

RESOLUTION NO. 18-007

RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA AUTHORIZING AND APPROVING ENTRY INTO A REVOLVING CREDIT AGREEMENT AND RELATED AGREEMENTS WITH RIVER CITY BANK, AND DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AND DELIVER THE SAME.

THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance") was formed on June 27, 2017 under the provisions of the Joint Exercise Powers Act of the State of California, Government Code section 6500 *et seq.*;

WHEREAS, Clean Power Alliance is duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California, is duly authorized to transact business, having obtained all necessary filings, governmental licenses and approvals in the State of California, and has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage;

WHEREAS, in addition to its loan from the County of Los Angeles, Clean Power Alliance needs to borrow additional funds for working capital to procure energy and for other business purposes;

WHEREAS, River City Bank ("Lender") has been selected to provide such working capital pursuant to the terms of a revolving credit agreement and certain ancillary agreements; and

WHEREAS, the Board wishes to authorize and approve entry into such agreements by Clean Power Alliance and to authorize the Executive Director to execute and deliver such agreements on behalf of Clean Power Alliance in substantially the forms presented to this Board, with such modifications as the Executive Director shall approve as in the best interest of Clean Power Alliance.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that Clean Power Alliance is authorized to borrow funds and authorize advances, letters of credit and other lending accommodations from time to time from Lender, on such terms as may be agreed upon between Clean Power Alliance and Lender, such sum or sums of money as in its judgment should be borrowed, in an aggregate amount outstanding at any one time not to exceed \$31,000,000. Without limiting the generality of the foregoing, the Credit Agreement with the Lender in substantially the form presented to this meeting (the

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“Credit Agreement”) is hereby approved and each of the Executive Director and the Chair of the Board (the “Authorized Officers”), acting alone, is hereby authorized and directed to enter into, execute and deliver, in the name and on behalf of Clean Power Alliance, the Credit Agreement with such modifications thereto as the Authorized Officer shall approve as in the best interest of Clean Power Alliance, such approval to be conclusively evidenced by the Authorized Officer’s execution and delivery thereof;

IT IS HEREBY FURTHER DETERMINED AND ORDERED that in connection with the Credit Agreement, each Authorized Officer is authorized to execute and deliver to Lender any loan agreement, promissory note or notes, letter of credit applications, requests, or other evidence of Clean Power Alliance’s credit accommodations, in form and substance acceptable to Lender, at such rates of interest, not to exceed the maximum rate allowed by law, and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of Clean Power Alliance’s indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations. Without limiting the generality of the foregoing, each of the Authorized Officers, acting alone, is authorized and directed to execute and deliver, in the name and on behalf of Clean Power Alliance, Promissory Notes to the Lender in substantially the forms attached as exhibits to the Credit Agreement presented to this meeting (the “Promissory Notes”), with such modifications thereto as the Authorized Officer shall approve as in the best interest of Clean Power Alliance, such approval to be conclusively evidenced by the Authorized Officer’s execution and delivery thereof;

IT IS HEREBY FURTHER DETERMINED AND ORDERED that in connection with the Credit Agreement and the Promissory Notes, Clean Power Alliance is authorized to pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender property now or hereafter belonging to Clean Power Alliance or in which Clean Power Alliance now or hereafter may have an interest, including without limitation all of Clean Power Alliance’s personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of Clean Power Alliance to Lender at any time owing, however the same may be evidenced. Such property may be pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered;

IT IS HEREBY FURTHER DETERMINED AND ORDERED that in connection with the Credit Agreement and the Promissory Notes, Clean Power Alliance is authorized to execute and deliver to Lender any assignment agreements, pledge agreements,

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mortgages, deeds of trust, security agreements, financing statements and other documents which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Without limiting the generality of the foregoing, each of the Authorized Officers, acting alone, is authorized and directed to execute and deliver, in the name and on behalf of Clean Power Alliance, an Assignment of Deposit Accounts to the Lender in substantially the form attached as an exhibit to the Credit Agreement presented to this meeting, with such modifications thereto as the Authorized Officer shall approve as in the best interest of Clean Power Alliance, such approval to be conclusively evidenced by the Authorized Officer's execution and delivery thereof;

IT IS HEREBY FURTHER DETERMINED AND ORDERED that in connection with the Credit Agreement and the Promissory Notes, each of the Authorized Officers, acting alone, is authorized to draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to Clean Power Alliance or in which Clean Power Alliance may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to Clean Power Alliance's account with Lender, or to cause such other disposition of the proceeds derived therefrom as it may deem advisable;

IT IS HEREBY FURTHER DETERMINED AND ORDERED that in connection with the Credit Agreement and the Promissory Notes, each of the Authorized Officers, acting alone, is authorized in the case of lines of credit to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as any Authorized Representative may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution;

IT IS HEREBY FURTHER DETERMINED AND ORDERED that any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of Clean Power Alliance's agreements or commitments in effect at the time notice is given; and

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IT IS HEREBY FURTHER DETERMINED AND ORDERED that this Resolution shall take effect upon its passage.

ADOPTED AND APPROVED this 2 day of May 2018.



Chair

ATTEST:



Secretary