



APPENDICES



Appendix 1-A: Amended and Restated Limited Liability Company Agreement

**AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
Hecate Energy Cider Solar LLC
a Delaware Limited Liability Company**

Dated as of June 30, 2018

**AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
Hecate Energy Cider Solar LLC
A DELAWARE LIMITED LIABILITY COMPANY
(the “Company”)**

The Company was formed on March 8, 2019 and Hecate Energy LLC (“Hecate”) was admitted on such date as its sole member and was issued all of the Company’s limited liability company interests. In accordance with a Contribution Agreement, dated as of June 30, 2018 (the “Contribution Agreement”), Hecate contributed all of its right, title and interest in and to the Company (including the Interest (as defined below)) to Hecate Energy NAF LLC (“NAF”) and NAF was admitted as the Company’s sole member (the “Member”). The Member amends and restates the existing Limited Liability Company Agreement of the Company as follows (such amended and restated Limited Liability Company Agreement, this “Agreement”):

1. Name. The name of the limited liability company (the “Company”) is Hecate Energy Cider Solar LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act and all of the lawful powers and privileges granted by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the lawful business purposes or activities of the Company.

3. Formation; Term; Existence. Chris Bullinger, as an authorized person, of executed, delivered and filed the initial Certificate of Formation of the Company with the Secretary of State of the State of Delaware. The Member shall execute, deliver and file any amendments and/or restatements of the Certificate of Formation of the Company and any other certificates or other documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the initial Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 16 hereof The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The LLC shall continuously maintain in the state of Delaware, a known place of business that may be the address of its statutory agent.

5. Registered Agent. The LLC shall continuously maintain in the state of Delaware, a statutory agent who may be:

- a) An individual who resides in Delaware;
- b) A domestic LLC formed under Delaware state law;
- c) A foreign LLC authorized to transact business in the state of Delaware;

- d) A limited liability company formed under Delaware state law, or
- e) A limited liability company authorized to transact business in the state of Delaware.

Registered Agent and office location is listed as:

Corporation Service Company
251 Little Falls Drive
Wilmington DE 19808
New Castle County

6. Admission of Member. As of the date hereof, the Member has been admitted to the Company as the sole member of the Company in respect of the Interest (as hereinafter defined), which Interest has been transferred to the Member by Hecate in accordance with the Contribution Agreement.

7. Interest. The Company shall be authorized to issue a single class of limited liability company interest in the Company (the "Interest") which shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement and under the Act, together with all obligations of such person to comply with the terms and provisions of this Agreement and obligations under the Act.

8. Capital Contributions. The Member may, but shall not be required to, contribute a cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. It is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company's Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Manager of the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member on behalf of the Company.

11. Distributions. At such time or times as the Member shall determine, the Member may cause the Company to distribute to the Member any cash held by the Company that is neither reasonably necessary for the operation of the Company nor otherwise in violation of applicable law (including, but not limited to, the Act).

12. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed

resigned and withdrawn in respect of such Interest or portion thereof; provided, in any event, that the transferee must agree in a document or instrument to be bound by the terms of this Agreement.

13. Resignation and Withdrawal. The Member may resign or withdraw from the Company at any time. Upon any such permitted resignation or withdrawal, the resigning or withdrawing Member shall receive the fair value of its Interest in accordance with the Act, determined as of the date it ceases to be a member of the Company.

14. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest or except upon the consent of the Member.

15. Compensation. The Member shall not receive compensation for services rendered to the Company.

16. Dissolution. The Company shall dissolve, and its affairs shall be wound up, in accordance with the Act. Upon the dissolution of the Company, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to Section 17 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the liquidation and winding up of the Company.

17. Distributions upon Dissolution. Upon the dissolution of the Company as provided in Section 16, the assets of the Company shall be distributed in accordance with the Act.

18. Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Sections 16 and 17 and the Act, the Member shall promptly cause to be executed and filed the necessary documents to terminate, cancel and/or dissolve the Company in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable.

19. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act, if any.

20. Amendment. This Agreement may be amended only in a writing signed by the Member.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

22. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain hereunder.

23. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing or by electronic mail or facsimile and shall be deemed to have been delivered, given and received for all purposes (a) when the same is delivered, if delivered personally to the person or to an officer of the person to whom the same is directed, (b) when the same is actually received, if sent either by courier or delivery service or registered or certified mail, postage and charges prepaid, or (c) when the same is sent unless the sender has actual knowledge of non-receipt, if sent by electronic mail or facsimile, if such electronic mail or facsimile is followed by a hard copy of the emailed or facsimiled communication sent either by courier or delivery service or registered or certified mail, postage and charges prepaid, addressed to the recipient party at the address, electronic mail address and/or facsimile number set forth for such party in the books and records of the Company.

24. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement shall control and the Default Rule shall be modified or negated accordingly and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule shall be so construed. For purposes of this Section 24, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company's Certificate of Formation or limited liability company or operating agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the date first above written

MEMBER:

Hecate Energy NAF LLC

By: Hecate Energy LLC, its sole member

By:  _____
Manager