

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

AVANGRID RENEWABLES, LLC

(an Oregon limited liability company)

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**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
AVANGRID RENEWABLES, LLC**

This Amended and Restated Limited Liability Company Agreement of Avangrid Renewables, LLC, an Oregon limited liability company (the “**Company**”), entered into by Avangrid Renewables Holdings, Inc. a Delaware corporation and the sole Member of the Company (the “**Member**”), is effective May 5, 2016, and amends and restates that certain Limited Liability Company Agreement of the Company, dated April 2, 2012, as amended by that First Amendment dated April 16, 2013 (this “**Agreement**”). Capitalized terms used in this Agreement shall have the meanings ascribed thereto in Schedule A.

**ARTICLE 1
ORGANIZATION AND PURPOSES OF COMPANY**

Section 1.1 Organization. The Company was created by the filing of Articles of Conversion with the Secretary of State of Oregon pursuant to which Iberdrola Renewables, Inc., an Oregon corporation of which the Member was the sole stockholder, converted into an Oregon limited liability company of which the sole member is the Member. The Member hereby elects to continue the Company’s business and affairs under and consistent with this Agreement, the Act and the Articles of Conversion, as each may be amended from time to time. The Member shall from time to time contribute such Property to the Company as is agreed upon by the Company and the Member.

Section 1.2 Purposes and Powers. The Company shall have all powers provided for in the Act and may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business.

Section 1.3 No Personal Liability. The Company is an Oregon limited liability company and not a general or limited partnership. No Member shall have personal liability for any Company operations, debts, obligations or liability merely as a result of being a Member.

**ARTICLE 2
MANAGEMENT**

Section 2.1 Management . The business and affairs of the Company will be managed under the direction of one or more managers. The initial manager shall be the Member. From and after the date of the establishment (by written consent) of a board of managers by the Member pursuant to this Section (the “**Board**”), each member of the Board (a “**Board member**” or “**member of the Board**”) shall be a manager of the Company within the meaning of Section 63.001(19) of the Act. All references to "Board" herein (other than those relating solely to the composition, operation and functioning of the Board) shall, prior to the appointment of the Board by the Member, be read to references to the initial manager, and the initial manager shall exercise all authority, power and discretion of the Board specified hereunder until such appointment.

(a) The Board shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters listed below in this Section 2.1 or that this Agreement or the Act does not make expressly subject to approval by the Members, and to perform any and all other acts or activities necessary, customary, desirable or incident to the management of the Company's business.

(b) The Board shall have authority to take the following actions on behalf of the Company without any consent of the Members:

(1) To cause the Company to borrow money for any purpose of the Company from financial institutions, a Member, or any affiliate a Member on such terms and conditions as are commercially reasonable in the judgment of the Board;

(2) In connection with any borrowing by the Company, to hypothecate, encumber and grant security interests in any or all of the Company Property to secure repayment of the borrowed sums;

(3) To acquire, improve, manage, charter, operate, lease, sell, transfer, exchange, encumber, pledge or dispose of any or all Company Property (whether in any such case in a single transaction of all or substantially all of the Company Property or in individual transactions), including without limitation in a transaction on terms and conditions that are commercially reasonable in the judgment of the Board between the Company and a Member;

(4) To cause the Company to merge or otherwise combine with any other entity on terms and conditions that are commercially reasonable in the judgment of the Board; and

(5) To execute instruments and documents, including without limitation checks, drafts, notes and other negotiable instruments, leases, mortgages or deeds of trust, security agreements, financing statements, deeds, assignments, bills of sale and other documents providing for the acquisition, mortgage or disposition of Company Property, partnership agreements, operating agreements of other limited liability companies, power purchase or sale agreements and any other instruments or documents necessary, in the opinion of the Board, to the business of the Company.

(c) Unless authorized to do so by this Agreement or by the Board, no individual member of the Board, Member, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

Section 2.2 Appointment of Officers. The Board may delegate all or some of the authorities delegable by law or granted to the Board under this Agreement to the officers, agents and employees of the Company. The officers of the Company shall include a Chief Executive Officer, and a Secretary, and may also include a Chairman of the Board, President, one or more

Vice Presidents, and one or more Assistant Secretaries and such other officers as the Board may from time-to-time designate. The officers shall be appointed by the Board at the first meeting of the Board after the Annual Meeting of the Members in each year. The Board may also appoint other officers, agents and employees, who shall have such authority and perform such duties as may be prescribed by the Board. All officers shall hold office until the meeting of the Board following the next Annual Meeting of the Members after their appointment and until their successors shall have been appointed and shall have qualified. Any two or more offices may be held by the same person, except the offices of Chief Executive Officer and Secretary. Any officer, agent or employee of the Company may be removed by the Board with or without cause. Such removal without cause shall be without prejudice to such person's contract rights, if any, but the appointment of any person as an officer, agent or employee of the Company shall not of itself create contract rights. The compensation of officers, agents and employees appointed by the Board shall be fixed by the Board, but this power may be delegated to any officer, agent or employee as to persons under his or her direction or control. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties. All officers as between themselves and the Company shall have such authority and perform such duties in the management of the Company as may be provided in this Agreement or, to the extent not so provided, by the Board.

Section 2.3 Powers and Duties of Officers.

(a) Each officer shall exercise such powers and perform such duties as shall be set forth in this Article 2.

(1) Powers and Duties of the Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Company and, subject to the control of the Board and in accordance with the Signature Authorization Policy, shall be responsible for the properties, business and affairs of the Company. In the absence of the Chairman of the Board (or if there be none), he or she shall preside at all meetings of the Members and of the Board at which he or she is present. The Chief Executive Officer shall have any other duties and responsibilities prescribed by the Board. Upon obtaining prior approval from the Board, the Chief Executive Officer (i) may vote the stock or other securities of any other domestic or foreign corporation of any type or kind which may at any time be owned by the Company, and (ii) may execute any stockholders', members' or other consents in respect thereof. The Board, by resolution from time to time, may confer like powers upon any other person or person.

(2) Powers and Duties of the President. Unless otherwise determined by the Board, the President shall be the chief operating officer of the Company, and in the absence of a Chief Executive Officer, shall also be the chief executive officer of the Company. Subject to the control of the Board and in accordance with the Signature Authorization Policy, the President shall manage the ongoing business operations of the Company. The President shall have any other duties and responsibilities prescribed by the Board. The Board by resolution from time to time may confer like powers upon any other person or persons.

(3) Powers and Duties of Vice Presidents. Each Vice President shall have such powers and perform such duties as the Board may prescribe. All such powers and duties will be executed in accordance with the Signature Authorization Policy.

(4) Powers and Duties of the Secretary. The Secretary shall have charge of the minutes of all proceedings of the Members and of the Board. He or she shall attend to the giving of all notices to Members and members of the Board. He or she shall have charge of the seal of the Company and shall attest the same by his or her signature whenever required. He or she shall have charge of the record of Members of the Company, and of such other books and papers as the Board may direct. He or she shall have all such powers and duties as generally are incident to the position of Secretary in an Oregon corporation or as may be assigned to him or her by the Board, all such power and duties to be executed in accordance with the Signature Authorization Policy.

(5) Powers and Duties of Assistant Secretaries. In the absence or inability of the Secretary to act, any Assistant Secretary may perform all the duties and exercise all the powers of the Secretary. The performance of any such duty shall be conclusive evidence of his or her power to act. An Assistant Secretary shall also perform such other duties as the Board may assign to him or her. All powers and duties will be executed in accordance with the Signature Authorization Policy.

Section 2.4 Signature Authority. Notwithstanding anything in this Article 2 to the contrary, all officers and other authorized signatories of the Company shall be subject to a separate “Signature Authorization Policy” document established and approved by the Board, which may be amended from time to time in writing by the Board. The signature of authorized signatories, as authorized by, and exercised in accordance with, the Signature Authorization Policy, shall be necessary and sufficient to bind the Company, and a copy of this Agreement may be shown to the appropriate parties in order to confirm the same. The initial Signature Authorization Policy of the Company is attached hereto as Schedule B.

Section 2.5 Election, Number, Composition and Competencies of the Board

(a) The Board will consist of a minimum of two (2) persons and a maximum of ten (10), who will be elected by a majority vote of the Members subject to applicable laws and this Agreement. The term of office of each member of the Board shall be from the time of his or her election and qualification until the Annual Meeting of Members next succeeding his or her election and until his or her successor shall have been elected and shall have qualified. If at any time the number of members of the Board exceeds four (4) persons, at least one (1) of the member of the Board must be an Independent Board Member.

(b) The number of Board members may be changed at any time and from time to time by vote of the Members entitled to vote for the election of members of the Board, or, in the absence of a Member designation, at any meeting of the Board by the vote of a

majority of the entire Board, except that no decrease by the Board shall shorten the term of any incumbent member of the Board.

(c) Newly-created positions on the Board resulting from an increase in the number of members of the Board and vacancies occurring in the Board during the term of office, including without limitation the removal of Board members by the Members without cause or Board member resignation, may be filled either by vote of the Members or by the vote of the Board. If the number of Board members then in office is less than a quorum, such newly-created positions on the Board and vacancies on the Board may be filled by vote of a majority of the Board members then in office or by majority vote of the Members at any Annual or Special Meeting of the Members. Such newly created positions on the Board will be subject to Member approval at the next Annual Member Meeting.

(d) A member of the Board may resign from his or her office at any time by delivering his or her resignation in writing to the Company, and the acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make such resignation effective.

(e) Any or all of the members of the Board may be removed, for cause or without cause, by vote of the Members or by decision of the relevant court.

(f) The Board has the authority to adopt resolutions on all matters that have not been attributed by the Bylaws or reserved by law to the Members.

Section 2.6 Independent Board Member. To be considered an Independent Board Member, the Board of the Company must affirmatively determine that the member of the Board does not, other than in his or her capacity as a member of the Board or any Board committee (whether of the Company or of any parent of subsidiary thereof), have any material relationship with the Company, including: (i) direct or indirect acceptance of any consulting, advisory, or other compensatory fee from the Company or any subsidiary thereof; or (ii) status as an affiliated person of the Company, any subsidiary of the Company, or of any Member owning ten percent or more of any class of voting membership interests of the Company.

Section 2.7 Positions on the Board.

(a) The initial manager may designate a Chairman upon its initial appointment of the Board. Thereafter, the Board shall select any successor Chairman from among its members in accordance with this Section, and, if so decided, a Vice-chairman, to be proposed by the Chairman.

(b) Powers and Duties of the Chairman of the Board. The Chairman of the Board (if there be one) shall preside at all meetings of the Members and of the Board at which he or she is present and shall perform such other duties as this Agreement may prescribe or the Board may designate to the extent they are not in conflict with what this Agreement prescribes. In the event of the Chief Executive Officer's incapacity to serve in such position (including where the Chief Executive Officer resigns or is removed by the Board without a replacement having been appointed by the Board) the Chairman shall

assume the powers and duties of the Chief Executive Officer until the Chief Executive Officer's incapacity has ended or, if earlier, upon the appointment by the Board of a replacement to serve as Chief Executive Officer. Except in the event of the incapacity of the Chief Executive Officer, the Chairman of the Board shall not have authority to bind the Company as its agent.

(c) Powers and Duties of the Vice Chairmen of the Board. Each Vice Chairman of the Board (if there be any) shall have such powers and perform such duties as the Board may prescribe. In the absence or disability of the Chairman of the Board, the Vice Chairman of the Board who has served in that capacity for the longest time and who shall be present and able to act, shall perform all the duties and exercise all the powers of the Chairman of the Board that follows from his or her capacity as member of the Board of the Company.

Section 2.8 Meetings of the Board.

(a) Meetings. Meetings of the Board, regular or special, may be held at any place within or without the State of Oregon as the Board from time to time may fix or as shall be specified in the respective notice or waivers of notice thereof. Any one or more members of the Board or of any committee may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at any such meeting of the Board or committee thereof. An Annual Meeting of the Board for the appointment of officers shall be held on the day on which the Annual Meeting of the Members shall have been held, at the same place and as soon after the holding of such meeting of Members as is practicable, and no notice thereof need be given. The Board may fix times and places for regular meetings of the Board and no notice of such meetings need be given. Special meetings of the Board shall be held whenever called by the Chief Executive Officer or by at least one-third of the members of the Board then in office.

(b) Notice of Meetings. Notice of each such meeting shall be given by the Secretary or by a person calling the meeting to each Board member by mailing the same not later than the second day before the meeting, or personally or by emailing or telephoning the same not later than the day before the meeting. Notice of a meeting need not be given to any member of the Board who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

(c) Written Consent of Board in Lieu of a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by Board members having not less than the number of votes that would be necessary to authorize or take such action at a meeting at which all Board members entitled to vote thereon were present and voted. A consent transmitted by electronic submission by a Board member or by a person or persons authorized to act for such Board member shall be deemed to be written and signed for purposes of this Agreement.

The term "electronic submission" means an electronic record within the meaning of UETA that is transmitted by any electronic (as defined in UETA) means, including but not limited to email sent from an email address that is on file with the Secretary of the Company as being an email address for a Board member or a Person authorized to act for such Board member. A Board member's indication of approval in an electronic submission to the Secretary and/or the other members of the Board shall be understood to manifest an intention by such Board member to sign the consent item (including but not limited to resolutions of the Board) presented for the Board's consideration, and therefore be deemed an "electronic signature" within the meaning of UETA on such consent item. It shall be sufficient to associate a consent item with the electronic signature of a Person (the Board member or Person authorized to act for such Board member) if the Person replies to an email or other electronic record without attaching or including the text of the consent item in such Person's reply. Each resolution adopted by the Board at a meeting and all written consents by the members of the Board or committee of the Board pursuant to this Section shall be filed with the minutes of the proceedings of the Board or such committee.

(d) Quorum and Voting. A majority of the entire Board shall constitute a quorum for the transaction of any business. Except as otherwise provided by law, the vote of a majority of the Board members present at a meeting at the time of the vote, if a quorum is present at such time, shall be the act of the Board, but a majority of the Board members present, whether or not a quorum is present, may adjourn any meeting to another time and place. No notice of any such adjournment need be given.

(e) Requisite Vote of the Board. Actions by the Board and resolutions in respect thereof will be passed by a majority of the Board members present at the meeting, except when applicable law requires a higher majority. In the event of a tie in voting, the Chairman of the Board will have the deciding vote.

Section 2.9 Formalization of the Resolutions.

(a) The deliberations and the resolutions of the Board will be recorded in the minute book, and will be signed by the Chairman and the Secretary, or whosoever has the authority to act in their stead.

(b) The certifications, total or partial, necessary to evidence the resolutions of the Board, will be issued and signed by the Secretary or the Assistant Secretary of the Board, and countersigned by the Chairman, the Vice-chairman or any Control, or substitute thereof, under the Class A or B Authority Matrix that is incorporated into the Signature Authorization Policy.

Section 2.10 Committees of the Board.

(a) The Board, by resolution adopted by a majority of the entire Board, may create and maintain committees composed of those designated from among its members. Each committee will be composed of one or more Board members designated by the Board, with the favorable vote of a majority of the Board, and such positions will be

renewed in the terms, manner and number as decided by the Board, which will also establish such committee's rules of operation.

(b) The Board may designate one or more members of the Board as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

(c) The Board may accordingly create and maintain an Executive Committee to which it may delegate, unless otherwise decided by the Board, all the authorities of the Board which are delegable in accordance with applicable law or this Agreement.

Section 2.11 General Duties of Board Members. Each Board member shall perform his duties as a member of the Board, including his duties as a member of any committee of the Board upon which he or she may serve, in good faith and with that degree of care which an ordinarily prudent person in a like position would use under similar circumstances.

Section 2.12 Board Members' Duty of Confidentiality.

(a) Board members must maintain confidentiality in respect of the deliberations of the Board and of the Committees of which they are members, as appropriate, and, in general, they will not disclose information, data, reports or background information to which they have had access in the performance of their position, or use such items for their own benefit or for the benefit of any third party, without prejudice to the transparency and reporting obligations imposed by applicable legislation.

(b) The Board members' obligation to maintain confidentiality will remain valid even after they cease to be Board members.

(c) The members of the Board shall not disclose confidential operational information or confidential market information related to the transmission and distribution systems of the Company's regulated utilities to unregulated affiliates, unless applicable regulations and circumstances allow for such information sharing.

Section 2.13 Conflicts of Interest, Transactions with Board Members and Transactions with the Members and with other Companies Belonging to its Group. Subject to applicable law no director of the Company shall be deemed to have an interest in any transaction solely as a result of such transaction being entered into with an affiliated entity where such director serves as a director or officer and does not otherwise have any personal interest in the transaction.

Section 2.14 Remuneration of Board Members. Board members may receive compensation for their services as Board members in such form and amounts and at such times as may be prescribed from time to time by the Board.

Section 2.15 Assistance of Experts.

(a) In performing his duties, a Board member shall be entitled to rely on information, opinions, reports or statements including financial statements and other financial data, in each case prepared or presented by:

(1) one or more officers or employees of the Company or any other company of which at least fifty percent of the outstanding shares of stock (or other ownership interests) entitling the holders thereof to vote for the election of directors (or other persons or entities charged with overall management of such company) is owned, directly or indirectly, by the Company, whom the Board member believes to be reliable and competent in the matters presented;

(2) counsel, public accountants, or other persons as to matters which the Board member believes to be within such person's professional or expert competence; or

(3) a committee of the Board upon which he or she does not serve as to matters within its designated authority, which committee the Board member believes to merit confidence, so long as in so relying he or she shall be acting in good faith and with such degree of care, but he or she shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

(b) A request for the engagement of an expert will be made through the Chairman or the Secretary of the Board, who may make it conditional on authorization first being obtained from the Board, which may be denied for just cause, including for the following reasons:

(1) The engagement of experts is not necessary for the proper performance of the duties entrusted to the members of the Board.

(2) The cost of the engagement is unreasonable, in view of the importance of the problem and the Company's assets and income.

(3) The technical assistance received may be adequately provided by the Company's experts and technicians.

(4) It may imply a risk to the confidentiality of the information to be provided to the expert.

Section 2.16 Limitation of Liability. No Board member shall be personally liable for any debt, obligation or liability of the Company merely by reason of being a member of the Board or a "manager" under the Act.

Section 2.17 Indemnification.

(a) Any person made, or threatened to be made, a party to any action or proceeding, whether civil or criminal, by reason of the fact that he or she, or his testator or intestate, is or was a member of the Board or an officer of the Company or serves or

served any other corporation; limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity at the request of the Company, shall be indemnified by the Company, and the Company shall advance his or her related expenses, to the full extent permitted by law, in accordance with the restrictions noted herein and provided such person acted in good faith for a purpose which he or she reasonably believed to be in the best interests of the Company.

(b) Notwithstanding the foregoing, indemnification is prohibited if (i) such person engaged in conduct that, through a final judicial adjudication, is determined to constitute either a breach of such person's duty of loyalty to the Company or its Members or an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law; or (ii) indemnification would be inconsistent with any provision of the Act, this Agreement, any Board or Member resolution, or any agreement or other proper Company action in effect at the time the cause of action accrued. In addition, the Company will not be obligated to make any indemnity or advance in connection with any claim made against such person for which payment has been made to such person under any insurance policy or other indemnity provision.

ARTICLE 3 UNITS; RIGHTS OF MEMBERS

Section 3.1 Units. The membership interest of the Company shall be divided into Units. The Company is authorized to issue up to 100 Units and is authorized to designate and issue separate series of Units within each class of Units. Each separate series of Units within each class of Units will be designated by a sequential number. There may be fractional Units. Units shall constitute "securities" governed by Article 8 of the applicable version of the Uniform Commercial Code, as amended from time to time after the date hereof. As of the date hereof, the Company has only one class of Units and has issued all 100 Units to Avangrid Renewables Holdings, Inc.

Section 3.2 Voting Rights. All Members (other than a Member that, pursuant to Section 6.4(b), has ceased to be entitled to vote) shall be entitled to vote on or consent to any matter submitted to a vote of, or requiring consent from, the Members. A Member entitled to vote may exercise by vote or consent that number of votes determined by multiplying the decimal equivalent of the Percentage Interest of the Member by 100.

Section 3.3 Economic Rights. The Members shall share in profits, losses or any other items allocable to any period and in distributions of Company Property in accordance with Percentage Interests. Notwithstanding the foregoing, however, distributions following any dissolution of the Company shall be made in accordance with Section 7.2.

Section 3.4 Approval of Members. Any action or transaction that requires the approval of the Members under this Agreement shall be authorized upon the affirmative vote, implementing action or written consent of a Majority of the Members unless either this Agreement or the Certificate expressly imposes a higher standard for approval by the Members, in which case the specified approval of the Members shall be required for such action or

transaction. Any Member that has an interest in the outcome of a matter submitted to the Members for a vote may vote and have such vote as a Member counted upon such matter.

Section 3.5 Meetings; Other Action by Members. Any Member or the Board may call a meeting of the Members, and the meeting shall be held in the principal executive office of the Company or at such other place and at such time as is specified in the notice of such meeting given by such Member or the Board. Members may participate in or conduct meetings through telephonic or other means of communication by which all authorized representatives (or proxy holders) of the Members participating may simultaneously communicate with each other. Members may take any action without a meeting, either by written consent describing the action taken or by implementing action (including but not limited to execution of documents), effective as of the date of signature by the necessary Members or such other date as is set forth therein. Any such consent or evidence of implementing action shall be maintained in the Company records. The attendance of a Member at a meeting shall constitute a waiver of objection to lack of notice or defective notice of the meeting, unless the Member objects at the beginning of the meeting to holding the meeting or transacting business at the meeting. A waiver of notice by a Member, given either before or after a meeting, shall be equivalent to the giving of notice of the meeting to such Member. There shall be no quorum requirement for any meeting of Members but any action that requires a vote of Members shall be approved at a meeting only upon receiving the vote of a Majority of the Members or such other vote as is required under this Agreement. Action not within the purposes described in a meeting notice may be taken at the meeting provided that such action is approved at the meeting by a Majority of the Members or such other vote as is required under this Agreement.

Section 3.6 Withdrawal. No Member has the power to withdraw voluntarily from the Company. A Member that purports to withdraw voluntarily from the Company prior to any dissolution of the Company shall be in breach of this Agreement, shall be liable to the Company for any damages arising directly or indirectly from such purported withdrawal, shall cease to be a Member but shall continue to hold Economic Rights in the Company as an Assignee and shall not be entitled to any distribution from the Company by reason of such withdrawal.

ARTICLE 4 CONFLICTS OF INTEREST

Section 4.1 Duty of Loyalty. Each Member may engage in other business activities and may pursue business opportunities competitive with the business and operations of the Company without presenting any such opportunity to the Company or the Members, and the Company, and each Member hereby waives any right or claim to participate therein.

Section 4.2 Loans and Other Transactions with Company. The Company may borrow money or transact other business with a Member on terms that are commercially reasonable determined by the Board in its reasonable discretion. The rights and obligations of a Member that lends money to or transacts business with the Company shall be the same as those of a Person that is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is expressly permitted by this Agreement or is approved or ratified as provided in this Agreement or in the Act.

**ARTICLE 5
ADDITIONAL MEMBERS**

One or more Additional Members may be admitted only if approved by the Board and all of the Members consent to any such admission, which consent may be given or arbitrarily withheld in the sole and absolute discretion of the Board and each Member. Any Additional Member shall make such contribution to the Company in cash or other Property as is agreed upon in writing by the Company, the Members and the Additional Member, which writing shall specify the value of the Additional Member's contribution, the time for making such contribution, the respective Percentage Interest of each Member following such contribution and, if the admission of the Additional Member will cause there to be more than two "Members" for tax purposes, the partnership tax provisions governing the Company effective upon the admission of the Additional Member (unless such provisions have been adopted in connection with any earlier admission of an Additional Member or Substitute Member). Notwithstanding the foregoing, a Person shall not become an Additional Member unless and until such Person becomes a party to this Agreement as a Member by signing a counterpart signature page to this Agreement and executing such documents and instruments as the Board reasonably may request to confirm such Person as a Member in the Company and such Person's agreement to be bound by the terms and conditions of this Agreement.

**ARTICLE 6
TRANSFERS OF INTERESTS; MEMBERSHIP INTEREST CERTIFICATES**

Section 6.1 Restriction on Transfers. Except as otherwise permitted by Section 6.2, no Member or Assignee shall Transfer all or any portion of such Person's interest in the Company. Any purported Transfer not permitted under Section 6.2 shall be null and void and of no force or effect whatsoever.

Section 6.2 Permitted Transfers. Subject to the conditions and restrictions set forth in Sections 6.3 and 6.4, a Member or Assignee may at any time Transfer all or any portion of such Person's interest in the Company:

- (a) To any other Member;
- (b) In the case of the Initial Member, or any successor to any or all of the interest of the Initial Member in the Company, to any transferee acceptable to the Initial Member or such successor in the sole and arbitrary discretion of such Member or successor, whichever is the Assignor;
- (c) In any involuntary Transfer by operation of law; or
- (d) To any transferee upon the consent of the Board and a Majority of the Members, taking into account, in the case of the latter, only the non-Transferring Members.

Notwithstanding any provision of this Section 6.2 apparently to the contrary, any permitted Assignee under this Section 6.2 shall be admitted as a Substitute Member only in accordance with Section 6.5 except that (i) an Assignee described in Section 6.2(a),

6.2(b) or 6.2(c) shall be automatically admitted as a Substitute Member with respect to the interest acquired without any action pursuant to Section 6.5, unless otherwise expressly provided in connection with such Transfer, and (ii) an Assignee in a Transfer described in this Section 6.2(d) that is approved by a vote sufficient under both of this Sections 6.2(d) and Section 6.5(a) shall, unless otherwise expressly provided in connection with such vote, be automatically admitted as a Substitute Member without a separate vote pursuant to Section 6.5(a).

Section 6.3 Conditions to Permitted Transfers. A Transfer shall not be permitted under Section 6.2 unless and until each of the following conditions are satisfied:

(a) The Assignor and Assignee have executed and delivered to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the Assignee to be bound by the provisions of this Agreement and, if the Transfer will cause there to be more than two “Members” for tax purposes, all of the Members have agreed in writing on the partnership tax provisions governing the Company effective upon the admission of the Substitute Member (unless such provisions have been adopted in connection with any earlier admission of an Additional Member or Substitute Member).

(b) The Assignor and/or Assignee have reimbursed the Company for all costs and expenses that the Company reasonably incurs in connection with the Transfer.

(c) The Assignor and Assignee have provided to the Company the Assignee’s taxpayer identification number, sufficient information to determine the Assignee’s initial tax basis in the interest Transferred and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any interest Transferred until it has received such information.

Section 6.4 Rights and Obligations of Assignees and Assignors. A Transfer by any Member or other Person shall not itself dissolve the Company or, except as otherwise provided in this Agreement, entitle the Assignee to become a Member or exercise any rights of a Member, including without limitation any Management Rights.

(a) A Transfer by any Member, including without limitation any involuntary Transfer, shall eliminate the Transferring Member’s power and right to vote (in proportion to the extent of the interest Transferred) on any matter submitted to the Members, and, for voting purposes, such interest shall not be counted as outstanding in proportion to the extent of the interest Transferred. The Transfer shall also eliminate the Member’s entitlement to any Management Rights associated with the Transferred interest, including without limitation rights to information, but shall not cause the Member to be released from any liability to the Company solely as a result of the Transfer.

(b) An Assignee not admitted as a Substitute Member shall be entitled only to the Economic Rights with respect to the interest Transferred and shall have no Management Rights (including without limitation rights to any information or accounting of the affairs of the Company or to inspect the books or records of the Company) with respect to the interest Transferred. If an Assignee becomes a Substitute Member, the voting rights associated with the interest Transferred shall be restored and be held by the Substitute Member along with all other Management Rights with respect to the interest Transferred. The Assignee shall have no liability as a Member solely as a result of the Transfer.

(c) If a court of competent jurisdiction charges an interest in the Company with the payment of an unsatisfied amount of a judgment, to the extent so charged the judgment creditor shall be treated as an Assignee.

Section 6.5 Admission of Assignee as Substitute Member. Subject to any other applicable provisions of this Article 6, an Assignee may be admitted to the Company as a Substitute Member, with all of the Management Rights of a Member, but only upon satisfaction of all of the following conditions:

(a) The Board and a Majority of the non-Transferring Members consent to such admission, which consent may be given or arbitrarily withheld in the sole and absolute discretion of the Board and each such Member;

(b) The Assignee becomes a party to this Agreement as a Member by executing a counterpart signature page to this Agreement and executing such documents and instruments as the Board may reasonably request as necessary or appropriate to confirm such Assignee as a Member in the Company and such Assignee's agreement to be bound by the terms and conditions of this Agreement;

(c) The Assignee pays or reimburses the Company for all reasonable legal, filing and publication costs that the Company incurs in connection with the admission of the Assignee as a Member with respect to the interest Transferred; and

(d) If the Assignee is not a natural person of legal majority, the Assignee provides the Company with evidence reasonably satisfactory to counsel for the Company of the authority of the Assignee to become a Member and to be bound by the terms and conditions of this Agreement.

Section 6.6 Effect of Admission of Substitute Member. A Substitute Member shall have, to the extent of the interest Transferred, the rights and powers, and be subject to the restrictions and liabilities, of a Member and shall be liable for any obligations of the Assignor to make contributions but shall not be obligated for liabilities unknown to the Substitute Member at the time of becoming a Member.

Section 6.7 Issuance of Certificates to Members.

(a) Certificated Securities. Each Member's Units shall be "securities" governed by Article 8 of the Uniform Commercial Code in any jurisdiction (a) that has

adopted revisions to Article 8 of the Uniform Commercial Code substantially consistent with the 1994 revisions to Article 8 adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and (b) the laws of which may be applicable, from time to time, to the issues of perfection, the effect of perfection or non-perfection, and the priority of a security interest in the Members' membership interests in the Company. Each certificate evidencing such Units shall bear a legend to the effect that it evidences Membership Interest in the Company and constitutes a security for purposes of Article 8 of the Uniform Commercial Code. The Units of each Member shall be represented by membership interest certificates issued pursuant to Section 6.7(b).

(b) Issuance. The Company shall issue membership interest certificates to the Members in a form approved by the Board, which certificates shall specify the number of Units held by the Members. If a Member's membership interest certificate is lost, destroyed or mutilated, the Company may issue a new certificate in place thereof, in such manner and upon such terms and conditions as the Board may reasonably prescribe. In the event that an Additional Member is admitted, or other action is taken by the Company or the Members which alters the Percentage Interests of the Members, each Member shall, promptly upon receipt of notice thereof, return its membership interest certificate to the Company, and the Company shall, promptly after the receipt of all outstanding membership interest certificates, issue new membership interest certificates to all Members reflecting the revised Percentage Interests.

ARTICLE 7 DISSOLUTION AND WINDING UP

Section 7.1 Dissolution Events. Pursuant to the Certificate, the duration of the Company is perpetual. However, the Company shall nevertheless dissolve and commence winding up and liquidating upon the first to occur of any of the following (each, a "**Dissolution Event**"):

- (a) The sale of all or substantially all of the Company Property other than in the ordinary course of business, as determined by the Board in the Board's sole discretion; or
- (b) The vote of the Board and a Majority of the Members to dissolve, wind up and liquidate the Company.

To the maximum extent permitted by law, the Dissolution Events are the exclusive events that may cause the Company to dissolve, and the Company shall not dissolve prior to the occurrence of a Dissolution Event notwithstanding the occurrence of any event specified in the Act or any other event that might otherwise cause a dissolution.

Section 7.2 Winding Up. Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, satisfying the claims of its creditors and Members and liquidating or distributing its assets to the extent necessary therefor. Neither the Board nor any Member shall take any action that is inconsistent

with, or not necessary to or appropriate for, the orderly winding up of the Company's business and affairs. The Board, or, if there are no Board members then serving, a Majority of the Members, acting as the Company's sole manager under Act and this Agreement, (in either case, the "**Liquidator**") shall oversee the winding up and dissolution of the Company, provide a full accounting of the Company's liabilities and Property, cause the Company Property to be distributed in kind or to be liquidated as promptly as is consistent with obtaining the fair value thereof and shall cause any net proceeds therefrom and any remaining Property to be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors, including to any Member to the extent permitted under the Act;

(b) Second, to the payment and discharge of any remaining debts or liabilities of the Company to any Member; and

(c) Third, to the sole Member, or, if there is more than one Member, to the Members in accordance with positive capital account balances after giving effect to all contributions, distributions and allocations for all periods.

A Member that performs more than *de minimis* services in completing the winding up and termination of the Company pursuant to this Article 7 shall be entitled to receive reasonable compensation for the services performed.

Section 7.3 Establishment of Trust or Reserves. In the reasonable discretion of the Liquidator a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article 7 may be:

(a) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 7.2; or

(b) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company; provided that such withheld amounts shall be distributed to the Members as soon as practicable.

Section 7.4 Notices of Dissolution Event, Etc. If any Dissolution Event occurs, the Board shall, within thirty (30) days thereafter, provide notice thereof to each Member and take such other actions as the Board determines to be necessary or appropriate.

ARTICLE 8 BOOKS, RECORDS AND ACCOUNTINGS

Section 8.1 Books and Records. The Company shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence or mailing address of each Member, both past and present;

(b) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years; Copies of the Company's currently effective written limited liability company agreement and all amendments thereto, copies of any writings permitted or required under the Act and copies of any financial statements of the Company for the three (3) most recent years;

(d) Minutes of every meeting of the Members and any consents obtained from Members for actions taken without a meeting; and

(e) To the extent not contained in this Agreement, a statement prepared and certified as accurate by the Board that describes (i) the amount of cash and a description and statement of the agreed value of other Property or consideration contributed by each Member or that each Member has agreed to contribute in the future, (ii) the times at which or events on the occurrence of which any additional contributions agreed to be made by each Member, if any, are to be made and (iii) if agreed upon, the time at which or the events upon which the Company is to be dissolved and its affairs wound up.

Section 8.2 Reports

(a) Within ninety (90) days after the end of each fiscal year of the Company, the Company shall furnish to each Member an annual report consisting of at least the following to the extent applicable:

(1) A copy of the Company's federal information income tax return for that fiscal year, if any;

(2) Profit and loss statements;

(3) A balance sheet showing the Company's financial position as of the end of that fiscal year; and

(4) Any additional information that the Members may require for the preparation of their individual federal and state income tax returns.

(b) In addition, if the Company indemnifies or advances expenses to a Board member, officer, employee or Member in connection with a proceeding by or in the right

of the Company, the Company shall report the indemnification or advance in writing to the Members.

Section 8.3 Rights of Members; Inspection. Each Member shall have the right to receive the reports and information required to be provided by the Act, the Certificate or this Agreement. Upon reasonable request, each Member, and any authorized representative of any Member, shall have the right, during ordinary business hours, to inspect and copy, at the requesting Member's expense, the books and records that the Company is required to maintain and keep by the Act, the Certificate or this Agreement.

Section 8.4 Income Tax Matters. [RESERVED]

ARTICLE 9 AMENDMENT

This Agreement and the Certificate may be amended, restated or modified from time to time by a Majority of the Members then entitled to vote, consent to or otherwise decide any matter submitted to the Members, as determined pursuant to this Agreement; provided that any amendment that would change a required voting percentage for approval of any matter or a Member's voting rights or alter the interest of one or more Members in profits, losses, similar items or any Company distribution shall require the affirmative vote of all Members then entitled to vote. Subject to the foregoing, neither any member of the Board nor any Member shall have any vested rights under this Agreement that cannot be modified from time to time through an amendment to this Agreement.

ARTICLE 10 MISCELLANEOUS

Section 10.1 Application of Oregon Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of Oregon, and specifically the Act, without regard to choice of law rules.

Section 10.2 Construction. Whenever required by the context in this Agreement, the singular number shall include the plural and vice versa, and any gender shall include the masculine, feminine and neuter genders. The term "Member" when used in any provision relating to capital accounts or any other tax or financial matter shall be deemed to include any Person having Economic Rights under this Agreement.

Section 10.3 Counterparts; Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile signatures of the parties on this Agreement or any amendment of this Agreement shall be deemed original signatures, and each Member or other party shall forward the original signed version of such document promptly following facsimile transmission.

Section 10.4 Waiver of Partition. Each Member specifically waives any direct or indirect right of partition such Member may have or may hereafter acquire that would enable such Member to cause any Company Property to be the subject of a suit for partition.

Section 10.5 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to effectuate the purposes of this Agreement or comply with any laws, rules or regulations applicable to the Company.

Section 10.6 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 10.7 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their respective heirs, legal representatives and permitted successors and assigns.

Section 10.8 Notices and Consents, Etc. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to which the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's or Company's address, as shown in the records of the Company. Except as otherwise provided herein, any such notice shall be deemed to be given five Business Days after the date on which the same was deposited in the United States mails.

Section 10.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 10.10 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

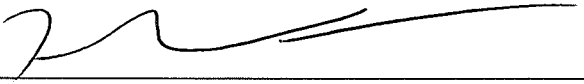
Section 10.11 Entire Agreement. The Certificate, this Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings with respect to the subject matter hereof.

[Signature Page follows]

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

SOLE MEMBER:


AVANGRID RENEWABLES HOLDINGS, INC.

By: 

Name: Frank Burkhartsmeier

Title: Authorized Representative

LEGAL
UBL

By: 

Name: Douglas K. Stuver

Title: Authorized Representative

Schedule A
to
Amended and Restated Limited Liability Company Agreement of
Avangrid Renewables, LLC

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided therein):

“Act” shall mean the Oregon Limited Liability Company Act, as amended from time to time.

“Additional Member” shall mean a Member, other than a Substitute Member, that has acquired both Economic Rights and Management Rights from the Company after the date of this Agreement.

“Agreement” shall mean this Limited Liability Company Agreement of Avangrid Renewables, LLC, as the same may be amended or restated from time to time.

“Assignee” shall mean an Owner of Economic Rights that has not been admitted as a Substitute Member, including an owner of Economic Rights pursuant to a Transfer permitted under Article 6.

“Assignor” shall mean a Person that either voluntarily or involuntarily Transfers an interest in the Company.

“Board” shall have the meaning set forth in Section 2.1.

“Business Day” shall mean any day other than Saturday, Sunday or any legal holiday on which banks in Portland, Oregon are closed.

“Certificate” shall mean the Certificate of Formation of the Company previously filed with the Secretary of State of the State of Oregon, as amended or restated from time to time.

“Company” shall mean the Oregon limited liability company governed by this Agreement.

“Company Property” shall mean any Property owned by the Company.

“Dissolution Event” shall mean any of the events described in Section 7.1 as causing a dissolution of the Company.

“Economic Rights” shall mean a Member’s share of the profits, losses or any other items allocable to any period and distributions of Company Property pursuant to the Act, the Certificate and this Agreement but shall not include any Management Rights.

“Entity” shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association or entity, including without limitation any foreign trust or foreign business organization.

“Liquidator” shall have the meaning set forth in Section 7.2.

“Majority of the Members” shall mean, at any time, the Member or Members (including any proxy holder acting on behalf of a Member) holding more than 50 percent of the votes held by Members then entitled to vote, consent to or otherwise decide any matter submitted to the Members.

“Management Rights” shall mean the right of a Member to participate in the management of the Company, including rights to information and to consent or approve actions of the Members.

“Member” shall mean each Member named herein and any Person that may hereafter become an Additional or Substitute Member, but only for so long as such Member is a Member under the terms of this Agreement.

“Percentage Interest” shall mean the percentage equivalent of the fraction obtained by dividing (a) the total number of Units held by such Member by (b) the total number of Units that are issued and outstanding, in each case, as of the date of determination.

“Person” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of each such Person where the context so permits.

“Property” shall mean any property, real or personal, tangible or intangible, including cash and any legal or equitable interest in such property.

“Substitute Member” shall mean a Person that is an owner of Economic Rights acquired from another Member which Person is admitted to all rights of membership in the Company and thereby is the holder of Management Rights of the predecessor Member.

“Transfer” shall mean with respect to any interest in the Company, as a noun, any voluntary or involuntary assignment, sale or other transfer or disposition of such interest (but shall not include a pledge, or the granting of a security interest, lien or other encumbrance in or against, any interest in the Company) and, as a verb, voluntarily or involuntarily to assign, sell or otherwise transfer or dispose of such interest.

“UETA” means The Uniform Electronic Transactions Act as adopted in Oregon (ORS 84.001 et seq.).

“Units” means units representing the entire ownership interest and rights of a Member in Company at any particular time as a Member, including all interests held by the Member and the right of the Member to any and all rights and benefits to which a Member is entitled pursuant to the terms of this Agreement, including the associated Percentage Interest.

--END--