

# Exhibit A

## Applicant Information

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**Wagon Trail Solar Project  
December 2023**

**Prepared for**



**Prepared by**



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**Table of Contents**

**1.0 Introduction ..... 1**

**2.0 Applicant and Contact Persons ..... 1**

**3.0 Participating Entities ..... 1**

**4.0 Owner Information ..... 2**

**5.0 Limited Liability Company Information ..... 3**

**6.0 Submittal Requirements and Approval Standards ..... 3**

    6.1 Submittal Requirements ..... 3

    6.2 Approval Standards ..... 5

**List of Tables**

Table A-1. Submittal Requirements Matrix ..... 3

**List of Attachments**

Attachment A-1. Articles of Incorporation

## Acronyms and Abbreviations

Applicant	Wagon Trail Energy Center, LLC c/o NextEra Energy Resources, LLC
Facility	Wagon Trail Solar Project
NextEra	NextEra Energy Resources, LLC
OAR	Oregon Administrative Rules

## 1.0 Introduction

Wagon Trail Energy Center, LLC c/o NextEra Energy Resources, LLC (Applicant) proposes to construct and operate the Wagon Trail Solar Project (Facility), a solar energy generation facility and related or supporting facilities in Morrow County, Oregon. This Exhibit A was prepared to meet the submittal requirements in Oregon Administrative Rules (OAR) 345-021-0010(1)(a).

## 2.0 Applicant and Contact Persons

*OAR 345-021-0010(1)(a) Information about the applicant and participating persons, including:*

*OAR 345-021-0010(1)(a)(A) The name and address of the applicant including all co-owners of the proposed facility, the name, mailing address, email address and telephone number of the contact person for the application, and if there is a contact person other than the applicant, the name, title, mailing address, email address and telephone number of that person.*

### **Name and Address of Applicant:**

Wagon Trail Energy Center, LLC c/o NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408

### **Contact Persons Other than Applicant:**

David Lawlor  
Director of Development  
Wagon Trail Energy Center, LLC 700 Universe Boulevard  
Juno Beach, FL 33408  
(587) 956-0081  
david.lawlor@nexteraenergy.com

## 3.0 Participating Entities

*OAR 345-021-0010(1)(a)(B) The contact name, mailing address, email address and telephone number of all participating persons, other than individuals, including but not limited to any parent corporation of the applicant, persons upon whom the applicant will rely for third-party permits or approvals related to the facility, and, if known, other persons upon whom the applicant will rely in meeting any facility standard adopted by the Council.*

The Applicant is a subsidiary of NextEra Energy Resources, LLC (NextEra).

**Parent Company:**

NextEra Energy Resources, LLC  
FEW/JB  
700 Universe Boulevard  
Juno Beach, FL 33408

**Contact Name, Mailing Address, Email Address, and Telephone Number:**

Sara Twitchell  
Project Manager  
NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
(503) 860-9076  
Sara.twitchell@nexteraenergy.com

**Contact persons other than the Applicant:**

Carrie Konkol  
Tetra Tech, Inc.  
1750 S Harbor Way, Suite 400  
Portland, OR 97213  
(503) 721-7225  
carrie.konkol@tetrattech.com

## 4.0 Owner Information

*(D) If the applicant is a wholly owned subsidiary of a company, corporation or other business entity, in addition to the information required by paragraph (C), the full name and business address of each of the applicant's full or partial owners.*

As noted above, the Applicant is a subsidiary of NextEra. NextEra is a subsidiary of NextEra Energy. The parent company names and business addresses are as follows:

NextEra Energy Resources, LLC  
FEW/JB  
700 Universe Boulevard  
Juno Beach, FL 33408

NextEra Energy  
700 Universe Boulevard  
Juno Beach, FL 33408  
<http://www.nexteraenergy.com/>

## 5.0 Limited Liability Company Information

OAR 345-021-0010(1)(a)(H) If the applicant is a limited liability company, it shall give:

(i) The full name, official designation, mailing address, email address and telephone number of the officer responsible for submitting the application;

(ii) The date and place of its formation;

(iii) A copy of its articles of organization and its authorization for submitting the application; and

(iv) In the case of a limited liability company not registered in Oregon, the name and address of the resident attorney-in-fact in this state and proof of registration to do business in Oregon.

The Applicant is a limited liability company. The officer responsible for submitting the Notice of Intent prior to the Application for Site Certificate was as follows:

David Lawlor  
 Project Director  
 Wagon Trail Energy Center, LLC 700 Universe Boulevard  
 Juno Beach, FL 33408

Wagon Trail Energy Center, LLC was organized and acknowledged by the Oregon Secretary of State on August 26, 2020, in Salem, Oregon. The articles of organization and authorization for submitting the Notice of Intent are provided in Attachment A-1. Wagon Trail Energy Center, LLC is registered in Oregon; therefore, information for the resident attorney-in-fact is not required.

## 6.0 Submittal Requirements and Approval Standards

### 6.1 Submittal Requirements

**Table A-1. Submittal Requirements Matrix**

Requirement	Location
OAR 345-021-0010(1)(a) Exhibit A. Information about the applicant and participating persons, including:	-
(A) The name and address of the applicant including all co-owners of the proposed facility, the name, mailing address, email address and telephone number of the contact person for the application, and if there is a contact person other than the applicant, the name, title, mailing address, email address and telephone number of that person.	Section 2.0

<b>Requirement</b>	<b>Location</b>
(B) The contact name, mailing address, email address and telephone number of all participating persons, other than individuals, including but not limited to any parent corporation of the applicant, persons upon whom the applicant will rely for third-party permits or approvals related to the facility, and persons upon whom the applicant will rely in meeting any facility standard adopted by the Council.	Section 3.0, Section 4.0
(C) If the applicant is a corporation, it shall give:	-
(i) The full name, official designation, mailing address, email address and telephone number of the officer responsible for submitting the application;	N/A
(ii) The date and place of its incorporation;	N/A
(iii) A copy of its articles of incorporation and its authorization for submitting the application; and	N/A
(iv) In the case of a corporation not incorporated in Oregon, the name and address of the resident attorney-in-fact in this state and proof of registration to do business in Oregon.	N/A
(D) Owner Information if Subsidiary	Section 4.0
(E) Association/Joint-Venture Information	-
(i) The full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the application;	N/A
(ii) The name, business address and telephone number of each person participating in the association, joint venture or partnership and the percentage interest held by each;	N/A
(iii) Proof of registration to do business in Oregon;	N/A
(iv) A copy of its articles of association, joint venture agreement or partnership agreement and a list of its members and their cities of residence; and	N/A
(v) If there are no articles of association, joint venture agreement or partnership agreement, the applicant shall state that fact over the signature of each member.	N/A
(F) Public/Government Entity Information	-
(i) The full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the application; and	N/A
(ii) Written authorization from the entity's governing body to submit an application.	N/A
(G) If the applicant is an individual, the individual shall give his or her mailing address and telephone number.	N/A
(H) Limited Liability Company Information	-
(i) The full name, official designation, mailing address, email address and telephone number of the officer responsible for submitting the application;	Section 5.0
(ii) The date and place of its formation;	Section 5.0
(iii) A copy of its articles of organization and its authorization for submitting the application; and	Attachment A-1



<b>Requirement</b>	<b>Location</b>
(iv) In the case of a limited liability company not registered in Oregon, the name and address of the resident attorney-in-fact in this state and proof of registration to do business in Oregon.	Section 5.0

## **6.2 Approval Standards**

OAR 345 Division 22 does not provide an approval standard specific to Exhibit A.

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# **Attachment A-1. Articles of Incorporation**

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**Wagon Trail Energy Center, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408**

September 19, 2023

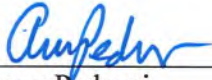
Oregon Department of Energy  
550 Capital Street NE, First Floor  
Salem, OR 97301

**RE: Wagon Trail Solar Project – Wagon Trail Energy Center, LLC Authorization  
to Submit Application for Site Certificate**

To Whom it May Concern:

The Wagon Trail Solar Project (“Facility”) is a proposed solar photovoltaic energy generation facility with a generating capacity of approximately 500 megawatts. This letter is to confirm that that the applicant, Wagon Trail Energy Center, LLC, a wholly-owned indirect subsidiary of NextEra Energy Resources, LLC, authorizes submission of the Application for Site Certificate for the Facility.

Sincerely,



---

Anthony Pedroni  
Vice President  
Wagon Trail Energy Center, LLC

# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WAGON TRAIL ENERGY CENTER, LLC" AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*CERTIFICATE OF FORMATION, FILED THE FIFTEENTH DAY OF MAY, A.D. 2023, AT 4:05 O`CLOCK P.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "WAGON TRAIL ENERGY CENTER, LLC".*



  
Jeffrey W. Bullock, Secretary of State

7462594 8100H  
SR# 20233680389

Authentication: 204326916  
Date: 10-06-23

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**STATE OF DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE OF FORMATION  
OF**

**WAGON TRAIL ENERGY CENTER, LLC**

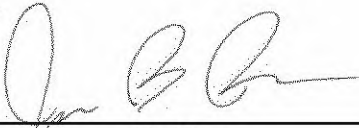
The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the laws of the State of Delaware (including Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

**FIRST:** The name of the limited liability company (hereinafter called the "limited liability company") is **Wagon Trail Energy Center, LLC**.

**SECOND:** The address of the registered office and the name and address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are:

NextEra Registered Agency, LLC  
1100 N. Market Street, 4<sup>th</sup> Floor  
Wilmington, Delaware 19890

Executed this 15<sup>th</sup> day of May, 2023.

  
By: Jason B. Pear  
An Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
WAGON TRAIL ENERGY CENTER, LLC**

This Limited Liability Company Agreement of Wagon Trail Energy Center, LLC, a Delaware limited liability company, is made and entered into on May 15, 2023, by ESI Energy, LLC, a Delaware limited liability company, as the original Member.

The Member has authorized the execution of a Certificate of Formation of the Company and the filing thereof with the Secretary of State of the State of Delaware for the purpose of forming the Company as a limited liability company pursuant to and in accordance with the Act (as hereinafter defined).

Accordingly, the Member hereby agrees as follows:

**ARTICLE I - DEFINITIONS**

Except as otherwise expressly provided herein, or unless the context otherwise requires, capitalized terms not otherwise defined shall have the meaning set forth in this Article I when used herein, as follows:

**“Act”** - The Delaware Limited Liability Company Act (6 Del. C. section 18-101, et. seq.) as amended from time to time.

**“Agreement”** – This Limited Liability Company Agreement, including exhibits and attachments (if any), as originally executed and as may be subsequently amended from time to time.

**“Certificate”** - The Certificate of Formation of the Company, as adopted and amended from time to time by the Member.

**“Company”** – Wagon Trail Energy Center, LLC, a Delaware limited liability company formed under and pursuant to the Act and other relevant laws of the State of Delaware, and owned and operated pursuant to the terms of this Agreement.

**“Electronic Transmission”** - Any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

**“Limited Liability Company Interest”** – Means a Member's share of the profits and losses of a limited liability company and a Member's right to receive distributions of the limited liability company's assets.

**“Member”** - The Person signatory hereto and any other Person who may subsequently be admitted as a Member of the Company pursuant to the terms of this Agreement. The singular term “Member” as defined herein shall also include the plural term “Members”, if applicable.



**“Officer”** - Any individual appointed by the Member to serve as an officer of the Company, which individual shall be assigned a title and shall have the right, power, and authority to manage and oversee the day-to-day operations of the Company as set forth in Article VIII hereof. The singular term “Officer” as defined herein shall also include the plural term “Officers”, if applicable.

**“Person”** - Means a natural person, partnership (whether general or limited), limited liability company, trust (including a common law trust, business trust, statutory trust, voting trust or any other form of trust), estate, association (including any group, organization, co-tenancy, plan, board, council or committee), corporation, government (including a country, state, county or any other governmental subdivision, agency or instrumentality), custodian, nominee or any other individual or entity (or series thereof) in its own or any representative capacity, in each case, whether domestic or foreign. The singular term “Person” as defined herein shall also include the plural term “Persons”, if applicable.

## **ARTICLE II - ORGANIZATION OF THE COMPANY**

Section 2.1 Name. The name of the limited liability company is “Wagon Trail Energy Center, LLC”.

Section 2.2 Certificate of Formation. Jason B. Pear was authorized by the Member to execute and cause the Certificate of Formation to be filed and is an authorized person within the meaning of the Act. Jason B. Pear has executed the Certificate of Formation and caused the Certificate to be filed with the Secretary of State of the State of Delaware and, upon the filing thereof, the Company was formed. Upon the formation of the Company, the powers of Jason B. Pear as an authorized person ceased and the Member thereupon became, and is hereby designated as, an authorized person within the meaning of the Act.

Section 2.3 Qualification. The Company, acting through the Member or acting through any of the Company’s Officers, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any and all jurisdictions in which the Company may wish to conduct business.

Section 2.4 Purpose; Powers. The purpose for which the Company is formed is the transaction of any or all lawful business for which a limited liability company may be formed under the Act. The Company shall have all powers, which are provided to a limited liability company under the Act, which are related to such purpose and necessary, convenient or advisable to accomplish such purpose.

Section 2.5 Term. The term of the Company commenced on the date of filing of the Certificate and shall continue until the Company is dissolved. The Company shall continue as a separate legal entity until the cancellation of the Certificate of Formation.

Section 2.6 Principal Place of Business. The principal place of business of the Company shall be located at 700 Universe Boulevard, Juno Beach, Florida 33408, or at such other location or locations as may hereafter be determined by the Member.

Section 2.7 Registered Agent. The name and address of the registered agent of the Company in the State of Delaware is:

NextEra Registered Agency, LLC  
1100 N. Market Street  
4th Floor  
Wilmington, DE 19890

The Member may, in its sole and absolute discretion, change the registered agent to another Person who qualifies as a registered agent under the Act.

### **ARTICLE III - MEMBERSHIP**

Section 3.1 Member. There shall be at least one Member of the Company. The name and mailing address of the Member is as follows:

<u>Name</u>	<u>Address</u>
ESI Energy, LLC	700 Universe Blvd Juno Beach, Florida 33408

Section 3.2 Meetings; Actions by Written Consent. The Member may conduct meetings by means of conference telephone or other communications equipment so long as all Persons participating in the meeting can hear one another. On any matter that is to be voted on, consented to or approved by the Member, action may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by the Member having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the Member entitled to vote thereon was present and voted. A consent transmitted by Electronic Transmission by the Member or by a Person authorized to act on behalf of the Member shall be deemed to be written and signed for purposes of this Section.

Section 3.3 Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights to any income or profit derived from any such other business venture of the Member.

Section 3.4 Action with Respect to Ownership of Other Entities. Unless otherwise determined by the Member, the President, any Vice President and the Treasurer of the Company shall each have the power to vote and to otherwise act on behalf of the Company, in person or by proxy, at any meeting of holders, or with respect to any action of holders, of any other domestic or foreign corporation, limited liability company or partnership in which the Company may hold securities, membership or other ownership interests and otherwise to exercise any and all rights and powers that the Company may possess by reason of its ownership of interests in such other entity.

## **ARTICLE IV - LIMITED LIABILITY**

Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

## **ARTICLE V - CAPITAL**

Section 5.1 Capital Contributions. The Member is deemed admitted as the Member of the Company upon Member's execution and delivery of this Agreement. The Member has contributed \$100.00 to the Company.

Section 5.2 Additional Capital Contributions. The Member is not required to make additional capital contributions to the Company. However, the Member may make additional capital contributions to the Company in its discretion.

## **ARTICLE VI - DISTRIBUTIONS TO MEMBER**

Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding the preceding sentence or any other provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

## **ARTICLE VII - MANAGEMENT**

Section 7.1 Member Management. In accordance with Section 18-402 of the Act, management of the Company shall vest in the Member.

Section 7.2 Management Rights and Authority. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware to the extent such powers are consistent with the terms of this Agreement and are appropriate or useful in carrying out the purposes of the Company as set forth in this Agreement, including, without limitation, the power:

- (i) To borrow money and, as security therefor, to mortgage, pledge or otherwise encumber any and all assets of the Company, including the rights of the Company under any agreements;
- (ii) To cause to be paid all amounts due and payable by the Company to any Person and to collect all amounts due to the Company; and to make contributions to subsidiaries of the Company to be used to pay amounts due or to become due and payable by the subsidiaries;

- (iii) To employ or cause a subsidiary of Company to employ such agents, employees, managers, accountants, attorneys, consultants and other Persons, necessary or appropriate to carry out the business and affairs of the Company or subsidiary, and to pay such fees, expenses, salaries, wages and other compensation to such Person as the Member shall determine;
- (iv) To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as the Member may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company or any subsidiary thereof;
- (v) To pay any and all fees and to make any and all expenditures which the Member deems necessary or appropriate in connection with the organization of the Company and subsidiaries, the management of the affairs of the Company and subsidiaries and the carrying out of its obligations and responsibilities under this Agreement and the Act, and to enforce all rights of the Company;
- (vi) To take all actions, undertake all obligations and responsibilities and exercise all rights and privileges which the Company, as the member, shareholder or partner of any subsidiary, has under its organizational documents and the law under which such subsidiary is organized, including, but not limited to, making, on behalf of the Company, contributions to and accepting on behalf of the Company, distributions from subsidiaries;
- (vii) To prosecute, protect and defend or cause to be protected and defended all patents, patent rights, trade names, trademarks and service marks, and all applications with respect thereto, which may be held by the Company or a subsidiary thereof and to take all reasonable and necessary actions to protect the secrecy of and the proprietary rights with respect to any trade secrets, know-how, secret processes or other proprietary information and to prosecute and defend all rights of the Company or a subsidiary in connection therewith;
- (viii) To enter into, execute, acknowledge and deliver any and all contracts, agreements or other instruments necessary or appropriate to carry on the business of the Company as set forth herein;
- (ix) To cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Company, or that arise as a result of the activities of the Company, unless the same are contested by the Company in good faith;
- (x) To file all applications by the Company for, or accept, necessary permits, licenses and other governmental approvals, or any amendment to or withdrawal or termination of such applications or governmental approvals;

- (xi) To establish and maintain one or more accounts for the Company in such financial institutions as the Member may from time to time designate pursuant to the Company's banking resolutions;
- (xii) To make distributions to the Member;
- (xiii) To cause the Company to make or revoke any of the elections under the United States Internal Revenue Code of 1986, as amended, that are made at the Company level and to cause the Company to request and obtain interpretative or exemptive advice and orders from federal and state regulatory authorities;
- (xiv) To maintain liability and casualty insurance in amounts and with coverages consistent with prudent commercial standards and with insurers of recognized responsibility;
- (xv) To invest funds not immediately needed in the operation of the business;
- (xvi) To borrow funds from the Member or any of Member's affiliates;
- (xvii) To acquire and dispose of real, personal, intangible and mixed property and interests herein; and
- (xviii) To appoint Officers who shall manage the Company.

### **ARTICLE VIII – OFFICERS**

The Member may, from time to time as it deems advisable, appoint Officers of the Company and assign in writing titles (including without limitation President, Vice President, Secretary, and Treasurer) to any such Officer. Unless otherwise determined by the Member, the Officers shall have the power to bind the Company in all transactions, subject to contrary provisions or limitations in this Agreement or action by the Member. The Member may delegate its powers and authorities to any of these Officers or other authorized representatives. The Officers of the Company shall be each of the persons listed below opposite the offices to which he or she is hereby appointed, to serve as such until his or her successor shall have been appointed or until his or her earlier resignation, retirement, removal from office, or death.

<u>Name:</u>	<u>Title:</u>
Matthew Roskot	President
Christopher H. Zajic	Vice President & Treasurer
Michael H. Dunne	Vice President
John Di Donato	Vice President
Matthew S. Handel	Vice President
Anthony Pedroni	Vice President
Vincent J. Scrima	Vice President
Charlotte B. Anderson	Secretary
Jason B. Pear	Assistant Secretary
Angela Ewers	Assistant Secretary

## **ARTICLE IX - EXCULPATION AND INDEMNIFICATION**

Section 9.1 Exculpation. Neither the Member nor any Officer shall be liable to the Company, or to any other Person who is a party to or otherwise bound by this Agreement, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member or Officer by this Agreement, except that the Member or Officer shall be liable for any such loss, damage or claim incurred by reason of its, his or her willful misconduct.

Section 9.2 Indemnification. To the full extent permitted by applicable law and this Agreement, the Member and each Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member or Officer by this Agreement, except that neither the Member nor the Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by it, him or her by reason of willful misconduct with respect to such acts or omissions; *provided, however,* that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof. The Company may purchase and maintain insurance on behalf of any Member or Officer against any liability asserted and incurred by any Member or Officer to the extent the Company would have the power to indemnify them against such liability under the provision of this Agreement and the laws of Delaware.

## **ARTICLE X - RESIGNATION AND ASSIGNMENTS**

Section 10.1 Resignation of Member. The Member may resign from the Company as provided in this Section and upon satisfaction of the provisions of this Section. If the Member is permitted to resign pursuant to this Article, such resignation shall not be effective until a new Member shall be admitted to the Company in the place and stead of the resigning Member. Any admission shall be deemed effective when such new Member shall have executed an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, at which time the resigning Member shall cease to be a Member of the Company. A resignation will not result in dissolution of the Company.

Section 10.2 Assignment of Limited Liability Company Interest. The Member may assign its Limited Liability Company Interest in the Company in whole or in part, and such an assignment will not dissolve the Company. If the Member transfers its entire Limited Liability Company Interest pursuant to this Section, the transferee shall be admitted to the Company as the Member and shall exercise all the rights and powers of the transferor Member (the "Transferor") upon the execution by the transferee of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective upon such execution, and, immediately following such admission, the Transferor shall cease to be the Member. A pledge of, grant of security interest in, lien against, or other encumbrance in or against any or all of a Member's Limited Liability Company Interest shall neither cause the Member to cease to be a Member nor to cease to have the power to exercise any rights or powers of a Member.

## **ARTICLE XI – DISSOLUTION/BANKRUPTCY**

Section 11.1 Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member, (b) the dissolution of the Member or the occurrence of any other event which involuntarily terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act and this Agreement, or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

In the event of any occurrence resulting in the termination of the continued membership of the last remaining Member of the Company, the personal representative of the last remaining Member (or any other Person designated by such personal representative) shall be obligated to agree in writing to continue the Company and to the admission of such personal representative or designated Person as a Member of the Company and such Person shall automatically be admitted as a Member of the Company, effective as of the occurrence of the event resulting in the termination of the continued membership of the last remaining Member.

In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

Section 11.2 Bankruptcy. The bankruptcy or other event described in Section 18-304 of the Act with respect to the Member will not cause such Member to cease to be a Member of the Company and, upon the occurrence of such an event, the business of the Company shall continue without dissolution.

## **ARTICLE XII - MISCELLANEOUS**

Section 12.1 Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

Section 12.2 Amendments. This Agreement may not be modified, altered, supplemented, or amended except pursuant to a written agreement executed and delivered by the Member.

Section 12.3 Severability. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement, which are valid, enforceable, and legal.

Section 12.4 Status Under the Uniform Commercial Code. Limited Liability Company Interests shall be deemed to be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware. The Limited Liability Company Interests are not evidenced by certificates, and will not be evidenced by certificates. The Company is not authorized to issue certificated interests. The Company will keep a register of Limited Liability Company Interests, in which it will record all transfers of Limited Liability Company Interests.

Section 12.5 Governing Law. The terms of this Agreement and the laws of the State of Delaware (without regard to principles of conflicts of law) shall govern the operation of this Company. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Act, such mandatory provisions of the Act shall be controlling.

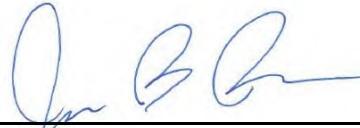
Section 12.6 Headings. The captions, definitions, and table of contents in this Agreement are inserted solely for convenience of reference and shall not affect its interpretation and in no way define or describe the scope of the Agreement or the intent of any provisions thereof.

**[SIGNATURE APPEARS ON NEXT PAGE]**



IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement on the day and year first written above.

ESI ENERGY, LLC, Sole Member

By:   
\_\_\_\_\_  
Jason B. Pear  
Assistant Secretary

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