

RIPUC Use Only

Date Application Received: ___/___/___
Date Review Completed: ___/___/___
Date Commission Action: ___/___/___
Date Commission Approved: ___/___/___

GIS Certification #:

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

The Standard Application Form

Required of all Applicants for Certification of Eligibility of Renewable Energy Resource
(Version 8 – December 5, 2012)

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

Pursuant to the Renewable Energy Act

Section 39-26-1 et. seq. of the General Laws of Rhode Island

NOTICE:

When completing this Renewable Energy Resources Eligibility Form and any applicable Appendices, please refer to the State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations, Effective Date: January 1, 2006), and the associated RES Certification Filing Methodology Guide. All applicable regulations, procedures and guidelines are available on the Commission's web site: www.ripuc.org/utilityinfo/res.html. Also, all filings must be in conformance with the Commission's Rules of Practice and Procedure, in particular, Rule 1.5, or its successor regulation, entitled "Formal Requirements as to Filings."

- Please complete the Renewable Energy Resources Eligibility Form and Appendices using a typewriter or black ink.
- Please submit one original and three copies of the completed Application Form, applicable Appendices and all supporting documentation to the Commission at the following address:
Rhode Island Public Utilities Commission
Attn: Luly E. Massaro, Commission Clerk
89 Jefferson Blvd
Warwick, RI 02888

In addition to the paper copies, electronic/email submittals are required under Commission regulations. Such electronic submittals should be sent to Res.filings@puc.ri.gov.

- In addition to filing with the Commission, Applicants are required to send, electronically or electronically and in paper format, a copy of the completed Application including all attachments and supporting documentation, to the Division of Public Utilities and Carriers and to all interested parties. A list of interested parties can be obtained from the Commission's website at www.ripuc.org/utilityinfo/res.html.
- Keep a copy of the completed Application for your records.
- The Commission will notify the Authorized Representative if the Application is incomplete.
- Pursuant to Section 6.0 of the RES Regulations, the Commission shall provide a thirty (30) day period for public comment following posting of any administratively complete Application.
- Please note that all information submitted on or attached to the Application is considered to be a public record unless the Commission agrees to deem some portion of the application confidential after consideration under section 1.2(g) of the Commission's Rules of Practice and Procedure.
- In accordance with Section 6.2 of the RES Regulations, the Commission will provide prospective reviews for Applicants seeking a preliminary determination as to whether a facility would be eligible prior to the formal certification process described in Section 6.1 of the RES Regulations. Please note that space is provided on the Form for applicant to designate the type of review being requested.
- Questions related to this Renewable Energy Resources Eligibility Form should be submitted in writing, preferably via email and directed to: Luly E. Massaro, Commission Clerk at Res.filings@puc.ri.gov.

SECTION I: Identification Information

- 1.1 Name of Generation Unit (sufficient for full and unique identification): Wilco 260 South County Trail Solar
- 1.2 Type of Certification being requested (check one):
 Standard Certification Prospective Certification (Declaratory Judgment)
- 1.3 This Application includes: (Check all that apply)¹
- APPENDIX A: Authorized Representative Certification for Individual Owner or Operator
 - APPENDIX B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals
 - APPENDIX C: Existing Renewable Energy Resources
 - APPENDIX D: Special Provisions for Aggregators of Customer-sited or Off-grid Generation Facilities
 - APPENDIX E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL
 - APPENDIX F: Fuel Source Plan for Eligible Biomass Fuels
- 1.4 Primary Contact Person name and title: Abigail Broedlin, Director of Asset Management
- 1.5 Primary Contact Person address and contact information:
Address: 1 AAA Drive, Suite 205
Robbinsville, NJ 08691
- Phone: 646-415-8419 Fax: 646-736-6881
Email: abroedlin@onyxrenewables.com
- 1.6 Backup Contact Person name and title: Katie Crider, Director, Asset Management
- 1.7 Backup Contact Person address and contact information:
Address: 1 AAA Drive, Suite 205
Robbinsville, NJ 08691
- Phone: 215-518-7919 Fax: 646-736-6881
Email: kcrider@onyxrenewables.com

¹ Please note that all Applicants are required to complete the Renewable Energy Resources Eligibility Standard Application Form and all of the Appendices that apply to the Generation Unit or Owner or Operator that is the subject of this Form. Please omit Appendices that do not apply.

1.8 Name and Title of Authorized Representative (*i.e.*, the individual responsible for certifying the accuracy of all information contained in this form and associated appendices, and whose signature will appear on the application): Matthew Rosenblum, Chief Executive Officer, Onyx Renewable Partners L.P., the sole member of Onyx Development Group, the sole member of South County Trail Solar, LLC

Appendix A or B (as appropriate) completed and attached? Yes No N/A

1.9 Authorized Representative address and contact information:

Address: 880 3rd Avenue, 11th Floor
New York, NY 10022

Phone: 646-502-4571 Fax: 646-736-6877
Email: mrosenblum@onyxrenewables.com

1.10 Owner name and title: South County Trail Solar LLC

1.11 Owner address and contact information:

Address: 880 3rd Avenue, 11th Floor
New York, NY 10022

Phone: 646-604-2837 Fax: 646-736-6877
Email: adanti@onyxrenewables.com

1.12 Owner business organization type (check one):

- Individual
 Partnership
 Corporation
 Other: Single Member LLC

1.13 Operator name and title: Onyx Asset Services Group LLC

1.14 Operator address and contact information:

Address: 880 3rd Avenue, 11th Floor
New York, NY 10022

Phone: 646-415-8419 Fax:
Email: abroedlin@onyxrenewables.com

1.15 Operator business organization type (check one):

- Individual
 Partnership
 Corporation
 Other: LLC

SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

2.1 ISO-NE Generation Unit Asset Identification Number or NEPOOL GIS Identification Number (either or both as applicable): TBD

2.2 Generation Unit Nameplate Capacity: 878.4 MW

2.3 Maximum Demonstrated Capacity: 859.8 MW

2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Regulations Section 5.0*

Direct solar radiation

The wind

Movement of or the latent heat of the ocean

The heat of the earth

Small hydro facilities

Biomass facilities using Eligible Biomass Fuels and maintaining compliance with all aspects of current air permits; Eligible Biomass Fuels may be co-fired with fossil fuels, provided that only the renewable energy fraction of production from multi-fuel facilities shall be considered eligible.

Biomass facilities using unlisted biomass fuel

Biomass facilities, multi-fueled or using fossil fuel co-firing

Fuel cells using a renewable resource referenced in this section

2.5 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility’s aggregate capacity does not exceed 30 MW. – *per RES Regulations Section 3.32*

← check this box to certify that the above statement is true

N/A or other (please explain) _____

2.6 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Regulations Section 3.32*

← check this box to certify that the above statement is true

N/A or other (please explain) _____

2.7 If you checked one of the Biomass facilities boxes in Section 2.4 above, please respond to the following:

A. Please specify the fuel or fuels used or to be used in the Unit: _____

B. Please complete and attach Appendix F, Eligible Biomass Fuel Source Plan.

Appendix F completed and attached? Yes No N/A

- 2.8 Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state's renewable portfolio standard?
 Yes No If yes, please attach a copy of that state's certifying order.
 Copy of State's certifying order attached? Yes No N/A

SECTION III: Commercial Operation Date

Please provide documentation to support all claims and responses to the following questions:

- 3.1 Date Generation Unit first entered Commercial Operation: 08/17/16 (TBD) at the site.

If the commercial operation date is after December 31, 1997, please provide independent verification, such as the utility log or metering data, showing that the meter first spun after December 31, 1997. This is needed in order to verify that the facility qualifies as a New Renewable Energy Resource.

Documentation attached? Yes No N/A

- 3.2 Is there an Existing Renewable Energy Resource located at the site of Generation Unit?

Yes
 No

- 3.3 If the date entered in response to question 3.1 is earlier than December 31, 1997 or if you checked "Yes" in response to question 3.2 above, please complete Appendix C.

Appendix C completed and attached? Yes No N/A

- 3.4 Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?

Yes
 No

- 3.5 If you checked "Yes" to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):

SECTION IV: Metering

- 4.1 Please indicate how the Generation Unit's electrical energy output is verified (check all that apply):

ISO-NE Market Settlement System
 Self-reported to the NEPOOL GIS Administrator
 Other (please specify below and see Appendix D: Eligibility for Aggregations):

Appendix D completed and attached?

Yes No N/A

SECTION V: Location

5.1 Please check one of the following that apply to the Generation Unit:

- Grid Connected Generation
- Off-Grid Generation (not connected to a utility transmission or distribution system)
- Customer Sited Generation (interconnected on the end-use customer side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer)

5.2 Generation Unit address: 260 South County Trail, Exeter, RI 02822

5.3 Please provide the Generation Unit’s geographic location information:

A. Universal Transverse Mercator Coordinates: _____

B. Longitude/Latitude: 41.544462 / -71.533102

5.4 The Generation Unit located: (please check the appropriate box)

- In the NEPOOL control area
- In a control area adjacent to the NEPOOL control area
- In a control area other than NEPOOL which is not adjacent to the NEPOOL control area ← *If you checked this box, then the generator does not qualify for the RI RES – therefore, please do not complete/submit this form.*

5.5 If you checked “In a control area adjacent to the NEPOOL control area” in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached?

Yes No N/A

SECTION VI: Certification

6.1 Please attach documentation, using one of the applicable forms below, demonstrating the authority of the Authorized Representative indicated in Section 1.8 to certify and submit this Application.

Corporations

If the Owner or Operator is a corporation, the Authorized Representative shall provide **either**:

- (a) Evidence of a board of directors vote granting authority to the Authorized Representative to execute the Renewable Energy Resources Eligibility Form, **or**
- (b) A certification from the Corporate Clerk or Secretary of the Corporation that the Authorized Representative is authorized to execute the Renewable Energy Resources Eligibility Form or is otherwise authorized to legally bind the corporation in like matters.

Evidence of Board Vote provided? Yes No N/A

Corporate Certification provided? Yes No N/A

Individuals

If the Owner or Operator is an individual, that individual shall complete and attach APPENDIX A, or a similar form of certification from the Owner or Operator, duly notarized, that certifies that the Authorized Representative has authority to execute the Renewable Energy Resources Eligibility Form.

Appendix A completed and attached? Yes No N/A

Non-Corporate Entities

(Proprietorships, Partnerships, Cooperatives, etc.) If the Owner or Operator is not an individual or a corporation, it shall complete and attach APPENDIX B or execute a resolution indicating that the Authorized Representative named in Section 1.8 has authority to execute the Renewable Energy Resources Eligibility Form or to otherwise legally bind the non-corporate entity in like matters.

Appendix B completed and attached? Yes No N/A

6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

Signature of Authorized Representative:

SIGNATURE:



DATE:

6/8/2016

CEO

(Title)

**AMENDED AND RESTATED LIMITED
LIABILITY COMPANY AGREEMENT OF
SOUTH COUNTY TRAIL LLC**

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of South Country Trail Solar, LLC (the "Company") is made and entered into as of December 23, 2015, by Onyx Development Group LLC (the "Sole Member").

1. Name. The name of the Company is "South County Trail Solar, LLC."
2. Business of the Company. The purpose and business of the Company shall be the conduct of any business or activity that may be conducted by a limited liability company organized pursuant to the Delaware Limited Liability Company Act, as amended from time to time.
3. Location of Principal Place of Business. The location of the principal place of business of the Company is:

880 Third Avenue, 11th Fl
New York, NY 10022
4. Term of Company. The Company is to begin as of the date hereof, and the Company is to terminate upon determination of the Sole Member.
5. Purchase of the Company. On March 10, 2016, a Membership Interest Purchase Agreement was entered into between Tecta America Corp. and Onyx Renewable Partners L.P. ("Onyx") for the sale to Onyx of all of the membership interests in the Company.
6. Assignment. On May 5, 2016, Onyx assigned and conveyed all rights to the membership interests in the Company to Onyx Development Group LLC.
7. Authority. Subject to the limitations provided in this Agreement, the Sole Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Sole Member on behalf of the Company shall constitute the act of and serve to bind the Company. In dealing with the Sole Member acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the Sole Member to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of the Sole Member as set forth in this Agreement.
8. Election of Officers; Delegation of Authority. The Sole Member may, from time to time, designate one or more officers with such titles as may be designated by the Sole Member to act in the name of the Company with such authority as may be delegated to such officer(s) by the Sole Member. Any such officer shall act pursuant to such delegated authority until such officer is removed by the Sole Member. Any action taken by an officer designated by the Sole Member shall constitute the act of and serve to bind the Company. In dealing with the

officers acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the officers to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

9. Cash and Property Contributed to the Company. The Sole Member shall make an initial contribution of cash or property to the Company at such time and in such amounts as the Sole Member shall determine.

10. Additional Contributions. The Sole Member may make additional contributions of cash or property to the Company at such times and in such amounts as the Sole Member shall determine.

11. Share of Profits and Other Compensation to be Received by the Members. The Sole Member shall be entitled to all of the profits, losses and distributions of the Company.

12. Fiscal Year. The fiscal year of the Company shall be the calendar year.

13. Amendments. Amendments to this Agreement may be made only if embodied in an instrument signed by the Sole Member.

14. Amendment of Certificate. In the event this Agreement shall be amended pursuant to Section 11 hereof, the Sole Member shall amend the Certificate of Formation of the Company to reflect such change if it deems such amendment of the Certificate of Formation of the Company to be necessary or appropriate.

15. Indemnification.

(a) The Company shall indemnify and hold harmless the Sole Member and its affiliates and their respective stockholders, members, managers, directors, officers, employees and agents (each, an "Indemnified Party") from and against any loss, expense, damage or injury suffered or sustained by them, by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were not a result of fraud or willful misconduct by such Indemnified Party. Any indemnification pursuant to this Section 13 shall only be from the assets of the Company.

(b) Expenses (including attorneys' fees) incurred by an Indemnified Party in a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding; provided that if an Indemnified Party is advanced such expenses and it is later determined that such Indemnified Party was not entitled to indemnification with respect to such action, suit or proceeding, then such Indemnified Party shall reimburse the Company for such advances.

(c) No amendment, modification or deletion of this Section 13 shall apply to or have any effect on the right of any Indemnified Party to indemnification for or with respect to any acts or omissions of such Indemnified Party occurring prior to such amendment, modification or

deletion.

16. Exculpation. No Indemnified Party shall be liable, responsible or accountable in damages or otherwise to the Company or any member of the Company for any loss incurred as a result of any act or failure to act by such Indemnified Party on behalf of the Company unless such loss is finally determined by a court of competent jurisdiction to have resulted solely from such Person's fraud or willful misconduct. No amendment, modification or deletion of this Section 14 shall apply to or have any effect on the liability or alleged liability of any Indemnified Party for or with respect to any acts or omissions of such director occurring prior to such amendment, modification or deletion.

16. Liability. The Sole Member shall not be liable for the repayment, satisfaction or discharge of any Company liabilities.

17. Expenses. The Company shall pay for all expenses incurred in connection with the operation of the Company's business. The Sole Member and the officers, employees and agents of the Company shall be entitled to receive out of Company funds reimbursement of all Company expenses expended by such persons.

18. Governing Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of Delaware.

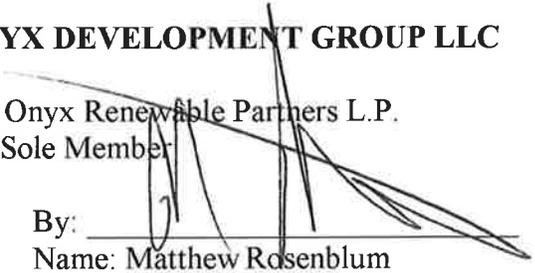
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

SOLE MEMBER:

ONYX DEVELOPMENT GROUP LLC

By: Onyx Renewable Partners L.P.

Its: Sole Member

By: 

Name: Matthew Rosenblum

Title: CEO & Authorized Signatory

LIMITED LIABILITY COMPANY AGREEMENT

OF

ONYX DEVELOPMENT GROUP LLC

This LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of ONYX DEVELOPMENT GROUP LLC (the “Company”) is made and entered into as of July 1, 2015, by Onyx Renewable Partners L.P. (the “Sole Member”).

1. Name. The name of the Company is “ONYX Development Group LLC.”
2. Business of the Company. The purpose and business of the Company shall be the conduct of any business or activity that may be conducted by a limited liability company organized pursuant to the Delaware Limited Liability Company Act, as amended from time to time.
3. Location of Principal Place of Business. The location of the principal place of business of the Company is:

126 E. 56th Street, Floor 19
New York, NY 10022
4. Term of Company. The Company is to begin as of the date hereof, and the Company is to terminate upon determination of the Sole Member.
5. Authority. Subject to the limitations provided in this Agreement, the Sole Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Sole Member on behalf of the Company shall constitute the act of and serve to bind the Company. In dealing with the Sole Member acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the Sole Member to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of the Sole Member as set forth in this Agreement.
6. Election of Officers; Delegation of Authority. The Sole Member may, from time to time, designate one or more officers with such titles as may be designated by the Sole Member to act in the name of the Company with such authority as may be delegated to such officer(s) by the Sole Member. Any such officer shall act pursuant to such delegated authority until such officer is removed by the Sole Member. Any action taken by an officer designated by the Sole Member shall constitute the act of and serve to bind the Company. In dealing with the officers acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the officers to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

7. Cash and Property Contributed to the Company. The Sole Member shall make an initial contribution of cash or property to the Company at such time and in such amounts as the Sole Member shall determine.

8. Additional Contributions. The Sole Member may make additional contributions of cash or property to the Company at such times and in such amounts as the Sole Member shall determine.

9. Share of Profits and Other Compensation to be Received by the Members. The Sole Member shall be entitled to all of the profits, losses and distributions of the Company.

10. Fiscal Year. The fiscal year of the Company shall be the calendar year.

11. Amendments. Amendments to this Agreement may be made only if embodied in an instrument signed by the Sole Member.

12. Amendment of Certificate. In the event this Agreement shall be amended pursuant to Section 11 hereof, the Sole Member shall amend the Certificate of Formation of the Company to reflect such change if it deems such amendment of the Certificate of Formation of the Company to be necessary or appropriate.

13. Indemnification.

(a) The Company shall indemnify and hold harmless the Sole Member and its affiliates and their respective stockholders, members, managers, directors, officers, employees and agents (each, an “Indemnified Party”) from and against any loss, expense, damage or injury suffered or sustained by them, by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorneys’ fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were not a result of fraud or willful misconduct by such Indemnified Party. Any indemnification pursuant to this Section 13 shall only be from the assets of the Company.

(b) Expenses (including attorneys’ fees) incurred by an Indemnified Party in a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding; provided that if an Indemnified Party is advanced such expenses and it is later determined that such Indemnified Party was not entitled to indemnification with respect to such action, suit or proceeding, then such Indemnified Party shall reimburse the Company for such advances.

(c) No amendment, modification or deletion of this Section 13 shall apply to or have any effect on the right of any Indemnified Party to indemnification for or with respect to any acts or omissions of such Indemnified Party occurring prior to such amendment, modification or deletion.

14. Exculpation. No Indemnified Party shall be liable, responsible or accountable in damages or otherwise to the Company or any member of the Company for any loss incurred as a result of any act or failure to act by such Indemnified Party on behalf of the Company unless such loss is finally determined by a court of competent jurisdiction to have resulted solely from such Person's fraud or willful misconduct. No amendment, modification or deletion of this Section 14 shall apply to or have any effect on the liability or alleged liability of any Indemnified Party for or with respect to any acts or omissions of such director occurring prior to such amendment, modification or deletion.

16. Liability. The Sole Member shall not be liable for the repayment, satisfaction or discharge of any Company liabilities.

17. Expenses. The Company shall pay for all expenses incurred in connection with the operation of the Company's business. The Sole Member and the officers, employees and agents of the Company shall be entitled to receive out of Company funds reimbursement of all Company expenses expended by such persons.

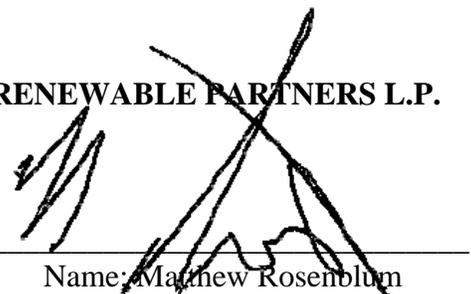
18. Governing Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

SOLE MEMBER:

ONYX RENEWABLE PARTNERS L.P.

By:

A handwritten signature in black ink, appearing to read 'Matthew Rosenblum', is written over a horizontal line. The signature is somewhat stylized and overlaps with the text below it.

Name: Matthew Rosenblum
Title: CEO & Authorized Signatory

ONYX RENEWABLE PARTNERS L.P.

Consent of the General Partner

October 13, 2014

The undersigned, in its capacity as the general partner (the “*General Partner*”) of Onyx Renewable Partners L.P., a Delaware limited partnership (the “*Partnership*”), does hereby consent in writing to the adoption of the following resolutions:

Certificate of Limited Partnership

RESOLVED, that the Certificate of Limited Partnership (the “*Certificate*”), which was filed in the office of the Secretary of State of the State of Delaware on October 13, 2014, is hereby accepted, approved and adopted in all respects and Sean T. Klimczak and Matthew Rosenblum (together, the “*Authorized Persons*”), are authorized and instructed to insert a copy of the Certificate in the official record book of the Partnership; and further

Fiscal Year

RESOLVED, that the fiscal year of the Partnership shall begin on January 1 and end on the following December 31; and further

Employer Tax Identification Number

RESOLVED, that the Authorized Persons be, and hereby are, authorized and empowered to apply for an employer identification number on behalf of the Partnership; and further

Bank Accounts

RESOLVED, that the Authorized Persons are authorized to establish accounts in the name of and on behalf of the Partnership with any financial institution(s), either within or without the continental United States, as are necessary or advisable, and in connection therewith to execute the regular resolution forms of such institution(s) which are incorporated by reference in and made a part of this resolution, and the Authorized Persons are directed to place a copy of each such resolution form in the official record book of the Partnership; and further

RESOLVED, that the Authorized Persons, shall be the authorized signatories on any such financial institution accounts established in the name and on behalf of the Partnership; and further

RESOLVED, that the Authorized Persons, shall, when requested, certify the adoption of these resolutions to any financial institution in which an account is established; and further

Expenses

RESOLVED, that the Authorized Persons, are directed to pay all expenses properly incurred in connection with the organization of the Partnership; and further

Qualification; Authority

RESOLVED, that the Authorized Persons are hereby authorized and empowered to qualify the Partnership to do business as a foreign partnership in any state, territory or dependency of the United States or in any foreign country in which it is necessary for the Partnership to qualify to transact business as a foreign limited partnership and in connection therewith, each authorized person is authorized:

(a) to appoint all necessary agents or attorneys for services of process and to substitute new agents or attorneys for such purpose;

(b) to designate the location of all necessary statutory offices and to change the location thereof;

(c) to make and file all necessary certificates, representations, powers of attorney and other instruments as may be required by the laws of any state, territory, dependency, province or country to authorize the Partnership to transact business therein; and

(d) whenever it is advisable for the Partnership to cease doing business therein and withdraw therefrom, to revoke any such appointment of agent or attorney for service of process and to file any certificate of revocation of appointment or surrender of authority as may be necessary to terminate the authority of the Partnership to do business in any such state, territory, dependency, province or country; and the taking of any such action by any officer shall be conclusive evidence of its authorization hereby; and further

RESOLVED, that each Authorized Person is hereby authorized and empowered to sign in the name and on behalf of the Partnership all documents necessary to be signed by the Partnership in the ordinary course of its business; and that each Authorized Person is also hereby authorized and empowered to sign in attestation on all documents of the Partnership and to certify and issue copies of this or any other resolution adopted by the General Partner on behalf of the Partnership; and further

Miscellaneous

RESOLVED, that the Authorized Persons, are hereby authorized and empowered, for and on behalf of the Partnership, to do and perform, or cause to be done and

performed, all such acts and things, to pay or cause to be paid all such costs and expenses, and to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, all such agreements, certificates, instruments, and other documents that are necessary or appropriate to effectuate and carry out the purposes and intent of any of the foregoing resolutions; and that any and all lawful acts undertaken by such authorized persons prior to the adoption of these resolutions that relate thereto, in the name of or on behalf of the Partnership, are hereby ratified, confirmed and adopted by the Partnership.

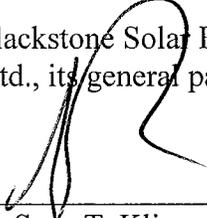
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first above written.

GENERAL PARTNER:

**BLACKSTONE SOLAR HOLDCO
(CAYMAN) L.P.**

By: Blackstone Solar Holdco (Cayman) GP
Ltd., its general partner

By: 

Name: Sean T. Klimczak
Title: Authorized Signatory