

RESOLUTION NO. 2017-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MARIN CLEAN ENERGY REGARDING AUTHORITY TO EXECUTE THIRD
AMENDMENT TO CREDIT AGREEMENT WITH RIVER CITY BANK**

WHEREAS, Marin Clean Energy (MCE) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

WHEREAS, MCE members include the following communities: the County of Marin, the County of Napa, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Mill Valley, the City of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Walnut Creek, and the Town of Yountville; and

WHEREAS, River City Bank (RCB) has been MCE's primary bank since March 8, 2010; and

WHEREAS, MCE continues to expand the number of entities with which it contracts for power supply, and it is beneficial to utilize industry standard credit terms for power purchase contracts; and

WHEREAS, MCE staff negotiated the terms of a non-revolving credit facility with River City Bank to provide credit support for future power purchase contracts; and

WHEREAS, the RCB credit facility allows MCE to borrow cash or to direct the issuance of standby letters of credit (SBLC) that would be used as credit support for MCE's forward purchases of energy.

WHEREAS, MCE Board of Directors approved the Non-Revolving Credit Agreement by and between MCE and RCB on August 21, 2015; and

WHEREAS, CEO Dawn Weisz approved the First Amendment to the Non-Revolving Credit Agreement on February 23, 2016 by and between MCE and RCB making ministerial changes to the Agreement; and

WHEREAS, MCE Board of Directors approved the Second Amendment to the Non-Revolving Credit Agreement to convert the Non-Revolving Credit Agreement to a revolving credit agreement and to increase the principal amount of the credit agreement from \$15,000,000 to \$20,000,000 on May 19, 2016; and

WHEREAS, the proposed Third Amendment to the Credit Agreement would extend the termination date of the Agreement from August 31, 2017 to August 31, 2019, increase the principal amount of the credit agreement from \$20,000,000 to \$25,000,000 and amend certain other terms and conditions in MCE's favor.

WHEREAS, the Third Amendment to the Credit Agreement requires an updated

APPROVED


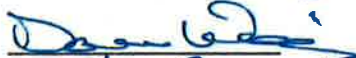

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MARIN CLEAN ENERGY

Resolution to confirm the MCE's authorized representatives and scope of their authorized actions for purposes of the amended Credit Agreement.

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

That the following named individuals are the authorized representatives of MCE for all purposes pertaining to execution and administration of the Third Amendment to the Credit Agreement and any documents related thereto, with titles and genuine signatures provided below:

NAMES	TITLES	
Dawn Weisz	Secretary	
Dawn Weisz	Chief Executive Officer and Responsible Officer	
Kathrin Sears	Chair of the Board	

ACTIONS AUTHORIZED. Any one (1) of the authorized representatives listed above may enter into any agreements of any nature with River City Bank ("Lender"), and those agreements will bind MCE. Specifically, but without limitation, each of the authorized representatives is authorized, empowered, and directed to do the following for and on behalf of MCE with respect to a loan or loans and any other financial accommodations from Lender:

Borrow Money. To borrow 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 MCE and Lender, such sum or sums of money as in its judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender any loan agreement, promissory note or notes, letter of credit applications, requests, or other evidence of MCE's credit accommodations, in form and substance acceptable to Lender, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of MCE'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.

Grant Security. To pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to MCE or in which MCE now or hereafter may have an interest, including without limitation all of MCE'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 MCE 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.

Execute Security Documents. To execute and deliver to Lender any assignment agreements, pledge agreements, 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.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to MCE or in which MCE may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to MCE's account with Lender, or to cause such other disposition of the proceeds derived therefrom as it may deem advisable.

Further Acts. 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.


NOTICES TO LENDER. MCE will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in MCE's name; (B) change in MCE's assumed business name(s); (C) change in the management or in the members of MCE; (D) change in the authorized signer(s); (E) change in MCE's principal office address; (F) change in MCE's state of organization; (G) conversion of MCE to a new or different type of business entity; or (H) change in any other aspect of MCE that directly or indirectly relates to any agreements between MCE and Lender. No change in MCE's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The authorized representatives named above are duly elected, appointed, or employed by or for MCE, as the case may be, and each occupies the position set opposite his or her name. This Resolution now stands of record on the books of MCE, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage hereof are hereby certified as duly 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 shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of MCE's agreements or commitments in effect at the time notice is given.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 20th day of July 2017, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon				✓
City of Belvedere	✓			
City of Benicia	✓			
City of Calistoga				✓
Towne of Corte Madera	✓			
City of El Cerrito	✓			
Town of Fairfax	✓			
City of Lafayette	✓			
City of Larkspur	✓			
City of Mill Valley	✓			
City of Napa				✓
City of Novato	✓			
City of Richmond	✓			
Town of Ross	✓			
Town of San Anselmo				✓
City of San Pablo	✓			
City of San Rafael	✓			
City of Sausalito	✓			
City of St. Helena				✓
Town of Tiburon	✓			
City of Walnut Creek	✓			
Town of Yountville				✓
County of Marin	✓			
County of Napa				✓


 Kathrin Sears
 Chair, Marin Clean Energy Board


 Dawn Weisz
 Secretary, Marin Clean Energy Board

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