 5.1 Workday and Workweek

The normal work day and work week shall consist of five (5) consecutive eight (8) hour days, 8:00 a.m. to 4:30 p.m., Monday through Friday.

5.1.1

Employees shall be allowed sufficient opportunity before quitting time to put away tools and equipment. Only actual time required shall be taken for this purpose.

5.1.2 Meal Breaks and Rest Breaks

5.1.2.1

All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration. The meal period shall begin not more than ½ hour prior to the midpoint of the shift nor more than 1 hour following the midpoint of the shift. The Employer may determine when the meal period will occur within this time frame. A crew may choose to take an unpaid meal period of one hour; however, the end of the normal workday shall be extended by one-half (½) hour.

If work continues beyond one hour past the midpoint of the shift without starting the lunch break, it shall be at double the straight time rate until relieved for the normal 1/2 hour lunch period up to a maximum of three (3) hours at double the straight time rate. When the delayed lunch period is taken it shall be on the Employer's time at the straight time rate. It is intended that the employees will take the lunch period as close as practical to their scheduled meal period, so long as the work required to restore outages, to resolve emergencies, or to make hazardous conditions safe has been completed.

If the employee is unable to eat before the end of the employee's regular scheduled shift, the employee shall be provided ½ hour at the straight time rate to eat a meal.

5.1.2.2

When employees are reasonably close to their starting location or where a lunch is available, such as a restaurant, at the lunch time the Employer will allow the use of Employer's vehicle to travel to and from lunch provided employees travel on their own time.

5.1.2.3

In the event the work location is such that a hot lunch and sanitary conditions are not reasonably available, the lunch period shall be considered as time worked and the employee paid at the applicable overtime rate.

5.1.2.6

Employees working a straight (8) hour shift with no lunchtime provision will eat on company time. The meal period shall begin not more than ½ hour prior to the midpoint of the shift nor more than 1 hour following the midpoint of the shift. The Employer may determine when the meal period will occur within this time frame.

If work continues beyond one hour past the midpoint of the shift without starting the lunch break, it shall be at double the straight time rate until relieved for the normal ½ hour lunch period up to a maximum of three (3) hours at double the straight time rate. When the delayed lunch period is taken it shall be on the Employer's time at the straight time rate. It is intended that the employees will take the lunch period as close as practical to their scheduled meal period, so long as the work required to restore outages, to resolve emergencies, or to make hazardous conditions safe has been completed.

If the employee is unable to eat before the end of the employee's regular scheduled shift, the employee shall be provided ½ hour at the straight time rate to eat a meal.

5.1.2.7

When an employee is required to work two (2) hours or more immediately following his regularly scheduled shift, or four (4) hours or more after a call-out, he shall be furnished a meal by the Employer on the Employer's time at the straight time rate and every four (4) hours thereafter until relieved. Eating shall be accomplished as quickly as reasonably possible not exceeding one (1) hour if returning to work after eating. One-half (1/2) hour shall be permitted also at straight time if the employee eats after he has finished work, but the employee shall be permitted to elect to take in lieu of the meal furnished by the Employer \$20.00 and one-half hour at the double time rate. A \$30.00 (includes gratuity) ceiling is established for meals that are eaten. In the interest of safety or to minimize the duration of an outage, the Employer may require an employee to delay no more than one meal period.

5.1.2.8

If a call-out has caused an employee to miss breakfast at home, the Employer will provide this meal and time to eat it, not to exceed one-half (1/2) hour.

5.1.2.9

Entitlement to meal money will be noted on the time card and certified by the appropriate supervisors and will be paid concurrently with the wages for the same day.

5.1.2.10

Where the working situation permits the employee may take a break of at least fifteen (15) minutes duration during the first and second halves of each shift.

5.1.3 Workday, Workweek, Flexible Workday, Optional Workweek

The definitions of workday, workweek, flexible workday, and optional workweek are provided within this Agreement. The Union and the Employer may modify workdays, workweeks, or optional workweeks by mutual agreement except as provided in Section 5.1.3.8. The Employer shall give full consideration to an employee's child care needs when making assignments to alternate work schedules.

5.1.3.1 Swing Shift

A second or swing shift consisting of eight (8) hours may be established. Normally the running of service drops will be limited to daylight hours. When running of services after dark, the residents of the immediate area will be notified prior to the employees beginning such work. When a Journeyman Lineman is assigned to the swing shift loop wagon, they shall receive 115% of the applicable wage rate for all hours worked while assigned to the swing shift loop wagon.

The workday will be from 4:00 p.m. to 12 midnight unless otherwise mutually agreed.

5.1.3.2 Mid-Shift

A third or mid-shift consisting of eight (8) hours may be established.

The workday will be from 12 midnight to 8:00 a.m. unless otherwise mutually agreed. When a Journeyman Lineman is assigned to the mid-shift loop wagon, they shall receive 125% of the applicable wage rate for all hours worked while assigned to the mid-shift loop wagon. A Leadman will also receive pay at the Foreman rate.

5.1.3.3 Night Shop Mechanic

For a night shop mechanic, as defined in Section 11.1.14 herein, a normal workday will begin at 4:00 p.m. and end at 12 midnight, Monday through Friday.

5.1.3.4 Tuesday-Saturday and Sunday-Thursday Loop-Wagon

In an effort to provide on-duty coverage for a seven (7) day per week operation, the Employer may establish an optional workweek for a loop wagon of Tuesday through Saturday and/or Sunday through Thursday between the hours of 8:00 a.m. through 4:30 p.m. Employees working these shifts will be compensated at the appropriate straight time wage rates for those hours. However, straight time hours worked Saturday by the Tuesday through Saturday loop wagon will be compensated at 125% of the appropriate wage rate. Straight time hours worked on Sunday by the Sunday through Thursday loop wagon will be compensated at 135% of the appropriate wage rate. This compensation is provided by the Employer to the employee as an incentive to minimize the scheduling of single days of annual leave on Saturdays and Sundays. The Employer and these employees will work to minimize disruption caused by scheduling annual leave on Saturdays and Sundays. Annual leave taken or overtime pay for Saturdays will not be compensated at the 125% rate. Annual leave and overtime on Sundays will not be compensated at the 135% rate.

Assignment to these optional loop wagon workweeks will be by bid provided that if no qualified bids are received, the Employer may assign employees on the basis of reverse seniority order.

5.1.3.6 Construction and Maintenance Classifications

The Employer may establish a swing shift for the construction and maintenance classification employees, provided 48-hour notice is given. The swing shift may be 4:00 p.m. to 12:00 midnight, Monday through Friday. Any change in shifts shall require a 48-hour notice, thereby requiring each shift scheduled to be not less than two (2) days in duration. This optional shift is to provide flexibility for the construction and maintenance classification employees.

5.1.3.7 Night Warehouseman

For a night warehouseman as defined in Section 11.1.17 herein, the normal workday will be from 3:30 p.m. to 11:30 p.m. unless mutually agreed otherwise.

5.1.3.8 Flexible Workday

For all recognized shifts within this Agreement, the Employer may change the start time by up to one hour before or after the regular start time. The Employer shall notify the employee(s) by the end of the shift plus one work day before the required start time (e.g., notice by 4:30 p.m. Tuesday for work on Thursday). Employees working under this provision shall attend Safety Training sessions in accordance with Article 8.4.

5.1.3.9 Evening Warehouseman

For an evening warehouseman as defined in Section 11.1.17 herein, the normal workday will be from 1:00 p.m. to 9:00 p.m. unless mutually agreed otherwise.

5.1.3.10 Night Shop Mechanics Helper

For a night shop mechanics helper, as defined in Section 11.1.16 herein, a normal workday will begin at 4:00 p.m. and end at 12 midnight, Monday through Friday.

Section 5.2 Compensation

5.2.1 Regular

Except as otherwise specifically provided in this Agreement, compensation for the first eight (8) hours of work in any one workday and for the first forty (40) hours of regularly scheduled work in any one workweek will be at the regular rate of compensation for the job classification concerned.

5.2.2 Overtime

All work performed in excess of eight (8) hours during the first five (5) days of the employee's workweek and all work performed on the sixth (6th) and seventh (7th) days of the employee's workweek will be compensated at double the applicable straight time rate.

5.2.3 Holiday Compensation

When an employee is required to work on a paid holiday listed in Section 4.5 hereof, subject to the condition therein stated, he will be paid the appropriate straight time rate for the eight (8) hours of the holiday and, in addition, he will receive double the appropriate, straight time rate for all of the time worked during the holiday. An employee on leave without pay on the day before or after a holiday will not be eligible for holiday pay.

5.2.4 Compensation During or in Lieu of Annual Leave

An employee who is eligible to receive annual leave under the terms of this Agreement and who is on annual leave will be paid at the employee's straight time rate in effect when such leave is taken and on the day the employee would be paid were the employee on duty in the employee's regular job. An employee who is eligible to receive annual leave under the terms of this Agreement and who is temporarily working in a higher classification will be paid for annual leave taken at the higher wage rate after the employee has served in the higher classification for more than thirty (30) calendar days.

Upon termination, an employee who is eligible to receive annual leave under the terms of this Agreement will receive a lump sum payment in lieu of accrued annual leave, which payment will be computed at the employee's straight time rate. No employee shall be required to take cash payments in lieu of annual leave except when an employee resigns, is laid off, or is terminated.

An employee who is eligible to receive annual leave under the terms of this Agreement may receive payment in lieu of annual leave on a quarterly basis. In an emergency, payment without regard to the quarterly limitation may be authorized consistent with Chugach's established policy. All cashing of leave shall be at the employee's regular hourly straight time rate of pay. An employee who is eligible to receive annual leave under the terms of this Agreement may cash in accrued leave at a higher wage rate when the employee is temporarily working in a higher classification only after the employee has served in the higher classification for more than thirty (30) days.

5.2.5 Call-Out Pay

An employee who is required to return to work outside his regular hours of duty will be paid a minimum of two (2) hours at the applicable overtime rate, or holiday rate, whichever is appropriate.

In the event an employee accepts a call-out, he shall be considered working and receive the appropriate wage rate for all hours from the time the call is accepted until return to show-up, as herein defined.

Any employee accepting a call-out must be available to immediately respond and make every effort to report to the employee's appropriate show-up as soon as possible.

5.2.6 Call-In Pay

If an employee is instructed by his supervisor to report for scheduled work on a day such employee would not normally be on duty, or on a holiday, and such work is subsequently cancelled, the employee will be paid a minimum of two (2) hours at the applicable overtime rate, or at the holiday rate.

5.2.7 Per Diem

If the Employer requires an employee to be away from home overnight, the Employer will furnish all meals and lodging. When an employee is away from home he shall have the option of receiving \$150.00 per diem in lieu of the Employer furnished meals and lodging for all days which he may be required by the Employer to remain away from home.

5.2.8 Relief

An employee who has been on duty for four (4) or more hours outside of his normal shift shall not be required to report for work the following scheduled workday until he has had a minimum of ten (10) hours of relief. An employee who has been on duty for two (2) to four (4) hours beyond midnight shall not be required to report for work the following scheduled workday until he has had a minimum of eight (8) hours of relief. The employee shall be paid at his applicable rate for those scheduled hours included in his ten (10) hours of relief. If the Employer requests the employee to come back to work without the minimum of ten (10) hours of relief, the employee shall be compensated at double the straight time rate until he is relieved. In the interest of safety, the Employer may determine when an employee is required to rest.

5.2.9 Notice for Out of Town Work

When an employee is required to be out of town on scheduled work, the employee will be notified two (2) working days in advance and the work period will be for a minimum of ten (10) hours a day. If the employee does not receive two (2) days notice, the employee shall be considered working and receive the appropriate wage rate for all hours from show up to show up as defined in Section 11.12.

In the event of unexpected absence of an employee previously scheduled to work out of town, a voluntary replacement may substitute and be given a reasonable amount of time to pack personal items. Hours and compensation will be on same basis as employee given two (2) days' notice.

Section 5.3 Compensation of Employee Working in Higher Classification

When an employee is temporarily required to perform work in another classification for more than thirty (30) minutes in the morning before lunch, the employee shall be paid the higher rate that either classification calls for under the contract for a period not less than two (2) hours. If an employee performs such work in the afternoon for more than thirty (30) minutes, he shall be paid at the higher rate for not less than two (2) hours.

5.3.1

When a swing shift Loop Wagon leadman assumes the position of temporary foreman, he will receive pay as a foreman. When a swing shift or midshift Loop Wagon driver assumes the position of temporary foreman, he will receive pay of a foreman.

Section 5.4 Temporary Transfer to Lower Classification

No employee will suffer a reduction in pay by reason of the employee's temporary transfer to a job carrying a lower pay classification. If an employee voluntarily bids into a lower pay classification, the employee will be paid at the lower pay rate.

Section 5.5 Air Travel

Employer guarantees that, in the event an employee subject to this Agreement dies from injuries suffered as result of being required to travel by air at the direction of Employer, or in the discharge of duties to Employer, the total sum of \$500,000 will be paid to the employee's beneficiary, or beneficiaries, as designated by the employee.

5.5.1 No Flying Roster

An employee subject to this Agreement who does not wish to be assigned to work of the Employer requiring travel by aircraft will signify that wish by signing a "No Flying Roster" to be maintained by the Employer. The employees whose names appear on the "No Flying Roster" will not be assigned to work of the Employer requiring travel by aircraft. Two flying rosters will be maintained, one fixed wing; the other rotary (helicopters) and any employee will be allowed to change status once annually.

5.5.2 Aircraft

All personnel flights authorized by the Employer will be in twin-engine fixed wing aircraft. When helicopters are utilized, they will be float equipped.

Section 5.6 Pay Period and Payday

The Employer shall establish a payroll system providing for the payment every Thursday for the one (1) week pay period ending Wednesday the previous week. If a Thursday payday falls on a day recognized as a paid holiday by Employer, the last workday preceding will be payday. Employees subject hereto will be paid on or before the completion of their scheduled workday.

5.6.1 Wage Discrepancies

The following procedures will govern the compensation due an employee when a time sheet has been completed and approved by the employee's supervisor. Wages will be paid consistent with the time sheet and, in the event of a discrepancy, wages will be paid on the next check and discrepancies will be handled through the shop steward, employee, and supervisors involved. Journeyman having time made out by foreman will approve each daily time sheet.

Section 5.7 Pay on Termination

When an employee is terminated for cause or to effect a reduction-in-force, the employee will be paid all wages to which the employee may be entitled, together with such other sums as may be due the employee pursuant to the terms of this Agreement, no later than the close of the same business day. If an employee terminates voluntarily, all earnings and other sums due the employee will be paid to the employee not later than close of business on the next business day following the employee's last workday; provided that checkout has been successfully completed. Employees shall be given a termination slip at the time of termination.

Section 5.8 Statutory Employee Benefits

Upon application of an employee or authorized representative of the Union, the Employer will furnish evidence that it has complied with all statutory requirements with respect to worker's compensation, unemployment compensation, old age and survivor's insurance and any other statutory benefits to which employees of the Employer are entitled.

Section 5.9 Longevity

Those employees listed in Appendix A hereof will receive additional compensation at the rate of one percent (1%) per year, not to exceed ten (10) years of continuous employment with the Employer, to be computed as follows: On the first (1st) of the month following the completion of each continuous year of employment, the rate of compensation of the employee concerned will be increased by his accumulated percentage (up to ten percent (10%) of his current wage rate). Base rate equals wage rate plus longevity. Employees hired after March 9, 1987 shall not receive longevity.

Section 5.10 Moving Expenses

Employees who transfer to any location outside of Anchorage or from any location outside of Anchorage to Anchorage, or to or from other mutually agreed locations, will be reimbursed for all reasonable moving expenses, and, in addition, a

maximum of thirty (30) days lodging and meals while staying at a recognized motel or hotel.

Section 5.11 Pyramiding of Overtime

No employee shall receive more than one (1) overtime rate for the hours worked and if more than one (1) overtime rate is applicable to the same hours worked, the higher rate only shall be paid.

Section 5.12 Hot-Stick Work

Premium pay for hot-stick work will be allowed to crews while working with such equipment on voltages in excess of 5,000 volts. Hot-stick work will not include the opening and closing of switches, the removal and replacement of fuses, or the lifting and replacing of hot-taps when hot-line clamps are used. Hot-stick compensation will be at fifteen percent (15%) above the applicable hourly rate.

Section 5.13 High Work

All linemen employed on work 70 feet above the ground, or higher, shall be eligible for high time for all the time they are above 70 feet. High time is defined as one (1) hour straight time above the applicable hourly rate of pay. A minimum of two (2) hours high time shall be paid to any employee who qualifies for such consideration. No high time shall be paid for any such work which is performed less than 70 feet above the ground.

Section 5.14 Licensing and Certifications

The Employer shall pay for, or reimburse employees for, all expenses incurred to maintain any license and certification required by Employer, or by local, state or federal law or regulation, as a condition of employment. The Employer is responsible to provide any training and fees associated with such certificates, permits and licenses. A typical example is the Commercial Driver's License or Certificate of Fitness. If any change in State regulations requires additional licensing of existing personnel to perform required duties within their classification, all affected personnel will have a reasonable time to comply with this requirement. Employees shall obtain written approval from the Employer prior to incurring expenses for which an employee seeks reimbursement. Where the Employer is required to pay the expenses of licensing or certification, the Employer shall determine the means and methods used to provide any necessary training or testing.

ARTICLE 6 Apprentices

Section 6.0

Employer agrees to abide by the Bureau of Apprenticeship Training approved Training Standards for apprentices.

Section 6.1 Apprentices

An apprentice is an employee who is being trained to qualify as a journeyman in one of the electrical workers trades covered by this Agreement and who has been properly indentured by the Alaska Joint Electrical Apprenticeship Trust (AJEATT). All apprenticeship training will conform to the AJEATT Standards. In recognition of the nature of such apprenticeship employment, the Employer agrees that:

Section 6.1.1 Ratios

The ratio of apprentice to journeyman will not be greater than the following:

Two Man Crew – One Journeyman and One Apprentice

Street lighting including street light head and mast installation, repair, replacement and re-lamping. Substation inspections and fire crew work may be performed by one (1) journeyman and one (1) apprentice or two (2) journeymen and one (1) apprentice; however, high voltage switching must be done by at least two (2) journeymen or other qualified employees. When working on secondary voltages of 400 volts or more there must be a minimum of one (1) journeyman and one (1) hot apprentice.

Three Man Crew – Two Journeymen and One Apprentice

Two (2) journeymen and one (1) apprentice] may install new small underground distribution line extension construction. When one (1) journeyman is absent for a day, the remaining journeyman and apprentice may continue to install underground secondaries.

Substation Work

In cases where there are usually three (3) journeymen, one can be an apprentice. For all other substation work, the ratio shall be three journeymen to one apprentice. When one of the three (3) journeymen is absent for a day or less the remaining journeymen and apprentice can continue to perform the work of the three (3) man crew provided it can be done safely with fewer than three (3) journeymen.

Four or Five Man Crew

The crew structure shall consist of three (3) journeymen and one (1) hot apprentice or four (4) journeymen and one (1) hot or cold apprentice. The above crew structures can perform all aspects of Transmission and Distribution Construction and Maintenance.

Transformer/PCB Shop

The transformer shop is generally staffed with two (2) journeymen. When an apprentice is assigned to the transformer shop for a training opportunity and one (1) journeyman is absent for a day, the remaining journeyman and apprentice may continue to work provided the work is confined to the shop for a cold apprentice.

Section 6.2 Duties of Apprentice Lineman

The following rules concerning apprentice lineman's duties have been adopted by the Alaska Electrical Joint Apprenticeship Training Trust:

6.2.1

During the first year, or 2,000 hours, the apprentice should be restricted to work on the ground only. The employee will become familiar with the nomenclature of tools and materials and the use of various tools. The employee will actually work with tools under the supervision of a journeyman on such work as making up guys, fitting cross-arms, pulling anchor guys, installing ground rods, tamping poles and anchors, etc. During this period the employee will be instructed in the proper techniques of handling wire and other materials that require special handling.

6.2.2

During the second year, or second 2,000 hour period, the employee will commence learning to climb and will do all phases of line work which do not take the employee into proximity of the voltages above 480 volts. The employee will work closely with and under the direct supervision of a journeyman, and the employee will be encouraged to learn by doing.

6.2.3

During the third year and fourth years of apprenticeship, the employee should do all phases of line work. During this period of apprenticeship the employee should learn to work with hot-sticks and learn to work on other circuits that are energized with rubber gloves. The employee should learn to properly apply rubber goods on the structures and wire on which the employee is working.

6.2.4

During the employee's entire apprenticeship, the employee should take advantage of every possible opportunity to learn how to operate equipment, such as excavators, dozers, bucket trucks, boom trucks, winches, etc. The only limitations shall be that under no circumstances shall the employee be used to operate equipment unless there is a journeyman available and present who can also operate the aforementioned equipment. In addition, only during the third or fourth year of apprenticeship shall the employee operate equipment used in work performed in the primary zone of line work.

Section 6.3

The wage and benefit rates for apprentice positions shall be consistent with those established in the Inside/Outside NECA IBEW Alaska Electrical Construction Agreement, as amended.

Section 6.4 Apprentice Contributions

The Employer agrees to contribute \$.40 per compensable hour for each employee to provide improvement programs and apprenticeship training; \$.20 of the designated \$.40 per compensable hour shall be deducted from all classifications of employees base rate within this Agreement. Contributions shall be remitted monthly to the Alaska Electrical Apprenticeship and Training Trust Fund. Either party may at any time, with seven days written notification to the other party, cancel that portion of the contribution designated.

ARTICLE 7

Organizational of the Employer

Section 7.1 Organization of Employer

The Union and the Employer recognize the importance of modern management principles and the continuing need for flexible management. As a part of this program the Employer will maintain departmental organizational charts. These will be made available to the Union within (10) working days upon request.

Section 7.2 Delegation of Authority

Delegation of authority shall be from an appropriate company representative, including supervisors, to a foreman, senior technician, senior meter reader, senior shop mechanic or leadman who, in turn, will instruct journeyman, operators, apprentices, or other employees, as assigned.

Section 7.3 Personnel Evaluations Reports

Once each calendar year all employees covered by this Agreement may be evaluated for standards of performance by his immediate management supervisor. The immediate management supervisor will discuss the evaluation with the employee privately, and the employee may comment on the personnel evaluation report. The complete evaluation, along with any employee comments, shall be included in the employee's official personnel file.

ARTICLE 8

Safety

Section 8.1 State Safety Codes

The applicable electrical safety codes which have been adopted by the State of Alaska, and any duly adopted amendments thereto or substitutions therefore, are hereby adopted by the parties as the minimum standards of safety to be met in the implementation of this Agreement and the assignment to and discharge of work by employees covered herein.

Section 8.2 Dangerous or Hazardous Work

In the interest of safety, two (2) journeyman, or a journeyman and third year apprentice, will work together on all circuits energized at 400 volts or higher. The foreman will decide, after due consultation with the employees concerned, whether weather or other conditions permit the performance of hazardous or dangerous work. All voltages in excess of 5,000 will be deemed dangerous and hazardous and will be worked only with hot sticks. All voltages between 400 and 5,000 will be worked with rubber gloves or hot-sticks, or with both such gloves and hot-sticks.

8.2.1

All work performed inside energized substations and switchyards shall be done by journeyman substation lineman, substation technicians, journeyman lineman, electronics technicians, journeyman wiremen, journeyman metermen, construction, maintenance men, mechanics and apprentices. Nothing herein precludes management personnel from being in substations issuing instructions or performing design and as-built work in accordance with the "Letter of Understanding between CEA and IBEW Concerning Relay/Control Wiring Technician, Substation Technician and Substation Lineman Classifications," so long as such design and as-built work does not involve the use of hand tools. If after due consideration, work performed by other crafts, or design engineers inside or in the vicinity of switchyards and substations, is deemed by the Employer to require a safety watch, a qualified substation lineman, substation technician, or journeyman lineman shall be assigned as a safety watch.

Section 8.3 Helicopters

No employee subject hereto will be required to work under a hovering helicopter. The Employer agrees to honor any state safety rules covering helicopters. In addition, the ground crew will be furnished a radio with the helicopter's frequency while working with helicopters. No equipment shall ride in the passenger area when passengers are present.

Section 8.4 Safety Training

The Employer will schedule, and employees subject hereto will attend and participate during normal working hours in safety training meetings on the following schedule:

One-half hour safety meeting on each Monday (or the first working day thereafter).

One hour safety training meeting on the third working Monday of each month. This one hour meeting shall be immediately following and in addition to the one-half hour safety meeting referenced above.

The Employer shall provide the applicable training required to secure and maintain a state approved first aid and CPR certificate.

A total of four (4) hours annually of pole top rescue training for all classifications required to perform aerial work will be conducted each calendar year.

Employer may exclude meter readers from attendance at such safety meetings, except that such employees shall attend a minimum of four (4) safety meetings during a calendar year.

Management and Employee Committee members or their representatives will participate in these safety meetings.

Employees due at the meetings shall not be excused if normally due at work. Outages and emergency situations shall be taken care of immediately, if possible. Safety meetings missed due to outages or emergency situations shall be made up, if possible, within the month that it was scheduled.

A Safety Committee consisting of two (2) employees subject hereto and two (2) representatives of the Employer shall meet at least one (1) time a month for the purpose of reviewing the progress of safety training and making such changes in the program as the facts may require. At the final monthly meetings in each calendar year, the Safety Committee will adopt a safety training program for the calendar year next following. Training which is required by regulation shall be evaluated for inclusion by the Safety Committee based on its applicability to safety. Union will provide for the selection of employee representatives for the Safety Committee, including filling vacancies thereon. It will be the mutual concern of the parties hereto that, recognizing their common objective of promoting the safety of

employees and the public, reasonable and rational safety programs and practices will be initiated and diligently implemented.

Any rolling stock may be red-tagged if at least one (1) management representative and one (1) union representative in the Outside Unit agree that the equipment under their jurisdiction requires repair prior to use.

Section 8.5 First Aid Certificates

All employees performing the duties of foreman, leadman or senior classifications covered hereby will possess a current Red Cross First Aid Certificate and a current CPR Certificate or a State of Alaska approved equal.

Section 8.6 Physical Examination

Prior to starting work in a classification covered hereunder, all applicants, following the notice of hire, may be required to have a complete medical examination. The Employer requires that such medical examination be made by a properly licensed medical doctor. This doctor will be chosen by the Employer and such examination will be at the Employer's expense. Following notice of hire the Employer shall make every effort to schedule pre-employment physicals as soon as possible.

Individuals who are hired by the Employer for a position with a federal or state requirement to have a Commercial Driver's License ("CDL") will be required to report to the clinic chosen by the Employer for a pre-employment drug test immediately upon notification of hire. The pre-employment drug test will be done in accordance with the standards set by the Department of Transportation. The pre-employment physical for individuals with a CDL requirement may not be performed until the Employer receives notification that the pre-employment drug test was negative. Individuals who refuse to report immediately for the pre-employment drug test will be rejected. The Employer shall notify the Union of any such refusal to test.

Section 8.7 Emergency and First Aid Equipment

The Employer will furnish such safety devices and equipment as may be reasonably necessary to the safety of employees hereunder, and such first aid equipment and supplies as may be reasonably necessary for proper emergency treatment of such employees. All reasonably necessary protective equipment for employees working on energized facilities, including hard hats, gloves, and rubber boots, will be furnished and properly maintained by the Employer. Employees hereunder will use safety equipment on all appropriate occasions.

Section 8.8 Heated Man-Hauls

Heated man-hauls will be provided at all times whenever possible.

Section 8.9 Oversized Items

Unloading of large and bulky items at International requiring equipment other than a forklift will be supervised by a journeyman lineman.

Large and bulky items referenced above are defined as equipment and materials related to work covered under this Agreement. Except for the loading and unloading of wood and steel poles, substation class power transformers, breakers and structures requiring the use of cranes and special rigging, qualified and trained warehousemen may utilize boom trucks of 12 tons or less rating, without special rigging that is appropriate for handling materials moving into and out of Chugach's warehouse complex.

Section 8.10 For Cause Drug and Alcohol Testing

The Employer and the Union are committed to maintaining a safe and healthful working environment for all employees. In addition, Employer has an obligation to ensure public safety and trust with regard to Association work environment and services. Accordingly, the use of alcohol or controlled substances, including marijuana, cocaine, opiates, heroin, amphetamines, and phencyclidine, or other controlled substances prohibited by state or federal law is strictly prohibited and may result in discipline in accordance with the appropriate labor agreements and Employer's policies.

"For-Cause" drug or alcohol testing will be applicable to all employees covered by this Agreement.

No Bargaining Unit Employee will be tested for drug metabolites or alcohol unless there exists probable suspicion that the employee to be tested is using or is under the influence of drugs or alcohol. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the on-duty employee.

An employee suspected of using or being under the influence of drugs or alcohol may have a Union Shop Steward or alternate present when the employee is being observed by Employer for the above suspicions.

The testing shall be done by a qualified Laboratory (the Laboratory) designated by Employer.

The Employer representative and Steward must have received training in the signs of drug and alcohol intoxication in a training program endorsed or conducted by Employer, except that training is not a prerequisite in situations where the employee's drug or alcohol use or impairment would be obvious to a person of ordinary intelligence and perception. Employer will make attendance at its drug and alcohol training program available to Union Shop Stewards so they may receive the same training as Employer representatives.

If the Employer Representative has probable suspicion to believe that the employee is using or is under the influence of controlled substances or alcohol, he/she shall require the employee (in the presence of a Union Shop Steward) to go to the Laboratory to provide urine specimens for laboratory testing. The Employer representative may also accompany the affected employee and Shop Steward to the Laboratory. Transportation to the laboratory will be provided by the Employer. In the event a Shop Steward is not immediately available, Employer will contact the alternate Shop Steward to go to the laboratory. In the event that the alternate is not immediately available, Employer will contact the Union Business Representative or his/her designated representative. If none of the above are available, Employer reserves the right to observe an employee suspected of using or being under the influence of drugs or alcohol without the presence of a Union Representative. Additionally, if none of the above Union representatives are available, Employer reserves the right to require an employee when Employer has probable suspicion that he/she is using or is under the influence of controlled substances or alcohol, to go to the Laboratory to provide urine specimens for laboratory testing without the presence of a Union representative.

An employee suspected of using or being under the influence of controlled substances or alcohol will be suspended with pay pending Employer's receipt of the test results from the Laboratory.

The employee may not be required to take a drug or alcohol test if the employee's actions are reasonably explained to the satisfaction of the Employer representative to be due to causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reactions to noxious fumes or smoke, etc.). In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or

alcohol or to other causes, the drug testing procedure contained herein shall be used.

It will be the responsibility of the employee to notify the Laboratory of any prescription or non-prescription medication the employee is taking.

The Employer representative must make a written statement of the observations on which probable suspicion is based within twenty-four (24) hours. A copy must be provided to the Shop Steward or other Union official. Included in this statement will be the Employer representative's efforts to contact the Stewards or representative.

Third party reports of drug use or aberrant behavior which are not confirmed by Employer representative observations shall not constitute probable suspicion or be grounds for testing.

The Employer will require urine specimens only, unless the employee consents to withdrawing of a blood specimen. At the time the specimens are collected, the employee shall be given a copy of the specimen collection procedures. Specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the Laboratory are those of the employee. The employee shall sign test laboratory form(s) authorizing the tests and disclosure of the test results to the Employer.

Failure to provide a specimen, refusal to take a drug or alcohol test or sign test laboratory form(s) or cooperate with the clinic personnel will constitute a presumption of intoxication and the employee will be subject to appropriate disciplinary actions.

The Laboratory shall maintain the chain of custody by reasonable means designated to show the handling of the specimen from the time it is collected until all tests are completed, and thereafter, until the specimen is properly disposed of.

Split testing methodologies and chain of custody procedures will be provided from the Laboratory for review by the Employer and Union. Other laboratories may be used upon mutual consent of the Employer and Union.

The initial and confirmation cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs and alcohol shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HSS Guidelines), except that the cutoff levels for the following substances shall be as follows:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana Metabolites (THCA)	50 ng/ml	THCA	15 ng/ml
Cocaine Metabolites (Benzoylecgonine)	150 ng/ml	Benzoylecgonine	100 ng/ml
Opioid metabolites	2000 ng/ml	Codeine	2000 ng/ml
Codeine/ Morphine	2000 ng/ml	Morphine	2000 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Hydrocodone	300 ng/ml	Hydrocodone	100 ng/ml
Hydromorphone	100 ng/ml	Hydromorphone	100 ng/ml
Oxycodone	100 ng/ml	Oxycodone	100 ng/ml
Oxymorphone	100 ng/ml	Oxymorphone	100 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine	500 ng/ml	Amphetamine	250 ng/ml
Methamphetamine	500 ng/ml	Methamphetamine	250 ng/ml
AMP/MAMP	500 ng/ml	AMP/MAMP	250 ng/ml
MDMA/MDA	500 ng/ml	MDMA/MDA	250 ng/ml
Alcohol	100 mg/dl		n/a
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid			
(2) Benzoylecgonine			
(3) 25 mg/ml if immunoassay specific for free morphine			

In reporting a positive test, the Laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the (GC/MS) confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by a laboratory director or a medical doctor and certified as accurate.

Test results which are below the levels specified herein shall be considered negative indications and shall be reported to the Employer as such.

Employer recognizes that the results of a drug or alcohol test will be considered medical records and held confidential to the extent permitted by law. Employer will limit disclosure of information acquired in connection with a drug or alcohol test, including positive and negative test results, to the following, unless the employee consents in writing to disclosure to others:

- A. The employee;
- B. The employee's supervisors and other management officials with a need to know;
- C. The Shop Steward or other authorized Union representative if the employee is represented by the Union;
- D. Test laboratory personnel;
- E. The Employee Assistance Program counselor or other rehabilitation personnel if the employee seeks or is required to use same;
- F. An arbitration tribunal in the event of a grievance regarding the employee's alleged drug or alcohol use.

Employees suffering from alcoholism or drug abuse will receive the same consideration that is presently extended to employees having any other illness. Employees will be allowed to utilize their annual leave or leave without pay to pursue an appropriate program of treatment.

Employer maintains an Employee Assistance Program to aid its employees in overcoming drug and/or alcohol related problems.

Section 8.11 Random Drug Testing

In the interest of promoting the highest standards of workplace excellence and safety, the parties agree to adopt a random drug testing program. Employees shall be subject to random drug and alcohol testing in accordance with the protocol and procedures specified in 49 CFR Sec. 382.305. The program shall become effective at such time as the employer implements a parallel program for non-represented employees. Former ML&P employees not currently in a random drug testing pool will be included in the selection pool for this program six months after the effective date of the Transition Agreement in Appendix D of this agreement.

Section 8.12 Substance Abuse Treatment Opportunity

Employees suffering from alcoholism and/or drug abuse will receive the same consideration that is presently extended to employees having any other illness. Employees will be allowed to utilize their annual leave or leave without pay to pursue an appropriate program of treatment.

Employer maintains an Employee Assistance Program to aid its employees in overcoming drug and/or alcohol related problems.

Section 8.13 Employee Responsibility – Substance Abuse Treatment

It shall be the employee's duty to seek treatment for alcoholism and/or drug abuse. In no case shall job security or promotional opportunity be jeopardized by seeking treatment for such an ailment or condition. Should an employee fail a drug test as outlined above the employee will be given an opportunity to seek treatment. If the employee chooses not to seek treatment the employee may be subject to discipline. However, if two (2) alcohol and/or drug abuse related occurrences occur within a twelve (12) month consecutive period, a third occurrence may be just cause for termination. The employee is responsible for maintaining a satisfactory level of job performance. Failure to do so may result in appropriate corrective or disciplinary action as determined by the Employer.

Intent Statement: The parties understand that the "safe harbor" created by the above section is designed to encourage employees to seek treatment for alcohol and/or substance abuse, and to protect them against discipline and job loss while they are in treatment if they should stumble once or twice. The parties agree that the safe harbor provisions apply only to regular employees.

ARTICLE 9

Discipline

Section 9.1 Misuse of the Employer's Property and Time

Employees will not use the property or time of the Employer without proper authorization for personal or other non-work purposes, nor will such property be used in a careless, abusive, or illegal manner.

Section 9.2 Compliance with Rules and Regulations

Failure of an employee to comply with the working rules contained herein or other written regulations of the Employer, to follow lawful and proper orders and instructions or to comply with safety regulations and practices, may be considered insubordination. Those rules and regulations that the Employer has reduced to writing will be kept in a place that is readily accessible to all employees concerned.

Section 9.3 Performance of Work

Failure to perform work in a safe, efficient, diligent, or productive manner may result in appropriate discipline.

Section 9.4 Consumption of Drugs/Alcohol

An employee who is unable to discharge the employee's duties due to the use of alcohol or use of illegal drugs will be considered incompetent, subject, however, to other applicable provisions of this Agreement.

Section 9.5 Discharge

Although the Employer retains the right to discipline an employee for just cause, it agrees that in the case of discharge, one of the designated Union representatives shall be noticed of the reason for the contemplated discharge prior to taking any action against the employee, unless exigent circumstances or unusual confidentiality requirements preclude such notice. Any employee who is discharged will remain on the payroll until such time as the employee is given a written statement of the reasons for the employee's termination. A copy of this written statement will be provided to the Business Manager of the Union via fax machine at the time the statement is provided to the employee. Either the Union or the discharged employee may take exception to such discharge under the grievance procedure, as set forth in this Agreement.

Section 9.6 Progressive Discipline

No bargaining unit employee shall be disciplined or discharged except for just cause. The Employer will maintain a practice of progressive discipline. The Employer's disciplinary process is meant to be corrective and not punitive; many incidents may not result in discipline, but may require only verbal advice, instruction or counseling. The steps in the progressive discipline process are: verbal reprimand, written reprimand, suspension, disciplinary demotion, or discharge. Based on the seriousness of a particular offense, discipline may be imposed at any reasonable level. The supervisor responsible for interviewing an employee reasonably suspected of misconduct should notify the employee that the employee may have a Union representative present at an investigatory meeting.

Section 9.7 Statement of Intent Regarding Progressive Discipline

Under the Progressive Discipline Section of this collective bargaining agreement, the parties intend that the Employer should notify an employee that the employee may have a Union representative present when the employee is being interviewed for suspected misconduct.

ARTICLE 10

Grievance Procedure

Section 10.1 Policy on Grievances

The parties hereto recognize that the prompt and equitable settlement of employee grievances is essential to the maintenance of sound labor relations. The parties further recognize that such grievances are usually more satisfactorily and expeditiously settled at the lowest supervisory level at which an acceptable understanding can be reached. Every reasonable effort will be made by the shop steward, in cooperation with Employer's General Manager, to correct violations and infractions of this Agreement. The shop steward, upon request to the shop steward's immediate supervisor, shall be given a reasonable amount of time during working hours, and without loss of pay, to handle grievances pertaining to the shop steward's area of responsibility consistent with the provisions of Section 2.6 Shop Steward of this Agreement. During outages and other emergencies, the shop steward may be required to give priority attention to Employer's business. Immediate supervisor means appropriate management personnel.

Section 10.2 Grievance

A grievance is hereby defined as an alleged violation of the terms of this Agreement.

Section 10.3 Grievance Procedure

Any employee, group of employees having a grievance shall proceed, according to the following steps, to seek a satisfactory settlement of the grievance. To provide the best opportunity for the grievance to be resolved at the lowest level, none of the following steps shall be omitted:

Step One: The employee shall discuss the grievance with the employee's immediate supervisor. The employee may have the employee's shop steward present during this initial discussion. If the employee and supervisor fail to agree on the matter, Step Two will be followed.

Step Two: The employee will discuss the grievance with the employee's shop steward who will, in turn, seek to settle the grievance with the employee's immediate supervisor. If the shop steward cannot reach an agreement with the employee's supervisor, Step Three will follow.

Step Three: The shop steward or designated Union Representative shall state the employee's grievance in writing; the statement will include the following:

(a) The nature of the grievance and the circumstances out of which it arose, including the date of occurrence.

(b) The remedy or correction the Employer is requested to make.

(c) The section or sections of the Agreement relied upon or alleged to have been violated.

(d) The signature of the grievant and the shop steward or designated Union Representative.

(e) The date the statement of the grievance was prepared and the date the statement of grievance was received by the Employer.

Step Four: The written statement of the grievance shall be turned over to the Union's Business Manager or business representative to be presented to the Employer's designated representative within fifteen (15) working days of the occurrence.

Step Five: The Union and the Employer will have fourteen (14) calendar days to discuss the grievance, hold meetings, and try to come to a mutually agreeable settlement. Within seven (7) calendar days after the end of the specified fourteen (14) day period, Employer will provide Union with a written statement of its position on the grievance.

Step Six: If the grievance is not resolved at Step Five, the Union may submit the matter to arbitration within seven (7) calendar days from the date Union receives Employer's statement.

Section 10.4 Arbitration

The Union shall submit a request to the Seattle Office of the American Arbitration Association (AAA) for a panel of eleven (11) potential arbitrators. A copy of the request shall be sent to the Employer. After receipt of the panel from AAA, the parties shall select an arbitrator using the strike method. The order for striking shall be determined by the toss of the coin; the Union Representative shall toss the coin and the management representative shall call heads or tails. The arbitration hearing shall be conducted consistent with the rules established by AAA.

It is mutually understood and agreed that arbitration hearings will be conducted without unnecessary delay. Each party shall be given reasonable opportunity to be heard by its representatives, and to produce witnesses and documentary evidence and to cross-examine. The Arbitrator's authority shall be limited as follows except as provided otherwise in this Agreement:

- (a) The Arbitrator shall consider only the particular issue or issues presented in writing by the Employer or the Union which have been processed through the grievance procedure.
- (b) The arbitrator shall have the power to interpret the terms of the Agreement, but the arbitrator's decision shall be based solely on the existing terms of the Agreement, and the arbitrator shall not have the power to add to, subtract from or modify any of the terms of the Agreement.
- (c) The arbitrator shall have no power to establish wage rates, job classifications or fringe benefits of any kind.

Although no formal rules of evidence are contemplated by this Agreement, the arbitrator shall determine the admissibility of evidence, admissibility being principally a matter of relevancy, materiality and the avoidance of undue repetition. Each of the parties hereto agrees to produce all books, records and documents or other materials, or certified copies thereof, which, in the opinion of the arbitrator, are relevant to the issues of the grievance.

The judgment of the Arbitrator shall be final and conclusive on the Employer and the Union. The parties further agree that, from the time Employer first was notified of the grievance until it is settled, including the entry of the judgment of the Arbitrator when the grievance has been submitted to arbitration, the subject of the controversy will remain status quo as of the time the grievance was first noticed.

Failure of either party to act within the time schedule set forth in this procedure without the express written agreement of the other party will be considered as a default and the grievance shall be considered to have been settled in favor of the non-defaulting party.

Subject to a different agreement between the parties, the party losing the decision shall bear the total expense of the Arbitrator, however, each party will pay the wages, salaries, fees and expenses of its witnesses. The Arbitrator, as part of the award, shall identify the losing party.

ARTICLE 11

Working Rules – Outside Plant

Section 11.1 Definitions

11.1.1 Journeyman

A journeyman is a worker who has met the requirements for practical experience and training in the employees classification, or the equivalent of such experience and training and has passed a journeyman's examination.

11.1.2 Foreman

A foreman is a journeyman lineman who directs other employees as assigned. He may not direct more than one crew or over twelve employees. Except as provided below, at the foreman's discretion, he may work with the tools provided it does not interfere with the supervision of safety. Whenever a foreman is directing a construction crew he shall not work with the tools. On underground work a foreman directing less than four journeyman, including the foreman, may work with the tools.

11.1.3 Maintenance & Operations (M/O) Foreman

The maintenance & operations foreman is a journeyman lineman who directs loop wagons and other employees as assigned. This employee may not direct more than twelve employees.

11.1.4 Loop Wagon Leadman

A loop wagon leadman is the responsible journeyman lineman on a loop wagon on which two (2) journeyman lineman are employed. This employee will be responsible for the inventory of tools and material assigned to such loop wagon and will maintain such records as are necessary to its operation.

11.1.5 Cable Splicer Foreman

The cable splicer foreman is a journeyman lineman who will direct cable splicer(s). When four (4) or more cable splicers are employed the foreman will not work with the tools and he will not direct more than nine (9) cable splicers.

11.1.6 Cable Splicer

A cable splicer is an employee who is required to splice metal-sheathed cable, whether energized or not, and to attach potheads or other devices to metal-sheathed cable.

11.1.7 Cable Splicer's Helper

A cable splicer's helper is a journeyman lineman who works with and assists a cable splicer. If a journeyman lineman is not available, an apprentice in his third year of training may be used as such helper and at the applicable apprentice wages.

11.1.8 Swing and Mid-Shift Lineman

A night crew lineman is a journeyman lineman who works on the night crew as provided for in Section 5.1.3.1 and 5.1.3.2.

11.1.9 Locator Lineman

The locator lineman is charged with locating any of CEA's underground facilities.

11.1.10 Equipment Operator

An equipment operator will preferably be a journeyman lineman. The equipment operator will operate line trucks; mechanical earth augers, crawler-type equipment, and such other specialized mechanical equipment as may be used by the Employer in line construction and maintenance.

11.1.11 Field/Wiring Inspector

A field/wiring inspector is a journeyman lineman who is qualified to and will inspect the wiring of premises for compliance with applicable safety codes and safety regulations. This employee will also inspect other work done or to be done by or for the Employer.

11.1.12 Senior Shop Mechanic

A senior shop mechanic is a shop mechanic who will direct other shop mechanics as assigned. The employee may be required to work with the tools. This employee shall receive instructions from the appropriate Company representative.

11.1.13 Shop Mechanic

A shop mechanic is an employee who is qualified to and will service, repair, and maintain all mechanical equipment.

11.1.14 Night Shop Mechanic

A night shop mechanic is an employee who is qualified to and will service, repair, and maintain all mechanical equipment and whose workday is as defined in Section 5.1.3.1. The employee shall be restricted to non-hazardous duties unless two (2) mechanics are on duty.

11.1.15 Mechanics Helper

A mechanics helper is an employee reporting to the senior shop mechanic responsible to: refuel vehicles, add and change oil, and lube. Replace lamps and lenses, clean windows, check transmission and differential oil levels, check and add engine coolant and washer fluid, check tire inflation and tread condition. May include changing tires on light vehicles, i.e., on $\frac{3}{4}$ ton or under in the field. Maintain vehicle service records. Report all safety related conditions to senior shop mechanic.

11.1.16 Night Shop Mechanics Helper

A night shop mechanics helper is an employee reporting to the night shop mechanic responsible to: refuel vehicles, add and change oil, and lube. Replace lamps and lenses, clean windows, check transmission and differential oil levels, check and add engine coolant and washer fluid, check tire inflation and tread condition. May include changing tires on light vehicles, i.e., on $\frac{3}{4}$ ton or under in the field. Maintain vehicle service records. Report all safety related conditions to night shop mechanic and whose workday is defined in Section 5.1.3.10.

11.1.17 Night Warehouseman

A night warehouseman is an employee who, under the supervision of a warehouse foreman, assists the latter in receiving, storing, and issuance of equipment and material and the maintenance of records pertaining thereto.

11.1.18 Connects and Disconnects Lineman

Connects and disconnects requiring removal, setting, or booting of meters will be done by journeyman lineman.

11.1.19 Relay/Control Wiring Technicians, Substation Technicians and Lineman

Jurisdiction will be as defined in the respective positions descriptions and appropriate supporting jurisdictional diagrams dated 5/28/98. Relay/Control Wiring Technicians will perform low voltage switching and operations of equipment to perform their work.

11.1.20 Line Patrol Foreman

A lineman patrol foreman is a journeyman lineman who patrols, inspects and evaluates transmission and distribution facilities, works directly with supervisors, designers, inspectors, engineer technicians, surveyors, and linemen, as assigned, conducts routine inspections and evaluations to determine where maintenance is required and how it will be accomplished.

Section 11.2 Equipment

The Employer will furnish to all regular employees such safety straps, gaffs, and all other necessary tools and equipment, except shop mechanics. If the personal tools or equipment furnished by all employees are destroyed or damaged by fire, storm, flood, or documented theft while stored on the Employer's premises, or carried in the Employer's equipment, the Employer will replace or repair such tools at no expense to the employees.

11.2.1 Coveralls and Jackets

Employer agrees to furnish coveralls to shop mechanics and lightweight jackets with company insignia to all employees. Such clothing will be replaced at the Employer's expense when no longer serviceable.

11.2.2 Identification Clothing

For purposes of identification the Employer agrees to provide meter readers with shirts, sweatshirts, coats and hats with Chugach insignia.

11.2.3 Meter Reader

Meter Readers in areas south of Portage, Moose Pass and Cooper Landing shall be provided with a vehicle equipped with a two-radio or cellular phone.

11.2.4 Mechanics Tool Allowance

The employer will pay a mechanics tool allowance of \$100.00 per month not to exceed \$1,200.00 in any calendar year payable not later than the first pay period of each month.

11.2.5 Cleaning

Clothing furnished by the Employer to the mechanics will be cleaned or laundered, when necessary, at the Employer's expense. Cleaning and maintenance of Employer furnished jackets will be employee's responsibility.

11.2.6 Clothing Allowance

The clothing allowances for Journeyman Lineman, Relay-Control Wiring Technicians, Substation Technicians and Utility Arborist will receive FR gear per the Arc Flash Protective Clothing LOA dated February 12, 2009.

The clothing allowances for meter readers will be \$150.00 per year.

The clothing allowances for warehouseman personnel will be \$150.00 per year.

These clothing allowances will be effective January 1, 2007, and each year thereafter payable not later than January 30 of each year.

The Union and the Employer agree to negotiate revisions to this section if applicable law governing required employee clothing changes after execution of this Agreement.

These clothing allowances are intended to be used by employees to purchase and wear; line boots, bunny boots, Carhartts, winter clothing and rain gear.

Section 11.3 Construction

Framing poles, boring and fitting cross-arms, making guys, and setting anchors will be done by journeyman lineman provided that a crew setting and tamping poles on new construction will consist of a minimum of one (1) journeyman lineman, and one (1) apprentice and a foreman.

11.3.1 Pole Handling

Employer will contract or otherwise arrange for the delivery of utility poles at the point of "first drop", that is, at its pole storage facility or without reference to this Agreement.

11.3.2 Handling and Distribution

Utility pole handling and/or distribution of utility poles to job sites, subsequent to the foregoing "first drop" will be assigned to employees of Employer when the work related thereto is to be performed by Employer's employees, and will normally be the responsibility of the electrical contractor, but Employer may, at its discretion, assign utility pole handling and distribution work to its own employees without regard to the use to be made thereof, or the purpose for such pole handling and/or distribution.

11.3.3 Trenching

All trenching from the pole or pedestal to the meter base of the user of electricity will be done by journeyman linemen who may be assisted by apprentices. An individual homeowner may dig his own trench in order to preserve trees and shrubbing or for other aesthetic reasons.

11.3.4 Transportation of Electrical Equipment

Electrical equipment to be transported from Chugach facilities will be loaded on trailers or railroad cars by journeyman linemen assisted by permit operators as required. Such loading may be performed by qualified and trained warehousemen if such loading can be accomplished with a forklift, boom truck rated at twelve tons or less without special rigging, or by hand. Transference of loads to another conveyance will be done by the applicable trades. Unloading of the electrical equipment will be done by journeyman linemen assisted by permit operators.

11.3.5 One Man Crew

A journeyman lineman shall perform the work and may work as a one-man crew when executing connects and disconnects (meter removal, installation and booting only) locates, inspections, routine switching of circuits as provided under Section 11.4.1, line patrol and emergency repairs to the extent necessary to safeguard the general public. At its discretion, the Employer may assign such one-man crew to perform any of the above listed duties, during normal workday and workweek, or assign a one-man crew to temporarily fill out or augment an existing crew.

One-man crew duties shall not extend beyond 8:00 p.m. or sunset, whichever is earlier.

Section 11.4 Call-Outs and Switching

All lineman classification call-outs shall be done by at least two (2) journeyman linemen; except one (1) person may be called out for work in accordance with Article 11.3.5, one man crew. The first person to respond to a two (2) person call-out may assist police and/or fire personnel to safe guard the general public or perform other work to prepare for response to the outage so long as this work can be done safely.

Call-outs for work determined to be in the following classifications may be performed by calling out one (1) employee.

- A. Relay/Control/Substation Alarm Response not involving high voltage switching.
- B. Warehousemen.
- C. Mechanics.
- D. Construction and Maintenance Personnel.
- E. Meter Technicians (In accordance with Article 8.2).

In order to provide for the equalization of overtime the Employer will establish an alphabetical call-out list and will make every reasonable effort to insure that call-outs are made following an alphabetical rotation, starting after the last person called. Separate lists will be maintained for: journeyman linemen, substation technicians, relay control wiring technicians, warehousemen, mechanics and construction and maintenance personnel.

Journeyman linemen with specific technical expertise such as Substation Linemen, Hazardous Materials Response Linemen, PCB/Apparatus Linemen and Meter Technicians may indicate these skills on the linemen call-out list.

Appropriate management personnel may direct power control to call-out journeyman linemen with technical expertise to respond to priority alarms, spill response, and meter problems.

Personnel called out because of their technical expertise will be advised that the call-out is technical in nature. However, these personnel may be utilized for other work within the employee's classification. The technical nature of the call-out will be noted on the call-out list and these personnel will not be called for a regular call-out within the same alphabetical rotation.

Hot Apprentices may be called out after the Dispatch Center has gone through the call-out list and all journeymen on the call-out list have been offered the work and they have either accepted declined or were not contacted, and there is still a need for additional help. Should this occur, the journeyman to Apprentice ratio must be at least three (3) to one (1).

11.4.1 Switching

One (1) journeyman lineman, one (1) substation technician, or one (1) relay control wiring technician may perform low voltage switching, such as closing or reopening power circuit breakers by low voltage switch operation, turning load tap changers to manual or automatic, ground trip switching, or the operation of under-frequency tripping controls, consistent with Section 11.3.5, provided the employee has immediate two-way communications with the Power Control Center. In addition, powerhouse operators may switch in substations that are adjacent to and part of an established powerhouse.

Section 11.5 Line Patrol

All line patrol will be done by journeyman lineman or duly constituted line crews.

Management shall retain the right to inspect for extent of damage and surveillance of its operation.

Section 11.6 Mechanical Digging Equipment

Mechanical digging equipment will be operated by qualified journeyman linemen; provided that operators currently employed by the Employer may operate such equipment. If mechanical digging equipment is to be operated at a location at which other line construction employees are not then working, a minimum of two (2) journeyman linemen will be assigned to the excavation crew, but the second of such employees may be assigned to install cable in the trench, or to perform other work while assisting the employee operating the excavation equipment.

Section 11.7 Shop Work

The testing, repair, and rebuilding of transformers, oil circuit reclosers, sectionalizers, voltage regulators, and other electrical apparatus will be done by qualified journeyman linemen who may be assisted by apprentices. Nothing in this paragraph precludes work performed by Relay Control Wiring Techs/Substation Linemen as specified in the June 7, 1999 Letter of Understanding concerning Relay Control Wiring Technicians, Substation Technicians and Substation Lineman Classifications.

Section 11.8 High Potting

All cable high potting and testing shall be done by journeyman lineman.

Section 11.9 Inclement Weather

Employees who report for work on scheduled workday and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employees may be assigned to other work; or participate in training and instruction pertinent to their employment, including first aid, safety, and hot-stick work.

Section 11.10 Accommodations

The employer will furnish a suitable line room with lockers for clothes, tools and other personal possessions and with facilities for drying clothing and equipment.

Section 11.11 Substation, Meter and Relay Department Crew Structure.

It is understood and agreed that, in the event only two (2) employees are working together, one (1) employee shall be responsible for the job and shall receive at least the same wage rate as a leadman. In the event three (3) or more employees are working together, one (1) employee shall be responsible for the job and receive the same wage rate as foreman.

11.11.1

When circuits or instruments supply both metering equipment and relaying equipment, the appropriate supervisor will assign employees to work in areas defined by their classifications in Section 11.1.

Section 11.12 Show-up Shop

For Cooper Landing crew, show-up will be in Cooper Landing. For all other classifications, show-up will be at the Employer's Headquarters Building-Operations complex in Anchorage. The Employer and the Union may mutually agree on a case-by-case basis to change the show-up location to compete for maintenance/construction projects.

Section 11.13 Picket Line

No employee shall be disciplined for refusing to cross a recognized and sanctioned picket line.

Section 11.14 Tree Trimming

The trimming of trees in dangerous proximity to energized circuits will be done by journeyman lineman, or qualified tree trimmers.

Section 11.15

The following position definitions have been moved from Article 11.1 and are incorporated in Job Classifications which have been mutually agreed upon by the Union and Employer through the Classification Committee of Article 15 Section 15.3:

Construction and Maintenance Foreman
Construction and Maintenance Helper
Construction and Maintenance Man
Foreman
Journeyman Lineman
Journeyman Wireman
Journeyman Wireman Foreman
Leadman
Locator
Mechanics Helper, Night Shop Mechanics Helper
Meter Reader
Meter Technician
PCB Apparatus Foreman
PCB Apparatus Lineman
Relay/Control Wiring Technician
Senior Meter Reader
Senior Meter Technician
Senior Relay/Control Wiring Technician
Senior Shop Mechanic, Night Shop Foreman
Senior Substation Technician
Shop Mechanic, Night Shop Mechanic
Substation Leadman, Technician
Substation Lineman
Substation Lineman, Foreman
Substation Lineman, Leadman
Substation Technician
Tree Trimmer
Tree Trimmer Foreman
Warehouse Foreman
Warehouse Trainee
Warehouseman

Section 11.16 New Technology

The use of new equipment, technology or procedures which replace or supersede existing equipment, technology or procedures currently utilized to perform bargaining unit work, shall remain bargaining unit work. It is recognized that employees covered by this Agreement may be required to maintain competency and skills as new technology is introduced. Whenever an employee is assigned to new technology, procedures or equipment, the employer will provide and the employee will undertake any necessary training and assimilate any new skills which may be required.

ARTICLE 12

Miscellaneous

Section 12.1 Emergencies

The Employer is engaged in furnishing a vital public service which may under certain circumstances pose a serious threat to life and property. Therefore, notwithstanding any provisions in this Agreement relating to the limiting of work, the composition of work forces and the assignment of duties, all employees will be expected to do any work that is reasonably necessary to the saving of life or the prevention of serious injury to persons or property.

Section 12.2 Communications and Notices

All communications between the parties that are contemplated or required by this Agreement will be in writing and will be delivered to the business office of the Union and the Employer. Wherever provision is made in this Agreement for the delivery of a communication or notice to the other party within a specified period, such notice of communications will be considered to have been delivered when it has been emailed or deposited in the United States mail, registered or certified, properly addressed to such other party's mail address of record, and with adequate postage prepaid or when delivered by messenger with written receipt of delivery.

Section 12.3 Savings Clause

If any article, section or provision in this Agreement or any subsequent amendment hereof is rendered or declared invalid by reason of any statute, ordinance, regulation, or other law, or by the final judgment of a court of competent jurisdiction, the invalidation will not affect the remaining portions of this Agreement and such other portions will remain in full force and effect. Upon the invalidation of any article, section, provision, or amendment hereof, the parties shall, within thirty (30) days from the date that notice of the invalidity is received, in good faith negotiate and agree on lawful and enforceable amendments or modifications that will effectuate the parties' original intent. The parties may agree to extend the thirty (30) day time period by mutual consent.

Section 12.4 Identification Cards

Employer will provide employees with I.D. cards which will serve to identify the individual as an employee of the Employer.

ARTICLE 13

Health, Welfare and Pension Plans

Section 13.1 Health, Welfare and Life Insurance Plan

Employer agrees to participate in and contribute to the Alaska Electrical Health and Welfare Fund (“Fund”) for the purpose of providing certain health and welfare benefits to those employees covered under Medical Plan #553, Vision Plan #702, Dental Plan #601, Disability Plan #801, and Life Insurance Plan #903. The Employer will pay Health and Welfare premiums as follows: (As of April 1, 2020, the total monthly premium per employee is \$2,161.00, of which the Employer pays \$1,779.99 on behalf of each employee. The employee pays the remaining \$381.01 of the premium. These totals are subject to change April 1st of each year.)

Effective April 1, 2021 the split in the total health and welfare premium will be paid ninety percent (90%) by the Employer and paid ten percent (10%) by the employee. The split in the total health and welfare premium will remain and be paid ninety percent (90%) by the Employer and paid ten percent (10%) by the employee for the remainder of the Collective Bargaining Agreement.

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will refer to the Transition Agreement in Appendix D to see the employee health and welfare premium cost.

For new employees, the payment shall not be made during the first month of employment unless their employment began before the 15th of that month, which payments will entitle such employees to receive the health and welfare benefits including extended dental, vision, and orthodontic coverage provided under the terms and conditions lawfully adopted for the administration and management of such Fund. Employer agrees to enter into such further agreements, and to execute such instruments as may be legally required or convenient to its full participation in the foregoing Fund for, and on behalf of, its said employees.

13.1.1

The Employer agrees to deduct, as authorized by the employee via enrollment form, health insurance supplemental payments from the pre tax net pay of its employees eligible for supplemental payments and pay to the Alaska Electrical Health and Welfare Trust said authorized amount. In the event a Medical Section 125 Plan becomes available, the employee will have the option to participate. The Employer agrees to make this deduction in the full amount from the first pay period ending date of the month and send a check for the total amount, together with a

list of the individual's names for whom the deductions were made, to the Alaska Electrical Health and Welfare Trust on or before the fifteenth (15th) day of the following month.

The Union agrees that the Employer assumes no responsibility in connection with this deduction, except that of ordinary diligence and care in forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer only for amounts deducted from earnings pursuant to this agreement.

13.1.2

The Employer will fund One Hundred percent (100%) of Life Insurance benefits in the amount of \$50,000 per employee.

Section 13.2 Pension Plan

Employer agrees to participate in, and to contribute to, the Alaska Electrical Pension Fund, a trust fund which was established pursuant to (1) an agreement between the Union and the Alaska Chapter of National Electrical Contractors Association, Inc., and (2) that certain Declaration of Trust Agreement entered into by the aforesaid parties for the purpose of providing pension benefits for those persons covered by the said agreement. The foregoing payments to the Fund made by Employer will entitle the said covered employees of Employer to pension payments under such terms and conditions as may be lawfully provided for the administration and management of said Fund. All payments due hereunder will be made to the said Fund on or before the fifteenth (15th) day of the month following the month in which said compensable hours were earned by Employer's said employees.

The parties agree to increase the current Chugach employee Pension Contribution of \$9.75; by \$0.25 on July 1, 2020, by \$0.63 on October 30, 2020, by \$0.10 on July 1, 2021, by \$0.10 on July 1, 2022, by \$0.10 on July 1, 2023, by \$0.10 on July 1, 2024.

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Unit will retain their current pension contribution rate. An increase of sixty-three cents (\$0.63) per hour, effective October 30, 2020, and then thirty-two cents (\$0.32) per hour, effective July 1, 2021, and every July 1 through the duration of this Agreement.

13.2.1 Pension Reallocation

Any covered employee who is a participant in the Alaska Electrical Pension Fund (AEPF) may elect to reallocate the contributions made by the Employer to the AEPF according to the rules regarding the reallocation of contributions from the Defined Benefit Plan to the Defined Contribution Plan as outlined in the Trust Plan documents. If an employee makes application to the Plan Administrator for a reallocation and the application is approved, the Plan Administrator will notify the Employer of the new allocation of contributions. The Employer agrees to remit future contributions according to such instructions. The allocation will continue in effect until the Plan Administrator notifies the employer of a subsequent reallocation. Such reallocations may occur no more than once annually. Nothing in this supplemental agreement will cause the Employer to contribute more or less on behalf of an employee than the amount specified in the collective bargaining agreement.

Section 13.3 Alaska Electrical Legal Fund

The Employer shall contribute fifteen cents (\$.15) per compensable hour for each employee, but not to exceed forty (40) compensable hours per week per employee to the Alaska Electrical Legal Fund. This shall take effect upon date of sale and remain in effect hereafter. All payments due hereunder will be made by the Employer to the said Fund on or before the fifteenth (15th) day of the month following the month in which said compensable hours were earned by Employer's said employees.

Section 13.4 Political Action Committee Fund

With voluntary authorization by an employee on a form supplied by the Union, the Employer agrees to deduct a flat amount per pay period from the employee's wages to be submitted to the IBEW Local Union No. 1547, for its Political Action Fund. This money will be sent in monthly with the dues, and shall be made by the fifteenth (15th) of the month following which the deduction was made. In accordance with requirements of Alaska State Law, the Union agrees that Political Action Committee Funds shall not be used for utility board elections.

Section 13.5 Hardship and Benevolent Fund

The Employer shall deduct and forward five cents (\$0.05) per hour for each hour of compensation of each employee within the bargaining unit to the IBEW Hardship and Benevolent Fund (IHBF). Such funds shall be forwarded in the same manner and form as other contributions herein.

Section 13.6 Money Purchase Plan

An Employer Contribution of 1.9% of gross annual earnings will become effective October 30, 2020. Employees may voluntarily contribute to the Alaska Electrical Workers Money Purchase Plan upon presentation of a properly signed authorization form to the Employer. The Employer agrees to withhold and forward voluntary money purchase plan contributions authorized by an Employee. This authorization for deduction may be discontinued at any time by the employee.

ARTICLE 14

General Provisions

Section 14.1

Employees covered by this Agreement shall be compensated pursuant to the wage rates set forth in Appendix A hereof.

Section 14.2 Assignability

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or of any kind of ownership or management of either party hereto, or by any change, geographic or otherwise, in the location or place of business of either party hereto.

Section 14.3

The Letter of Understanding between the Employer and the Union concerning Relay/Control Wiring Technicians, Substation Technicians and Substation Lineman classifications dated 6-3-99 shall become and remain part of the Outside Plant Personnel Agreement.

ARTICLE 15

Labor – Management Committee

Section 15.1 Labor Management Committee

A Labor-Management Committee, consisting of the General Manager and two representatives from management, the Union Business Representative and two representatives from the employee group, will meet during working hours no less than quarterly. The Committee will not have the authority to alter the meaning or cost application of the collective bargaining agreement.

Section 15.2 Job Classifications

The parties recognize the Employer's bargaining unit job classifications as listed and contained in this Agreement, and that such classifications have been agreed upon and are in existence upon the signing of this Agreement.

The parties recognize that new job classifications may be created or that existing job classifications may be changed during the life of this Agreement pursuant to the Classification Committee and its procedures set forth in Section 15.3 and Section 15.3.1.

Section 15.3 Classification Committee

The Union and the Employer shall utilize Classification Committee consisting of two (2) management representatives appointed by the CEO, or designee, and two (2) bargaining unit representatives appointed by the Business Manager or designee. The primary purpose of the Classification Committee shall be the review of newly proposed job classifications or changes in existing classifications falling within the scope of this Agreement.

The Employer agrees to submit changes in job descriptions for review and comment to the Classification Committee prior to implementing such change and that it will continue to seek consensus and work collaboratively with the Union prior to implementation, recognizing that such decisions are best made by mutual agreement whenever possible.

The procedure for review and comment shall be as follows:

15.3.1 Classification Committee Procedure

(a) When the Employer or the Union believes creation of a new job classification is appropriate or either party wishes to propose changes to existing classifications the following procedure shall be followed to ensure efficiencies in the process.

Step One: The moving party will prepare a proposal identifying the changes sought and forward it to the Vice President of Human Resources (HR) who will then distribute it to the Classification Committee for review and consideration. The Vice President of HR will complete the formal drafting of a new or revised classification, if necessary.

Step Two: The Classification Committee will meet within seven (7) calendar days of the Committee members' receipt of the proposal on newly proposed position descriptions or to discuss changes to existing position descriptions, unless mutually agreed otherwise between the parties. Committee members unable to attend in person shall attend telephonically.

Step Three: The Classification Committee will reach a decision within seven (7) days of the meeting and the decision of the majority of the Committee shall be final, except as provided below.

Step Four: If the Classification Committee does not agree on the establishment of the new job classification or the proposed changes, or does not render a decision within the timeframe noted above, unless the delay is the result of extensions of time requested by the Employer, the matter must be submitted to and reviewed by the appropriate Senior Vice President. The Senior Vice President will be the tie breaker with respect to the creation of a new or the modification of an existing classification. If the parties deadlock regarding appropriate compensation for the new or modified job classification the matter will proceed immediately to arbitration.

(b) No regular employee will be laid-off, terminated or discharged by the Employer as a result of the Employer's creation of a new classification or the modification of an existing classification.

(c) The Employer agrees that when establishing new or revised job classifications it will not unilaterally remove the Journeyman Lineman requirement for any existing job classification. The removal of the Journeyman Lineman requirement from any existing job classification requires mutual agreement by the Union and the Employer.

ARTICLE 16
Wages

Current Chugach Employees:

Effective, July 1, 2020: the base wage rates for all classifications shall increase by three percent (3%). Effective, October 30, 2020: the base wage rates for all classifications shall increase by two (2%) percent or the base wage of the ML&P classifications whichever is higher.

Transferred ML&P Employees:

Effective, January 1, 2020, the base wage rates for the former ML&P employees shall increase one-half percent (.5%) and a retroactive payment for the time period of July 1, 2019 through December 31, 2019 will be paid no later than December 2, 2020 based on a method agreed to by the parties.

Effective, October 30, 2020: the base wage rates for all classifications shall increase by five percent (5%) or the base wage rate of the CEA classifications whichever is higher.

All Employees:

Effective, July 1, 2021: the base wage rates for all classifications shall increase by two (2%).

Effective, July 1, 2022: the base wage rates for all classifications shall increase by the Anchorage CPI-U at not less than two percent (2%) and at no more than three percent (3%).

Effective, July 1, 2023: the base wage rates for all classifications shall increase by the Anchorage CPI-U at not less than two percent (2%) and at no more than three percent (3%).

Effective, July 1, 2024: the base wage rates for all classifications shall increase by the Anchorage CPI-U at not less than two percent (2%) and at no more than three percent (3.3%).

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Letter of Understanding

Between

CHUGACH ELECTRIC ASSOCIATION, INC.

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547

Concerning

RELAY/CONTROL WIRING TECHNICIAN, SUBSTATION TECHNICIAN and
SUBSTATION LINEMAN CLASSIFICATIONS

This letter is to confirm the understanding reached between the parties, concerning the above-mentioned job classifications. In accordance with Article 15, Section entitled "Classification Committee" of the Outside Plant Personnel Agreement (OPPA), it is mutually agreed to establish the positions of Substation Technician and Senior Substation Technician within the OPPA. In addition, the existing Substation Lineman, Substation Leadman, Substation Foreman, Relay/Control Wiring Technician and Senior Relay/Control Wiring Technician and job classifications will be modified to adapt to the new classification structure.

Modification of Position Descriptions

Substation Technician and Senior Substation Technician classifications will be added to appendix A of the OPPA. The wage rate for the Substation Technician classification will be the current rate of the Relay/Control Wiring Technician Classification; the wage rate for the Senior Substation Technician classification will be the current rate of the Senior Relay/Control Wiring Technician. The wage rates for the modified position descriptions, dated Monday, June 7, 1999, for the Substation Lineman, Substation Leadman, and Substation Foreman classifications will be the same as for the existing classifications.

Reporting Relationships

The current reporting relationships will be maintained within classification, Technician to Senior Technician and Substation Lineman to Substation Leadman or Substation Foreman. However, Technicians may be required to report to Substation Leadman or Substation Foreman and Substation Lineman may be required to report to Senior Substation Technicians or Senior Relay/Control Wiring Technicians. This structure is further clarified in "Duties" below.

Duties

It is anticipated that in the future by mutual agreement, between the Employer and the Union, common job duties between the Electronics Technicians of the Generation Plant Personnel Agreement and the subject classifications may be added to these position descriptions.

The duties defined in these position descriptions will be those of the respective positions subject to recognition of the following points.

- Job duties included in these descriptions which are currently done by other classifications or management personnel (for example: analyzing data, using computer equipment, writing test reports) will remain shared duties and are not exclusively the duties of these classifications. However, this does not imply that bargaining unit work can be transferred to non-bargaining unit positions.
- Substation Technicians, Relay/Control Wiring Technicians and Substation Lineman will, as required, work as composite crews and assist one another in their daily work. Substation Technicians will work independently, with Substation Linemen, with Relay/Control Wiring Technicians, or with other Technicians, as required, so long as such work is in accordance with OPPA.
- When work involves multiple job classifications, the person-in-charge will be established by the nature of the work. Within the Substation department, if work is of a preventative/diagnostic/analytical nature, it will primarily be Substation Technician work. If the work is primarily of remedial maintenance/aerial/high voltage switching/heavy equipment/oil processing nature it will be Substation Lineman work. Notwithstanding the above, demonstrated proficiency will be the final determinant of the appropriate testing and maintenance crew structure and leadership. This determination of the appropriate crew leadership structure for a given task will not adversely effect wage rates for individuals in bid leadership positions (Substation

Leadman, Substation Foreman, Senior Substation Technician, or Senior Relay/Control Wiring Technician), regardless of their role in a given task's crew structure. Individuals who are in leadership positions as a result of a given task's required crew structure will be upgraded according to the OPPA.

The term Substation Boundary is defined by the attached diagram entitled "LOU Attachment – A, General Substation Boundary Layout". Substation Technician and Relay/Control Wiring Technician duties shall be primarily confined to the following: work within the substation boundary, appropriate shop work, and other work as defined in the position descriptions. They will also perform ground level work on line reclosers, sectionalizing circuit switchers, the mobile substation, and other remote distribution automation devices. Line work outside of the station getaways, located at the Substation Boundary, will remain jurisdictionally unchanged. Substation Lineman, Substation Technicians, and Relay/Control Wiring Technicians will perform high and low voltage switching, grounding, and work associated with the establishment and removal of clearances and hot line orders within substations, as defined in the appropriate position descriptions.

Individuals who are not currently trained in the performance of high and low voltage switching, and work associated with the establishment and removal of clearances and hot line orders, within substations, will receive adequate training to certify them in these tasks. This training will include switching and clearance procedures, as well as, the actual operation of switches and the physical establishment of clearances.

Substation Linemen's duties will be primarily focused within the substation boundary; however, there will be no restrictions on their performance of traditional line work outside the substation boundary, so long as it is done in accordance with the OPPA.

Relay/Control Wiring Technician Design Work

It is recognized that when individuals within the Relay/Control Wiring department are knowledgeable and qualified, they may perform design work under the supervision of a registered professional engineer. Whenever practicable, the Employer will continue to use qualified technicians to perform design work on projects to which they are assigned. Under the supervision and direction of a registered professional engineer, Relay/Control Wiring Technicians will be called upon to design single line and three line schematics, wiring diagrams, and associated drawings. This is not intended to imply exclusive jurisdictional

responsibility for this work. A registered professional engineer, a responsible charge engineer or the engineer's consultant may perform the work.

Balance and Reduction in Force for the Substation Department

Initially the Department will hire up to four Substation Technicians. Current Substation Linemen may apply. The number of Substation Linemen in the Department will be reduced by up to four. In order to achieve this staffing level, voluntary transfers out of the Department will be requested. In the event that a Departmental reduction in force is necessary, the reduction in force will take place based on qualifications mutually agreed upon by the Union and the Employer and consistent with the requirements of the appropriate job classification. A qualifications committee comprised of two union representatives and two management representatives will be convened. Qualifications will be determined by written, oral, and demonstrative evaluation of skills and judgement. The four most qualified Substation Linemen, as determined by the qualifications committee will remain in the Department. Qualifications being equal, seniority will prevail.

In the event the qualifications committee cannot reach agreement on the qualification requirements or the qualifications of individuals, the committee will reconvene with the Executive Manager or his designee as a voting member of the committee. Neither the Executive Manager nor his designee will have been a member of the original committee. The committee will then complete the establishment of the qualification requirements and/or determination of employee qualifications. Employees who are transferred based upon these qualifications and believe the qualifications are not reasonable may file a grievance and follow the procedures in Article X of the OPPA.

The Department's remaining Substation Linemen will return to the pool of Journeyman Linemen in the T&D Services Division. For purposes of reduction in force, Substation Technicians, beginning on the date the first Substation Technician position is filled, will be grouped with Journeymen Linemen under Article Three, section entitled "Reduction in Force" of the OPPA. This provision will continue for four years. At the conclusion of the fourth year, in Article Three, Section entitled "Reduction in Force". For purposes of reduction in force, the intent of this language is to protect the seniority of current employees in the Substation Department.

Future Department staffing levels will be dependent on the needs of the Employer. For both hiring and reduction in force (RIF) situations, the Employer will attempt to maintain a balance of one Substation Lineman for each Substation Technician. If a manpower reduction occurs within the Department, it will be by qualifications, within classification, as determined above. If qualifications are equal the RIF will be determined by reverse seniority. If a company wide or division wide RIF occurs, such that positions within the company are eliminated, Substation Linemen will be grouped with other Journeyman Linemen and Substation Technicians (as described above). Relay Control Wiring Technicians will be grouped within their respective classification, in accordance with Article 3, section entitled "Reduction-in-Force", of the OPPA.

In the event that either the Substation Linemen or Substation Technicians are laid off or a departmental manpower reduction occurs, creating an imbalance in the 1:1 ratio, the next reduction in force within the Substation department will be made to re-establish the 1:1 ratio. In the event that a Substation Lineman position is vacated, and it is to be refilled, the Employer will make a reasonable effort (as defined below) to fill the position with a person holding a Journeyman lineman certification. Preferably this person will be a fully qualified Substation Lineman or if none are available, another Journeyman Lineman provided this individual is capable and willing to be trained as a Substation Lineman. The classification committee will develop a position description for the position of Substation Lineman Trainee.

Job Bidding and Award

The following procedure will constitute fulfillment of the Employer's commitment to make a "reasonable effort to fill the position with a person holding a Journeyman Lineman Certification". In steps one, two, three, and four below, all job posting and bidding will follow applicable procedures set forth in the Article 3 "Vacancies" of the OPPA, subject to the following modifications.

Step One

The position will be posted in accordance with the requirements of the OPPA.

Step Two

A bid committee will convene and the validity of bids will be determined in accordance with the OPPA. The Bid Committee must consider the following factors equally, without discrimination of any kind: ability to meet the posted qualifications, merit, fitness, and three years past performance. The Bid Committee may require written, oral, and demonstrative evaluation of

qualifications. These evaluations will be mutually agreed upon by the Bid Committee and will be based upon the appropriate job description. In addition the Bid Committee may request interviews with bidders and/or managers. Where qualifications are equal seniority shall prevail. If this step fails to produce a successful applicant, the Employer will attempt to fill the position with a qualified Substation Lineman through the Hiring Hall.

Step Three

If Step Two fails to fill the position, the position will be re-posted as a Substation Lineman Trainee. In accordance with the OPPA, all qualified bids will be considered by the Bid Committee. The Bid Committee must consider the following factors equally, without discrimination of any kind: ability to meet the posted qualifications, merit, fitness, aptitude for learning, and three year's past performance. The Bid Committee may require written, oral, and demonstrative evaluation of qualifications. These evaluations will be mutually agreed upon by the Bid Committee and will be based upon the appropriate job description. In addition the Bid Committee may request interviews with bidders and/or managers. Where qualifications are equal seniority shall prevail.

The most qualified bidder, as determined above, will be the successful bidder and will be awarded the trainee position. The successful bidder will undertake the formal Journeyman Upgrade Program established by the Alaska Joint Electrical Apprenticeship and Training Trust (AJEATT) and the Employer. The probationary period of the trainee will be six months, and at the end of this period the Employer will evaluate the employee. If the trainee successfully completes the probationary period, the trainee will move on to complete the remainder of the training program. If the trainee does not successfully complete the probationary period, the trainee shall return to a position assigned by the Employer within the classification listed in Article 3 "Reduction-in-Force" of the OPPA which the employee occupied prior to the failed probationary period. The Employer will then proceed to Step Four.

Step Four

If the successful bidder of Step Three fails to complete the probationary period the trainee position will be re-posted and re-bid, in accordance with Step Three.

If there are no bidders in either step three or four the employer will attempt to fill the Substation Lineman Trainee position with a qualified Substation Lineman Trainee from the Hiring Hall before proceeding. The applicants qualifications will

be evaluated by the employer based on: ability to meet the posted qualifications, merit, fitness, aptitude for learning, and three year's past performance.

If there are no bidders, or if the successful bidder does not complete either the probationary period, or the training program, the Employer will be deemed to have fulfilled its obligation to fill this position with an individual having a Journeyman Lineman Certification. At this time, the Employer may fill this Substation Lineman position as a Substation Technician with an individual who does not hold a Journeyman Lineman's Certification.

The process defined in steps one through four above will be completed, as required, once for each of the four Substation Lineman positions contemplated in this Letter of Understanding. When this process has been completed once for each of these positions, the bidding process for Substation Linemen positions will revert to the procedures outlined in Article 3 "Vacancies" of the OPPA.

If a Substation Lineman position is bid in accordance with Article 3 "Vacancies" of the OPPA, and there are no successful bidders, then the Employer may, at the Employer's discretion, fill this position in one of the following ways. First, the position may be filled as a Substation Lineman trainee. Second, the position may be filled as if it were a Substation Technician position according to the requirements of the position description. Finally, the position may be filled by an indentured apprentice as contemplated in this letter of understanding.

Call-Outs

In accordance with the section entitled "Callouts and Switching" of Article 11 of the OPPA, separate callout lists will be maintained for the Substation Technicians and Relay/Control Wiring Technicians. Substation Linemen may indicate their specialty on the lineman call-out list. There will be no requirement for crew composition ratios with respect to callout. Recognizing the jurisdictional guidelines of the subject job classifications, callouts will be made according to the Employer's needs off of the appropriate list. Each individual called out for composite crew structure call-outs will be compensated at the appropriate leadership rate, until the nature of the problem is determined to be in a specific area. The On-Duty supervisor will make determination of the area of responsibility of the problem with technical input from the technicians involved. This decision will be made as soon as practical. At that time leadership will revert to the appropriate crew member and others will be compensated at the employee's normal rate of pay including appropriate overtime compensation.

Requirements

The existing requirement for successful bidders to remain in the Substation department for a minimum of three years is eliminated; therefore, the bid frequency and duration requirements of Article 3, Section entitled "Job Bidding", of the OPPA will govern these bids. There will be neither a requirement for a minimum number of trainees or apprentices in the Department nor any requirement for crew composition ratios between Substation Technicians, Relay/Control Wiring Technicians, or Journeyman Substation Linemen.

All new Substation Technicians, Relay/Control Wiring Technicians and Substation Linemen will undergo a six-month probationary period, which may be extended by mutual agreement of the Employer and the Union. In addition, these new employees will be required to complete the Journeyman Upgrade Program either by test or formal completion. The employee will have twice the duration of the Journeyman Upgrade program to complete this requirement.

Apprentices are contemplated under the training provisions of this agreement. Appropriate journeyman to apprentice ratios will be determined by mutual agreement of the Employer and the Union at the time the Apprentice Substation Technician position description is agreed to by the Classification Committee.

Substation Technicians, Relay/Control Wiring Technicians, Substation Lineman and Apprentices will participate in an annual certification as required by OSHA 1910-269, as well as, annual evaluations of job performance and skill. These evaluations may be written, oral, or demonstrative in nature and shall be consistent with the requirements of the OPPA. A written record will be kept of the employee's evaluation form.

Journeyman Upgrade and Apprenticeship Program

The Employer, the Union, and the Alaska Joint Electrical Apprenticeship and Training Trust (AJEATT) will work to develop a curriculum which will fulfill the federal requirements for a qualifying apprenticeship program. This program will be designed to meet the Employer's requirements for qualified and well-trained Substation Technicians, Relay/Control Wiring Technicians and Substation Lineman. Participation in the program is voluntary; no employee will suffer loss of pay or benefits and responsibilities shall not be affected as a result of not participating in the program.

All employees in the Substation Technician, Substation Lineman, and Relay/Control Wiring Technician classifications will be eligible for this training program. These employees will be able to challenge, by examination, steps of the apprentice program so long as such challenges comply with the requirements of a federally approved apprentice program. The Employer will schedule employees who are currently Journeyman Substation Lineman or Relay/Control Wiring Technicians for Journeyman Upgrade training based on qualifications. Qualifications will be determined by written, oral, and demonstrative evaluation of skill, judgement and aptitude for learning. These evaluations will be mutually agreed upon by the Employer and the Union and will be based upon the appropriate job description. Availability for enrollment in this program will be based on the above mentioned qualifications and the Employer's manpower requirements. The Employer will make a reasonable effort to provide all employees who choose to participate, with the option to participate as soon as practicable. Classroom training will be coordinated between the Employer and the Alaska Joint Electrical Apprentice Training Program (AJEATP) to minimize disruption to the Employer's work force.

In order to provide for work force stability, the Employer may choose to sponsor one or more apprentices in this program. A separate agreement covering apprentices will be mutually agreed upon at this time.

Journeyman Upgrade Training Incentives

The Journeyman Upgrade Program will involve up to six weeks of classroom training annually. This training will be conducted during the normal workday/workweek or some variation thereof, evenings, or Saturdays to be mutually agreed upon between the Employer, the Union and the AJEATP. Employees will perform one-half of this Classroom training on their own time (to be deducted from their annual leave account or done in the evenings or on Saturdays) and one-half on the Employer's time (to be compensated at the employee's straight time rate). The Employer, the Union, and the AJEATP will work to minimize the classroom training requiring the use of annual leave, so long as it does not impact the quality of the training program. In the initial year of the program the Employer may, depending on manpower requirements, grant LWOP to applicants who do not have sufficient accrued annual leave hours in their leave bank to meet the years training requirements. Throughout the duration of the Journeyman Upgrade Program, employees will maintain sufficient annual leave hours in their leave account to cover the upcoming year's scheduled training. Upon successful conclusion of each training step and subsequent completion of that year's step examination or upon successfully

challenging a step of the program, the employee's annual leave account will be reimbursed for the actual time that was deducted for classroom training. In addition, the employee's wage rate will be increased to the appropriate step increase. At least two opportunities to pass the examination will be allowed. Individuals will be allowed at least thirty calendar days before re-taking examinations.

Wage Adjustment Upon Completion of Journeyman Upgrade Program

Upon achieving Journeyman Status, as defined in the Journeyman Upgrade/Apprenticeship Program and developed for each of the classifications covered by this Letter of Agreement, employees will be compensated at 105% of their wage rate as defined in Appendix A of the OPPA.

Failure to Successfully Complete the Program

If the employee fails to complete the Journeyman Upgrade Program or fails to pass the appropriate journeyman examination in the time frame prescribed in the training program, the employee's annual leave account will be decreased, in equal amounts, by the total amount of annual leave which has been reimbursed for training. This reduction in annual leave will occur over a period of time similar to the period of time that the training took place.

This provision may be waived, due to hardship (as defined in section V .5 of Chugach's 401(K) Profit Sharing Plan and Trust Summary/Plan description), by mutual consent of the Employer and the Union.

APPENDIX A Wage Matrix

Outside Plant Personnel Job Classification & Wage Rates October 30, 2020 - June 30, 2025

Job Classification	Job Code	Job Grade	3.00%		Day 1 Base	10%
			3.00% 7/1/2020	Longevity 7/1/2020	10/30/2020	Longevity 10/30/20
Chief Steward	6666	01			\$ 60.68	
Construction & Maintenance Foreman	6102	01	\$ 57.26	\$ 62.99	\$ 60.68	
Construction & Maintenance Helper	6101	13	\$ 29.32		\$ 29.91	
Construction & Maintenance Man	6103	12	\$ 50.39	\$ 55.43	\$ 51.40	
Equipment Operator	No JC	12	\$ 50.39	\$ 55.43	\$ 51.40	
Field Inspector	No JC	18	\$ 50.39	\$ 55.43		
Foreman Lineman	6802	01	\$ 57.26	\$ 62.99	\$ 60.68	
Journeyman Lineman	6201	02	\$ 50.39	\$ 55.43	\$ 54.04	
Journeyman Wireman Foreman	3305	01	\$ 57.26		\$ 60.68	
Leadman	6203	03	\$ 52.71	\$ 57.98	\$ 55.94	
Line Inspector	NO JD	01	\$ 57.26	\$ 62.99	\$ 60.68	
Locator	6823	19			\$ 45.03	
Maintenance Man	8108	13-2	\$ 39.26	\$ 43.19	\$ 40.04	
Mechanics Helper	8201	32	\$ 29.32	\$ 32.25	\$ 37.93	
Meter Reader	5801	09			\$ 37.93	
Meter Tech	3205	18	\$ 50.39	\$ 55.43	\$ 54.04	
Meter Tech 1.5%	3206	23	\$ 51.14		\$ 54.85	
Meter Tech 2.5%	3207	24	\$ 51.67		\$ 55.39	
Meter Tech 5%	6825	47			\$ 56.74	
Meter Tech Foreman	NO JD	01			\$ 60.68	
Meter Tech Foreman 1.5%	6216	38	\$ 58.10		\$ 61.59	
Meter Tech Foreman 2.5%	6217	39	\$ 59.23		\$ 62.20	
Meter Tech Foreman 5%	6218	41	\$ 61.66		\$ 63.71	
Meter Tech Leadman 1.5%	6210	33	\$ 53.51		\$ 56.78	
Meter Tech Leadman 2.5%	6211	34	\$ 54.04		\$ 57.34	
Meter Tech Leadman 5%	6215	36	\$ 55.37		\$ 58.74	
Mid Loop Wagon Foreman	6405	43	\$ 72.87	\$ 80.16	\$ 75.85	
Mid Loop Wagon Leadman	6208	06	\$ 67.10	\$ 73.81	\$ 69.93	
Mid Loop Wagon Lineman (Driver)	6209	07	\$ 64.28	\$ 70.71	\$ 67.55	
Night Shop Foreman	6809	25	\$ 58.68	\$ 64.55	\$ 62.15	
Night Shop Mechanic	6404	30	\$ 53.47	\$ 58.82	\$ 54.52	
Night Shop Mechanic's Helper	6824	37			\$ 43.62	
Night Warehouseman	7121	28	\$ 48.95	\$ 53.85	\$ 54.52	
PBC Apparatus Foreman	6806	01			\$ 60.68	
PBC Apparatus Lineman	6204	02			\$ 54.04	

Job Classification	Job Code	Job Grade	3.00% 7/1/2020	Longevity 7/1/2020	10/30/2020	Longevity 10/30/20
Relay Control Wiring Tech	3220	17	\$ 50.39	\$ 55.43	\$ 54.04	
Relay/Control Wiring Tech 1.5%	3244	45	\$ 51.18	\$ 56.30	\$ 54.85	
Relay/Control Wiring Tech 2.5%	3245	46	\$ 51.71	\$ 56.88	\$ 55.39	
Relay/Control Wiring Tech 5%	3246	47	\$ 53.06	\$ 58.37	\$ 56.74	
Shop Mechanic	6402	31	\$ 45.79	\$ 50.37	\$ 47.41	
Sr. Meter Reader	5805	10			\$ 40.30	
Sr. Meter Tech	3212	16	\$ 57.24	\$ 62.96	\$ 60.68	
Sr. Meter Tech 5%	3219	08	\$ 60.14		\$ 63.71	
Sr. Relay/Control Wiring Tech	3223	14	\$ 57.24	\$ 62.96	\$ 60.68	
Sr. Relay/Control Wiring Tech 1.5%	3247	49	\$ 58.14	\$ 63.95	\$ 61.59	
Sr. Relay/Control Wiring Tech 5%	3249	51	\$ 60.24	\$ 66.26	\$ 63.71	
Sr. Relay/Control Wiring Tech 2.5%	3248	50	\$ 58.96	\$ 64.86	\$ 62.20	
Sr. Shop Mechanic	6403	02	\$ 50.39	\$ 55.43	\$ 54.04	
Substation Foreman	6803		\$ 57.46	\$ 63.21	\$ 60.68	
Substation Foreman 1.5%	3259	49	\$ 58.14	\$ 63.95	\$ 61.59	
Substation Foreman 2.5%	3260	50	\$ 58.96	\$ 64.86	\$ 62.20	
Substation Foreman 5%	3261	51	\$ 60.24	\$ 66.26	\$ 63.71	
Substation Leadman	3265	03	\$ 52.71	\$ 57.98	\$ 55.94	
Substation Leadman 2.5%	3263	54	\$ 54.29	\$ 59.72	\$ 57.34	
Substation leadman 5%	6826				\$ 58.74	
Substation Lineman	6205	02	\$ 50.39	\$ 55.43	\$ 54.04	
Substation Lineman 1.5%	3256	45	\$ 51.18	\$ 56.30	\$ 54.85	
Substation Lineman 2.5%	3257	46	\$ 51.71	\$ 56.88	\$ 55.39	
Substation Lineman 5%	3258	47	\$ 53.06	\$ 58.37	\$ 56.74	
Substation Lineman, Foreman		01			\$ 60.68	
Substation Lineman, Senior	NO JD	01	\$ 57.26	\$ 62.99	\$ 60.68	
Substation Technician	3218	02	\$ 50.39	\$ 55.43	\$ 54.04	
Substation Technician 1.5%	3250	45	\$ 51.18	\$ 56.30	\$ 54.85	
Substation Technician 2.5%	3251	46	\$ 51.71	\$ 56.88	\$ 55.39	
Substation Technician 5%	3252	47	\$ 53.06	\$ 58.37	\$ 56.74	
Substation Technician, Senior	3241	14	\$ 57.24	\$ 62.96	\$ 60.68	
Swing Loop Wagon Leadman	6207	04	\$ 61.23	\$ 67.35	\$ 64.33	
Swing Loop Wagon Lineman	6206	05	\$ 59.02	\$ 64.92	\$ 62.15	
Tree Trimmer	6821	26			\$ 47.41	
Tree Trimmer Foreman	6822	27			\$ 53.33	
Utility Arborist						
Warehouse Foreman	6901	02	\$ 50.39	\$ 55.43	\$ 54.04	\$ 59.44
Warehouse Trainee						
Warehouseman	8104	26	\$ 45.79	\$ 50.37	\$ 47.41	
Wireman-Journeyman	3303	22	\$ 50.39	\$ 55.43	\$ 54.04	
Wiring Inspector	No JC		\$ 57.33	\$ 63.06		

NOTE: 7/7/2017 Corrected JC 3206						
NOTE: 6/25/2020 Corrected Night warehouseman JC from 8102 to current JC in use 7121. KM						

APPENDIX B

Letters of Agreement

Attached to this Collective Bargaining Agreement are the Letters of Agreement the Parties have been able to locate and identify as being still in effect. Please note, however, the list is not exhaustive.



LETTER OF UNDERSTANDING

Between

**CHUGACH ELECTRIC ASSOCIATION, INC.
Outside Plant Personnel Agreement**

and

**International Brotherhood of Electrical Workers
Local No. 1547**

TRAINING OF SUBSTATION PERSONNEL

This letter is to confirm the understanding reached during meetings of the classification committee for training of substation foreman and substation lineman. This letter is intended to clarify the following requirements agreed to by both management and bargaining unit personnel.

Employees awarded the position of Substation Foreman or Substation Lineman will work in this position a minimum of thirty-six (36) months and will not bid on any other position outside of the Substation Department during this time unless mutually agreed to.

The above requirement shall be added to article 3.4.2 - Job Bidding. At the present time this language is similar to job bidding for positions on the Kenai Peninsula.

In an effort to clarify the position of the Classification Committee on this subject, the following additional items were agreed to.

1. To show that individuals interested in Substation work are committed to learn these specialized skills required in this department and are willing to utilize these skills for the benefit of the Association. It is agreed that this commitment will alleviate major turnover in the Department and provide a stable environment in which to learn and utilize the skills developed.
2. In exchange for the individual's commitment, the Employer is committed to provide opportunities for specialized training in substation maintenance and testing. The employer retains the right to fill positions with applicants with the most qualifications in accordance with Section 3.4.4 of the current Outside Agreement.

5601 Minnesota Drive • P.O. Box 196300 • Anchorage, Alaska 99519-6300
Phone 907-563-7494 • FAX 907-562-0027

Letter of Understanding
Training of Substation Personnel
Page 2

The employer may provide less qualified Journeyman Lineman the opportunity to fill these positions, if in doing so, would not hinder the effective production of this department, based on the following ratio. The ratio of trainees (less than two (2) years substation maintenance experience) will not normally exceed 30% of the substation work force.

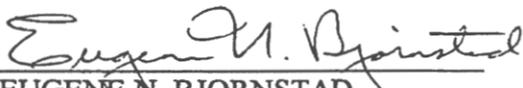
3. Cross-Training - The employer will post a letter of interest, for three (3) working days, so that employees may indicate their interest for consideration as opportunities occur. Cross-training will be defined as follows:

Temporary assignments associated with the maintenance and repair of substation electrical apparatus in excess of two weeks.

4. The employer has the right to call for qualified NECA temporaries if the ratio of trainees to qualified substation lineman would exceed 30%.

As with other positions requiring journeyman lineman as a prerequisite, employees in this classification will be laid off in accordance with Article 3, Section 3.5.2(a) of the current Outside Agreement.

AGREED TO AND ACCEPTED THIS 8th DAY OF June, 1995


EUGENE N. BJORNSTAD
General Manager
Chugach Electric Association, Inc.


GARY BROOKS
Business Manager
International Brotherhood of
Electrical Workers, Local 1547

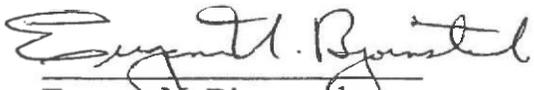
Letter of Understanding
Between
International Brotherhood of Electrical Workers, Local 1547
And
Chugach Electric Association, Inc.

This letter of understanding is to confirm the agreement between the employer and IBEW Local 1547 regarding bidding rights for the Office and Engineering and the Generation Plant Personnel Agreements for certain positions covered under the Outside Plant Personnel Agreement.

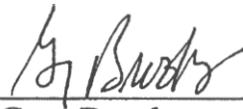
- Positions requiring a prerequisite of journeyman lineman shall be excluded from cross agreement bidding.
- Short calls for Meter Readers, Mechanics, and Warehouse personnel will be excluded from this cross bidding agreement. All other positions are eligible for cross agreement bidding.
- To be eligible to bid on journeyman lineman positions the bidder must have been dispatched as a journeyman lineman. Effective date for this requirement will be the signing date of this Letter of Understanding.
- All eligible bidders must be regular employees under the employee's agreement.
- The committee will consider all bids consistent with the bidding procedures in the Outside Plant Personnel Agreement.
- Bidders covered by the Outside Plant Personnel Agreement will be considered first and the position awarded to the most qualified bidder, consistent with the bid procedures in the Outside Plant Personnel Agreement. In the event there are no qualified bidders covered by the Outside Plant Personnel Agreement then the qualifications of bidders from other IBEW/CEA agreements will be considered and the position awarded to the most qualified bidder from this group, qualifications being equal seniority shall prevail.
- For purposes of bidding from Office and Engineering or Generation Plant Personnel Agreements into the Outside Plant Personnel Agreement,

seniority will be the employee's seniority date within the employee's agreement at the time the bid was submitted.

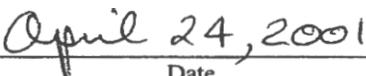
- For successful bidders from Office and Engineering or Generation Plant Personnel Agreements into the Outside Plant Personnel Agreement service credits will begin from their original date of hire. For purposes of job bidding or reduction in force, seniority will begin on the date of transfer to the Outside Plant Personnel Agreement
- In the event a sixty (60) day probationary period applies and the successful bidder into the Outside Plant Personnel Agreement fails their probationary period, that employee may return to a classification they held prior to the unsuccessful probationary period and within the IBEW/CEA agreement they previously worked under.
- For successful bidders from the Office and Engineering or Generation Plant Personnel Agreement, they will be considered as a regular employee covered under the Outside Agreement.
- Upon the completion of a temporary assignment, the employee will return to their position under the Agreement held prior to the temporary assignment.



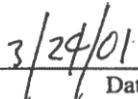
Eugene N. Bjornstad
General Manager
Chugach Electric Association, Inc.



Gary Brooks
Business Manager
International Brotherhood of
Electrical Workers Local 1547



Date



Date

**LETTER OF UNDERSTANDING
BETWEEN
CHUGACH ELECTRIC ASSOCIATION, INC.
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547
OUTSIDE PLANT PERSONNEL AGREEMENT**

Chugach Electric Association, Inc. ("Chugach") and the International Brotherhood of Electrical Workers Local 1547 ("IBEW") agree that the notice provisions of Section 2.13.4 of the Outside Plant Personnel Agreement ("Outside Agreement") shall be suspended as to all invitations to bid and work orders issued under the Outside Electrical Line Construction Contract (OELCC) so long as all contractors pre-qualified to perform such work are signatory to a current collective bargaining agreement with the IBEW.

In the event that any contractor that is eligible and pre-qualified to perform work, and is not signatory to an agreement with IBEW, the Employer shall notify IBEW in writing within two (2) working days and provide a listing of all pre-qualified OELCC contractors consistent with Section 2.13.4 of the CBA.

This letter of agreement is without prejudice to and shall not constitute waiver of any positions which either party may have as to whether the work described in such invitations to bid or work orders is covered by Sections 2.13.1-.3 of the Outside Agreement, including the union signatory provision contained in Section 2.13.3(a) of the Outside Agreement.

This letter agreement may be terminated by either party upon 72 hours written notice to the other.

The authorized representatives of Chugach and IBEW have executed this document this 17th day of November, 2003.

By Jerry Holder

Jerry Holder
Business Representative, Local 1547

By Mary Tesch

Mary Tesch
Vice President of Human Resources

LOU-OELCC

LETTER OF UNDERSTANDING
BETWEEN
CHUGACH ELECTRIC ASSOCIATION, INC.
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547
OUTSIDE PLANT PERSONNEL AGREEMENT

Concerning

Commercial Driving License Release of Records

This letter is to confirm the understanding reached between the parties concerning the following:

1. All regular and NECA temporary employees of the outside Plant Personnel Agreement (OPPA) that are required to hold a Commercial Driving License will agree to sign a release form allowing Chugach to acquire current copies of their driving record. These forms will be submitted annually per the Federal Motor Carrier Safety Regulations (FMCSR), Part 391, Qualifications of Drivers.
2. These records shall only be used for the sole purpose of allowing Chugach to comply with current FMCSR regulations.
3. Chugach agrees to pay in full the cost of obtaining a medical examiner's certificate per the current FMCSR regulations. Appointments will be arranged through the Human Resources Department and will be scheduled during the last hour of a shift, with the exception of the swing shift whose appointments will be scheduled during the first hour of that shift.
4. This agreement shall become null and void in the event that the regulations are modified or rescinded by FMCSR and Chugach is no longer required to keep current or past driving records on file or that the medical examiner's certificates are no longer required.
5. This agreement is only valid during the term of the current Outside Plant Personnel Agreement.

The authorized representatives of the Employer and the Union have executed this document this 5th day of March, 2004.

IBEW Local Union No. 1547

Jerry Holder
Jerry Holder
Business Representative

Chugach Electric Association, Inc.

Mary Tesch
Mary Tesch
Vice President, Human Resources

LETTER OF UNDERSTANDING

between
International Brotherhood of Electrical Workers Local 1547
and
National Electrical Contractors Association, Alaska Chapter

The purpose of this Letter of Understanding is to clearly define the agreed upon terms and conditions for Substation and Generation Equipment, Testing, Calibrating, and Maintenance as well as the appropriate referral of "Electrical Testing Technicians." It is acknowledged by the parties that Substation and Generation Equipment, Testing, Calibrating, and Maintenance is not exclusively "Inside" or "Outside" work and that this Letter of Understanding is to facilitate the performance of the work in an efficient manner.

The following items have been agreed to in order that the contractor remains competitive and to better meet the changing needs of the client:

- Recall a former employee who has received specialized formal training of at least forty (40) hours or more at the expense of the contractor within a two year period.
- Referral of applicants will be from either the Inside branch or the Outside branch as necessary to provide qualified applicants. Every effort will be made to maintain a ratio of two (2) Inside employees to one (1) Outside employee employed in the shop as well as on each project.
- The wage and benefits shall be as listed in the current Inside Agreement for all employees dispatched under the Inside Agreement. The wage and benefits for the employees dispatched under the Outside Agreement shall be as listed in the current Outside Agreement. All work rules, work schedules and other non-direct wage and benefit issues shall be as defined under the Inside Agreement. This shall apply to all dispatched employees whether they are referred from the Inside or Outside Branch.
- Employers working under this Letter of Understanding shall be signatory to both the Inside and Outside Agreements.
- This Letter of Understanding shall pertain to all this type work in IBEW Local 1547 jurisdiction.

Commissioning of new substations is covered work and will require the use of a signatory contractor. Should a question arise as to the availability of a qualified signatory contractor, both parties agree to meet and discuss an amicable resolution to this requirement.

This agreement is made effective between NECA Alaska Chapter and International Brotherhood of Electrical Workers Local 1547 on the 18 day of May, 2004.

Steve F. Boyd
Steve Boyd
NECA, Alaska Chapter Manager

5/20/2004
Date

Gary Brooks
Gary Brooks
IBEW Business Manager

5/18/04
Date

Letter of Agreement

Between
Chugach Electric Association, Inc.
And
International Brotherhood of Electrical Workers – Local 1547
Outside Plant Personnel Agreement
RE: Clothing Allowance

This letter is to confirm the agreement reached between the parties that Section 11.2.6 Clothing Allowance of the Outside Plant Personnel Agreement (Agreement) will apply to newly hired regular employees on a prorated basis as follows:

as of Jan 1 2007

Journeyman Lineman, Relay-Control Wiring Technicians and Utility Aborist

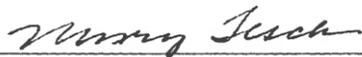
- | | |
|--------------------------------|-------------------------------|
| • Hired in January = \$400.00 | Hired in July \$199.98 |
| • Hired in February = \$366.63 | Hired in August = \$166.65 |
| • Hired in March = \$333.30 | Hired in September = \$133.32 |
| • Hired in April = \$299.97 | Hired in October = \$99.99 |
| • Hired in May = \$266.64 | Hired in November = \$66.66 |
| • Hired in June = \$233.31 | Hired in December = \$33.33 |

Meter Readers, Warehouseman Personnel

- | | |
|--------------------------------|------------------------------|
| • Hired in January = \$150.00 | Hired in July = \$75.00 |
| • Hired in February = \$137.50 | Hired in August = \$62.50 |
| • Hired in March \$125.00 | Hired in September = \$50.00 |
| • Hired in April = \$112.50 | Hired in October = \$37.50 |
| • Hired in May = \$100.00 | Hired in November = \$25.00 |
| • Hired in June = \$87.50 | Hired in December = \$12.50 |

This Letter of Agreement is to address the clothing allowance for newly hired regular employees only and does not apply to temporary employees covered under this Agreement. as of Jan. 1, 2007

Agreed to this 31st day of August 2007



Mary Tesch, Vice President, Human Resources
CHUGACH ELECTRIC ASSOCIATION, INC.



Roberta Demoski – Business Representative
IBEW – LOCAL 1547

To LOA
Notebook

**Letter of Agreement
Between
Chugach Electric Association, Inc. (Chugach)
And
International Brotherhood of Electrical Workers
Local 1547 (IBEW)
Re: Meter Reader, Starting Wage**

Chugach and IBEW (the parties) recognize that the IBEW/CEA Outside Agreement contains a graduated wage scale specific to Meter Readers. The parties also recognize that there may be occasions where an internal bidder may possess experience and/or qualifications that may warrant such individual to begin at a step of the wage scale that is higher than the entry level. To that end the parties hereby agree to the following:

1. If an internal bidder is awarded a meter reader position and either IBEW or CEA believes the successful bidder possesses experience and/or qualifications that may warrant the starting wage at either the Second Six Month rate or the 2nd & Subsequent Years rate, the parties agree to use the Bid Committee to consider such recognition and make a recommendation. Any increase in the starting wage must be by mutual agreement between the V.P. of HR and the Union Business Representative or their designee.
2. This agreement is specifically limited to the meter reader positions in the IBEW/CEA Outside Agreement, and no other positions are affected by this agreement.
3. This agreement is specifically limited to internal bidders at CEA. For purposes of this agreement an "internal bidder" is defined as any bargaining unit employee from the Outside Agreement, the Generation Agreement or the Office and Engineering Agreement that bids on a meter reader position.



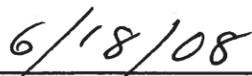
For IBEW
Roberta Brooks
Business Representative



Date



For CEA
Tyler Andrews
V.P. of Human Resources



Date

CC - [unclear]
2/17/09

Letter of Agreement
By and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing
Outside Plant Personnel Bargaining Unit

Re: Arc Flash Protective Clothing

The parties mutually agree to the following to achieve compliance with the "National Electrical Safety Code" C2-2007, IEEE publication, "NFPA 70E" National Fire Protection Association: and the proposed rules in the "Federal Register" for "Electric Power Generation, Transmission, and Distribution; Electrical Protective Equipment; Proposed Rule -70:34821-34980."

Bargaining unit employees employed in positions on the attached list shall be provided with Arc Flash Protective Clothing at employer expense consistent with the following:

1. Bargaining unit employees in positions on the attached list shall be provided an annual footwear allowance of \$75.00, to be paid to the employee on the last paycheck issued in January of each calendar year. Bargaining unit employees in positions on the attached list are excluded from the foot wear benefit provisions of Chugach Safety Procedure 11.5.
2. In lieu of the clothing allowance identified at Article 11.2.6 of the current collective bargaining agreement, bargaining unit employees employed in positions on the attached list shall be provided the following:
 - A. Initial Distribution: to be issued on or before February 27, 2009
 1. 14 items (equal to 7 sets of clothing)
 2. 1 multi-purpose mid-weight FRC jacket
 3. 1 FRC hardhat liner
 4. 1 FRC balaclava
 5. 1 FRC cold weather heavy jacket
 6. 1 FRC reflective vest
 7. 1 set of raingear
 - B Annual Distribution after 12-31-09: to be issued on or before January 30 of each calendar year
 1. 8 items (equal to 4 sets of clothing)
 - D. Temporary employees hired for longer than 4 months
 - a. 6 items (equal to 3 sets of clothing)
 - b. 1 multi-purpose FRC jacket
 - c. FRC reflective vest, if job task requires one

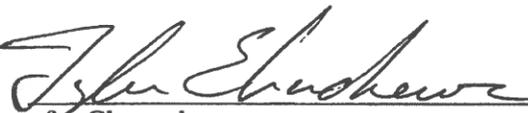
- E. Temporary employees hired for less than 4 months
 - a. 4 items (equal to 2 sets of clothing)
 - b. 1 multi-purpose FRC jacket
 - c. FRC reflective vest, if job task requires one
- 3. Upon hire, temporary employees will be issued two rated coverall sets until fitted clothing arrives. Temporary employees will also be required to return to work at CEA with FRC clothing distributed for a period of 2 years from the original date of distribution.
- 4. FRC clothing and jackets will be replaced as needed due to wear. Clothing in addition to the initial and subsequent year distribution may also be issued. Replacement clothing or additional clothing shall be issued as deemed by the supervisor, and subject to grievance as deemed by the union. All employees are able to purchase additional approved clothing from the vendor at CEA's cost.
- 5. A joint committee of two labor and two management shall review the catalog annually to make changes if necessary. In the event majority consensus cannot be reach on any modifications to the catalog, the issue shall remain status quo.
- 6. Additions or deletions from the attached list of classifications shall be upon mutual consent between the parties. In the event mutual consent cannot be reach on additions or deletions from the list, the issue shall remain status quo.

No other terms of the current collective bargaining unit agreement shall be modified by this letter of agreement. This agreement is **effective January 30, 2009.**



for IBEW :
Roberta Brooks,
Business Representative
2/12/09

Date



for Chugach:
Tyler Andrews,
V.P. Human Resources
2/13/09

Date

**Outside Plant Personnel
Arc Rated Safety Clothing
Classification List
2/12/2009**

CLASSIFICATION TITLE

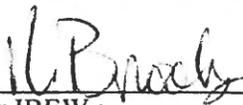
DEPARTMENT

Foreman	Maint and Operations Service
Journeyman Lineman	Maint and Operations Service
Leadman	Maint and Operations Service
Swing Loop Wagon Leadman	Maint and Operations Service
Swing Loop Wagon Lineman	Maint and Operations Service
Foreman	Maint & Line Construction
Foreman Lineman	Maint & Line Construction
Journeman Lineman	Maint & Line Construction
Sr. Substation Tech	Substation Operation
Substation Foreman 2.5%	Substation Operation
Substation Foreman 5.0%	Substation Operation
Substation Lineman	Substation Operation
Substation Lineman 2.5%	Substation Operation
Substation Technician 2.5%	Substation Operation
Relay/Control Wiring Tech	Relay & System Protection
Relay/Control Wiring Tech 2.5%	Relay & System Protection
Sr. RelayCntrl Wiring Tech 5.0%	Relay & System Protection
Journeyman Lineman	Meter Shop & Clerical Support
Meter Technician	Meter Shop & Clerical Support
Sr. Meter Technician	Meter Shop & Clerical Support
Foreman Lineman	Special Support Services
Journeyman Lineman	Special Support Services
PCB Apparatus Foreman	Special Support Services

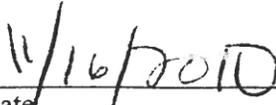
Letter of Grievance Resolution
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel Bargaining Unit
Re: Substation Lineman Call-Out List

Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) agree that the following resolution constitutes the full and final settlement grievance CEA/OS 2010-004.

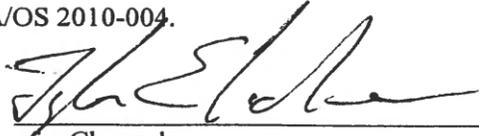
- 1) Management retains the contractually recognized prerogative to evaluate employee performance.
- 2) The parties agree that Mike Snell will receive twelve (12) hours of straight time compensation on the next payroll period immediately following the execution of this settlement.
- 3) To determine journeyman lineman qualifications for the purpose of the substation specialty designation on the call-out list, the following criteria shall apply:
 - a) Management will seek input from the Substation Foreman and or Reads Crew Leadmen that the journeyman lineman has adequate familiarity with substation power transformers, circuit breakers, switches, battery banks and control panel alarm schemes to do a safe and effective job in a call-out situation.
 - b) Journeyman lineman who do not have a substation specialty designation on the call-out list may be required to demonstrate their qualifications as necessary by: assignment to the Substation "Reads Crew" for a long enough period to have been to all substations at least once, successful completion of the Switching Certification class and have experience in one or more substation switching scenarios for the isolation of equipment, red clearances, movement of load or other maintenance projects.
- 4) The parties agree that this grievance resolution only applies to the specific set of facts and circumstances identified in the grievance regarding the May 2010 substation call-out and is not intended to modify or amend the terms of the parties' collective bargaining agreement.
- 5) IBEW agrees to withdraw grievance number CEA/OS 2010-004.



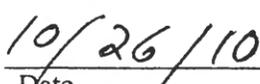
for IBEW :
Roberta Brooks,
Business Representative



Date



for Chugach:
Tyler Andrews,
V.P. Human Resources



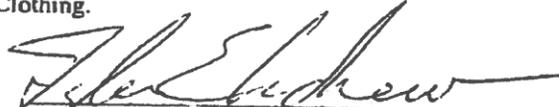
Date

Letter of Grievance Resolution
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel Bargaining Unit
Re: CEA/OS 2011-001

Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) agree that the following resolution constitutes the full and final settlement of grievance number CEA/OS 2011-001:

1. The parties agree that so long as the "Dragon Fur" jacket is available. Eligible regular bargaining unit employees may select one per year, without the requirement that it count for two upper FRC items.
2. The parties agree heavy bibs will be added to the initial distribution list and replaced as necessary at no cost to the bargaining unit employee.
3. The Union agrees to withdraw the grievance, without prejudice and precedent.
4. In consideration of the parties' agreement under items one (1) and two (2) and three (3) above, bargaining unit employees Max Dolchok and Thayne Hacking will receive the additional Dragon Fur jackets they requested under the 2011 FRC program. Mr. Dolchok and Mr. Hacking will not be eligible to select more than one Dragon Fur any other subsequent year.
5. The joint committee of two labor and two management representatives may reach an agreement to remove the Dragon Fur from subsequent FRC catalogs. In the event majority consensus cannot be reached on removing the Dragon Fur (provided they are still available), they shall remain in the FRC Catalog.
6. The parties agree that this grievance resolution is entered into solely to address the specific circumstances of this particular dispute and is not an admission of a violation of the collective bargaining agreement and is not intended to modify any terms of the collective bargaining agreement. The parties further agree that this resolution will be read together and in harmony with the terms of the February 13, 2009 Letter of Agreement regarding Arc Flash Protective Clothing.


for IBEW:
Julius Matthew,
Business Representative


for Chugach:
Tyler Andrews,
V.P. Human Resources

12-19-11
Date

12/19/2011
Date

**Grievance Resolution
For
Grievance CEA OS 14-01
Chugach Electric Association, Inc. (Chugach)
And
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel Bargaining Unit
Re: Meter Technicians**

Chugach Electric Association, Inc. and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) mutually agree to resolve Grievance CEA OS 14-01 as follows:

1. Chugach and the Union agree that, for the purpose of completing Customer Service Duties, CSR's will continue to operate the remote meter system to turn on and turn off power (remote connects/disconnects) to individual locations having the appropriate equipment. CSR's will not perform the physical connects and disconnects requiring removal, setting, or booting of meters (described in Article 11, Section 11.1.17).
2. Parties agree that Power Control may remotely operate the service disconnect switch to restore power for Customer Service.
3. CSR radio desk duties will be eligible for a temporary wage differential of 5% for the first two hours of the work day. When the connect/disconnect contract expires, the parties will meet and confer to discuss the continuing need for the differential.
4. In exchange, Chugach and the Union agree that Chugach will establish a Meter Technician (journeyman) upgrade program using the following:

Meter Technician Upgrade Program

Completion of a Chugach approved Meter School equivalent to the Western Energy Institute 5-level Northwest Electric Meter School or 2 years equivalent metering experience for each schooling level. Level 1-Single Phase Metering, Level 2- Polyphase Metering, Level 3-Electronic Metering I, Level 4-Electronic Metering II, and Level 5-Advanced Metering.

Travel and class expenses will be provided consistent with the Outside CBA. After completion of Meter School, the Employer may select additional Meter Technician training courses if it determines they are necessary to keep up with advances in technology.

Wage Adjustment Upon Completion of the Meter Technician Upgrade Program

Wage Adjustment will be a 3-step process at 101.5% 102.5% and 105% Journeyman compensation increases. The Meter Shop Manager will confer with the Senior Meter Technician and make the final approval regarding upgrades.

New employees with documentation of the required education, training and work experience or current Meter Shop employees who have previously completed the meter school levels consistent with the above, shall be compensated at 101.5, 102.5 and 105% of their respective wage rate as defined in Appendix A of the Outside CBA. A newly hired Meter Technician that has been evaluated at more than 100% scale may not be upgraded until they have successfully completed the forty five (45) day probationary period.

First Upgrade to 101.5%

Upon completing Meter School Level 1 class Meter Technician work employees will be compensated at 101.5% of the regular Journeyman Lineman wage rate as defined in Appendix A of the Outside CBA.

Second Upgrade to 102.5%

Upon completing approved Meter School Level 3 class or a minimum of 2-years of documented Meter Technician work employees will be compensated at 102.5% of the regular Journeyman Lineman wage rate as defined in Appendix A of the Outside CBA.

Final Upgrade to 105%

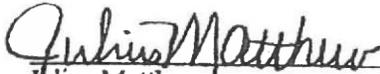
Upon completing approved Meter School Level 5 class and a minimum of 4-years of documented Meter Technician work employees will be compensated at 105% of the regular Journeyman Lineman wage rate as defined in Appendix A of the Outside CBA.

Departure from the Meter Shop

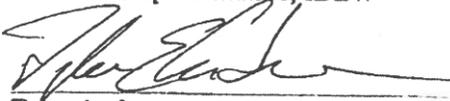
The Meter Technician upgrades and training incentives are only applicable to qualified Meter Technicians currently assigned to the Meter Shop. Meter Technicians who bid into positions outside the Meter Shop will not be eligible to retain the increase in pay associated with assignment to the Meter Shop as a Meter Technician.

All training shall be completed within 5 years as of the signing date of this agreement for all current meter technicians. New meter technicians, training will be complete within 5 years of starting date as meter technician.

The parties agree that this agreement adds to but does not modify existing terms of the CBA. It shall be implemented in harmony with the existing labor agreement and is not intended to negate any terms of the CBA.


Julius Matthew,
Business Representative, IBEW

6-27-16
Date


Tyler Andrews,
VP, Member & Employee Services Division

6/27/16
Date

Letter of Grievance Resolution
by and between
Chugach Electric Association, Inc.
and
International Brotherhood of Electrical Workers, Local 1547
Outside Collective Bargaining Agreement

Re: Grievance Nos. CEA/OS 2015-03, 2015-04 and 2015-06 (Missed Meal Grievances)

This letter of grievance resolution ("Agreement") is made and entered into by and between Chugach Electric Association, Inc. ("CEA") and the International Brotherhood of Electrical Workers, Local 1547 ("IBEW") in order to resolve Grievance Nos. CEA/OS 2015-03, 2015-04 and 2015-06 (Missed Meal Grievances).

IBEW and CEA agree to resolve Grievance Nos. CEA/OS 2015-03, 2015-04 and 2015-06 as follows:

1.
 - a. IBEW and CEA agree that when an employee is required to be out of town under Section 5.2.9 of the CBA and the employee is required to work two hours or more immediately following his regularly scheduled eight-hour shift, if a meal is not provided at that time, the employee may claim the missed meal compensation, which is \$20.00 and one-half hour at the double time rate.
 - b. If the employee eats an employer provided meal at a later time beyond the two hours after the end of the employee's eight-hour shift either in camp at Beluga or in a restaurant elsewhere, he can claim the ½ hour of double time and the \$20.00 cash meal ticket.
2. The parties agree that this Agreement applies only to out of town work under CBA Section 5.2.9.
3. IBEW waives payment of all currently claimed but denied missed meal allowances for Grievance Nos. CEA/OS 2015-03, 2015-04 and 2015-06.
4. IBEW agrees to withdraw Grievance Nos. CEA/OS 2015-03, 2015-04 and 2015-06 (Missed Meal Grievances).
5. Any fees of the arbitrator shall be borne equally by the parties.

6-30-16
Date

6/30/2016
Date

Julius Matthew
Julius Matthew,
Business Representative, IBEW

Tyler Andrews
Tyler Andrews,
VP, Human Resources, CEA

**Grievance Resolution
For
Grievance CEA OS 15-05
Chugach Electric Association, Inc. (Chugach)
And**

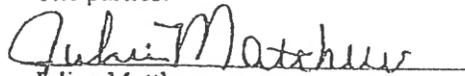
**International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel Bargaining Unit**

Re: Utility Arborist Position

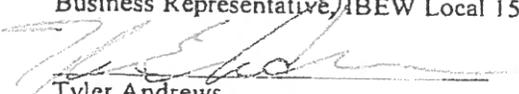
Chugach Electric Association, Inc. (CEA) and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) mutually agree to resolve Grievance CEA OS 15-05 as follows:

1. The parties agree that the job classification and all duties associated with the Arborist job classification except for "Right of way (ROW) clearing inspections" will be removed from the Outside Bargaining Unit Agreement. The ROW Clearing inspections duty will go to the "Line Patrol Foreman" position per the Outside CBA.
2. The parties agree that this agreement removes any reference to "Arborist" from the CBA, but does not modify any other existing terms of the CBA. It shall be implemented in harmony with the existing labor agreement and is not intended to negate any other terms of the CBA.
3. IBEW agrees to withdraw grievance number CEA OS 2015-05 (Arborist).
4. The parties agree that Chuck Serra's employment as a NECA Electrician will be converted to a regular employee status with CEA. Upon becoming a regular employee Mr. Serra's terms and conditions of employment will be consistent with the terms and conditions of a Wireman as indicated in the Outside Agreement.
5. No more than 30 days after the signing of this agreement, the parties agree to convene a Classification Committee under Section 15.3 of the Outside CBA for the purpose of developing a Wireman job description. Wireman when working as a Leadman or Foreman will be consistent with section 11.1.2 Foreman and section 11.1.4 Loop Wagon Leadman.
6. CEA agrees to keep the Wireman position filled for a minimum of 5 years after this agreement is signed.
7. Due to Mr. Serra's experience and extensive knowledge of CEA facilities and given this is a grievance resolution, CEA will be allowed to make a one-time "call by name" off of the wireman IBEW book for Mr. Serra.

The parties:


Julius Matthew,
Business Representative, IBEW Local 1547

7-18-16
Date


Tyler Andrews,
VP, Member & Employee Services Division

7-20-2016
Date

**Letter of Agreement
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Office of Engineering Unit
RE: Cross Bidding for all employees from the Outside Plant Agreement to the Office and
Engineering Agreement**

It is agreed and understood between the parties that the following terms and conditions apply regarding Outside Plant Bargaining Unit members being allowed to bid consistent with Section 3.4(3.4.1 through 3.4.6) of the Office and Engineering Agreement:

1. All eligible bidders must be regular employees under the employee's agreement.
2. The O&E bid committee will consider all bids consistent with the bidding procedures in the Office and Engineering Personnel Agreement.
3. Any bidder from the Outside Agreement will obtain a copy of the O&E "Guidelines for the Bidding Process" from an O&E shop steward or from Human Resources.
4. Bidders covered by the Office and Engineering Personnel Agreement will be considered first and the position awarded to the most qualified bidder, consistent with the bid procedures in the Office and Engineering Personnel Agreement. In the event there are no qualified bidders covered by the Office and Engineering Personnel Agreement then the qualifications of bidders from the Outside Plant Personnel Agreement will be considered.
5. For purposes of bidding from Outside Plant Personnel Agreement into the Office and Engineering Personnel Agreement only, seniority will be the employee's seniority date within the Outside Plant Agreement at the time the bid was submitted.
6. For successful bidders from Outside Plant Personnel Agreement into the Office and Engineering Personnel Agreement service credits will begin from their original date of hire at CEA. For purposes of job bidding, reduction in force and scheduling of leave, seniority will begin on the date of transfer to the Office and Engineering Personnel Agreement.
7. In the event a sixty (60) day Bid Trial period applies and the successful bidder in the Office and Engineering Personnel Agreement fails their Bid Trial period, that employee will return to the Outside Plant Bargaining Unit, consistent with that agreement (Article 3).
8. For successful bidders from the Outside Plant Personnel Agreement, they will be considered as a regular employee covered under the Office and Engineering Personnel Agreement with the exceptions to seniority noted in this agreement.

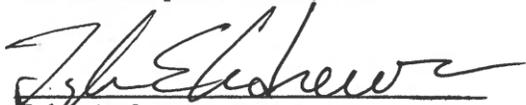
Cross Bidding for all employees from the Outside Plant Agreement to the Office and Engineering Agreement
Page Two

The parties agree that this non-precedent setting agreement does not modify existing terms of the current Office & Engineering Agreement. This agreement shall be implemented in harmony with the existing labor agreement and is not intended to negate any terms of the current CBA.



Julius Matthew,
Business Representative, IBEW

10-19-16
Date



Tyler Andrews,
VP, Member & Employee Services Division

10/20/2016
Date

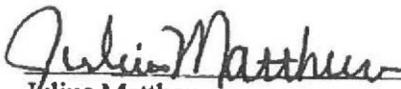
**Letter of Grievance and Dispute Resolution
by and between
Chugach Electric Association, Inc. (Chugach)
and
International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel Bargaining Unit
And
The Office and Engineering Bargaining Unit
And
The Outside Plant Bargaining Unit**

**Re: Senior Courier
(CEA O&E 2010-003)**

Chugach Electric Association, Inc. (CEA) and Local Union 1547 of the International Brotherhood of Electrical Workers (IBEW) enter into this agreement to resolve O&E Grievance 2010-003 and an Outside Plant issue that arose during the processing of the grievance.

CEA and IBEW agree:

- 1) When a Construction and Maintenance Helper is needed to assist with CEA's internal building construction activities, CEA will use the appropriate contractual process to hire a Construction and Maintenance Helper (including short calls to the IBEW Hall) rather than use a Courier or Senior Courier from the O&E CBA Agreement.
- 2) The parties also agree that the Courier and the Senior Courier may remove snow from sidewalks and entryways and assist with moving furniture. When assisting with moving furniture or any duty that requires the use of a forklift, the Courier or Senior Courier will receive upgrade pay equivalent to the current Maintenance Man wage described in the outside CBA. These changes will be documented in the revised and signed job description.
- 3) The IBEW will withdraw grievance CEA O&E 2010-003.



Julius Mattheu
Business Representative, IBEW

4-18-17
Date



Tyler Andrews
VP, Member & Employee Services Division

4/18/2017
Date

**POLICY STATEMENT
STORM AND CALLOUT RESPONSE**

THE FOLLOWING IS A MANAGEMENT POLICY IMPLEMENTED TO AVOID POTENTIAL DISPUTES ABOUT EMERGENCY EVENT MANAGEMENT DECISIONS RELATING TO BARGAINING UNIT PERSONNEL. THIS POLICY DOES NOT AND WILL NOT SET PRECEDENT AND IS NOT AN AGREEMENT THAT SUPERCEDES OR MODIFIES THE COLLECTIVE BARGAINING AGREEMENT.

- 1. The callout procedure and system will be utilized for all response to trouble calls as is the current practice.
- 2. The callout procedure and system will be utilized to fill unscheduled absences on the extra shifts during the week including the following:
 - a. Swing Shift Loop Wagon
 - b. Midnight Shift Loop Wagon
 - c. Tuesday thru Saturday Loop Wagon

Scheduled absences will be filled by bidding a Temporary Position.

- 3. The callout procedure and system will be utilized to call every available employee to work in response to a major event or other emergency as defined in the Emergency Resource Plan (ERP) dated October 1999 where Chugach needs all available line personnel on duty. Operations personnel not on the callout list may be contacted as well.
- 4. When a storm or emergency event is of a magnitude that will require the assistance of contractor crews and/or round-the-clock operation, the supervisors managing the workforce will make every reasonable effort to follow these guidelines:
 - a. All available Chugach personnel will be called in to work in accordance with ERP paragraph 101 as needed.
 - b. If it is determined that the emergency will be of short duration, (less than 30 hours) Chugach personnel may be requested to work through the entire event as needed. As the emergency winds down, crews will be sent home after they complete the last call issued to them by Dispatch. Contractor crews will be sent home first.
 - i. Exception: No crew, neither Chugach or Contractor, will be sent home in the middle of completing a work assignment or project to restore service or make an area safe for Chugach personnel or the public.
 - c. When it is anticipated that the emergency event will be of undetermined duration based on obvious conditions, management estimates or predictions of various governmental agencies, the following will apply:
 - i. Managers shall implement scheduled work and rest periods based on a schedule of 16 hours on-duty and 8 hours of straight time paid rest to ensure that there is 24-hour presence. Scheduling will be done to optimize utilization of daylight hours.
 - ii. Crew rotations shall begin with those who have been on the clock the longest.

- iii. Shift rotation shall apply to contractor crews in the same manner as Chugach personnel. Crews called in first shall be rotated out to rest first.
- iv. There is no requirement that any or all Contractor Crews be sent home prior to ordering Chugach personnel to go off duty for rest.
- v. As the emergency event begins to wind down, Contractor crews shall be released first as they complete their assignments.
- vi. When we are able to return to "Normal Operations", crews working outside their normal shift or normal duty shall be released, rested, and then resume their regular assigned duties as soon as possible.

5. Contractor escort personnel from Chugach will rotate on the same basis as the crew they are working with.

These policies may be modified if it is determined that following them will prolong or delay response to an emergency event or reduce the efficiency of the emergency operations. The Shop Steward will be consulted about the decision to suspend or modify this policy.

Policy Review and Concurrence by: *Hap Anderson* 5/19/17
 Hap Anderson, Shop Steward Dated

Policy Review and Concurrence by: *Brian Hickey* 5-19-17
 Brian Hickey, Senior VP, System Operations Dated

Letter of Grievance Resolution
by and between
Chugach Electric Association, Inc.
and
International Brotherhood of Electrical Workers, Local 1547
Outside Collective Bargaining Agreement

Re: Grievance No. CEA/OS 2017-01 (Travel Pay)

This letter of grievance resolution ("Agreement") is made and entered into by and between Chugach Electric Association, Inc. ("CEA") and the International Brotherhood of Electrical Workers, Local 1547 ("IBEW") in order to resolve Grievance No. CEA/OS 2017-01 (Travel Pay).

IBEW and CEA agree to resolve Grievance No. CEA/OS 2017-01 (Travel Pay) as follows:

1. CEA agrees to pay Keoni Wells \$2,727.54 less applicable taxes, union working assessments, and other withholdings within two weeks of the signing of this agreement.
2. Effective immediately upon the signing of this agreement, the following will apply to all out-of-state travel for work or training:

Compensation for Out of State Work or Training

As used in this agreement, out-of-state training means schooling, seminars, or conferences outside the state of Alaska. Out-of-state work includes but is not limited to equipment procurement, evaluation visits, and acceptance testing outside the state of Alaska for the purpose of evaluating tools, equipment, procedures, hardware or software.

A. Rules that apply to both Out-of-State Work and Out-of-State Training

Attendance by a member of the bargaining unit at out-of-state work or training shall be voluntary. Employer agrees to provide as much notice as possible relative to scheduling out of state travel.

Employer agrees to schedule travel so that employees will have adequate rest before the work/Training is scheduled to begin; for purposes of this provision "adequate rest" means scheduling travel so that the employee is scheduled to arrive at the employee's designated lodging for the work/Training at least ten (10) hours before work/Training is to commence. If the employee does not arrive at the designated lodging at least ten (10) hours before work/Training is to commence, employee shall be paid at his regular straight time rate for any lost rest time up to a maximum of ten (10) hours to compensate for the "inadequate rest". Eg. Employee scheduled for training beginning 10:00 a.m. Monday and arrives at lodging at 2:00 a.m. Monday is entitled to two (2) hours at his regular straight time rate for lost rest time. Employer also agrees to schedule return travel so that employees will have adequate rest prior to resuming work, which means scheduling travel so that the employee is scheduled to arrive at the employee's home at least ten (10) hours

before their next work shift is scheduled to commence. If an employee is stranded anywhere as the result of work/Training, Employer will pay any additional food and lodging expenses. If the employee does not arrive back at his or her home at least ten hours prior to their shift, the terms of 5.2.8 (Relief) will apply.

If Employer schedules work/Training which conflicts with an employee's previously approved leave, employee desires to attend the work/Training and Employer wants employee to attend the work/Training, then Employer shall reimburse the employee for all costs associated with the cancellation of leave. To allow the Employer to make an informed decision as to whether it desires an employee to cancel previously approved leave for out-of-state work/Training, prior to the Employer requesting an employee to cancel the leave the employee will provide the Employer with an itemized list of the costs the employee would incur if the previously approved leave is cancelled.

Employees will be paid for travel consistent with 29 CFR 785.39:

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly worktime when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday the travel time during these hours is worktime on Saturday and Sunday as well as on the other days. Regular meal period time is not counted. As an enforcement policy the Divisions will not consider as worktime that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Any overtime will be paid at the rate provided in the collective bargaining agreement. For example, if an employee travels during regular work hours on the sixth (6th) or seventh (7th) day of the employee's workweek, the employee will be compensated at double time rates for all travel time that occurs during the employee's regular work hours.

For purposes of this provision, travel time will start when the employee leaves his or her home and end when the employee arrives at his or her hotel, lodging, or the work/training location. On the return trip, travel time will start when the employee leaves his or her hotel, lodging or the work/training location and end when the employee arrives at his or her home.

Employer will arrange and pay for all lodging and air and ground transportation to and from Training. Employer will pay for the reasonable costs of ground transportation to and from the Training location utilizing limousine or taxi service, whichever may be more economical. Rental cars must be pre-authorized by the appropriate Department Manager or designee. Movies, telephone charges that are not related to the Employer's business,

liquor or other personal or entertainment expenses will not be paid by the Employer. Employer may, upon request, provide an advance to cover reasonable expenses. Employees will submit all receipts and report expenses on a form provided by Employer.

B. Rules for Out-of-State Training

An employee will be paid based on the employee's hourly daytime wage rate for time spent in Training sessions; however, an employee shall not lose regularly scheduled pay during any pay period as a result of attending Training. Regardless of the employee's previously assigned shift or work day or work schedule, an employee's normal schedule when assigned to Training shall be an eight (8) hour work day and a Monday through Friday work schedule. Employer shall not incur overtime or pay employee any premium arising from a change in shift schedule due to attendance at Training. Unless authorized by Employer, the employee shall not work more than eight (8) hours per day and shall not be paid overtime for attendance at such activities.

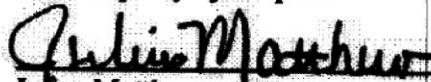
C. Rules for Out-of-State Work

An employee performing work out of state will be paid a minimum of ten (10) hours a day.

3. Upon the receipt of the payment in paragraph 1, IBEW will withdraw Grievance No. CEA/VOS 2017-01 (Travel Pay).
4. Any fees of the arbitrator shall be borne equally by the parties.

3-7-19
Date

3/12/2019
Date


Julius Matthew,
Business Representative, IBEW


Tyler Andrews,
VP, Human Resources, CEA

APPENDIX C

Chief Steward

Chief Shop Steward:

The Parties recognize that timely resolution of disputes is key for a successful transition and is key to the well-being of employees; therefore, the Parties agree that there will be one chief shop steward appointed by the Union to represent bargaining unit employees in the Outside, Office and Engineering, and the Generation Collective Bargaining Agreements. The following provisions shall apply to the chief shop steward:

- a. Chugach recognizes that the Business Manager of IBEW Local 1547 retains the right to appoint and dismiss all shop stewards in accordance with the Union rules and regulations. While the Business manager will make the ultimate decision on who to appoint as the Chief Shop Steward, he will consider relevant work experience with Chugach or the former ML&P in making the decision. There will be one full-time non-working Chief Shop Steward. Chugach recognizes the shop stewards as the duly-appointed Union representatives of the employees. The Union will notify Chugach as to the identity of all shop stewards. All shop stewards shall make every effort in cooperation with Chugach's Vice President of Member and Employee Services or duly-authorized representative to correct violations and infractions of this Agreement by either covered employees or management personnel. The duly-authorized assistant shop stewards, upon request made to their immediate supervisors, shall be given reasonable amounts of time during working hours and without loss of pay, to handle all work-related Union business pertaining to their areas of appointment, including but not limited to grievances and arbitration hearings, and shall keep both Chugach and the Union informed as to their whereabouts. Chugach may require shop stewards to record time spent on union business during working hours on the steward's time card.

- b. No shop steward shall be terminated for any cause until the CEO of Chugach and Business Manager of the Union have completed an investigation into the alleged cause for termination and determined there has been just cause. Investigations into the alleged cause for termination shall not last longer than fifteen (15) work days in cases not involving a reduction in force, and 48 hours in cases involving reduction in force. Investigation timelines may only be extended by written mutual agreement of the parties.
- c. The bargaining unit member appointed to the Chief Shop Steward position shall perform the function of full-time steward at the top craft pay rate of foreman. Chugach shall pay all wages and benefits for the Chief Shop Steward. The bargaining unit member-appointed to the Chief Shop Steward position shall be a full-time FLSA exempt position. The parties agree to verify the FLSA status of the Chief Shop Steward position. If the Chief Shop Steward position is determined to be overtime eligible, the parties agree to negotiate a remedy by adjusting hours to be worked, duties, or cost allocation between the parties. The Chief Shop Steward may be assigned administrative, research, and program duties (excluding Chugach's Labor Relations) within the Member and Employee Services Division, consistent with his or her knowledge, skills, and abilities.
- d. The Chief Shop Steward will normally observe the standard work week of Monday through Friday. The Chief Shop Steward shall be subject to all terms and conditions of the Agreement, except the provisions that pertain to an hourly employee such as, but not limited to, overtime, call-out, ten-hour breaks, pay premiums, and additional meal period provisions. Retirement, money purchase, hardship and benevolent fund, and any other similar contributions will be based on a 40-hour work week.
- e. The Chief Shop Steward shall be given reasonable notice by Chugach prior to the time any committee meeting defined by the Chugach CBAs. With advanced notice the Chief Shop Steward may schedule meetings of employees or stewards during work hours only as authorized by the Vice President of Member and Employees Services.

- f. The Chief Shop Steward shall be afforded private office space and issued Chugach provided cell phones. The cost of such items shall be paid by Chugach.
- g. The Chief Shop Steward shall retain his or her regular employment status and continue to accrue all benefits. Additionally, the Chief Shop Steward may return to his or her former regular positions or similar positions within the same classification and rate of pay following a fifteen (15) calendar day advance written notification to the Union and Chugach. This shall not limit the ability of the Chief Shop Steward to bid in accordance with other provisions of this Agreement. The Chief Shop Steward will be the last employee laid off within the work unit provided he or she is qualified to perform the remaining work.

The full-time Chief Shop Steward shall continue to receive chief steward premium pay when he or she is on paid leave.

APPENDIX D

Transition Agreement

Transition Agreement
by and between
Chugach Electric Association, Inc. (Chugach)
and

International Brotherhood of Electrical Workers, Local 1547 (IBEW)
Representing the Outside Plant Personnel (OSP) Bargaining Unit, Generation Personnel
(GEN) Bargaining Unit, Office and Engineering (O&E) Bargaining Unit, and the
Municipal Light and Power (ML&P) Bargaining Unit

Background:

Chugach Electric (Chugach) is intending to buy Municipal Light and Power (ML&P) from the Municipality of Anchorage in a directed sale. This Transition Agreement is contingent on and, with the exception of the no layoff section, will ultimately only take effect at 12:01 a.m. on the date (the Effective Date) of the closing of the sale of ML&P to Chugach (projected to be no earlier than September 2019). The parties (Chugach and IBEW) reached this Agreement through interest based bargaining in consideration of the limited duration of available bargaining time and the desire to consider the needs of employees, members/rate payers, and the sustainability of Chugach and the Anchorage community.

Purpose:

This Agreement will transfer ML&P Bargaining Unit classifications into one of the three existing Chugach bargaining units as specifically agreed by the parties. This Transition Agreement details the efforts of both parties to limit the impact to ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units. All employees (employed in represented positions) hired after the Effective Date will be hired under the Chugach CBAs. Additionally, this Agreement will only modify the Chugach bargaining unit agreements (Chugach CBAs) as specifically stated herein and it is the desire of the parties to leave the Chugach CBAs and their attached letters of agreement, practices, and grievance resolutions undisturbed, except as otherwise specifically agreed by the parties in writing.

Incorporation by Reference:

Chugach and IBEW agree that the terms of the current Chugach CBAs between the parties which are scheduled to expire on June 30, 2021, including all Letters of Agreement, Letters of Understanding and/or Grievance Resolutions shall continue in full force and effect through and including 11:59 p.m. June 30, 2025, except where modified, added to or deleted by agreement of the parties in writing. The parties agree that this Transition Agreement is contingent upon the parties ratifying (IBEW) and approving (Chugach Board of Directors) the extended terms of the current Chugach CBAs prior to the closing date of the sale of ML&P to Chugach. The parties agree that in no case will the terms of any CBAs ultimately agreed to by the parties be less overall than the terms contained in this transition agreement. If either party fails to ratify the Collective Bargaining Agreements, this transition agreement will serve as the baseline for further Collective Bargaining Negotiations.

Duration:

The parties agree that the Chugach CBAs and the ML&P CBA will continue in full force and effect through the sale closing date for the sale of ML&P to Chugach. As of the Effective Date of this Transition Agreement (date of closing), the newly agreed-upon Chugach CBAs will go into effect and will remain in effect through June 30, 2025.

No Layoff:

The parties recognize that job security is an important factor in limiting the impact to ML&P employees transferred into the incumbent Chugach Bargaining Units. Accordingly, no bargaining unit employees will be laid off from the signing of this Transition Agreement through June 30, 2025. The layoff protection described in this section applies to all Bargaining Unit members (transferred ML&P employees, existing Chugach bargaining unit members, and those employees newly hired into the Chugach Bargaining Units). This "No Layoff" section will take effect with the signing of this agreement and shall not expire until the end of this Transition Agreement on June 30, 2025. The parties recognize that IBEW is responsible for securing a "No Layoff" agreement with ML&P on behalf of current ML&P bargaining unit members from the signing of this agreement through the closing date of the sale.

Attrition Cap:

The parties recognize that managing the size of the workforce is critical to the sustainability of Chugach and both parties have a strong desire to ensure that the work of employees is productive, necessary, and meaningful to the employee. The parties agree that attrition will be limited to 10% for the first twelve months after the closing of the sale. During the remaining years of this Transition Agreement, attrition will be limited to a maximum 5% per year across the combined Chugach Bargaining Units, based on employee counts on date of sale and anniversaries thereof. Chugach shall notify IBEW within 30 days of the decision to leave a position unfilled.

Health and Welfare:

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will participate in the health and welfare programs provided under the Chugach CBAs. Chugach will not participate in or otherwise continue coverage through the former ML&P plan(s).

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will continue to pay their then current employee share of their health and welfare premium. Effective April 1, 2020 ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will pay two percent (2.00%) of the monthly per employee premium charged to Chugach by the health trust. Premium participation for these employees will increase by two percent (2.00%) every April 1st of this agreement until the employee premium participation reaches ten percent (10.00%) on April 1, 2024. Employee contributions will not exceed 10% of H&W premium for the duration of this Agreement.

Effective April 1, 2021, Chugach bargaining unit members (with the exception of those transferred from ML&P) will have a fixed premium participation amount not to exceed ten percent (10.00%) of the monthly per employee premium charged to Chugach by the health trust.

No reduction in Wage Rates For Transferred ML&P Employees:

The parties recognize maintaining the existing wage rates of individual ML&P employees transferred into the Chugach Bargaining Units is critical to a successful integration into the Chugach organization. Therefore:

1. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will retain their then current wage rate including boiler premium, longevity pay, service recognition pay, or performance step pay (the factored rate) or move to the Chugach base pay rate for their agreed to classification, whichever is higher. All employees (employed in represented positions) hired after the Effective Date will be hired under the Chugach CBAs.
2. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will be eligible for any wage rate increase agreed to by the parties under the existing Chugach CBAs, with the following exceptions:
 - Effective, January 1, 2020, the base wage rates for the former ML&P employees shall increase one half percent (.5%) and a retroactive payment for the time period of July 1, 2019 through December 31, 2019 will be paid no later than February 1, 2020 based on a method agreed to by the parties.
 - Effective, July 1, 2020, the base wage rates for the former ML&P employees shall increase five percent (5%).
3. Chugach agrees to achieve base wage rate parity, by July 1, 2020, between current Chugach classifications in the Outside Plant, GEN, and O&E Agreements and former ML&P classifications that will belong to the Outside Plant, GEN, and O&E Bargaining Units. Parity will be achieved by increasing the base rates of the classifications that are lower, to meet the higher base rate. The parties recognize that in most cases under the Chugach Office and Engineering Agreement and under the Chugach Generation agreement the former ML&P employees will be moving to higher Chugach base wage rates.
4. Wage rate increases agreed to by the parties under the existing Chugach CBAs, including the Future Wage Increases enumerated below shall be applied to the former ML&P employee's base rate as of the effective date exclusive of any boiler premium, longevity pay, service recognition pay, or performance step pay. Longevity pay, service recognition pay, or performance step pay percentages will be frozen at the percentage in place for each employee as of the Effective Date.

Future Wage Increases, for all Bargaining Unit Members:

The parties recognize that stability is key for a successful transition and key to the wellbeing of employees. In recognition of the extension in duration of the Chugach CBAs the parties agree to the following future wage increases.

- Effective July 1, 2018, the base wage rates for all OSP, GEN, and O&E classifications shall increase by the Anchorage CPI-U at no less than two percent (2.0%) and at no more than two and one half percent (2.5%).
- Effective July 1, 2019, the base wage rates for all OSP, GEN, and O&E classifications (exclusive of former ML&P employees) shall increase by the Anchorage CPI-U at no less than two percent (2.0%) and at no more than two and one half percent (2.5%).

- Effective July 1, 2020, the base wage rates for all OSP, GEN, and O&E classifications (exclusive of former ML&P employees) shall increase by five percent (5%).

The parties agree that the following percentage wage increases will apply to all Chugach OSP and GEN bargaining unit members, including former ML&P employees employed in these units:

- Effective July 1, 2021, the base wage rates for all OSP and GEN classifications shall increase by two percent (2%).
- Effective July 1, 2022, the base wage rates for all OSP and GEN classifications exclusive of IS shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3.0%).
- Effective July 1, 2023, the base wage rates for all OSP and GEN classifications exclusive of IS shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three percent (3.0%).
- Effective July 1, 2024, the base wage rates for all OSP and GEN classifications shall increase by the Anchorage CPI-U at no less than two percent (2%) and at no more than three and three tenths percent (3.3.0%).
- Effective July 1, 2022 and 2023, the base wage rates for IS GEN classifications shall increase by two and one half percent (2.5%).

To make progress toward pension parity Chugach must attempt to balance wage rate and pension rate increase for the O&E Bargaining Unit. The parties agree that the following percentage wage increases will apply to all Chugach O&E bargaining unit members:

- Starting with July 1, 2021 and each July 1 through 2023, the base wage rates for all classifications shall increase by two percent (2%).
- Starting with July 1, 2024 the base wage rates for all classifications shall increase by two and one half percent (2.5%).

Pension:

ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will participate in the pension programs provided under the Chugach CBAs. Chugach will not participate in or otherwise continue coverage through the former ML&P plan(s). Specifically, Chugach will not participate in, contribute to, or take over any obligation from the State of Alaska Public Employees Retirement System.

Pension Contribution Rate: ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will retain their current pension contribution rate. ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will be eligible for pension rate increases agreed to by the parties under the existing Chugach CBAs with the following exceptions:

- The July 1, 2019, pension rate increase shall not apply to any former ML&P employees.
- Effective, July 1, 2020, the pension rate for all former ML&P employees shall increase by sixty-eight cents (\$.68).

O&E Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the O&E bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the O&E Bargaining Unit and those newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the O&E Bargaining Unit and those newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current Chugach members of the O&E Bargaining Unit and those employees newly hired into the O&E Bargaining Unit (exclusive of former ML&P employees) shall increase by seventy cents (\$0.70) per hour.

OSP Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the OSP bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the OSP Bargaining Unit and those newly hired into the OSP Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the OSP Bargaining Unit and those newly hired into the OSP Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement:
 - The pension contribution rate for former ML&P employees in the Outside Bargaining Unit shall increase by thirty-two cents (\$0.32) per hour.
 - The pension contribution rate for all other members of the Chugach Outside bargaining unit shall increase by ten cents (\$0.10) per hour.

GEN Pension Contribution Rate Increase:

- Effective July 1, 2018, Chugach shall increase the pension contribution rate by twenty-five cents (\$0.25) per hour for all employees in the GEN bargaining unit.
- Effective July 1, 2019, Chugach shall increase the pension contribution rate for all then-current members of the GEN Bargaining Unit and those newly hired into the GEN Bargaining Unit (exclusive of former ML&P employees) by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2020, Chugach shall increase the pension contribution rate for all then-current members of the GEN Bargaining Unit and those newly hired into the GEN Bargaining Unit (exclusive of former ML&P employees) by eighty-eight cents (\$0.88) per hour.

- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current members of the Chugach Generation bargaining unit (exclusive of former ML&P & IS employees) shall increase by twenty-five cents (\$0.25) per hour.
- Effective July 1, 2021, and every July 1 through the duration of this Transition Agreement, the pension contribution rate for all then current members of the Chugach IS Generation bargaining unit and former ML&P IS bargaining unit employees shall increase by forty-five cents (\$0.45) per hour.

Wage and Benefit Parity: All bargaining unit employees will achieve base wage parity (by classification), pension parity (by bargaining unit) and H&W parity (by bargaining unit) by moving the employee to the higher base wage, pension, and/or employer H&W contribution rate by June 30, 2025. The parties will determine such rates no later than December 31, 2024. The only exception to this section is Engineers temporarily performing non-represented work (those identified below with a Replacement Status of Non-Rep). Parity will not need to be reached for these employees because they will be performing non-represented work. For the purpose of facilitating pension parity and relieving administrative burden the parties agree that the Pension Reallocation provisions of the OSP, GEN, and O&E collective bargaining agreements will be suspended throughout the duration of this Transition Agreement. Additionally, the parties agree that "Movement of Monies" (reallocation of wage increases and adjustments to pension contributions, by bargaining unit), will be suspended for the duration of this Transition Agreement.

Money Purchase Plan: ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units will continue to be eligible to participate in the Money Purchase Plan. Chugach agrees to make contributions equal to 1.9% of each employee's gross wages to the Alaska Electrical Workers Money Purchase Plan (Annuity Plan). Employees may also voluntarily contribute to the Alaska Electrical Workers Money Purchase Plan upon presentation of a properly signed authorization form to the employer. Chugach agrees to withhold and forward voluntary contributions authorized by an employee. This authorization for deduction may be discontinued at any time by the employee, but there must be a three (3) month waiting period prior to reinstatement of the deduction.

Effective the July 1, 2020 or effective date of sale whichever is later all CEA Outside Plant and Generation employees will receive the money purchase plan contributions as stated above.

ML&P Employee Leave:

The Parties agree that transferred ML&P employees will maintain any accrued leave (i.e. annual leave, cashable sick leave, non-cashable leave, etc.) and that their leave balances will be assumed by Chugach after the sale.

Classification - Mutually Agreed Bargaining Unit Exclusions/Inclusions:

Information Services: The parties agree that current ML&P Information Services positions with supervisory duties will not be included in the Chugach Bargaining unit agreements. The

parties recognize that Information Services positions are currently non-represented classifications at ML&P but represented classifications at Chugach.

The positions listed below with an Effective Date Status of GEN shall be considered positions represented by IBEW (regardless of their terms and conditions of employment, including any leaseback arrangement), unless otherwise negotiated by the parties. However, in no case will non-represented employees perform duties or job functions that have been traditionally performed by Chugach bargaining unit employees. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by these positions.

The job classifications identified below as TBD will be resolved through the classification committee process before closing of the sale.

ML&P (System Admin)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Administrative Officer	21786	NON-REP
Application Services Supvr.	61439	NON-REP
Application Services Supvr.	29536	NON-REP
Utility Division Mgr. II	62848	NON-REP

ML&P (System Network Services)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Info Center Consultant I	32697	GEN
Network Analyst	27730	GEN
Network Technician III	63215	GEN
Systems Analyst	62745	GEN

ML&P (System Programmers)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Systems Programmer II	24219	GEN
Data Base Administrator II	29504	GEN
Data Base Administrator II	24366	GEN
Info Center Consultant II	32707	GEN
Senior Admin Officer	63125	NON-REP
Systems Analyst	29641	GEN
Systems Analyst	27354	GEN
Systems Analyst	32696	GEN
Systems Analyst	24332	GEN
Systems Analyst Supvr.	27407	NON-REP
Info Center Consultant II	26298	GEN

ML&P (SCADA)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>
Network Analyst	29064	TBD
Senior Systems Analyst	63016	TBD
Systems Analyst	63372	TBD
Systems Analyst	63440	TBD
Info Center Consultant II (SCADA)	27947	TBD

Engineering: The parties agree that supervisory Engineering positions with supervisory duties will not be included in the Chugach Bargaining unit agreements (see list below).

The parties recognize that some ML&P Engineering positions are (see list below) in represented classifications with duties similar to those in Chugach non-represented positions. The parties agree that the ML&P Engineering Positions will be placed in the Office and Engineering Bargaining Unit performing duties equivalent to Chugach Office and Engineering Bargaining Unit positions. Tasks not covered by current Chugach Office and Engineering Bargaining Unit classifications will be Chugach non-represented. The Employees in positions with a Replacement Status of Non-Rep. will be considered as bargaining unit employees temporarily performing non-represented work until the employee separates employment consistent with the terms of the Chugach O&E CBA and Chugach's policies and procedures. Once separated Chugach shall be free to refill the position with a non-represented employee or not at all.

Engineers in Training in the ML&P Customer Engineering Unit will be classified as Chugach Designers with their grade level to be determined by classification committee. They will perform bargaining unit work consistent with the existing Chugach classifications.

ML&P Engineering (Project Management)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Utility Division Mgr. II	63183	Non-Rep.	Non-Rep

ML&P Engineering (Customer Engineering)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Engineer in Training	60561	O&E	O&E
Engineer in Training	63225	O&E	O&E
Engineer in Training	61372	O&E	O&E
Engineer in Training	63256	O&E	O&E
Service Design & Extension Coord.	60374	O&E	O&E

ML&P Engineering (Engineer Support)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
CPR Engineer	30612	O&E	O&E
CPR Senior Clerk	60069	O&E	O&E
Engineering Asst III	63558	O&E	O&E
Engineering Asst III	62364	O&E	O&E
Engineering Asst III	62486	O&E	O&E
Engineering Asst III	63135	O&E	O&E
Engineering Asst III	27779	O&E	O&E
Engineering Asst III	62774	O&E	O&E
Engineering Asst V	63453	O&E	O&E

ML&P Engineering (Line Design)

<u>Position Description</u>	<u>EE ID</u>	<u>Effective Date Status</u>	<u>Replacement Status</u>
Associate Engineer	22095	O&E	Non-Rep.
Associate Engineer w/PE	62910	O&E	Non-Rep.
Engineer In Training	30234	O&E	O&E
Senior Engineer w/PE	60560	O&E	Non-Rep.
Superintendent	28409	Non-Rep.	Non-Rep.

ML&P Engineering (Station Design)

Position Description	EE ID	Effective Date Status	Replacement Status
Engineer in Training	62570	O&E	O&E
Engineer in Training	28570	O&E	O&E
Light & Power Engineer	63196	Non-Rep.	Non-Rep.
Senior Engineer w/PE	60576	O&E	Non-Rep.
Senior Engineer w/PE	29928	O&E	Non-Rep.
Senior Engineer w/PE	21625	O&E	Non-Rep.

ML&P Generation (Admin1)

Position Description	EE ID	Effective Date Status	Replacement Status
Associate Engineer w/PE	28908	O&E	Non-Rep.
Engineer in Training	62830	O&E	TBD
Senior Engineer w/PE	23998	O&E	Non-Rep.

Special Agreement Employees:

The parties recognize that there are ML&P Bargaining Unit members employed in non-represented positions via special agreements through the date of closing. The parties agree that these ML&P bargaining unit members will be offered the choice of an equivalent non-represented position with Chugach or to return to their former bargaining unit classification in the appropriate Chugach Bargaining Unit via the classification committee process.

ML&P Distribution Dispatch Classifications:

ML&P has distribution dispatch tasks that are performed by non-represented classifications. The parties agree that these ML&P employees will be added to the CEA generation bargaining unit, and distribution dispatch tasks that are similar to those performed by Chugach represented classifications shall be transferred to the Chugach Generation Bargaining Unit. ML&P distribution dispatch tasks that are not similar to Chugach Generation Bargaining Unit work will remain non-represented at Chugach. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by these ML&P Distribution Dispatch positions.

ML&P Gas Accounting Tasks:

ML&P has gas/fuel accounting tasks performed that are performed by a represented classification. The parties agree that gas/fuel accounting tasks will remain non-represented work at Chugach.

Remaining ML&P Bargaining Unit Positions:

During the period from January 23, 2018, through the closing of the sale, the parties agree to work diligently to assign existing ML&P classifications to an appropriate bargaining unit within one of the three Chugach units. The intent of this provision is to preserve represented work (to IBEW) and to preserve non-represented work (to Chugach) that is performed by the remaining positions. Duties that are represented at ML&P and do not exist at Chugach will remain represented unless the duties are supervisory in nature. Duties that are represented at ML&P and are non-represented at Chugach will generally become non-represented.

The Classification committee process in each of the Chugach CBAs will be used to assign ML&P bargaining unit positions to the appropriate Chugach classification, subject to the following process and exceptions:

The IBEW Business Manager shall appoint the two union representatives to the Classification Committee. Unless notice is provided otherwise, Dusty Menefee and Julius Matthew will serve as the union representatives to the Classification Committee. The two management representatives or two union representatives on the Classification Committee may ask any relevant ML&P or Chugach employees to attend the meetings as advisory, non-voting information resources.

In addition to determining classification, the committees will determine relevant/applicable experience within the new classification as a determination of in-class seniority. If the Committee does not agree or if there is a tie vote (on whether work is represented or non-represented, which bargaining unit should perform the work, the appropriate pay grade or in class experience/seniority) the issue will be decided by an arbitrator pursuant to the grievance and arbitration procedures in the relevant collective bargaining agreement. The arbitrator's authority shall extend only to issues whether work is represented or non-represented, which bargaining unit should perform the work, appropriate pay grade or in class experience/seniority.

Seniority:

The parties agree that, in the case of the O&E Agreement, separate seniority lists shall be maintained until O&E facilities or work groups are merged. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P facilities or work groups. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing Chugach facilities or work groups. Once the facilities or work groups are merged, seniority lists shall be merged with service at both ML&P and Chugach being considered the same, based on date of hire into the Chugach O&E or former ML&P bargaining unit.

For the GEN Agreement, separate seniority lists shall be maintained for transferred ML&P employees and all other Chugach employees. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P facilities. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions at pre-existing Chugach generation facilities. The seniority lists shall be merged no earlier than July 1, 2021, as the work groups are combined. With the seniority lists merged and the work groups combined, bargaining unit members will be eligible for overtime, call-outs, standby, and bidding consistent with the existing GEN Agreement.

The parties agree that, in the case of the Information Services positions under the Chugach GEN collective bargaining agreement, separate seniority lists shall be maintained until Information Services systems, work groups or facilities are combined. Transferred ML&P employees shall be given the first opportunity (where applicable) to work overtime, take call-outs, work standby, and bid on positions at pre-existing ML&P systems, facilities, or work groups. All other Chugach employees shall be given the first opportunity to work overtime, take call-outs, work

standby, and bid on positions at pre-existing Chugach systems, facilities, or work groups. Once the systems, facilities, or work groups are combined, seniority lists shall be merged based on date of hire into the Chugach GEN bargaining unit. Nothing in this section will preclude ML&P and Chugach Information Services employees from working together to facilitate the integration of the various information systems that support Chugach and ML&P.

For the OSP Agreement, separate seniority lists shall be maintained for transferred ML&P employees and all other Chugach employees. Transferred ML&P employees shall be given the first opportunity to work overtime, take call-outs, work standby, and bid on positions in what was previously the ML&P service area. All other Chugach employees shall be given the first opportunity to work overtime, take call outs, work standby, and bid on positions in what was previously the Chugach service area. The seniority lists shall be merged no earlier than July 1, 2021, as the work groups are combined. With the seniority lists merged and the work groups combined, bargaining unit members will be eligible for overtime, call-outs, standby, and bidding consistent with the existing OSP Agreement.

Operational Issues/Work Rules:

In recognition of the economic and other job protections afforded to ML&P employees transferred as of the Effective Date into the Chugach Bargaining Units, the parties agree that when this Transition Agreement takes effect the ML&P bargaining unit, the ML&P collective bargaining agreement (ML&P CBA), and the ML&P CBA job classifications shall cease to have any force as to Chugach. .

Following Municipality of Anchorage voter approval of an ordinance to dispose of ML&P to Chugach, Chugach will initiate a period of due diligence and operational review to confirm the details of the sale and reach a Definitive Agreement with the Municipality of Anchorage for the sale of ML&P to Chugach.

This period of due diligence and operational review is critical for Chugach's understanding of ML&P and critical to Chugach's ability to bargain with the IBEW regarding the integration of ML&P employees into the Chugach CBAs.

Following the completion of the Definitive Agreement between Chugach Electric and the Municipality of Anchorage, Chugach and IBEW will enter into bargaining to negotiate work rules appropriate to the combined operations of the utility (Chugach and the former ML&P). However, if the parties are unable to reach mutual agreement on the modified work rules, the terms of the Chugach CBAs will prevail through the term of this agreement.

Dispute Resolution Process Applicable to the Transition Agreement:

The parties recognize that disputes can arise even in the best labor management relationships and that the prompt resolution of disputes is vital to positive labor relations. The acquisition of one organization by another represents a unique circumstance in the relationship of the parties and the expeditious resolution of disputes that arise under this Transition Agreement is even more critical given the unique circumstances of the acquisition of ML&P by Chugach.

A dispute is defined as an alleged violation of the terms of this Transition Agreement.

For the purpose of this Dispute Resolution Process days means calendar days.

A claimed violation of this Transition Agreement must be noticed in writing by IBEW to Chugach within thirty (30) days of the alleged violation.

By mutual written agreement the parties may extend process timelines, hold disputes in abeyance, or stop the process to facilitate resolution.

Step One: The designated IBEW business representative for the Chugach CBAs will contact the designated executive representative of Chugach to initiate discussions regarding the alleged violation of this Transition Agreement. The parties will have fourteen (14) days to hold meetings and try to reach a mutually agreeable resolution. If the parties are unable to reach a mutual agreement to resolve the issue within fourteen (14) days; IBEW shall present a written statement of grievance to Chugach within seven (7) days after the end of the initial fourteen (14) day period.

Step Two: After the receipt of the written grievance, the parties will have fourteen (14) days to hold meetings and try to reach a mutually agreeable resolution. If the parties are unable to reach a mutual agreement to resolve the issue within fourteen (14) days; Chugach shall present a written response to the grievance to IBEW within seven (7) days after the end of the second fourteen (14) day period.

Step Three: After the receipt of the Employer's written response to the grievance, the IBEW shall have fourteen (14) days to submit, in writing, the dispute to Arbitration.

Arbitration

To ensure the prompt resolution of a dispute that arises from the application of this Transition Agreement the parties mutually agree to the following Arbitration procedure.

The parties will seek to find a mutually agreeable Arbitrator based in Alaska from a road system community. If the parties are unable to mutually agree on an Alaskan arbitrator the parties will use the following AAA process:

The Union shall submit a request to the Seattle Office of the American Arbitration Association (AAA) for a panel of eleven (11) potential arbitrators from Alaska, Washington, or Oregon. A copy of the request shall be sent to the Employer. After receipt of the panel from AAA, the parties shall select an arbitrator using the strike method. The order for striking shall be determined by the toss of the coin; the Union Representative shall toss the coin and the management representative shall call heads or tails. The arbitration hearing shall be conducted consistent with the rules established by AAA.

It is mutually understood and agreed that arbitration hearings will be conducted without unnecessary delay. Each party shall be given reasonable opportunity to be heard by its representatives, and to produce witnesses and documentary evidence and to cross-examine.

Authority of the Arbitrator:

The Arbitrator's authority shall be limited as follows:

- The Arbitrator shall consider only the particular issue or issues presented in writing by Chugach and IBEW which have been processed through the Dispute Resolution Process.
- The arbitrator shall have the power to interpret the terms of this Transition Agreement, but the arbitrator's decision shall be based solely on the existing terms of this Transition Agreement, and the arbitrator shall not have the power to add to, subtract from or modify any of the terms of the Agreement.
- The arbitrator shall have no power to establish wage rates, job classifications or fringe benefits of any kind. However, the arbitrator shall have the power to determine job grades pursuant to an appeal from the classification committee.
- The arbitrator shall designate the losing party and the losing party shall pay the arbitrator's fees, expenses, and costs of arbitration. If neither party is designated the losing party, the arbitrator shall split, between the parties the fees, expenses, and costs of arbitration.

Although no formal rules of evidence are contemplated by this Transition Agreement, the arbitrator shall determine the admissibility of evidence, admissibility being principally a matter of relevancy, materiality and the avoidance of undue repetition. Each of the parties hereto agrees to produce all books, records and documents or other materials, or certified copies thereof, which, in the opinion of the arbitrator, are relevant to the issues of the grievance. The parties will first seek to resolve claims of confidentiality or privilege by mutual agreement. Failing mutual agreement, the arbitrator will resolve any claims of confidentiality or privilege related to information requests from either party.

The judgment of the Arbitrator shall be final and conclusive on Chugach and IBEW. The parties further agree that, from the time Chugach first was notified of the grievance until it is ultimately resolved, including the entry of the judgment of the Arbitrator when the grievance has been submitted to arbitration, the subject of the controversy will remain status quo as of the time the grievance was first noticed.

Appeal of the Arbitrator's Award:

Should there be an appeal of the Arbitrator's award; the appeal shall be subject to the process for judicial review of arbitration awards arising out of collective bargaining agreements between unions and employees governed by Section 301 of the Labor Management Relations Act (LMRA) and the federal common law governing review of arbitration awards in labor cases.

ML&P CDL Holders: The Parties agree that Chugach will pay the cost of any transferred ML&P employee's physical exam in order to renew or maintain his or her CDL within 90 days, prior to the closing of the sale, consistent with existing Chugach policies, practices, and agreements.

This Transition Agreement shall expire on June 30, 2025.

AGREED:



For IBEW:
David Reaves,
Business Manager

11-19-18

Date



For Chugach:
Lee Thibert,
Chief Executive Officer

11/19/18

Date

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CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
Certification Pursuant to 18 U.S.C. Section 1350 (Adopted Pursuant to Section 302
of the Sarbanes-Oxley Act of 2002)

I, Lee D. Thibert, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Chugach Electric Association, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Chugach as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the third fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2020

By: 

Lee D. Thibert
Chief Executive Officer
Principal Executive Officer

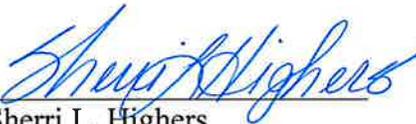
CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
Certification Pursuant to 18 U.S.C. Section 1350 (Adopted Pursuant to Section 302 of
the Sarbanes-Oxley Act of 2002)

I, Sherri L. Highers, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Chugach Electric Association, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Chugach as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's third fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing similar functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2020

By: 
Sherri L. Highers
Chief Financial Officer
Principal Financial Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
Certification Pursuant to 18 U.S.C. Section 1350 (Adopted Pursuant to Section 906
of the Sarbanes-Oxley Act of 2002)

In connection with the quarterly report on Form 10-Q of Chugach Electric Association, Inc. (the "Company") for the quarter ended September 30, 2020, as filed with the Securities and Exchange Commission (the "Report"), I, Lee D. Thibert, Chief Executive Officer and Principal Executive Officer of the Company, hereby certify as the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: November 13, 2020

By: _____



Lee D. Thibert
Chief Executive Officer
Principal Executive Officer

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
Certification Pursuant to 18 U.S.C. Section 1350 (Adopted Pursuant to Section 906
of the Sarbanes-Oxley Act of 2002)

In connection with the quarterly report on Form 10-Q of Chugach Electric Association, Inc. (the "Company") for the quarter ended September 30, 2020, as filed with the Securities and Exchange Commission (the "Report"), I, Sherri L. Highers, Chief Financial Officer and Principal Financial Officer of the Company, hereby certify as the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: November 13, 2020

By:



Sherri L. Highers
Chief Financial Officer
Principal Financial Officer