RESOLUTION NO. 26-03-102

RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (CLEAN POWER ALLIANCE) AUTHORIZING AND APPROVING THE EXTENSION OF THE MATURITY DATE OF THE REVOLVING CREDIT AGREEMENT WITH JPMORGAN CHASE BANK, N.A. AND CERTAIN AMENDMENTS TO THE CREDIT AND FEE AGREEMENTS RELATED THERETO, AND DELEGATING AUTHORITY TO THE CLEAN POWER ALLIANCE AUTHORIZED REPRESENTATIVES TO EXECUTE AND DELIVER SUCH AMENDMENTS AND OTHER DOCUMENTS RELATED THERETO

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, Clean Power Alliance maintains an office at 801 S. Grand Ave., Suite 400, Los Angeles, CA 90017, and this is the principal office at which it keeps its books and records;

WHEREAS, the Board wishes to authorize and approve the extension of the maturity date of the Revolving Credit Agreement, dated September 22, 2021 (the "**JPM Credit Agreement**") and amended on June 1, 2023 and further amended on March 12, 2024 (the "**JPM Amendment**") between Clean Power Alliance and JPMorgan Chase Bank, N.A. (the "**Lender**"), and certain amendments to the Fee Agreement (as defined in the JPM Credit Agreement) related thereto, and to authorize the Authorized Representatives, specified below, to execute and deliver an amendment to the Fee Agreement providing for such extension and such other amendments in the form attached hereto as Attachment A (the "**Amendment**"), with such modifications as the Authorized Representatives shall approve as in the best interest of Clean Power Alliance;

NOW, THEREFORE, IT IS HEREBY DETERMINED, AFFIRMED, AND ORDERED BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE as follows**:**

(1) **AUTHORIZED REPRESENTATIVES**. The following named individuals are the authorized representatives of Clean Power Alliance with the respective titles specified below (collectively referred to as "**Authorized Representatives**" and individually referred to as an "**Authorized Representative**"):

NAMES	**TITLES**
Deborah Klein Lopez	Chair of the Board
Ted Bardacke	Chief Executive Officer
David McNeil	Chief Financial Officer
Nancy Whang	General Counsel

(2) **ACTIONS AUTHORIZED.** Any one (1) of the Authorized Representatives are authorized and approved to execute and deliver the Amendment attached hereto as Attachment A. The Authorized Representatives may approve the definitive form of the Amendment with such other modifications as are in the best interest of Clean Power Alliance, such approval to be conclusively evidenced by the Authorized Representative's execution and delivery thereof, and the Amendment will bind Clean Power Alliance. The Amendment is hereby incorporated herein by reference.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that the Authorized Representatives are duly elected, appointed, or employed by or for the Clean Power Alliance, as the case may be. This Resolution now stands of record on the books of the Clean Power Alliance, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

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 at Lender's address set forth in the Revolving Credit Agreement. Any such notice shall not affect any of the Clean Power Alliance's agreements or commitments in effect at the time notice is given.

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

ADOPTED AND APPROVED this 5th day of March 2026.

Deborah Klein Lopez, Chair

ATTEST:

Gabriela Monzon

Gabriela Monzon, Secretary

ATTACHMENT A

Amendment

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of March x, 2026, is entered into by and between CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. seq. (the "Borrower"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

W I T N E S S E T H

WHEREAS, the Borrower and the Lender have previously entered into that Amended and Restated Credit Agreement, dated as of June 13, 2023 (as further amended by the Second Amendment to Fee Agreement, dated as of March 12, 2024, the "Existing Credit Agreement"; capitalized terms used in this Amendment that are defined in the Existing Credit Agreement shall be given the same meaning herein as therein defined); and

WHEREAS the Borrower and the Lender desire to amend certain provisions of the Existing Credit Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effectiveness of this Amendment. This Amendment shall become effective as of the first date (the "Amendment Effective Date") on which each of the following conditions shall be satisfied or waived by the Lender:

(a) Execution of this Amendment. Each of the Borrower and the Lender shall have executed a copy of this Amendment (whether the same or different copies) and shall have delivered the same to the other party;

(b) Execution of Fee Letter Amendment. Each of the Borrower and the Lender shall have executed a copy of the Third Amendment to Fee Agreement (the "Fee Agreement Amendment") in the form attached hereto as Exhibit A (whether the same or different copies) and shall have delivered the same to the other party;

(c) No Default; Representations and Warranties. The Lender shall be satisfied that immediately prior to the Amendment Effective Date and after giving effect to this Amendment, (i) there shall exist no Default or Event of Default under the Existing Credit Agreement and (ii) the representations and warranties of Borrower contained in this Amendment are true and correct in all material respects as of the Amendment Effective Date with the same effect as though such representations and warranties had been made on the Amendment Effective Date;

(d) Payments. The Lender shall have received all amounts, if any, owing under the Existing Credit Agreement and the Fee Agreement from the Borrower through and including the Amendment Effective Date;

(e) Authority. The Lender shall have received a copy of the resolutions of the governing body of the Borrower approving the execution, delivery and performance of this Amendment and the Fee Agreement Amendment (collectively, the "Amendment Documents"), certified by an Authorized Representative or the secretary of the governing body of the Borrower as being true and complete and in full force and effect on the Amendment Effective Date;

(f) Incumbency. The Lender shall have received a certificate, dated the Amendment Effective Date, and executed by an Authorized Representative certifying the names, titles, offices and signatures of the individuals authorized to sign, on behalf of the Borrower, the Amendment Documents to be executed and delivered on the Amendment Effective Date; and

(g) Borrower's Closing Certificate. A certificate, dated the Amendment Effective Date, executed by an Authorized Representative certifying (i) that there has been no event or circumstance since June 30, 2025, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (ii) that the representations and warranties contained in Article 4 of the Existing Credit Agreement that are not qualified by concepts of materiality are true and correct in all material respects on the Amendment Effective Date as though made on and as of the Amendment Effective Date, (iii) that the representations and warranties contained in Article 4 of the Existing Credit Agreement that are qualified by concepts of materiality (including Material Adverse Effect) are true and correct in all respects on the Amendment Effective Date as though made on and as of the Amendment Effective Date, and (iv) no event has occurred and is continuing, or would result from entry into Amendment Documents, which would constitute a Default or Event of Default.

2. Amendments. At the Amendment Effective Time:

(a) The reference to "March 31, 2026" in the defined term "Maturity Date" set forth in Section 1.1 of the Existing Credit Agreement shall be deleted and replaced with "March 31, 2028".

(b) Section 5.1(q) of the Existing Credit Agreement shall be amended and restated in its entirety to read as follows:

> "(q) *Debt Service Coverage.* The Borrower shall not permit the Debt Service Coverage Ratio to be less than 1.10 for any fiscal quarter of the Borrower, commencing with the fiscal quarter ended September 30, 2021; provided, however, in the event the Debt Service Coverage Ratio for any fiscal quarter is less than 1.10 but the Days Liquidity on Hand for such fiscal quarter equals or exceeds 75 days, then the Borrower shall not be considered to have breached this Section 5.1(q); provided, further,

however, that the Borrower may only rely on the cure contained in the preceding proviso three times during any Fiscal Year. The Borrower shall determine the Debt Service Coverage Ratio and Days Liquidity on Hand at each fiscal quarter end and shall provide the Lender with written notice thereof together with supporting calculations in reasonable detail to the Lender as soon as practicable following the end of a fiscal quarter and in any event no later than sixty (60) calendar days following the end of each of the first three fiscal quarters and one hundred twenty (120) calendar days following the end of the fourth fiscal quarter (each such notice, a *"Debt Service Coverage Ratio Notice"*)."

3. Ratification of Basic Documents. Except as specifically amended herein, all Basic Documents shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. The Borrower acknowledges and consents to the terms set forth herein and agrees that the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Lender under any of the Basic Documents, nor constitute a waiver of any provision of the Basic Documents or in any way impair, reduce or limit any of the obligations of the Borrower under the Basic Documents, as amended hereby. The Amendment Documents are Basic Documents.

4. Representations and Warranties. The Borrower hereby makes, as of the Amendment Effective Date, each of the representations and warranties set forth in Article 4 of the Existing Credit Agreement, and such representations and warranties are, by this reference, incorporated herein as if set forth herein in their entirety, provided that references to "Agreement" shall, for purposes of this paragraph, be deemed to include this Amendment.

5. Miscellaneous.

(a) Except as expressly modified by this Amendment, the Existing Credit Agreement shall continue to be and remain in full force and effect in accordance with its terms.

(b) This Amendment may be executed in any number of counterparts and by the different parties hereto in different counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

(c) The Amendment Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to the Amendment Documents and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Law of (i) the State of California, in the case of the Borrower, and (ii) the State of New York, in the case of the Lender.

(d) Delivery of an executed counterpart of a signature page of any Amendment Document by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of such Amendment Document. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with any Amendment Document and the transactions contemplated thereby shall be

deemed to include Electronic Signatures (as hereinafter defined in this Section 5(d)), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act. Without limiting the generality of the foregoing, the Borrower hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation between the Lender, on the one hand, and the Borrower, on the other hand, electronic images of the Amendment Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of any Amendment Document based solely on the lack of paper original copies of such Amendment Document, including with respect to any signature pages thereto. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

(e) The Borrower agrees to pay Rentner Rust, PC, counsel to the Lender, a flat fee of $3,500 in connection with the transactions contemplated by this Amendment. Such fee shall be paid on the later of (i) the Amendment Effective Date and (ii) two (2) Business Days following delivery of a written invoice therefor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement, effective as of the day and year first above written.

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

By _____
Name: Theodore Bardacke
Title: Chief Executive Officer

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By_____
Name: Allyson Goetschius
Title: Executive Director

EXHIBIT A

[Form of]

THIRD AMENDMENT TO FEE AGREEMENT

This THIRD AMENDMENT TO FEE AGREEMENT (this "Amendment") is made and entered into as of [●], 2026, by and between the Clean Power Alliance of Southern California (together with its successors and assigns, the "Borrower") and JPMorgan Chase Bank, National Association (together with its successors and assigns, the "Lender").

WHEREAS, the Borrower and the Lender have previously entered into that Amended and Restated Credit Agreement, dated as of June 13, 2023 (as further amended by the Second Amendment to Fee Agreement, dated as of March 12, 2024, the "Existing Credit Agreement"; capitalized terms used in this Amendment that are defined in the Existing Credit Agreement shall be given the same meaning herein as therein defined);

WHEREAS, the Borrower and the Lender have entered into that certain Fee Agreement, dated as of September 22, 2021, as amended by the First Amendment to Fee Agreement, dated as of December 15, 2023, and as further amended by the Second Amendment to Fee Agreement, dated as of March 12, 2024 (collectively, the "Existing Fee Agreement");

WHEREAS, the parties desire to amend certain provisions of the Existing Credit Agreement and the Existing Fee Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties agree as follows:

1. Amendments to Fee Agreement. As of the Amendment Effective Date,

(a) Section 1.1 of the Fee Agreement shall be deleted in its entirety and replaced with the following:

> "*Section 1.1. Undrawn Fees.* The Borrower agrees to pay to the Lender, in immediately available funds, for the period from and including the Closing Date to and including the earlier of the Maturity Date and the date the Commitment is terminated in full (the "*Commitment End Date"*), and in arrears on the first Business Day of each April, July, October and January occurring thereafter to the Commitment End Date, and on the Commitment End Date, a non-refundable undrawn fee (the "*Undrawn Fee*") in an amount equal for each day during such calculation period to the product of (x) the rate per annum set forth in the grid below under the caption "Undrawn Fee Rate," (y) the Unutilized Commitment (as defined below) for such day and (z) a fraction the numerator of which is 1 and denominator of which is 360:

Level	Rating	Undrawn Fee Rate
1	BBB+ or above	0.325%
2	BBB	0.475%
3	BBB-	0.725%
4	Below BBB-	1.725%

Any change in the Undrawn Fee Rate resulting from a change in the Rating issued by S&P shall be and become effective as of and on the date of the announcement of the change in Rating by S&P. References to Ratings above are references to the rating categories as presently determined by S&P and in the event of adoption of any new or changed rating system by S&P, the Ratings referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. As used herein, (a) "*Unutilized Commitment* means, for any day, the amount obtained by subtracting the Revolving Credit Exposure from the Commitment, in each case, as of 5:00 p.m. New York City time on such day, (b) "*Rating*" means the rating of the long-term unenhanced Parity Debt of the Borrower issued by S&P or, if no such Parity Debt Rating exists, the "strength rating" of the Borrower issued by S&P, and (c) "S&P" means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business. The Borrower and the Lender acknowledge that as of the Amendment Effective Date, the Undrawn Fee Rate is that specified above for Level 1. Notwithstanding the foregoing, in the event the Rating is suspended or withdrawn by S&P for any reason, the "Undrawn Fee Rate" shall mean 1.725%."

(b) Section 1.2 of the Fee Agreement shall be deleted in its entirety and replaced with the following:

"*Section 1.2. Letter of Credit Fees.* The Borrower agrees to pay to the Lender, in immediately available funds, for the period from and including the issuance of each Letter of Credit to but excluding the date such Letter of Credit is terminated (the *"LC Termination Date"*), and in arrears on the first Business Day of each April, July, October and January occurring thereafter to the LC Termination Date, and on the LC Termination Date, (each, a *"LC Payment Date"*), a non-refundable Letter of Credit fee (the "*LC Facility Fee*") in an amount equal for each day during such calculation period to the product of (x) the rate per annum set forth in the grid below under the caption "LC Facility Fee Rate," (y) the daily average stated amount of such Letter of Credit as of 5:00 p.m. New

York City time on such day and (z) a fraction the numerator of which is 1 and denominator of which is 360:

Level	Rating	LC Facility Fee Rate
1	BBB+ or above	1.100%
2	BBB	1.500%
3	BBB-	2.000%
4	Below BBB-	Default Rate

Any change in the LC Facility Fee Rate resulting from a change in the Rating issued by S&P shall be and become effective as of and on the date of the announcement of the change in Rating by S&P. References to Ratings above are references to the rating categories as presently determined by S&P and in the event of adoption of any new or changed rating system by S&P, the Ratings referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Borrower and the Lender acknowledge that as of the Amendment Effective Date, the LC Facility Fee Rate is that specified above for Level 1. Notwithstanding the foregoing, in the event the Rating is suspended or withdrawn by S&P for any reason, the "LC Facility Fee Rate" shall mean the Default Rate."

(c) Section 1.5 of the Fee Agreement shall be deleted in its entirety and replaced with the following:

"*Section 1.5. Termination Fee.* The Borrower hereby agrees to pay to the Lender a termination fee in connection with any termination of the Commitment by the Borrower prior to March 31, 2027 (such date, the *"Mid-Point Date"*), in an amount equal to the product of (1) the Undrawn Fee Rate in effect on the date of such termination, (2) the Commitment (without regard to any outstanding Loans, Letters of Credit or LC Disbursements) and (3) a fraction, the numerator of which is equal to the number of days from and including the Mid-Point Date to but excluding the Maturity Date, and the denominator of which is 360 (the "*Termination Fee*"), which Termination Fee shall be paid on or before the date of such termination; provided, however, that no Termination Fee shall be payable if (i) the Commitment is terminated prior to the Mid-point Date as a result of the Lender requesting compensation for increased costs or loss of return from the Borrower pursuant to Section 2.12 of the Agreement as a result of a Change in Law, unless the Borrower replaces the Commitment with a Lender Agreement provided by a bank or other financial institution that is also subject to the effects of such Change in Law, in which case the

Termination Fee shall be payable, or (ii) the Commitment is terminated on or after the Mid-Point Date. No termination in full of the Commitment shall become effective unless and until all amounts payable by the Borrower to the Lender under the Agreement and this Fee Agreement (including without limitation the amount payable, if any, pursuant to this Section 1.5) have been paid in full."

(d) Section 1.6 of the Fee Agreement shall be deleted in its entirety and replaced with the following:

"*Section 1.6. Applicable Margin.* "Applicable Margin" means, for any day, the rate per annum set forth in the grid below under the caption "*Applicable Margin*" opposite the level that corresponds to the Rating from S&P for such day:

Level	Rating	Applicable Margin
1	BBB+ or above	1.100%
2	BBB	1.500%
3	BBB-	2.000%
4	Below BBB-	Default Rate

Any change in the Applicable Margin resulting from a change in the Rating issued by S&P shall be and become effective as of and on the date of the announcement of the change in Rating by S&P. References to Ratings above are references to the rating categories as presently determined by S&P and in the event of adoption of any new or changed rating system by S&P, the Ratings referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Borrower and the Lender acknowledge that as of the Amendment Effective Date, the Applicable Margin is that specified above for Level 1. Notwithstanding the foregoing, in the event the Rating is suspended or withdrawn by S&P for any reason, the "Applicable Margin" shall mean the Default Rate."

2. No Other Changes. Except as expressly provided in this Amendment, the Existing Fee Agreement shall remain in full force and effect upon its original terms. This Amendment and the Existing Fee Agreement constitute an integrated agreement with respect to the subject matter hereof and thereof. This Amendment may be amended, modified, and supplemented only in accordance with the terms of the Existing Fee Agreement.

3. Governing Law. This Amendment shall be deemed to be a contract under, and for all purposes shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without giving effect to conflicts of laws provisions (other than New York general obligations laws 5-1401 and 5-1402); *provided*, that the obligations of the Borrower hereunder shall be governed by the laws of the State of California without regard to choice of law rules.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

By _____
Name: Theodore Bardacke
Title: Chief Executive Officer

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By_____
Name: Allyson Goetschius
Title: Executive Director