

RESOLUTION NO. 2022-007

**RESOLUTION OF THE CITY OF CORONA, CALIFORNIA,
APPROVING CONSENT AND AGREEMENT AND THE
FORM OF THE ESTOPPEL CERTIFICATE FOR THE
RENEWABLE POWER PURCHASE AGREEMENT WITH
AM WIND REPOWER, LLC**

WHEREAS, the City of Corona is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City of Corona operates a municipal electric utility (“City”); and

WHEREAS, the City and AM Wind Repower LLC, a Delaware limited liability company (“Seller”), entered into a Renewable Power Purchase and Sale Agreement (“PPA”) on June 5, 2020, pursuant to which Seller will (i) develop, construct, install, test, own, operate, and maintain an approximately 27 megawatt (“MW”) wind-powered electric generating facility located in Riverside County, California known as the Alta Mesa Project, and (ii) sell the output of the Alta Mesa Project to the City; and

WHEREAS, Seller is owned by California Wind Holding LLC, a Delaware limited liability company (“Construction Borrower”) and the Construction Borrower is owned by California Wind Member LLC, a Delaware limited liability company (“Term Borrower”); and

WHEREAS, in order to finance the development, construction, installation, testing, operation, and use of the Project, the Construction Borrower and the Term Borrower have entered into a Financing Agreement with both Wells Fargo Bank and Computershare Trust Company, N.A.; and

WHEREAS, the Seller has entered into an agreement with entities including the Construction Borrower, Term Borrower, and Computershare Trust Company, in which Seller has agrees to assign, as collateral for the financing of the Alta Mesa Wind Project, all of Seller’s right, title, and interest in the PPA to Computershare Trust Company; and

WHEREAS, pursuant to the terms of the PPA, Seller must obtain the City’s consent for the assignment of its right, title, and interest in the PPA to Computershare Trust Company; and

WHEREAS, the Construction Borrower and the Term Borrower have entered into an Equity Capital Contribution Agreement (“ECCA”) with Wells Fargo Central Pacific Holdings, Inc., a California corporation, pursuant to which Wells Fargo Central Pacific Holdings will make a tax equity investment in the Construction Borrower; and

WHEREAS, the ECCA requires that the Construction Borrower provide Wells Fargo Central Pacific Holdings with an Estoppel Certificate executed by the City making certain acknowledgements, representations, and warranties regarding the PPA.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. The proposed Consent and Agreement by and among the City of Corona, AM Wind Repower LLC, and Computershare Trust Company, N.A., attached hereto as Attachment A, is hereby approved.

SECTION 2. The proposed Estoppel Certificate, attached hereto as Attachment B is hereby approved as to form and the City Council authorizes the City Manager, or designee, to execute such document.

PASSED, APPROVED AND ADOPTED on the 19th day of January 2022.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at an adjourned meeting thereof held on the 19th day of January 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 19th day of January 2022.

City Clerk of the City of Corona, California

(SEAL)

ATTACHMENT “A”

**CONSENT AND AGREEMENT
AMONG
CITY OF CORONA,
AM WIND REPOWER LLC,
AND
COMPUTERSHARE TRUST COMPANY, N.A.**

[SEE ATTACHED 14 PAGES]

Attachment A

CONSENT AND AGREEMENT

among

**CITY OF CORONA,
(Contracting Party)**

**AM WIND REPOWER LLC,
a Delaware limited liability company
(Project Company)**

and

**COMPUTERSHARE TRUST COMPANY, N.A.
(Collateral Agent)**

Dated as of _____, 2022

CONSENT AND AGREEMENT
(City of Corona PPA)

This CONSENT AND AGREEMENT (this “Consent”), dated as of _____, 2022, is entered into by and among CITY OF CORONA (together with its successors and permitted assigns, “Contracting Party”), COMPUTERSHARE TRUST COMPANY, N.A., in its capacity as collateral agent for the Secured Parties referred to below (together with its successors, designees and assigns in such capacity, “Collateral Agent”), and AM WIND REPOWER LLC, a Delaware limited liability company (“Project Company”). Capitalized terms used but not defined herein shall have the meanings set forth in the Contract (as defined below).

RECITALS

A. WHEREAS, Project Company intends to develop, construct, install, test, own, operate and maintain an approximately twenty-seven (27) MW wind generation facility located in Riverside County, California (the “Project”).

B. WHEREAS, (i) California Wind Finance LLC, a Delaware limited liability company (the “Pledgor”), owns one hundred percent (100%) of the equity interests in California Wind Member LLC, a Delaware limited liability company (the “Term Borrower”), (ii) the Term Borrower owns, as of the date hereof, one hundred percent (100%) of the equity interests in California Wind Holding LLC, a Delaware limited liability company (the “Construction Borrower”), and (iii) the Construction Borrower owns one hundred percent (100%) of the equity interests in Project Company;

C. WHEREAS, in order to partially finance the development, construction, installation, testing, operation and use of the Project, the Construction Borrower and the Term Borrower have entered into that certain Financing Agreement, dated as of _____, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among the Construction Borrower, the Term Borrower, the lenders and issuing banks party thereto from time to time, Wells Fargo Bank, National Association, in its capacity as administrative agent to the lenders and issuing banks, Collateral Agent, and the other parties named therein, pursuant to which, among other things, the lenders and issuing banks have extended commitments to make loans and other financial accommodations to, and for the benefit of, the Construction Borrower and the Term Borrower.

D. WHEREAS, Contracting Party and Project Company have entered into that certain Renewable Power Purchase and Sale Agreement, dated as of June 5, 2020 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the “Contract”).

E. WHEREAS, Project Company has entered into that certain Collateral Agency, Depositary and Security Agreement, dated as of _____, 2022 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “CADSA”) with Collateral Agent, the Construction Borrower, the Term Borrower, the Pledgor and certain other entities, pursuant to which Project Company has agreed, among other things, to assign, as collateral security for the Construction Borrower’s obligations under the Financing

Agreement and other documents related to the Financing Agreement and any other documents entered into pursuant to the Financing Agreement from time to time to evidence senior secured *pari passu* indebtedness of Project Company (collectively, the “Credit Documents”), all of Project Company’s right, title and interest in, to and under (but not its obligations, liabilities or duties with respect to) the Contract to Collateral Agent for the benefit of itself, the lenders, issuing banks and each other entity or person that is provided collateral security under the Credit Documents (the “Secured Parties”).

F. WHEREAS, Project Company is obtaining this Consent pursuant to Section 14.3 of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Contract to the contrary, as follows:

SECTION 1. CONSENT TO ASSIGNMENT

(a) Contracting Party acknowledges the assignment referred to in Recital E above, consents to such assignment and agrees with Collateral Agent for the benefit of the Secured Parties as follows:

(i) After delivery by Collateral Agent to Contracting Party of notice that an Event of Default (as defined in the Financing Agreement) has occurred and is continuing, Collateral Agent shall be entitled (but not obligated) to exercise all or any portion of the rights and to take any or all actions of Project Company under the Contract in accordance with the terms and conditions set forth therein. Upon receipt of notice from Collateral Agent that it intends to exercise such rights and remedies, Contracting Party agrees to accept such exercise and cure by Collateral Agent so long as timely made by Collateral Agent under the Contract and this Consent. Any such cure or attempt to cure by Collateral Agent shall not be construed as an assumption by Collateral Agent, the Secured Parties, or any of their respective assignee(s) or designee(s) of any covenants, agreements or obligations of Project Company under or in respect of the Contract.

(ii) Contracting Party will not without the prior written consent of Collateral Agent, cancel or terminate the Contract, or suspend performance of its services thereunder or consent to or accept any cancellation, termination or suspension thereof by Project Company, except as provided in the Contract and in accordance with Section 1(a)(iii) hereof. Contracting Party shall deliver duplicates or copies of all notices of Default (as defined below) to Collateral Agent simultaneously with delivery thereof to Project Company.

(iii) Contracting Party will not terminate the Contract or suspend performance of its services thereunder on account of any default or breach of Project Company thereunder, or upon the occurrence or non-occurrence of any event or condition under the Contract which would immediately or with the passage of any applicable grace period or

the giving of notice, or both, entitle Contracting Party to terminate or suspend performance thereunder (such default, breach, event or condition, a “Default”), without written notice to Collateral Agent (which notice may be provided concurrently to Collateral Agent and Project Company) of such termination or suspension and first providing to Collateral Agent a reasonable opportunity to cure such Default, but not more than ninety (90) days from the expiration of Project Company’s cure period set forth in the Contract so long as Collateral Agent sends the Contract Party a written notice of its intention to cure such Default prior to the expiration of such cure period; provided that, except as otherwise set forth herein, in no event shall Project Company’s cure period set forth in the Contract plus Collateral Agent’s cure period under this Consent exceed one hundred eighty (180) days. If possession of the Project is necessary to cure such Default, and Collateral Agent declares Project Company in default under the Financing Agreement and commences foreclosure proceedings within one hundred eighty (180) days and Collateral Agent is making diligent and consistent efforts to complete such foreclosure, take possession of the Project and promptly cure the such Default, Collateral Agent will be allowed a reasonable period to complete such proceedings before Contracting Party terminates the Contract or suspends performance under the Contract. Notwithstanding the foregoing, if Collateral Agent is prohibited by any court order or bankruptcy or insolvency proceedings from curing the Default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition, but not more than one hundred eighty (180) days from the date of such court order or proceeding.

(iv) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or a purchaser or grantee at a foreclosure and sale or by a conveyance in lieu of foreclosure take possession of or title to the Project or any of the Project assets, and so long as no Default exists under the Contract (it being acknowledged and agreed that if Contracting Party irrevocably waives any Default of Project Company under the Contract, no such Default shall be deemed to exist), then Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or other purchaser or grantee shall assume the obligations of Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract that arise from and after the date of such assumption.

(v) Subject to the restrictions set forth in the Contract, as may be modified herein, Contracting Party consents to the transfer of Project Company’s interest under the Contract to the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, Contracting Party shall recognize the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or other purchaser or grantee as the applicable party under the Contract, provided that such Secured Parties or Collateral Agent or their designee(s) or assignee(s) or other purchaser or grantee (A) assume in writing the obligations of Project Company under the Contract arising or accruing from and after the date of such assumption, it being understood, however, that such assumption shall not operate as a waiver of the Defaults existing under the Contract prior to the date of such assumption and (B) assume the Contract subject to Contracting Party’s rights thereunder. Notwithstanding any assumption in accordance with this Section 1(a)(v), Project Company shall not be released or discharged from and shall remain liable

for any and all of its obligations to Contracting Party arising or accruing under the Contract prior to such assumption.

(vi) In the event that the Contract is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the Contract is terminated for any reason other than a Default which could have been but was not cured by Collateral Agent as provided in Section 1(a)(iii) above, and if, within sixty (60) days after such rejection or termination, Collateral Agent or its successors or assigns shall so request, Contracting Party will execute and deliver to Collateral Agent a new contract, which contract shall be on the same terms and conditions as the original Contract, including the remaining term of the original Contract before giving effect to such termination. References in this Consent to the "Contract" shall be deemed also to refer to such new contract.

(vii) In the event Collateral Agent, the Secured Parties, any designee or assignee of the foregoing or any purchaser or grantee thereof elects to succeed to Project Company's interests under the Contract as provided in Section 1(a)(viii) or to enter into a new contract as provided in Section 1(a)(v) above, such person shall, subject to the terms of this Consent, assume the obligations of Project Company under the Contract to the extent provided herein; provided that such assumption of rights and obligations shall not include the assumption of any other liabilities for claims of Contracting Party against Project Company arising from Project Company's failure to perform during the period prior to the such Collateral Agent's, Secured Parties', designee's or assignee's succession to Project Company's interest in and under the Contract. The sole recourse of Contracting Party in seeking the enforcement of such obligations shall be to such Collateral Agent's, Secured Parties', designee's or assignee's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

(viii) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) succeed to Project Company's interest under the Contract, Collateral Agent, the Secured Parties or their designee(s) or assignee(s) shall cure any then-existing Defaults under the Contract, except any Defaults which by their nature are not capable of being cured (including, without limitation, defaults which relate to bankruptcy of Project Company or other defaults that relate to the status or condition of Project Company at the time of the Default because they are personal to Project Company). Collateral Agent, the Secured Parties and their designee(s) or assignee(s) shall have the right to assign their interest in the Contract or the new contract entered into pursuant to Section 1(a)(v) above to a person or entity to whom Project Company's interest in the Project is transferred, provided such transferee (A) assumes the obligations of Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract) and (B) is a Permitted Transferee. Upon such assignment, Collateral Agent and the Secured Parties and their designee(s) or assignee(s) (including their agents and employees) shall be released from any further liability thereunder to the extent of the interest assigned.

(ix) This Consent shall not be deemed to waive or modify in any respect any of the rights of any Contracting Party under the Contract against Project Company or to relieve Project Company from the observance and performance of any and all covenants and conditions of Project Company except as otherwise expressly provided herein.

(b) Following a Default by Project Company under the Contract, Contracting Party may, upon written notice to Project Company or Collateral Agent, request a report concerning:

- (i) the status of efforts by Project Company or Collateral Agent to develop a plan to cure the Default;
- (ii) impediments to such cure plan or its development;
- (iii) if a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and
- (iv) any other information which the Contracting may reasonably require related to the development, implementation and timetable of the cure plan.

Project Company or Collateral Agent, as applicable, shall provide the report to Contracting Party within ten (10) Business Days after receipt of Contracting Party's request therefor. Following delivery of the requested report to Contracting Party, Project Company and Collateral Agent shall have no further obligations to provide any additional report, but shall provide such further information with respect to the applicable Default as Contracting Party may reasonably request from time to time.

(c) The Contracting Party agrees not to (i) assign or transfer or (ii) amend, supplement or modify the Contract in any material respect, without the prior written consent of Collateral Agent (such consent not to be unreasonably withheld).

SECTION 2. CONTRACT STIPULATIONS AND ACKNOWLEDGMENTS

Notwithstanding any provision contained in the Contract to the contrary, effective as of the date hereof, each of Project Company and Contracting Party acknowledges and agrees to the following (unless otherwise defined in this Consent, capitalized terms used in this Section 2 shall have the meanings given to such terms in the Contract, as amended and modified pursuant to this Consent):

(a) Project Company has notified Contracting Party that, pursuant to the terms of the Credit Documents, (i) the Construction Borrower, as the sole member of Project Company, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of the membership interests in Project Company (the "Project Company Membership Interests") until the Term Conversion Date, (ii) the Term Borrower, as the sole member of the Construction Borrower, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of (A) prior to the Term Conversion Date under the Financing Agreement, the membership interests in the Construction Borrower and (B) on and after the Term Conversion Date, the Class B Units in the Construction Borrower (the "Construction Borrower Membership Interests"), and (iii) the Pledgor, as the sole member of the Term Borrower, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of the membership interests in the Term

Borrower (the “Term Borrower Membership Interests”). Contracting Party hereby acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, Collateral Agent, acting on behalf of the Secured Parties, shall have the right to foreclose on, or otherwise dispose of, pursuant to the terms of the Credit Documents, (X) Project Company Membership Interests held by the Construction Borrower, (Y) the Construction Borrower Membership Interests held by the Term Borrower, and (Z) the Term Borrower Membership Interests held by the Pledgor, and such foreclosure on, or disposition of, Project Company Membership Interests, the Construction Borrower Membership Interests and the Term Borrower Membership Interests, shall in no event be deemed to constitute or result in a “Change of Control” under and as defined in the Contract or be subject to any transfer restrictions under the Contract or require the consent of Contracting Party.

(b) In addition to the collateral assignment of the Contract permitted by Section 14.3 of the Contract, Project Company may collaterally assign all of its assets pursuant to the CADSA before the Term Conversion Date.

(c) Collateral Agent shall not be required to be a Permitted Transferee in connection with such Secured Party becoming party to the Contract upon the exercise of remedies under the Credit Documents following an event of default under the Financing Agreement.

(d) Vestas American Wind Technology, Inc. satisfies the requirement set forth in clause (b) of the defined term “Permitted Transferee” in the Contract.

SECTION 3. ARRANGEMENTS REGARDING PAYMENTS

All payments to be made by Contracting Party to Project Company under the Contract from and after the date hereof and until the date that the Secured Parties’ lien in the Contract is released pursuant to the terms of the Credit Documents shall be made in lawful money of the United States, directly to HSBC Bank USA, National Association, in its capacity as the depository bank, for the benefit of Collateral Agent, acting for the benefit of the Secured Parties, for deposit to HSBC Bank USA, National Association, ABA #021001088, SWIFT Code: MRMDUS33, Account: 002600161, Beneficiary: Corporate Trust Administration, For Further Credit to Account Number/Name: 10-884855/California Wind Holding LLC Construction Account, or at such other person or entity and/or at such other address as Collateral Agent may from time to time specify in writing to Contracting Party. From and after the date hereof and until the date that the Secured Parties’ lien in the Contract is released pursuant to the terms of the Credit Documents and notice thereof is provided to Contracting Party, Contracting Party shall not, without the prior written consent of Collateral Agent, make any payments to or for the benefit of Project Company other than as contemplated pursuant to the first sentence of this Section 3.

SECTION 4. REPRESENTATIONS AND WARRANTIES

(a) Contracting Party hereby represents and warrants as of the date of this Consent that: (i) it (A) is (1) a validly existing California municipal corporation, (B) has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into the Contract and this Consent, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to the Contract and this Consent; (ii) the execution,

delivery and performance by Contracting Party of this Consent and the Contract have been duly authorized by all necessary action on the part of Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract is in full force and effect, has been duly executed and delivered on behalf of Contracting Party by the appropriate persons of such Contracting Party, and constitutes the legal, valid and binding obligation of such Contracting Party, enforceable against such Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by (Y) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (Z) general equitable principles (whether considered in a proceeding in equity or at law); (iv) to the best of Contracting Party's knowledge after due inquiry, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract; (v) to the best of Contracting Party's knowledge, no Force Majeure Event exists under, and as defined in, the Contract; (vi) except as otherwise provided herein and other than the automatic extension of the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date pursuant to the notice provided by Project Company to Contracting Party dated April 16, 2021 and the subsequent automatic extension of the Guaranteed Commercial Operation Date pursuant to the notice provided by Project Company to Contracting Party dated November 2, 2021, the Contract has not been amended, supplemented or modified (whether by waiver, consent or otherwise); (vii) the execution, delivery and performance by Contracting Party of this Consent and the Contract do not (A) conflict with the governance documents of Contracting Party, (B) result in any breach of, default under or the imposition of any lien upon any of the property or assets of Contracting Party pursuant to any indenture, mortgage, deed of trust or other material agreement or instrument to which it is a party or by which it or any of its properties or assets is bound or (C) contravene any applicable federal or state laws or order, writ, injunction, decree or arbitral award binding upon Contracting Party or its properties or assets; (viii) there is no action, suit, proceeding or investigation at law or in equity or by or before any court, arbitrator, administrative agency or governmental authority pending or, to the best of Contracting Party's knowledge, threatened against or affecting Contracting Party or any of its respective properties which questions the legality, validity, binding effect or enforceability of this Consent or the Contract or which individually or in the aggregate, would, if adversely determined, materially adversely affect Contracting Party's ability to enter into and carry out its obligations under this Consent or the Contract; (ix) Contracting Party's obligations to make payments under the Contract enjoy first priority of payment at all times, and are unsubordinated to any and all bond ordinances or indentures to which the Contracting Party is a party, and such general undertakings are permitted by Article XI of the California Constitution, all other relevant constitutional, organic or other governing documents and any other Law presently in effect having applicability to the Contracting Party; (x) there are no restrictions regarding the source of funds that the Contracting Party may draw from in order to pay amounts due under the Contract and payments under the Contract are obligations of the Contracting Party; and (xi) without limiting the foregoing, the City's obligations to make payments under the Agreement are supported by, but are not limited exclusively to, the revenues from the electric utility operations of the Contracting Party's publicly owned utility.

(b) Project Company represents and warrants to Contracting Party as of the date of this Consent that: (i) it (A) is a duly organized and validly existing under the laws of the State of Delaware, (B) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Contract and this Consent, as applicable, and (C) has all requisite

power and authority to enter into and to perform its obligations under this Consent and the Contract, as applicable, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby; (ii) the execution, delivery and performance by such party of this Consent and the Contract have been duly authorized by all necessary limited liability company or other action on the part of such party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract, as applicable, is in full force and effect, has been duly executed and delivered on behalf of such party by the appropriate officers of such party, and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the enforceability thereof may be limited by (A) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (B) general equitable principles (whether considered in a proceeding in equity or at law); and (iv) to Project Company's knowledge, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract.

SECTION 5. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective upon receipt if sent by (a) hand delivery, (b) facsimile, (c) by electronic mail in ".PDF" format or (d) by private courier or delivery service with charges prepaid, and addressed as specified below:

If to Contracting Party:

City of Corona Utility Department
755 Public Safety Way
Corona, CA 92880
Attention: Tom Moody
Fax: 951-279-3660
Email: Tom.Moody@ci.corona.ca.us

If to Collateral Agent:

Computershare Trust Company, N.A.,
as Collateral Agent
Corporate Trust Services
9062 Old Annapolis Road
Columbia, Maryland 21045
Attention: Jason Prisco or Lance Yeagle – California Wind
Email: ctsbankdebtadministrationteam@wellsfargo.com

If to Project Company:

AM Wind Repower LLC
c/o Brookfield Renewable
200 Liberty Street, 14th Floor
New York, NY 10281
Attention: Jacob Pollack

Fax: 646-992-2470

Email: legal.department.na@brookfieldrenewable.com

Any party may change the address or number to which notices to such party are to be delivered by providing notice of such change to each other party in the manner set forth above.

SECTION 6. ASSIGNMENT, TERMINATION, AMENDMENT AND GOVERNING LAW

This Consent shall be binding upon and benefit the successors and assigns of the parties hereto and their respective successors, transferees and permitted assigns (including without limitation, any entity that refinances all or any portion of the obligations under the Financing Agreement). Contracting Party agrees to (a) confirm such continuing obligation in writing upon the reasonable request of Project Company, Collateral Agent, the Secured Parties or any of their respective successors, transferees or assigns, (b) in connection with any tax equity financing of the Project, promptly following the written request of Project Company, deliver an estoppel certificate to any applicable tax equity investor and Collateral Agent representing that the matters set forth in Section 4 above remain true and correct as of such date and (c) cause any successor-in-interest to Contracting Party with respect to its interest in the Contract to assume, in writing in form and substance reasonably satisfactory to Collateral Agent, the obligations of such Contracting Party hereunder. Any purported assignment or transfer of the Contract not in conjunction with the written instrument of assumption contemplated by the foregoing clause (c) shall be null and void. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by all of the parties hereto. In the event of any conflict or inconsistency between the provisions of this Consent and the Contract, the provisions of this Consent shall prevail, and the Contract shall be deemed to be amended accordingly. This Consent shall terminate upon the earlier of (x) the Term Conversion Date (as defined in the Financing Agreement) and (y) the Discharge Date (as defined in the Financing Agreement); provided that, notwithstanding the foregoing, the Recitals and Sections 2, 6 and 7 shall survive until the Discharge Date. This Consent shall be governed by the laws of the State of California.

Collateral Agent, Project Company and Contracting Party hereby submit to the exclusive jurisdiction of the federal and state court sitting in Los Angeles County, California for the purposes of all legal proceedings arising out of or relating to this Consent or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. To the extent permitted by applicable law, each party hereto irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to such party at the address referenced in Section 5, such service to be effective upon the date indicated on the postal receipt returned from such party.

SECTION 7. MISCELLANEOUS

(a) Counterparts. This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding

agreement. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures.

(b) Third Party Beneficiaries. There are no third party beneficiaries to this Consent other than the Secured Parties.

(c) Severability. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

SECTION 8. COLLATERAL AGENT

Any corporation or association into which Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which Collateral Agent shall be a party, or any corporation or association to which all or substantially all of the corporate trust business of Collateral Agent may be sold or otherwise transferred shall be the successor Collateral Agent hereunder without any further act. In the performance of its obligations hereunder, Collateral Agent shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it pursuant to the Credit Documents (including to the extent such rights are to be exercised at the direction of the relevant Secured Parties in accordance therewith).

SECTION 9. ACKNOWLEDGMENTS BY PROJECT COMPANY.

Project Company, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the Contract, Contracting Party has agreed to perform as set forth herein and that none of execution of this Consent, performance by Contracting Party of its obligations hereunder, the exercise of any rights of Contracting Party hereunder, or the acceptance of performance of the Contract by any party other than Project Company shall (i) release Project Company from any obligation of Project Company under the Contract, (ii) constitute a consent by Contracting Party of, or impute any knowledge to, Contracting Party of any specific terms or conditions of the Financing Agreement or any of the Credit Documents, or (iii) except as expressly set forth in this Consent, constitute a waiver by Contracting Party of any of its rights under the Contract. Project Company acknowledges for the benefit of Contracting Party that, except as expressly set forth in this Consent, none of the Credit Documents, or any other document executed in connection therewith alter, amend, modify or impair any provision of the Contract.

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IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized, have duly executed this Consent as of the date first set forth above.

CITY OF CORONA,
as Contracting Party

By: _____

Its:

Date:

Attest:

AM WIND REPOWER LLC,
a Delaware limited liability company,
as Project Company

By: _____
Name:
Title:

By: _____
Name:
Title:

**COMPUTERSHARE TRUST COMPANY,
N.A.,**
as Collateral Agent

By: _____
Name:
Title:

ATTACHMENT “B”

ESTOPPEL CERTIFICATE

[SEE ATTACHED 6 PAGES]

Attachment B

ESTOPPEL CERTIFICATE

This Estoppel Certificate (this “**Estoppel Certificate**”), dated as of January 19, 2022, is provided by the City of Corona, a municipal corporation organized and existing under the laws of the State of California (together with its permitted successors and assigns, “**Offtaker**”). Capitalized terms used but not defined herein shall have the meaning set forth in the Contract (as hereinafter defined).

RECITALS

A. Offtaker and AM Wind Repower LLC, a Delaware limited liability company (“**Seller**”) have entered into that certain Renewable Power Purchase and Sale Agreement, dated as of June 5, 2020 (as further amended from time to time in accordance with the terms thereof and hereof, the “**Contract**”), pursuant to which Seller will (i) develop, construct, install, test, own, operate and maintain an approximately 27 MW wind-powered electric generating facility located in Riverside County, California known as the Alta Mesa Project (the “**Project**”) and (ii) sell to Offtaker the Product.

B. Pursuant to that certain Equity Capital Contribution Agreement, dated as of January 19, 2022 (the “**ECCA**”), to be entered into by and among California Wind Holding LLC, a Delaware limited liability company (the “**Company**”), [Wells Fargo Central Pacific Holdings, Inc., a California corporation] (“**Wells**” or the “**Tax Equity Investor**”), and California Wind Member LLC, a Delaware limited liability company, on the Funding Date (as defined in the ECCA), Wells will make a tax equity investment in the Company, which owns 100% of the membership interests in Seller.

C. Pursuant to the ECCA, the Tax Equity Investor requires that this Estoppel Certificate be delivered as a condition precedent to its investment in the Company.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Offtaker hereby agrees as follows:

1. Offtaker acknowledges that the acquisition by the Tax Equity Investor of membership interests in the Company, the direct parent of Seller, does not require the consent of Offtaker and does not otherwise cause a breach or default of the Contract.
2. If (i) Seller defaults in the performance of any of its obligations under the Contract or (ii) upon the occurrence or non-occurrence of any event or condition under the Contract which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Offtaker to terminate or suspend its

performance under the Contract (a “**Contract Default**”), Offtaker will not terminate or suspend its performance under the Contract until it first gives written notice of such Contract Default to the Tax Equity Investor at the address listed in Exhibit A of this Estoppel Certificate (the date of such notice, the “**Date of Notice**”) and affords the Tax Equity Investor the right to cure such Contract Default in accordance with the following: (a) commencing as of the Date of Notice, the Tax Equity Investor shall have the same period of time to cure the breach or default that Seller is entitled to under the Contract plus an additional period of five (5) Business Days if such default is the failure to pay amounts to Offtaker which are due and payable by Seller under the Contract (a “**Monetary Default**”); and (b) commencing as of the Date of Notice, for any breach or default under the Contract other than a Monetary Default, the Tax Equity Investor shall have the same period of time to cure the breach or default that Seller is entitled to under the Contract plus an additional period of thirty (30) days, so long as the Tax Equity Investor promptly commences and diligently pursues the cure.

Offtaker hereby represents and warrants that as of the date of this Estoppel Certificate:

1. It (i) is a municipal corporation duly formed and validly existing under the laws of the state of its organization, (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations in this Estoppel Certificate and under the Contract, and (iii) has all requisite power and authority to enter into and to perform its obligations in this Estoppel Certificate and under the Contract, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;
2. The execution, delivery and performance of this Estoppel Certificate and the Contract have been duly authorized by all necessary action on its part and do not require any approvals, material filings with, or consents of any entity or person which have not previously been obtained or made;
3. The Contract is in full force and effect, and each of this Estoppel Certificate and the Contract has been duly executed and delivered on behalf of Offtaker by the appropriate officers of Offtaker, and constitutes the legal, valid and binding obligation of Offtaker, enforceable against Offtaker in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors’ rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law);
4. The execution, delivery and performance by it of this Estoppel Certificate and the Contract, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of (i) its formation or governance documents, or (ii) any contract or agreement to which it is a party or by which it or its property is bound, or of any legal requirements presently in effect having applicability to it, the violation, breach or

default of which could have a material adverse effect on its ability to perform its obligations under this Estoppel Certificate or the Contract;

5. (i) Neither Offtaker nor, to Offtaker's knowledge, Seller, is in default of any of its obligations under the Contract and (ii) there exists no event or condition that could, either immediately or with the passage of time or giving of notice, or both, be reasonably expected to entitle Seller or Offtaker to terminate or suspend its obligations under the Contract;
6. As of the date hereof, the Contract represents the entire agreement between Offtaker and Seller with respect to the subject matter thereof and the Contract has not been assigned or amended, supplemented, or modified, other than the automatic extension of the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date pursuant to the notice provided by Seller to Offtaker dated April 16, 2021 and the subsequent automatic extension of the Guaranteed Commercial Operation Date pursuant to the notice provided by Seller to Offtaker dated November 2, 2021;
7. Seller does not owe any payments to the Offtaker with respect to liquidated damages, warranty, or indemnity claims;
8. All representations and warranties by the Offtaker under the Contract are true and correct as of the date hereof;
9. As of the date hereof, (i) there is no pending or, to Offtaker's knowledge, threatened dispute or legal proceeding between Offtaker and Seller, and (ii) there is no pending or, to Offtaker's knowledge, threatened action or proceeding affecting Offtaker before any court, governmental agency or arbitrator that could reasonably be expected to have a material adverse effect on the ability of Offtaker to perform its obligations under the Contract, or that purports to affect the legality, validity or enforceability of the Contract;
10. Offtaker has no existing counterclaims, offsets or defenses against Seller under the Contract;
11. Offtaker is not aware of any event, act, circumstance or condition constituting an event of force majeure under the Contract;
12. Without limiting paragraphs 13 and 14 below, the Offtaker's obligations to make payments under the Agreement are supported by, but are not limited exclusively to, the revenues from the electric utility operations of the City of Corona Utilities Department.
13. There are no restrictions regarding the source of funds that Offtaker may draw from in order to pay amounts due under the Contract and payments under the Contract are obligations of Offtaker.

14. Offtaker's obligations to make payments under the Contract are unsubordinated obligations and such payments are operating and maintenance costs (or similar designation) of Offtaker, and as such are in the category of costs that enjoy first priority of payment at all times under any and all bond ordinances or indentures to which Offtaker is a party, and such general undertakings are permitted by Article XI of the California Constitution, all other relevant constitutional, organic or other governing documents and any other Law presently in effect having applicability to Offtaker.

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IN WITNESS WHEREOF, Offtaker, by its own officer duly authorized, has duly executed this Estoppel Certificate as of the date first set forth above.

CITY OF CORONA
a municipal corporation,

By: _____
Name:
Title:

EXHIBIT A
TAX EQUITY INVESTOR NOTICE DETAILS

Wells:

Wells Fargo Central Pacific Holdings, Inc.
c/o Wells Fargo Commercial Capital
Attention: Renewable Energy Portfolio Management
MAC A0119-184
333 Market Street, 18th Floor
San Francisco, CA 94105
Email: WFREEF@wellsfargo.com

and with a copy to:

Wells Fargo Legal Group
Capital Markets Counsel
MAC J0161-245
150 E 42nd Street, 24th Floor
New York, NY 10017
Email: WFREEF@wellsfargo.com