

# **Exhibit A**

## **Information About Applicant**

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**Yellow Rosebush Energy Center  
September 2025**

**Prepared for  
Yellow Rosebush Energy Center, LLC**

**Prepared by**



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## List of Attachments

Attachment A-1. Limited Liability Company Agreement

## Acronyms and Abbreviations

Applicant	Yellow Rosebush Energy Center, LLC
ASC	Application for Site Certificate
Facility	Yellow Rosebush Energy Center
LLC	limited liability company
OAR	Oregon Administrative Rules

## 1.0 Introduction

Yellow Rosebush Energy Center, LLC (Applicant) seeks to develop the Yellow Rosebush Energy Center (Facility), a solar energy generation facility, battery energy storage system, and related or supporting facilities in Wasco and Sherman counties, Oregon.

This Exhibit A was prepared to meet the submittal requirements in Oregon Administrative Rules (OAR) 345-021-0010(1)(a).

## 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;*

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

Yellow Rosebush Energy Center, LLC  
422 Admiral Blvd  
Kansas City, MO 64106

### **Contact Information**

Jeffrey Watson, Development Manager  
Savion, LLC  
422 Admiral Blvd  
Kansas City, MO 64106  
jwatson@savionenergy.com  
(410) 349-7679

Christopher Powers, Senior Director, Permitting & Environmental  
Savion, LLC  
422 Admiral Blvd

Kansas City, MO 64106  
cpowers@savionenergy.com  
(760) 522-7563

### 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;*

#### **Parent Company:**

Savion, LLC  
422 Admiral Blvd  
Kansas City, MO 64106

#### **Contact persons other than the Applicant:**

Linnea Fossum  
Tetra Tech, Inc.  
1750 S Harbor Way, Suite 400  
Portland, OR 97201  
(503) 727-8062  
Linnea.Fossum@tetrattech.com

Sarah Stauffer Curtiss  
Stoel Rives LLP  
760 SW Ninth Avenue, Suite 3000  
Portland, OR 97205  
(503) 294-9829  
sarah.curtiss@stoel.com

## 4.0 Corporation Status – 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;*

**Response:**

The Applicant is not a corporation. Therefore, the above criteria are not applicable to the Facility.

## 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;*

**Response:**

The Applicant is a wholly-owned subsidiary of Savion, LLC (Savion), which is a part of the Shell Group.

**Full Name and Business Address of Yellow Rosebush Energy Center's Parent Company**

Savion, LLC  
422 Admiral Blvd  
Kansas City, MO 64106

## 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;*

**Response:**

The Applicant is not an association of citizens, a joint venture, or partnership.

## **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;*

**Response:**

The Applicant is not a public or governmental entity.

## **8.0 Individual Applicant – 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; and*

**Response:**

The Applicant is not an individual.

## **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.*

**Response:**

The Applicant is a limited liability company. The Applicant contact submitting this Application for Site Certificate (ASC) is:

Jeffrey Watson  
Development Manager  
Yellow Rosebush Energy Center, LLC  
422 Admiral Blvd  
Kansas City, MO 64106  
jwatson@savionenergy.com  
(410) 349-7679

The officer for Yellow Rosebush Energy Center, LLC is:

Scott Zeimetz, Chief Development Officer  
Yellow Rosebush Energy Center, LLC  
422 Admiral Blvd  
Kansas City, MO 64106

Yellow Rosebush Energy Center, LLC was formed with the Secretary of State of the State of Delaware on July 13, 2022, and was acknowledged and registered to do business in Oregon by the Oregon Secretary of State on July 25, 2022, in Salem, Oregon. The Limited Liability Company (LLC) Agreement, registration to do business in Oregon, and amended annual report are provided in Attachment A-1.

Yellow Rosebush Energy Center, LLC is registered in Oregon; therefore, information for the resident attorney-in-fact is not required.

## 10.0 Submittal Requirements and Approval Standards

### 10.1 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) 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;	Section 3.0
(C) If the applicant is a corporation:	N/A (Section 4.0)
(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) 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;	Section 5.0
(E) If the applicant is an association of citizens, a joint venture or a partnership:	N/A (Section 6.0)
(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 must state that fact over the signature of each member;	N/A
(F) If the applicant is a public or governmental entity:	N/A (Section 7.0)
(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's mailing address, email address and telephone number; and	N/A (Section 8.0)
(H) If the applicant is a limited liability company:	Section 9.0
(i) The full name, official designation, mailing address, email address and telephone number of the officer responsible for submitting the application;	Section 9.0
(ii) The date and place of its formation;	Section 9.0
(iii) A copy of its articles of organization and its authorization for submitting the application; and	Section 9.0
(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 9.0

## **10.2 Approval Standards**

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

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# **Attachment A-1. Limited Liability Company Agreement**

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Secretary of State  
Corporation Division  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327

Phone: (503) 986-2200  
FAX: (503) 378-4381  
sos.oregon.gov/business

**REGISTRY NUMBER: 199605990**  
**TYPE: FOREIGN LIMITED LIABILITY COMPANY**

**Next Renewal Date: 7/25/2023**

YELLOW ROSEBUSH ENERGY CENTER, LLC  
422 ADMIRAL BLVD  
KANSAS CITY MO 64106

### Acknowledgment Letter

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

**DOCUMENT**

APPLICATION FOR AUTHORITY

**FILED ON**

7/25/2022

**STATUS**

ACTIVE

**NAME**

YELLOW ROSEBUSH ENERGY CENTER, LLC

**JURISDICTION**

DELAWARE

**PRINCIPAL PLACE OF BUSINESS**

422 ADMIRAL BLVD  
KANSAS CITY, MO 64106

**REGISTERED AGENT**

CORPORATION SERVICE COMPANY  
1127 BROADWAY ST NE STE 310  
SALEM, OR 97301

**MAILING ADDRESS**

422 ADMIRAL BLVD  
KANSAS CITY, MO 64106

# Delaware

The First State

Page 1

*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 "YELLOW ROSEBUSH ENERGY  
CENTER, LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF  
JULY, A.D. 2022, AT 11:38 O`CLOCK A.M.*

  
Jeffrey W. Bullock, Secretary of State

6909881 8100  
SR# 20222976256

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

Authentication: 203906507  
Date: 07-13-22



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:38 AM 07/13/2022  
FILED 11:38 AM 07/13/2022  
SR 20222976256 - File Number 6909881

## CERTIFICATE OF FORMATION

OF

### YELLOW ROSEBUSH ENERGY CENTER, LLC

The undersigned, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act, 6 Del. § 18-101, et seq. (the “Act”), as amended and supplemented, hereby adopts the following Certificate of Formation:

#### ARTICLE 1 – NAME

The name of the limited liability company (the “Company”) is Yellow Rosebush Energy Center, LLC.

#### ARTICLE 2 – REGISTERED OFFICE AND REGISTERED AGENT

The address, including street, number, city, and county, of the registered office of the Company in the State of Delaware is: 251 Little Falls Drive, Wilmington, Delaware 19808, County of New Castle. The name of the Company’s resident agent at such address is: Corporation Service Company

The Undersigned hereby declares, under penalty of perjury, according to the laws of Delaware, that the foregoing is true and correct.

Dated: July 13, 2022

DocuSigned by:  
Mark Alexander  
00BDDCC6F668743A  
Mark Alexander, Authorized Person

# AMENDED ANNUAL REPORT



Corporation Division  
[sos.oregon.gov/business](https://sos.oregon.gov/business)

**E-FILED**

Jul 11, 2024

**OREGON SECRETARY OF STATE**

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**REGISTRY NUMBER**

199605990

**REGISTRATION DATE**

07/25/2022

**BUSINESS NAME**

YELLOW ROSEBUSH ENERGY CENTER, LLC

**BUSINESS ACTIVITY**

RENEWABLE ENERGY DEVELOPMENT

**MAILING ADDRESS**

422 ADMIRAL BLVD  
KANSAS CITY MO 64106 USA

**TYPE**

FOREIGN LIMITED LIABILITY COMPANY

**PRIMARY PLACE OF BUSINESS**

422 ADMIRAL BLVD  
KANSAS CITY MO 64106 USA

**JURISDICTION**

DELAWARE

**REGISTERED AGENT**

15872088 - CORPORATION SERVICE COMPANY

1127 BROADWAY ST NE STE 310  
SALEM OR 97301 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

**MEMBER**

SAVION, LLC

422 ADMIRAL BLVD  
KANSAS CITY MO 64106 USA



I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. 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.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

**ELECTRONIC SIGNATURE**

**NAME**

MARK ALEXANDER

**TITLE**

AUTHORIZED PERSON

**DATE**

07-11-2024



**Oregon Secretary of State**  
LaVonne Griffin-Valade

## YELLOW ROSEBUSH ENERGY CENTER, LLC

Thank you for submitting your filing and processing fee.  
**Your filing has been processed.**

Order Number: [149289078](#)

Fee: [\\$275.00](#)

Registry Number: [199605990](#)

Business Name: [YELLOW ROSEBUSH ENERGY CENTER, LLC](#)

Filing Type: [Foreign Limited Liability Company \(FLLC\)](#)

When your entity is finished with the filing process, you will receive an acknowledgment email.

Your credit card statement will read "OR Sec/State CorpDiv"

Email questions to [corporation.division@sos.oregon.gov](mailto:corporation.division@sos.oregon.gov) or call 503-986-2200

Click continue to start another renewal.

[Continue](#)

**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**YELLOW ROSEBUSH ENERGY CENTER, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) is made and entered into as of the 13th day of July, 2022, by and among Yellow Rosebush Energy Center, LLC, a Delaware limited liability company (the “**Company**”), and Savion, LLC, a Delaware limited liability company (“**Member**”).

WHEREAS, on July 13, 2022, the Company was duly formed by the filing of a Certificate of Formation with the Delaware Secretary of State under the Delaware Limited Liability Company Act (the “**Act**”);

NOW, THEREFORE, the Member (intending to be the sole member of the Company) hereby adopts this Agreement as the “limited liability company agreement” of the Company under the Act to set forth the rules, regulations and provisions regarding the management and business of the Company, the governance of the Company, the conduct of its business, and the rights and privileges of the Member, and in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

**ARTICLE I**  
**BUSINESS PURPOSES, OFFICES, FORMATION AND**  
**FOREIGN QUALIFICATION**

1.1 Business Purpose. The business purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be organized under the Act, all in accordance with this Agreement.

1.2 Principal Office. The principal business office of the Company shall be located at 422 Admiral Boulevard, Kansas City, Missouri 64106 or at such other place(s) as the Member may determine from time to time.

1.3 Registered Office and Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate (defined below), or as shall be determined from time to time by the Member and appropriately filed with the Delaware Secretary of State as required by the Act.

1.4 Formation. Mark Alexander was an “authorized person” within the meaning of the Act for purposes of executing, delivering and filing the Certificate with the Delaware Secretary of State. Upon execution of this Agreement, the Member will be and continue as the designated “authorized person” within the meaning of the Act. The Member was admitted to the Company as a member at the time of filing of the Certificate, and the Certificate is hereby ratified by the Member upon execution of this Agreement.

1.5 Foreign Qualification. The Company will register and qualify as a foreign limited liability company under the laws of such jurisdictions as may be determined by the Member. The location of the registered office and the name of the registered agent of the Company in each foreign jurisdiction will be determined from time to time by the Member and appropriately filed with the appropriate offices in such jurisdiction.

## **ARTICLE II DEFINITIONS**

2.1 Terms Defined Herein. As used herein, the following terms shall have the following meanings, unless the context otherwise specifies:

“Act” means the Delaware Limited Liability Company Act, 6 Del. § 18-101, et seq, as amended and supplemented.

“Agreement” means this Limited Liability Company Agreement of the Company, as amended from time to time.

“Available Cash” means the aggregate amount of cash on hand or in bank, money market or similar accounts of the Company at any given time derived from any source (other than Capital Contributions and Liquidation Proceeds) which the Member determines is available for distribution to the Member in accordance with the Act after all current operating and debt service obligations of the Company are satisfied and after taking into account any amount required or appropriate to maintain a reasonable amount of Reserves.

“Business” means the business to be conducted by the Company in accordance with this Agreement.

“Capital Contribution” means the total amount of cash or the net Fair Value of property contributed by the Member to the capital of the Company.

“Certificate” means the Certificate of Formation of the Company filed with the Delaware Secretary of State, as amended from time to time.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Company” means Yellow Rosebush Energy Center, LLC, a Delaware limited liability company.

“Distributions” means any distributions by the Company to the Member of Available Cash or Liquidation Proceeds.

“Fair Value” of an asset or property means its fair market value.

“Interest” refers to all of the Member’s rights and interests in the Company in its capacity as a Member, all as provided in the Certificate, this Agreement and the Act.

“Liquidation Proceeds” means all Property at the time the Company liquidates and winds up its existence.

“Member” means Savion, LLC, a Delaware limited liability company, or any other Person substituted as the Member of the Company.

“Person” means any natural person, partnership, limited liability company, corporation, association, cooperative, trust, estate, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Property” means all properties and assets that the Company may own or otherwise have an interest in (to the extent of such interest) from time to time.

“Reserves” means amounts set aside from time to time by the Member pursuant to Section 4.3.

## 2.2 Other Definitional Provisions.

(a) As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, shall have the respective meanings given to them under tax accounting principles.

(b) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Words of the masculine gender shall be deemed to include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

## **ARTICLE III CAPITAL CONTRIBUTIONS AND LOANS**

3.1 Initial Capital Contribution. The Member has made an initial Capital Contribution to the Company as set forth in the Company’s financial records.

3.2 Additional Capital Contributions, Loans and Guarantees. The Member may make (but shall not be obligated to make) additional Capital Contributions and loans to the Company from time to time. Any additional contributions made to the Company will be reflected in the Company’s financial records. Any loans by the Member to the Company shall not be considered as a contribution to the capital of the Company. The Member shall not be obligated to guarantee or cause any other Person to guarantee personally or provide any personal collateral to secure the obligations of the Company. The Member shall not be obligated to restore any negative capital account balance.

3.3 No Personal Liability. The Member shall not be liable under any judgment, decree or order of any court or government agency, or in any other manner, for any debt, obligation or liability of the Company.

#### **ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS**

4.1 Non-Liquidating Cash Distributions. The amount, if any, of Available Cash shall be determined by the Member from time to time and distributed to the Member as the Member so determines in its discretion.

4.2 Liquidation Distributions. Liquidation Proceeds shall be distributed in the following order of priority:

(a) To the payment of debts and liabilities of the Company (including to Member to the extent otherwise permitted by law) and the expenses of liquidation; then

(b) To the setting up of such reserves as the Person required or authorized by law to wind up the Company's affairs may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company, provided that any such reserves shall be paid over by such Person to an independent escrow agent, to be held by such agent or its successor for such period as such Person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided; then

(c) The remainder to the Member.

4.3 Reserves. The Member shall have the right to establish, maintain and expend reasonable Reserves to provide for working capital, for debt service, for expected operating deficits, and for such other purposes as the Member may deem necessary or advisable.

#### **ARTICLE V MEMBER MEETINGS**

5.1 Meetings of Sole Member; Place of Meetings. Meetings of the Member may be called at any time by the Member. Meetings of the Member may be held for any purpose or purposes, unless otherwise prohibited by statute. All meetings of the Member shall be held at such place as shall be stated in the notice of the meeting or at any other location specified by the Member.

5.2 Action Without Meeting. A meeting of the Member shall not be required for the Member to make any decision or to take any action to be made or taken by the Member. Any decision or action required or permitted to be taken by the Member may be taken without a meeting if the action is evidenced by a written consent or document constituting or describing the action to be taken, signed by the Member.



## ARTICLE VI MANAGEMENT AND CONTROL

6.1 Management By Member. The business and affairs of the Company shall be managed by or under the direction of the Member. The Member (through its then-current Manager or such other Person granted such authority by the Member from time to time) may execute in the name and on behalf of the Company all instruments, documents and contracts, and exercise all of the powers of the Company.

6.2 Officers. The Member may appoint and remove from time to time such officers of the Company as the Member determines. Until further action by the Member, the officers of the Company shall be:

Nicholas Lincon	President
Scott Zeimet	Vice President
Diana Scholtes	Vice President
Russ Laplante	Vice President
Mark Alexander	Vice President
Gary Parker	Vice President
Katie Gorman	Vice President
John Larigan	Secretary

6.3 Compensation of Officers. The salaries and compensation (if any) of all officers and agents shall be fixed by the Member.

6.4 Duties of Officers. The duties of the officers, if any, include the following:

(a) Duties of President. The President shall be the chief executive officer and chief operating officer of the Company with all duties normally associated with such positions, and shall preside at all meetings of the Member. The President shall have general management of the day-to-day operations of the Company and shall cause all decisions of the Member to be carried into effect.

(b) Duties of Vice President. In the absence of the President or in the event of the President's inability or refusal to act, the 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. The Vice President shall perform such other duties and have such other powers as may be prescribed by the Member or the President.

(c) Duties of Secretary. The Secretary shall attend all meetings of the Member and record all the proceedings of the meetings of the Member in a book to be kept for that purpose. The Secretary shall perform such other duties as may be prescribed by the Member or the President.

(d) Duties of the Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may

be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the Member, at its regular meetings, or when the Member so requires, an account of all transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer, at the expense of the Company, shall give the Company a bond in such amount and with such surety or sureties as shall be satisfactory to the Member for faithful performance of the duties of the Treasurer's office and for the restoration to the Company, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Company.

## **ARTICLE VII LIABILITY AND INDEMNIFICATION**

7.1 Limitation of Liability. To the extent permitted by law, an officer, the Member, and the Member's officers, directors, employees and agents shall not be liable for damages or otherwise to the Company for any act, omission or error in judgment performed, omitted or made by it or them in good faith and in a manner reasonably believed by it or them to be within the scope of authority granted to it or them by this Agreement and in the best interests of the Company, provided that such act, omission or error in judgment does not constitute fraud, gross negligence, willful misconduct or breach of fiduciary duty.

7.2 Indemnification. Without limiting the provisions of Section 7.1, the Company shall indemnify and hold harmless each officer, the Member, and the Member's officers, directors, employees and agents to the fullest extent permitted by the Act. Any indemnity under this Section 7.2 shall be paid from, and only to the extent of, Company assets and the Member shall not have any personal liability on account thereof.

## **ARTICLE VIII ACCOUNTING AND BANK ACCOUNTS**

8.1 Fiscal Year and Accounting Method. The fiscal year, taxable year and accounting method of the Company shall be the same as for the Member.

8.2 Books and Records. The books and records of the Company shall be maintained at the principal office of the Company or at the principal office of the Member. The Member (or its designated agent or representative) shall have the right during ordinary business hours and upon reasonable notice to inspect and copy all books and records of the Company.

8.3 Taxation. The Company shall be disregarded as an entity separate from the Member for Federal and state income tax purposes. All provisions of this Agreement and the Certificate shall be construed and applied so as to preserve that tax status.

8.4 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account(s) approved by the Member and in the Company's name. Withdrawals (by check or otherwise) therefrom shall be made only by persons approved by the Member.

## **ARTICLE IX DISSOLUTION AND TERMINATION**

9.1 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The expiration of the period (if any) fixed for the duration of the Company, as set forth in the Certificate, unless extended by the Member.
- (b) The written decision of the Member to dissolve.

9.2 Effect of Dissolution. Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Member shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Member shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining a fair and reasonable value for such assets, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 9.3 below, and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

9.3 Application of Proceeds. Upon dissolution and liquidation of the Company, the assets of the Company shall be applied and distributed in the order of priority set forth in Section 4.2.

## **ARTICLE X MISCELLANEOUS**

10.1 Title to Assets. Title to the Property and all other assets acquired by the Company shall be held in the name of the Company. The Member shall not individually have any ownership interest or rights in the Property or any other assets of the Company, except indirectly by virtue of such Member's ownership of the Interest.

10.2 Nature of Interest in the Company. The Member's Interest shall be personal property for all purposes.

10.3 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including, without limitation, creditors of the Company or creditors of the Member.

10.4 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.5 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.6 Headings. The headings of the sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.7 Governing Law. This Agreement shall be governed by the laws of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**THE COMPANY:**

YELLOW ROSEBUSH ENERGY  
CENTER, LLC

By: SAVION, LLC, Member

DocuSigned by:  
By: Nick Lincon  
Name: NICK LINCON  
Title: President

**THE MEMBER:**

SAVION, LLC

DocuSigned by:  
By: Nick Lincon  
Name: NICK LINCON  
Title: President

**YELLOW ROSEBUSH ENERGY CENTER, LLC**

**STATEMENT OF UNANIMOUS CONSENT TO ACTION TAKEN IN LIEU OF  
A MEETING OF THE SOLE MEMBER**

In lieu of a meeting of the sole Member of Yellow Rosebush Energy Center, LLC, a Delaware limited liability company (the “**Company**”), the undersigned, constituting the sole Member of the Company, hereby consents to the adoption of and hereby adopts the following resolutions and declares them to be in full force and effect as if they were adopted at a scheduled meeting of the sole Member of the Company:

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the sole Member of the Company until their successors are duly elected and qualified:

Nicholas Lincon	President
Scott Zeimetz	Vice President
Diana Scholtes	Vice President
Russ Laplante	Vice President
Mark Alexander	Vice President
Gary Parker	Vice President
Katie Gorman	Vice President
John Larigan	Secretary

FURTHER RESOLVED, that the foregoing officers, each in their respective capacities for and on behalf of the Company be, and they hereby are, specifically authorized, without the need for further action by the Company, to take any action deemed appropriate by them, and to execute any documents reasonably necessary in connection with the Company’s energy development activities, but expressly subject to the restrictions, limitations and provisions of the Limited Liability Company Agreement of the Company and any contractual provisions of the sole Member.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be made effective as of July 13, 2022.

**SOLE MEMBER:**

SAVION, LLC

DocuSigned by:

By: Nick Lincon

Name: NICK LINCON

Title: President

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