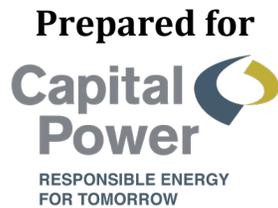


# Exhibit A

## Information About Applicant

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**Nolin Hills Wind Power Project  
February 2020**



**Nolin Hills Wind, LLC**

**Prepared by**



**Tetra Tech, Inc.**

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## Acronyms and Abbreviations

Applicant	Nolin Hills Wind, LLC
OAR	Oregon Administrative Rule
Project	Nolin Hills Wind Power Project

## 1.0 Introduction

Nolin Hills Wind, LLC (the Applicant) proposes to construct the Nolin Hills Wind Power Project (Project), a wind energy project with a nominal generating capacity of approximately 350 megawatts and up to 117 average megawatts of energy located in Umatilla County, Oregon. The Project comprises up to 116 wind turbine generators, depending on the turbine model selected and the final layout determined during the micrositing process. If larger turbines are selected, fewer turbines will be installed. The Project will interconnect to the regional grid via either a transmission line leading from the northern Project substation northwest to Cottonwood Substation in Hermiston, or a new 230-kilovolt transmission line to the proposed Bonneville Power Administration Stanfield Substation, north of the town of Nolin. Other Project components include electrical collection lines, substations, site access roads, one operations and maintenance building, meteorological data collection towers, and temporary construction yards. These facilities are all described in greater detail in Exhibit B.

Exhibit A provides contact information for the Project proponent and other entities assisting the Applicant in the permitting process, as required by Oregon Administrative Rule (OAR) 345-021-0010(1)(a) paragraphs (A) through (H). This exhibit provides evidence to support a demonstration of compliance with the Organizational Expertise standard of OAR 345-022-0010, which is addressed in detail in Exhibit D of this application.

## 2.0 Applicant Contact Information – OAR 345-021-0010(1)(a)(A)

*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;*

The Applicant is Nolin Hills Wind, LLC, a wholly-owned subsidiary of Element Power US, LLC. The controlling parent company of Nolin Hills Wind, LLC and Element Power US, LLC is Capital Power Corporation.

Name and mailing address of Applicant:

Nolin Hills Wind, LLC  
c/o Capital Power Corporation  
155 Federal Street, Suite 1200  
Boston, MA 02110

Nolin Hills Wind, LLC is a wholly owned subsidiary of Element Power US, LLC:

Element Power US, LLC  
c/o Capital Power Corporation  
155 Federal Street, Suite 1200  
Boston, MA 02110

Applicant contact persons with mailing address, email address, and telephone number:

Paul Wendelgass  
Managing Director, Business Development  
Nolin Hills Wind, LLC c/o Capital Power Corporation  
155 Federal Street, Suite 1200  
Boston, MA 02110  
(617) 330-1325  
PWendelgass@capitalpower.com

Contact Persons other than Applicant:

Linnea Fossum  
Tetra Tech, Inc.  
19803 North Creek Parkway  
Bothell, WA 98011  
(425) 482-7823  
linnea.fossum@tetrattech.com

Timothy L. McMahan  
Stoel Rives LLP  
760 SW Ninth Avenue, Suite 3000  
Portland, OR 97205  
(503) 294-9517  
Tim.McMahan@stoel.com

### **3.0 Other Participants – OAR 345-021-0010(1)(a)(B)**

*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, Nolin Hills Wind, LLC, is a wholly-owned subsidiary of Element Power US, LLC. The controlling parent company of Nolin Hills Wind, LLC and Element Power US, LLC is Capital Power Corporation.

Element Power US, LLC, is a wholly-owned subsidiary of Capital Power Investments LLC.

Capital Power Investments LLC  
155 Federal Street, Suite 1200  
Boston, MA 02110

Capital Power Investments LLC is a wholly-owned subsidiary of Capital Power Corporation.

Capital Power Corporation  
155 Federal Street, Suite 1200  
Boston, MA 02110

No other participants are anticipated, with the exception of the construction firm selected to build the Project, who may obtain third-party permits. The Applicant anticipates that these third-party permits may include permits for construction materials, transportation of materials to the site, and other building-related permits that are typically obtained immediately prior to construction activities. The Applicant anticipates that these permits will meet the facility standards adopted by the Oregon Energy Facility Siting Council.

## **4.0 Corporation Information – OAR 345-021-0010(1)(a)(C)**

*OAR 345-021-0010(1)(a)(C) If the applicant is a corporation:*

*(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;*

The Applicant is not a corporation. Therefore, this rule is not applicable.

## 5.0 Ownership – OAR 345-021-0010(1)(a)(D)

*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), the full name and business address of each of the applicant's full or partial owners;*

The Applicant, Nolin Hills Wind, LLC, is a wholly-owned subsidiary of Element Power US, LLC. The controlling parent company of Nolin Hills Wind, LLC and Element Power US, LLC is Capital Power Corporation. See Section 3.0 for parent company names and business addresses.

## 6.0 Association/Joint-Venture Information – OAR 345-021-0010(1)(a)(E)

*OAR 345-021-0010(1)(a)(E) If the applicant is an association of citizens, a joint venture or a partnership:*

- (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 must state that fact over the signature of each member;*

The Applicant is not an association of citizens, a joint venture, or partnership. Therefore, this rule is not applicable.

## 7.0 Public/Government Entity Information – OAR 345-021-0010(1)(a)(F)

*OAR 345-021-0010(1)(a)(F) If the applicant is a public or governmental entity:*

- (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;*

The Applicant is not a public or governmental entity. Therefore, this rule is not applicable.

## **8.0 Individual Applicant Information – OAR 345-021-0010(1)(a)(G)**

*OAR 345-021-0010(1)(a)(G) If the applicant is an individual, the individual's mailing address, email address and telephone number;*

The Applicant is not an individual. Therefore, this rule is not applicable.

## **9.0 Limited Liability Company Information – OAR 345-021-0010(1)(a)(H)**

*OAR 345-021-0010(1)(a)(H) If the applicant is a limited liability company:*

*(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 Application for Site Certificate is as follows:

Nolin Hills Wind, LLC  
c/o Capital Power Corporation  
Attn: Chris Kopecky, Vice President  
155 Federal Street, Suite 1200  
Boston, MA 02110  
(617) 274-7706  
ckopecky@capitalpower.com

The Applicant was formed in the State of Delaware on October 8, 2014 as provided in Attachment A-1. The Applicant's articles of organization and authorization for submitting this Application for

Site Certificate are contained in Attachment A-2. The Applicant's proof of registration to do business in Oregon is included in Attachment A-3.

# **Attachment A-1. Delaware Certificate of Formation**

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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "NOLIN HILLS WIND, LLC", FILED IN THIS OFFICE ON THE EIGHTH DAY OF OCTOBER, A.D. 2014, AT 1:49 O'CLOCK P.M.



5617703 8100

141270978

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

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1766134

DATE: 10-09-14

CERTIFICATE OF FORMATION

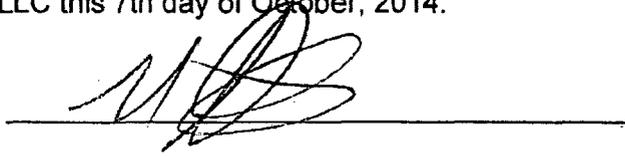
OF

Nolin Hills Wind, LLC

1. The name of the limited liability company is Nolin Hills Wind, LLC.

2. The address of its registered office in the State of Delaware is:  
Corporation Trust Center, 1209 Orange Street, in the City of Wilmington,  
Delaware 19801. The name of its registered agent at such address is The  
Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate  
of Formation of Nolin Hills Wind, LLC this 7th day of October, 2014.



Michael Arndt  
Chief Operating Officer

**Attachment A-2. Articles of Organization  
and Authorization to Submit Application  
for Site Certificate**

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## **SECRETARY'S CERTIFICATE**

The undersigned, Michael Hall, being the Assistant Corporate Secretary of each of Nolin Hills Wind, LLC (“Applicant”) and its sole member Element Power US, LLC (“Element”), each a Delaware limited liability company (collectively referred to herein as the “CP Entities”) does hereby certify as of the date hereof on behalf of the CP Entities that:

(a) Attached hereto as Attachment A-2.1 are true, correct and complete copies of the Operating Agreements of each CP Entity. Each such Operating Agreement has not been amended since the respective date thereof and is in full force and effect as of the date hereof.

(b) Attached hereto as Attachment A-2.2 are true, correct and complete copies of:

- (1) resolutions of APPLICANT confirming Christopher Kopecky as Vice President, duly adopted by written consent of the sole member thereof on August 1, 2018; and
- (2) resolutions of ELEMENT confirming Christopher Kopecky as Vice President, duly adopted by written consent of the sole member thereof on May 15, 2019.

In each case, such resolutions constitute the only actions taken by or with respect to such CP Entity confirming Christopher Kopecky as Vice President and have not been modified, rescinded or amended and are in full force and effect as of the date hereof.

(c) Christopher Kopecky is duly authorized and directed to execute, deliver and cause the Applicant to submit the Application for Site Certificate to the State of Oregon Energy Facilities Siting Council (the “Application”) and perform thereunder.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed these certifications of the sole member(s) as of the date first above written.

ELEMENT POWER US, LLC

By: Michael Hall  
Name: Michael Hall  
Title: Assistant Corporate Secretary

NOLIN HILLS WIND, LLC

By: ELEMENT POWER US, LLC  
its sole member

By: Michael Hall  
Name: Michael Hall  
Title: Assistant Corporate Secretary

**Attachment A-2.1**

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AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT

of

NOLIN HILLS WIND, LLC

Dated as of April 1, 2015

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This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Nolin Hills Wind, LLC, a Delaware limited liability company (the "Company"), is effective as of April 1, 2015. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in Section 1.08.

WHEREAS, on October 8, 2014, the Company was formed as a limited liability company under the Limited Liability Company Act of the State of Delaware (the "Act"); and

WHEREAS, the Member wishes to amend and restate, as set forth herein, the Limited Liability Company Agreement dated as of October 9, 2014; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Member hereby adopts the following as the Agreement of the Company within the meaning of the Act.

## ARTICLE I

### Introduction

SECTION 1.01. Name and Form. The Company is a Delaware limited liability company and its name is Nolin Hills Wind, LLC.

SECTION 1.02. Registered Agent and Office. The registered agent for service of process is The Corporation Trust Company, and the mailing address for the registered office of the Company in the State of Delaware is in care of The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. Such agent and such office may be changed from time to time by the Member.

SECTION 1.03. Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

### SECTION 1.04. Liability of the Member.

(a) Except to the extent expressly provided in 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 no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company.

(b) No Covered Person shall be liable to the Company or any other Covered Person for any loss, liability, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, except for any act that is taken by a Covered Person purporting to bind the Company and that has not been authorized pursuant to this Agreement. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person (as hereinafter defined) as to matters which such Covered Person reasonably believes are within such Person's professional or expert competence.

(c) To the extent that, at law or in equity, any Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, such Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person when so acting in good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person, to the maximum extent permitted by applicable law.

(d) To the maximum extent permitted by applicable law, each Covered Person shall be entitled to indemnification from the Company for any loss, liability, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company; provided, however, that any indemnity under this Section 1.04(d) shall be provided out of and to the extent of the Company's assets only, and no other Covered Person shall have any personal liability on account thereof. To the maximum extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding; provided, however, that such Covered Person shall promptly repay to the Company the amount of any such advanced expenses if it shall be finally judicially determined that such Covered Person was not entitled to indemnification hereunder in connection with the claim, demand, action, suit or proceeding.

SECTION 1.05. Management. The Company shall be managed by the Member. The Member shall have full, exclusive and complete discretion in the management and control of the business of the Company for the purposes herein stated and, subject to the terms hereof, shall make all decisions affecting the business of the Company and may take such actions as the Member deems necessary or appropriate to accomplish the purposes of the Company as set forth herein, including all powers, statutory or otherwise, possessed by the members of a limited liability company under the Act. In connection with such management and control, the Member shall have the power and authority to do or cause to be done any and all acts deemed by the Member to be necessary or appropriate to carry out the purposes of the Company.

SECTION 1.06. Minutes of Meetings. Minutes of each meeting of the Member, including the location and date of the meeting, shall be prepared and shall be kept as records of the Company. A meeting of the Member may be held upon one day's written notice, provided, however, that the Member may waive notice of any meeting, which waiver may be entered into and reflected in the minutes of such meeting and which waiver shall bind the Member once entered into and reflected in the minutes of such meeting.

SECTION 1.07. Reliance. Any Person dealing with the Company may rely on the authority of the Member (or any officer authorized by the Member) in taking any action in the name of the Company, without inquiry into the provisions of this Agreement or compliance herewith and regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

SECTION 1.08. Certain Definitions. As used in this Agreement:

“Affiliate” of any Person shall mean any other Person that, directly or indirectly, Controls, is under common Control with or is Controlled by such Person. In addition, a Person that holds a direct or indirect, contingent or otherwise, equity interest in a specified Person shall be deemed to be an Affiliate of such Person.

“Control” shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled” and “Controlling” shall have correlative meanings.

“Covered Person” shall mean (a) the Member, (b) any Affiliate of the Member, (c) any officer, director, manager, shareholder, partner, employee, representative, trustee or agent of the Member or any Affiliate of the Member, or any spouse thereof, or (d) any officer, director, manager, shareholder, partner, employee, representative, trustee or agent of the Member or any Affiliate of the Member, or any spouse thereof.

“Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

## ARTICLE II

### Common Shares

SECTION 2.01. Authorized Shares; Classification of Interests. There shall be one class of membership interests in the Company, which class shall be denominated as common shares of the Company (the “Common Shares”). The Company shall have authority to issue such number of Common Shares as the Member determines from time to time. As of the date hereof, the Company has issued 100 Common Shares, all of which have been issued to the Member.

SECTION 2.02. Distributions. Distributions shall be made at the times and in the aggregate amounts determined by the Member.

SECTION 2.03. Voting Matters. Any action permitted or required to be taken by the Member may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Member.

## ARTICLE III

### Certain Other Matters

SECTION 3.01. Books and Records. At all times during the existence of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company. Such books of account, together with a copy of this Agreement and the certificate of formation of the Company, as amended or restated from time to time, shall at all times be maintained at the principal place of business of the Company in the United States.

SECTION 3.02. Dissolution. The Company shall dissolve upon the first to occur of the following: (a) the decision of the Member to dissolve the Company, (b) the occurrence of any event described in Section 18-304 of the Act, subject to the grace periods specified in Section 18-304(2) of the Act, and (c) the entry of a decree of dissolution under Section 18-802 of the Act. The Company shall terminate when all of its assets, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in Section 3.03 of this Agreement, and the certificate of formation of the Company, as amended or restated from time to time, shall have been canceled in the manner required by the Act.

SECTION 3.03. Liquidation. (a) Following dissolution pursuant to Section 3.02 of this Agreement, all the business and affairs of the Company will be liquidated and wound up. The Member shall approve one or more liquidators to act as the liquidator in carrying out such liquidation.

(b) The proceeds of the liquidation of the Company will be distributed (i) first, to creditors of the Company (including the Member, if it is then a creditor of the Company), to the extent otherwise permitted by law in satisfaction of all the Company's debts and liabilities (whether by payment or by making reasonable provision for payment thereof), and (ii) second, to the Member.

SECTION 3.04. Resignation. The Member may not resign from the Company other than by transferring all its Common Shares.

#### ARTICLE IV

##### Miscellaneous Provisions

SECTION 4.01. Name and Address of Member. The name and address of the Member is as follows:

Element Power US, LLC  
Suite 1000, 99 Summer Street  
Boston, MA 02110-1221

SECTION 4.02. Governing Law and Rules of Construction. This Agreement shall be construed by, subject to and governed in accordance with the internal laws of the State of Delaware without giving effect to conflict of laws or other principles that would result in the application of laws other than the internal laws of the State of Delaware. This Agreement shall be construed in accordance with Section 18-1101 of the Act. Any reference to the Act, except those references which may appear in the recitals of this Agreement, shall include any amendment to the Act or any successor thereto and any rules and regulations promulgated thereunder.

SECTION 4.03. Successors and Assigns. This Agreement shall be binding upon the Company, the Member and their respective successors and assigns.

SECTION 4.04. Amendments; Waivers. This Agreement may be amended or waived from time to time by an instrument in writing signed by the Member.

SECTION 4.05. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remaining provisions.

SECTION 4.06. Headings. The titles of Sections of this Agreement are for convenience only and shall not be interpreted to limit or amplify the provisions of this Agreement.

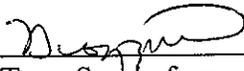
SECTION 4.07. Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member; provided, however, that Section 1.04 shall benefit Covered Persons.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

NOLIN HILLS WIND, LLC

By: Element Power US, LLC,  
its sole member

By:   
Name: Tony Scozzafava  
Title: Vice President and Treasurer

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AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT

of

ELEMENT POWER US, LLC

Dated as of April 1, 2015

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This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Element Power US, LLC, a Delaware limited liability company (the "Company"), is effective as of April 1, 2015. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in Section 1.08.

WHEREAS, on October 14, 2008, the Company was formed as a limited liability company under the Limited Liability Company Act of the State of Delaware (the "Act"); and

WHEREAS, the Member wishes to amend and restate, as set forth herein, the Limited Liability Company Agreement dated as of October 14, 2008; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Member hereby adopts the following as the Agreement of the Company within the meaning of the Act.

## ARTICLE I

### Introduction

SECTION 1.01. Name and Form. The Company is a Delaware limited liability company and its name is Element Power US, LLC.

SECTION 1.02. Registered Agent and Office. The registered agent for service of process is The Corporation Trust Company, and the mailing address for the registered office of the Company in the State of Delaware is in care of The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. Such agent and such office may be changed from time to time by the Member.

SECTION 1.03. Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

### SECTION 1.04. Liability of the Member.

(a) Except to the extent expressly provided in 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 no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company.

(b) No Covered Person shall be liable to the Company or any other Covered Person for any loss, liability, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, except for any act that is taken by a Covered Person purporting to bind the Company and that has not been authorized pursuant to this Agreement. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person (as hereinafter defined) as to matters which such Covered Person reasonably believes are within such Person's professional or expert competence.

(c) To the extent that, at law or in equity, any Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, such Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person when so acting in good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person, to the maximum extent permitted by applicable law.

(d) To the maximum extent permitted by applicable law, each Covered Person shall be entitled to indemnification from the Company for any loss, liability, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company; provided, however, that any indemnity under this Section 1.04(d) shall be provided out of and to the extent of the Company's assets only, and no other Covered Person shall have any personal liability on account thereof. To the maximum extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding; provided, however, that such Covered Person shall promptly repay to the Company the amount of any such advanced expenses if it shall be finally judicially determined that such Covered Person was not entitled to indemnification hereunder in connection with the claim, demand, action, suit or proceeding.

SECTION 1.05. Management. The Company shall be managed by the Member. The Member shall have full, exclusive and complete discretion in the management and control of the business of the Company for the purposes herein stated and, subject to the terms hereof, shall make all decisions affecting the business of the Company and may take such actions as the Member deems necessary or appropriate to accomplish the purposes of the Company as set forth herein, including all powers, statutory or otherwise, possessed by the members of a limited liability company under the Act. In connection with such management and control, the Member shall have the power and authority to do or cause to be done any and all acts deemed by the Member to be necessary or appropriate to carry out the purposes of the Company.

SECTION 1.06. Minutes of Meetings. Minutes of each meeting of the Member, including the location and date of the meeting, shall be prepared and shall be kept as records of the Company. A meeting of the Member may be held upon one day's written notice, provided, however, that the Member may waive notice of any meeting, which waiver may be entered into and reflected in the minutes of such meeting and which waiver shall bind the Member once entered into and reflected in the minutes of such meeting.

SECTION 1.07. Reliance. Any Person dealing with the Company may rely on the authority of the Member (or any officer authorized by the Member) in taking any action in the name of the Company, without inquiry into the provisions of this Agreement or compliance herewith and regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

SECTION 1.08. Certain Definitions. As used in this Agreement:

“Affiliate” of any Person shall mean any other Person that, directly or indirectly, Controls, is under common Control with or is Controlled by such Person. In addition, a Person that holds a direct or indirect, contingent or otherwise, equity interest in a specified Person shall be deemed to be an Affiliate of such Person.

“Control” shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled” and “Controlling” shall have correlative meanings.

“Covered Person” shall mean (a) the Member, (b) any Affiliate of the Member, (c) any officer, director, manager, shareholder, partner, employee, representative, trustee or agent of the Member or any Affiliate of the Member, or any spouse thereof, or (d) any officer, director, manager, shareholder, partner, employee, representative, trustee or agent of the Member or any Affiliate of the Member, or any spouse thereof.

“Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

## ARTICLE II

### Common Shares

SECTION 2.01. Authorized Shares; Classification of Interests. There shall be one class of membership interests in the Company, which class shall be denominated as common shares of the Company (the “Common Shares”). The Company shall have authority to issue such number of Common Shares as the Member determines from time to time. As of the date hereof, the Company has issued 100 Common Shares, all of which have been issued to the Member.

SECTION 2.02. Distributions. Distributions shall be made at the times and in the aggregate amounts determined by the Member.

SECTION 2.03. Voting Matters. Any action permitted or required to be taken by the Member may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Member.

## ARTICLE III

### Certain Other Matters

SECTION 3.01. Books and Records. At all times during the existence of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company. Such books of account, together with a copy of this Agreement and the certificate of formation of the Company, as amended or restated from time to time, shall at all times be maintained at the principal place of business of the Company in the United States.

SECTION 3.02. Dissolution. The Company shall dissolve upon the first to occur of the following: (a) the decision of the Member to dissolve the Company, (b) the occurrence of any event described in Section 18-304 of the Act, subject to the grace periods specified in Section 18-304(2) of the Act, and (c) the entry of a decree of dissolution under Section 18-802 of the Act. The Company shall terminate when all of its assets, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in Section 3.03 of this Agreement, and the certificate of formation of the Company, as amended or restated from time to time, shall have been canceled in the manner required by the Act.

SECTION 3.03. Liquidation. (a) Following dissolution pursuant to Section 3.02 of this Agreement, all the business and affairs of the Company will be liquidated and wound up. The Member shall approve one or more liquidators to act as the liquidator in carrying out such liquidation.

(b) The proceeds of the liquidation of the Company will be distributed (i) first, to creditors of the Company (including the Member, if it is then a creditor of the Company), to the extent otherwise permitted by law in satisfaction of all the Company's debts and liabilities (whether by payment or by making reasonable provision for payment thereof), and (ii) second, to the Member.

SECTION 3.04. Resignation. The Member may not resign from the Company other than by transferring all its Common Shares.

#### ARTICLE IV

##### Miscellaneous Provisions

SECTION 4.01. Name and Address of Member. The name and address of the Member is as follows:

Capital Power Investments LLC  
Suite 1000, 99 Summer Street  
Boston, MA 02110-1221

SECTION 4.02. Governing Law and Rules of Construction. This Agreement shall be construed by, subject to and governed in accordance with the internal laws of the State of Delaware without giving effect to conflict of laws or other principles that would result in the application of laws other than the internal laws of the State of Delaware. This Agreement shall be construed in accordance with Section 18-1101 of the Act. Any reference to the Act, except those references which may appear in the recitals of this Agreement, shall include any amendment to the Act or any successor thereto and any rules and regulations promulgated thereunder.

SECTION 4.03. Successors and Assigns. This Agreement shall be binding upon the Company, the Member and their respective successors and assigns.

SECTION 4.04. Amendments; Waivers. This Agreement may be amended or waived from time to time by an instrument in writing signed by the Member.

SECTION 4.05. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remaining provisions.

SECTION 4.06. Headings. The titles of Sections of this Agreement are for convenience only and shall not be interpreted to limit or amplify the provisions of this Agreement.

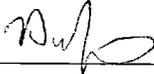
SECTION 4.07. Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member; provided, however, that Section 1.04 shall benefit Covered Persons.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

ELEMENT POWER US, LLC

By: Capital Power Investments LLC,  
its sole member

By:   
Name: Tony Scozzafava  
Title: Vice President and Treasurer

**Attachment A-2.2**



**NOLIN HILLS WIND, LLC  
CONSENT OF SOLE MEMBER  
IN LIEU OF SPECIAL MEETING**

Pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act, the undersigned, being the sole member (the "Member") of Nolin Hills Wind, LLC, a Delaware limited liability company (the "Company"), DOES HEREBY ADOPT the following resolutions and DOES HEREBY CONSENT to the taking of the actions therein set forth, and hereby waives any notices required by law with respect thereto.

**1. Election of Additional Officers**

RESOLVED, effective as of August 1, 2018, the following persons are hereby elected to the offices appearing opposite their names to serve at the pleasure of the Member or until their respective successors are elected and qualified:

Sameer Bhojani	Vice President, Taxation and Valuations
Colleen Legge	Corporate Secretary

**2. Confirmation of Officers**

RESOLVED, that the Member confirms that the officers of the Company effective as of the date of this Consent, are as follows:

Brian Vaasjo	President and Chief Executive Officer
Bryan DeNeve	Senior Vice President and Chief Financial Officer
Kate Chisholm	Senior Vice President and General Counsel
Darcy Trufyn	Senior Vice President
Mark Zimmerman	Senior Vice President
Sandra Haskins	Treasurer
Chris Kopecky	Vice President
Sameer Bhojani	Vice President, Taxation and Valuations
Colleen Legge	Corporate Secretary
Michael Hall	Assistant Corporate Secretary

**3. General**

RESOLVED, that any officer of the Company is hereby authorized and empowered in the name and on behalf of the Company to do or cause to be done any and all additional acts and things as in the judgment of the officer taking the action, may be necessary, appropriate or advisable to carry out the purposes and intent of the foregoing resolutions; and

FINALLY RESOLVED, that any actions taken by the Member or any of the officers of the Company prior to the adoption of these resolutions that are within the authority conferred in the foregoing resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

**SIGNATURE PAGE  
CONSENT OF SOLE MEMBER  
NOLIN HILLS WIND, LLC**

This Consent shall be effective as of August 1, 2018, and may be delivered by facsimile or electronic mail.

**MEMBER:**

ELEMENT POWER US, LLC

By:   
Name: **Sandra Haskins**  
Title: **Treasurer**

**ELEMENT POWER US, LLC  
CONSENT OF SOLE MEMBER  
IN LIEU OF SPECIAL MEETING**

Pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act, the undersigned, being the sole member (the "Member") of Element Power US, LLC, a Delaware limited liability company (the "Company"), DOES HEREBY ADOPT the following resolutions and DOES HEREBY CONSENT to the taking of the actions therein set forth, and hereby waives any notices required by law with respect thereto.

**1. Election of Additional Officers**

RESOLVED, effective as of May 15, 2019, the following person is hereby elected to the offices appearing opposite her name to serve at the pleasure of the Member or until her respective successor is elected and qualified:

Daylyn Dixon	Vice President, Taxation
--------------	--------------------------

RESOLVED, effective as of May 15, 2019, Sameer Bhojani's Officer title is changed from Vice President, Taxation and Valuations to Vice President, Budget, Forecast and Valuations.

**2. Confirmation of Officers**

RESOLVED, that the Member confirms that the officers of the Company effective as of the date of this Consent, are as follows:

Brian Vaasjo	President and Chief Executive Officer
Bryan DeNeve	Senior Vice President and Chief Financial Officer
Kate Chisholm	Senior Vice President and General Counsel
Darcy Trufyn	Senior Vice President
Mark Zimmerman	Senior Vice President
Chris Kopecky	Vice President
Daylyn Dixon	Vice President, Taxation
Sameer Bhojani	Vice President, Budget, Forecast and Valuations
Sandra Haskins	Treasurer
Colleen Legge	Corporate Secretary
Michael Hall	Assistant Corporate Secretary

**3. General**

RESOLVED, that any officer of the Company is hereby authorized and empowered in the name and on behalf of the Company to do or cause to be done any and all additional acts and things as in the judgment of the officer taking the action, may be necessary, appropriate or advisable to carry out the purposes and intent of the foregoing resolutions; and

FINALLY RESOLVED, that any actions taken by the Member or any of the officers of the Company prior to the adoption of these resolutions that are within the authority conferred in the foregoing resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

**SIGNATURE PAGE  
CONSENT OF SOLE MEMBER  
ELEMENT POWER US, LLC**

This Consent shall be effective as of May 15, 2019, and may be delivered by facsimile or electronic mail.

**MEMBER:**

CAPITAL POWER INVESTMENTS  
LLC

By:   
Name: **Sandra Haskins**  
Title: **Treasurer**

# **Attachment A-3. Qualification to Conduct Business in Oregon**

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Application for Authority to Transact Business - Foreign Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - http://www.FilingInOregon.com - Phone: (503) 886-2200

FILED

OCT 27 2014

OREGON SECRETARY OF STATE

REGISTRY NUMBER:

1057201-97

For office use only

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.

For office use only

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

1) NAME: NOLIN HILLS WIND, LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.") Must be identical to the name of record in home jurisdiction.

2) REGISTRY NUMBER IN HOME JURISDICTION

OR: CERTIFICATE OF EXISTENCE [X] (ATTACHED)

(Please provide a web-verifiable registry number from the entity's home jurisdiction. Certain states, such as Delaware and New Jersey, do not provide status information online. Entities from such places must instead attach an official certificate of existence, current within 60 days of delivery to this office.)

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, Ste. 420

Salem, OR 97301

3) DATE OF ORGANIZATION:

DURATION, IF NOT PERPETUAL:

OCTOBER 9, 2014

8) ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS:

421 SW SIXTH AVENUE, SUITE 1000

PORTLAND, OR 97204

4) STATE OR COUNTRY OF ORGANIZATION:

DE

9) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

421 SW SIXTH AVENUE, SUITE 1000

PORTLAND, OR 97204

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

6) NAME OF OREGON REGISTERED AGENT:

C T Corporation System

10) HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?

- [ ] This LLC will be member-managed by one or more members.
[X] This LLC will be manager-managed by one or more managers.

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

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

Title:

MICHAEL ARNDT

COO OF ELEMENT POWER US, LLC ITS MANAGER

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

PAM MAHON

PHONE NUMBER: (Include area code.)

503.416.0822

FEES

Required Processing Fee \$275

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

Free copies are available at FilingInOregon.com, using the Business Name Search program.

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NOLIN HILLS WIND, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5617703 8300

141336582

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1812086

DATE: 10-27-14