EXHIBIT A

APPLICANT INFORMATION

OAR 345-021-0010(1)(a)

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ATTACHMENT

A-1  Operating Agreement, Articles of Authorization, and Proof of Registration
A.1 APPLICANT AND CONTACT PERSON

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.

Response:

Applicant:
EC&R Development, LLC
353 North Clark Street, 30th Floor
Chicago, IL 60654

Contact persons, mailing address, email address, and telephone number:

Michael Greczyn
319 NW Washington St.
Suite 800
Portland, OR 97204
michael.greczyn@eon.com
(512) 419-8569

Contact persons other than the Applicant:

Carrie Konkol
Project Manager
CH2M HILL
2020 SW 4th Avenue, Suite 300
Portland, OR 97201
carrie.konkol@ch2m.com
(503) 872-4734

Tim McMahan
Partner
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204-1268
TLMCMAHAN@stoel.com
(503) 294-9517

A.2 PARTICIPATING ENTITIES

OAR 345-021-0010(1)(a)(B) The contact name, 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.
Response:

Parent corporation:

The Applicant is a wholly owned subsidiary of E.ON Climate & Renewables North America Inc., which is in turn a subsidiary of E.ON AG, a publicly traded global energy company headquartered in Dusseldorf, Germany. E.ON Climate and Renewables North America is headquartered in Chicago, Illinois, with offices in Austin, Texas; Denver, Colorado; and Portland, Oregon. The Applicant is the sole owner of the proposed Facility. The complete information is as follows:

E.ON Climate & Renewables North America Inc.
353 North Clark Street, 30th Floor
Chicago, IL 60654
(312) 923-9463

Contact name, mailing address, email address, and telephone number:

Lisa Gonzalez
353 North Clark Street, 30th Floor
Chicago, IL 60654
lisa.gonzalez@eon.com
(312) 245-3035

A.3 CORPORATION STATUS

OAR 345-021-0010(1)(a)(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;

(ii) The date and place of its incorporation;

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

(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.

Response: The Applicant is a limited liability company (LLC), not a corporation. Please refer to Section A.6 below.

A.4 OWNERSHIP

OAR 345-021-0010(1)(a)(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), it shall give the full name and business address of each of the applicant’s full or partial owners.

Response: The Applicant is a wholly owned subsidiary of E.ON Climate & Renewables North America Inc. The address is as follows:

E.ON Climate & Renewables North America Inc.
353 North Clark Street, 30th Floor
Chicago, IL 60654
A.5 ADDITIONAL APPLICANT INFORMATION

OAR 345-021-0010(1)(a)(E) If the applicant is an association of citizens, a joint venture or a partnership, it shall give: (i) the full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the application; (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; (iii) proof of registration to do business in Oregon; (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 (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.

Response: This OAR is not applicable because the Applicant is not an association of citizens, a joint venture, or a partnership.

OAR 345-021-0010(1)(a)(F) If the applicant is a public or governmental entity, it shall give: (i) The full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the application; and (ii) Written authorization from the entity’s governing body to submit an application.

Response: This OAR is not applicable because the Applicant is not a public or governmental entity.

OAR 345-021-0010(1)(a)(G) If the applicant is an individual, the individual shall give his or her mailing address, email address and telephone number.

Response: This OAR is not applicable because the Applicant is not an individual.

A.6 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 incorporation 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 and a wholly owned subsidiary of E.ON Climate & Renewables North America Inc., the parent corporation. Specific responses are provided below.

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

The officer responsible for submitting the Application for Site Certificate (ASC) is as follows:

Patrick Woodson
Chief Development Officer
812 San Antonio Street, Suite 201
Austin, TX 78701
(512) 477-7024

(ii) The date and place of its formation;
The Applicant was formed as a limited liability company in the State of Delaware on April 8, 2008, and was registered to do business in Oregon on June 5, 2009.

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

The operating agreement and articles of authorization for submitting the NOI and this ASC are contained in the Amended and Restated Operating Agreement of EC&R Development, LLC, dated July 11, 2008, provided in Attachment A-1.

(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 registered with the Oregon Secretary of State as a Foreign Limited Liability Company under registry number 607764-90, originally filed on June 5, 2009 (see Attachment A-1). The registered agent for the Applicant in Oregon is as follows:

C T Corporation System
388 State Street, Suite 420
Salem, OR 97301

Attachment A-1 provides proof of registration to do business in Oregon.
ATTACHMENT A-1

Operating Agreement, Articles of Authorization, and Proof of Registration
AMENDED AND RESTATED OPERATING AGREEMENT

OF

EC&R DEVELOPMENT, LLC,

a Delaware limited liability company
AMENDED AND RESTATED OPERATING AGREEMENT

OF

EC&R DEVELOPMENT, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT is made as of the 11th day of July, 2008 (the “Effective Date”) by EC&R Development, LLC, a Delaware limited liability company, and E.ON Climate & Renewables North America Inc., a Delaware corporation (“Member” and “Manager”).

RECITALS

A. The Company was formed, effective as of April 3, 2008 (the “Date of Formation”), as a result of the filing of its Certificate of Formation with the Delaware Secretary of State pursuant to the Act (as defined below), with E.ON Climate & Renewables North America Inc., a Delaware corporation, as its sole member.

B. The Operating Agreement of the Company, dated on or about the Date of Formation (the “Prior Operating Agreement”), was executed by E.ON Climate & Renewables North America Inc., as the sole member of the Company.

C. The Company and the Member desire to amend and restate the Prior Operating Agreement in its entirety to clarify the activities in which the Company is permitted to engage under this Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby amends and restates the Prior Operating Agreement in its entirety as follows:

ARTICLE 1
DEFINITIONS

The following terms used in this Operating Agreement shall have the meanings set forth below (unless otherwise expressly provided herein):

(a) “Act” shall mean the version of the Limited Liability Company Act adopted by the State of Delaware, as amended from time to time.

(b) “Company” shall refer to EC&R Development, LLC, a Delaware limited liability company.

(c) “Entity” shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, estate, business trust, cooperative or association.
(d) "Operating Agreement" shall mean this Amended and Restated Operating Agreement as originally executed and as amended from time to time.

(e) "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

(f) "Prior Operating Agreement" shall have the meaning set forth in the recitals hereto.

ARTICLE 2
FORMATION OF COMPANY

2.1. Formation. On April 3, 2008, the Company was organized as a Delaware limited liability company under and pursuant to the Act.

2.2. Name. The name of the Company is EC&R Development, LLC, or such other name or names as the Manager may designate from time to time.

2.3. Principal Place of Business. The principal place of business of the Company within the State of Illinois shall be at 401 N. Michigan Avenue, Suite 1720, Chicago, Illinois 60611. The Company may locate its places of business and registered office at any other place or places as the Member holding a majority in interest may from time to time deem advisable.

2.4. Registered Office and Registered Agent. The Company's registered office shall be Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and the name of its initial registered agent at such address shall be Corporation Service Company.

2.5. Articles of Organization. The Certificate of Formation is hereby adopted and incorporated by reference in this Operating Agreement. In the event of any inconsistency between the Certificate of Formation and this Operating Agreement, the terms of the Certificate of Formation shall govern.

2.6. Term. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.7. Opt-in to UCC Article 8; Certificates Representing Ownership of Membership Interests. All membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware. Such membership interests shall be evidenced by certificates in the form attached hereto as Exhibit B. Such certificates representing ownership of membership interests in the Company may be executed and delivered by the Secretary of the Company (or the Manager, if no Secretary is appointed) on behalf of the Company, shall be in the name of the Company, shall set forth the name of the Member and the number and class, if any, of any membership interest owned or held by each such Member and shall bear the following legend: "This certificate
evidences an interest in EC&R Development, LLC and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware and, to the extent permitted by applicable law, each other applicable jurisdiction.” All certificates shall be consecutively numbered or otherwise identified. This provision shall not be amended, and any purported amendment to this provision, shall be null and void.

2.8. **Legend.** In addition to the legend required by Section 2.7, until (a) the securities representing ownership of membership interests in the Company are effectively registered under the Securities Act of 1933, as amended, or (b) the holder of such securities delivers to the Company a written opinion of counsel of such holder to the effect that such legend is no longer necessary under the Securities Act of 1933, as amended, the Company will cause each certificate representing its securities to be stamped or otherwise imprinted with the following legend:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAW OF ANY STATE. SUCH MEMBERSHIP INTEREST MAY NOT BE SOLD OR TRANSFERRED UNLESS SUBSEQUENTLY REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

**ARTICLE 3**

**BUSINESS OF THE COMPANY**

3.1. **Permitted Businesses.** Any and all lawful acts or activities for which limited liability companies may be formed under the Delaware Limited Liability Act, including but not limited to the buying, holding, and selling of real property.

**ARTICLE 4**

**BOOKS, RECORDS, AND ACCOUNTING**

4.1. **Books and Records.** The Manager shall maintain books of account that accurately record all items of income and expenditure relating to the business of the Company and that accurately and completely disclose the results of the operations of the Company. Such books of account shall be maintained on the method of accounting selected by the Manager.

4.2. **Bank Accounts.** The Manager shall establish and maintain one or more separate accounts in the name of the Company in one or more federally insured banking institutions of its choosing into which shall be deposited all funds of the Company and from which all Company expenditures and other disbursements shall be made. Funds may be withdrawn from such accounts on the signature of such Person or Persons that the Manager shall from time to time determine.

4.3. **Member.** Exhibit A contains the names of the members of the Company. The Manager shall maintain the membership records of the Company and shall update Exhibit A as membership in the Company may change from time to time.
4.4 **Distributions.** The Company may make distributions as determined by the Manager from time to time in accordance with this Agreement; provided, however, that no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of the liabilities of the Company and such distribution does not violate the Act or other applicable law. The Member may, at its sole discretion, elect to receive a distribution from assets other than cash.

**ARTICLE 5**
**MANAGEMENT**

The business and affairs of the Company shall be managed by the Manager. The Manager shall be E.ON Climate & Renewables North America Inc.

**ARTICLE 6**
**OFFICERS**

6.1. **Number.** The Officers of the Company shall be a President and any number of Vice Presidents or other officers (each an “Officer” and collectively “Officers”) as may be elected by the Manager. Any two or more offices may be held by the same person.

6.2. **Election and Term of Office.** The Officers of the Company shall be elected or appointed by the Manager. Vacancies may be filled or new offices created and filled by the Manager. Each Officer shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an Officer shall not of itself create contract rights.

6.3. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Manager for the unexpired portion of the term.

6.4. **Removal.** Any Officer elected or appointed by the Manager may be removed by the Manager whenever in its judgment the best interests of the Company would be served thereby.

6.5. **President.** The President shall be the principal officer of the Company. Subject to the direction and control of the Manager, he shall be in charge of the business of the Company; he shall see that the resolutions and directions of the Manager are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Manager; and, in general, he shall discharge all duties as may be prescribed by the Manager from time to time. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Company or a different mode of execution is expressly prescribed by the Manager or this Operating Agreement, he may execute for the Company any contracts, deeds, mortgages, bonds, or other instruments which the Manager has authorized to be executed, and he may accomplish such execution either individually or with any other officer thereof unto authorized by the Manager according to the requirements of the form of
the instrument. He may vote all securities which the Company is entitled to vote except as to the extent such authority shall be vested in a different officer or agent of the Company by the Manager.

6.6. The Vice Presidents. The Vice President (or in the event there be more than one Vice President, each of the Vice Presidents) shall assist the President in the discharge of his duties as he may direct, and shall perform such other duties as from time to time may be assigned to him by the President or by the Manager. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Manager, or if the Manager has not made such a determination, or in the absence of any designation, then in the order of seniority of tenure as Vice President) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Company or a different mode of execution is expressly prescribed by the Manager or this Operating Agreement, the Vice President (or each of them if there are more than one) may execute for the Company any contracts, deeds, mortgages, bonds or other instruments, which the Manager has authorized to be executed, and he may accomplish such execution either individually or with any other officer thereunto authorized by the Manager according to the requirements of the form of the instrument.

6.7. Secretary. The Secretary shall have the custody and charge of the limited liability records of the Company and shall certify any proceedings of the Member or Manager when required. In the absence of the Secretary at any such meeting, a temporary secretary shall be chosen who shall record the proceedings of the meeting in the aforesaid books.

6.8. Salaries. The salaries and other compensation of the Officers shall be fixed from time to time by the Manager.

6.9. Indemnification of Officers.

(a) To the greatest extent allowed by the Act, the Officers shall not be liable to the Member because any taxing authorities disallow or adjust income, deduction or credits in the Company tax returns. Furthermore, the Officers shall not have any liability for the repayment of the capital contributions of the Member. In addition, the doing of any act or the omission to do any act by the Officers the effect of which may cause or result in loss or damage to the Company, if done in good faith and otherwise in accordance with the terms of this Operating Agreement, shall not subject the Officers or their successors and assigns to any liability to the greatest extent allowed by the Act. To the greatest extent allowed by the Act, the Company will indemnify and hold harmless the Officers and their successors, delegatees and assigns from any claim, loss, expense, liability, action or damage resulting from any such act or omission, including, without limitation, reasonable costs and expenses of litigation and appeal of such litigation (including reasonable fees and expenses of attorneys engaged by any of the Officers in defense of such act or omission), but the Officers shall not be entitled to be indemnified or held harmless due to, or arising from, their fraud, gross negligence, bad faith or willful malfeasance. The foregoing indemnification is limited to the assets of the Company, and
nothing contained herein is intended to create personal liability for the Member or Manager.

(b) The Company may purchase and maintain insurance on behalf of any Person who is or was an Officer, employee, or agent of the Company, or who is or was serving at the request of the Company as a director, Member, Manager, officer, trustee, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against the Person and incurred by the person in any capacity, or arising out of the Person's status as such, whether or not the Company would have the power to indemnify the Person against the liability under the provisions of this Section 6.9.

ARTICLE 7
RIGHTS AND OBLIGATIONS OF MEMBER

7.1. Limitation of Liability. The Member's liability shall be limited as set forth herein and in the Act and other applicable law.

7.2. Company Debt Liability. The Member will not personally be liable for any debts or losses of the Company, except as provided in the Act.

ARTICLE 8
DISSOLUTION AND TERMINATION

8.1. Dissolution. The Company shall be dissolved upon the occurrence of any of the following events ("Dissolution Event"):

(a) the expiration of the term of the Company as provided in Section 2.6;

(b) by the written resolution of the Member;

(c) upon the death, retirement, resignation, bankruptcy, court declaration of incompetence with respect to, or dissolution of the Member or upon the occurrence of any other event that terminates the continued membership of the Member in the Company (a "Withdrawal Event");

(d) entry of a decree of judicial dissolution under Section 18-802 of the Act; or

(e) administrative dissolution under Section 18-801 of the Act.

8.2. Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

(a) to creditors, including the Member if it is a creditor, in the order of priority as provided by law;
(b) to the Member.

8.3. **Articles of Dissolution.** When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, articles of dissolution shall be executed in duplicate and verified by the Person signing the articles, which articles shall set forth the information required by the Act.

8.4. **Filing of Articles of Dissolution.**

(a) Duplicate originals of such articles of dissolution shall be delivered to the Delaware Secretary of State.

(b) Upon the filing of the articles of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act.

8.5. **Notice of Dissolution.** Within thirty (30) days of the happening of a Dissolution Event, the Manager shall give written notice thereof to all creditors of the Company, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business, and shall publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business.

**ARTICLE 9**

**MISCELLANEOUS PROVISIONS**

9.1. **Notices.** Any notice or communication required or permitted to be given by any provision of this Operating Agreement, including but not limited to any consents, shall be in writing and shall be deemed to have been given and received by the Person to whom directed (a) when delivered personally to such Person or to an officer or partner of the Person to which directed, (b) twenty-four (24) hours after transmitted by facsimile, evidence of transmission attached, to the facsimile number of such Person who has notified the Company and the Manager of its facsimile number, or (c) three (3) business days after being posted in the United States mails if sent by registered or certified mail, return receipt requested, postage and charges prepaid, or one (1) business day after deposited with overnight courier, return receipt requested, delivery charges prepaid, in either case addressed to the Person to which directed at the address of such Person as it appears in the records of the Company or such other address of which such Person has notified the Company and the Manager.

9.2. **Application of Delaware Law.** This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically, the Act.

9.3. **Construction.** Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa.
9.4. **Headings.** The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

9.5. **Severability.** If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

9.6. **Prior Operating Agreement.** This Operating Agreement amends and restates in its entirety the Prior Operating Agreement.
IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Operating Agreement as of the date first set forth above.

EC&R DEVELOPMENT, LLC

By: ____________________________
   Robert Bellingham
Title: Secretary

E.ON CLIMATE & RENEWABLES
NORTH AMERICA INC.
Its Member and Manager

By: ____________________________
   Robert Bellingham
Title: Secretary
EXHIBIT A

MEMBERS

THIS SCHEDULE MAY BE AMENDED FROM TIME TO TIME TO REFLECT THE ADDITION OF NEW MEMBERS, THE ISSUANCE OF NEW MEMBERSHIP INTERESTS, THE SALE OR EXCHANGE OF MEMBERSHIP INTERESTS, OR OTHER SHIFTS OF MEMBERSHIP INTERESTS PURSUANT TO THE OPERATING AGREEMENT OR A CHANGE OF ADDRESS OR FACSIMILE NUMBER OF A PERSON FOR WHICH NOTICE WAS GIVEN TO THE COMPANY PURSUANT TO THIS OPERATING AGREEMENT.

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Facsimile Number</th>
<th>Percentage Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.ON Climate &amp; Renewables North America Inc.</td>
<td>(312) 923-9463</td>
<td>100%</td>
</tr>
<tr>
<td>401 N. Michigan Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suite 1720</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60611</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTALS                                  |                  | 100%                |
EXHIBIT B

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAW OF ANY STATE. SUCH MEMBERSHIP INTEREST MAY NOT BE SOLD OR TRANSFERRED UNLESS SUBSEQUENTLY REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THIS CERTIFICATE EVIDENCES AN INTEREST IN EC&R DEVELOPMENT, LLC AND SHALL BE A SECURITY GOVERNED BY ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT FROM TIME TO TIME IN THE STATE OF DELAWARE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OTHER APPLICABLE JURISDICTION.

CERTIFICATE FOR MEMBERSHIP INTEREST

IN

EC&R DEVELOPMENT, LLC

Certificate No. [______]

The undersigned, as the Manager of EC&R DEVELOPMENT, LLC, a Delaware limited liability company (the “Company”), hereby certifies that [--------------------------] is the holder of a single membership interest representing 100% membership interest in the Company to the extent and as described in the Amended and Restated Operating Agreement of the Company, effective as of July 11, 2008, as amended and restated from time to time (the “Agreement”) (a copy of which is on file at the principal office of the Company).

This Certificate is not negotiable or transferable except by operation of law, or as otherwise provided in the Agreement, and any such transfer will be valid only upon delivery of this Certificate, together with an assignment in a form sufficient to convey an interest in a limited liability company pursuant to the Delaware Limited Liability Company Act, as it may be amended and in effect from time to time, or any successor statute thereto), duly executed, to the transferee Member of the Company.

Dated: [____________________]

EC&R DEVELOPMENT, LLC

By: E.ON CLIMATE & RENEWABLES NORTH AMERICA INC., Its Manager

By: ____________________________

Name: ___________________________

Title: ___________________________
EC&R DEVELOPMENT, LLC  
401 N MICHIGAN AVE STE 1720  
CHICAGO IL 60611

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed above. A copy of the filed documentation may be ordered for a fee of $5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document
APPLICATION FOR AUTHORITY

Filed On  
06/05/2009

Jurisdiction  
DELaware

Name  
EC&R DEVELOPMENT, LLC

Principal Place of Business  
401 N MICHIGAN AVE STE 1720  
CHICAGO IL 60611

Registered Agent  
C T CORPORATION SYSTEM  
388 STATE ST STE 420  
SALEM OR 97301

Mailing Address  
401 N MICHIGAN AVE STE 1720  
CHICAGO IL 60611
Application for Authority to Transact—Foreign Limited Liability Company

SECRETARY OF STATE
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327
FilingInOregon.com

REGISTRY NUMBER: 607764-90

Phone: (503) 986-2200
Fax: (503) 378-4381

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME EC&R Development, LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C."). Must be identical to the name on the Certificate of Existence. See #3.

2) STATE OR COUNTRY OF ORGANIZATION

Delaware

Date of Organization: 04/03/2008

3) CERTIFICATE OF EXISTENCE

☐ A certificate of existence, current within 60 days of delivery to this Division, authenticated by the official having custody of the organization, is attached.

☐ This limited liability company is not member managed.

☐ This limited liability company is managed by a single manager.

☐ This limited liability company is managed by multiple manager(s).

4) DURATION (Please check one.)

☐ Latest date upon which the Limited Liability Company is to dissolve is

☐ Duration shall be perpetual.

5) THIS FOREIGN LIMITED LIABILITY COMPANY SATISFIES THE REQUIREMENTS OF ORS 63.714(3).

6) NAME OF OREGON REGISTERED AGENT

C T Corporation System

7) REGISTERED AGENT’S PUBLICLY AVAILABLE ADDRESS (Must be an Oregon Street Address, which is identical to the registered agent’s business office.)

388 State Street

Suite 420

Salem, OR 97301

8) ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS

401 N. Michigan Ave., Suite 1720, Chicago, IL 60611

9) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES

401 N. Michigan Ave., Suite 1720, Chicago, IL 60611

10) IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED, CHECK ONE BOX BELOW.

☐ This limited liability company is managed by a single manager.

☐ This limited liability company is managed by multiple manager(s).

11) EXECUTION (At least one member or manager must sign.)

Signature

Printed Name

Title

12) CONTACT NAME (To resolve questions with this filing.)

LISA GONZALEZ

DAYTIME PHONE NUMBER (Include area code.)

312-245-3035

FEES

Required Processing Fee $50

Confirmation Copy (Optional) $5

Processing Fees are nonrefundable. Please make check payable to "Corporation Division.

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

You may verify this certificate online at corp.delaware.gov/authver.shtml
CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, KATE BROWN, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

A Limited Liability Company
organized under the laws of
Delaware
was authorized to transact business in Oregon
as
EC&R DEVELOPMENT, LLC
on
June 5, 2009.

I further certify that
EC&R DEVELOPMENT, LLC
is active on the records of the Corporation Division as of the date of this certificate.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

KATE BROWN, Secretary of State

By  
Mikelle Kemper
Mikelle Kemper
January 5, 2012