

1 **BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

2 **IN THE MATTER OF:**

3 Application of K Road Moapa Solar LLC, under the )  
4 provisions of the Utility Environmental Protection Act, )  
5 for a permit to construct a 0.5 mile 500 kV transmission ) Docket No. 12-06019  
6 line to connect a 350 MW photovoltaic solar-powered )  
7 electric generation facility located on the Moapa River )  
8 Indian Reservation to the existing Crystal Substation )  
9 located in Clark County, Nevada. )  
10 \_\_\_\_\_ )

11 **MOTION TO TRANSFER AUTHORITY UNDER THE UTILITY**  
12 **ENVIRONMENTAL PROTECTION ACT AND NOTIFICATION OF**  
13 **NAME CHANGE AND REQUEST FOR EXPEDITED TREATMENT**

14 Pursuant to NRS 704.865(2), K Road Moapa Solar, LLC (now known as Moapa Southern  
15 Paiute Solar, LLC ("MSPS")) requests that the Public Utilities Commission of Nevada (the  
16 "Commission") hereby transfer to Nevada Power Company dba NV Energy ("Nevada Power") a  
17 portion of the Utility Environmental Protection Act ("UEPA") Permit to Construct issued in this  
18 docket on May 17, 2013, and modified June 14, 2013 in Docket No. 12-06019. In addition, the  
19 Commission is hereby notified of the official change of the company from "K Road Moapa  
20 Solar, LLC" to "Moapa Southern Paiute Solar, LLC", and requests that the name of permittee in  
21 this docket and in all future pleadings be changed to "Moapa Southern Paiute Solar, LLC". This  
22 Motion is based upon the following Memorandum of Points and Authorities. MSPS also  
23 requests that the Commission expedite the issuance of its order granting this motion and the  
24 issuance of a revised UEPA Permit to Construct to Nevada Power, due to the need for Nevada  
25 Power to initiate construction of facilities on March 14, 2014.

26 **MEMORANDUM OF POINTS AND AUTHORITIES**

27 **Legal Authority**

28 NRS 704.865 sets forth the circumstances under which UEPA permits may be  
transferred. Subsection 2 of NRS 704.865 states that "[a] permit may be transferred, subject to  
the approval of the Commission, to a person who agrees to comply with the terms, conditions

1 and modifications contained therein." This motion is made pursuant to the transfer of permit  
2 provisions of NRS 704.865.

### 3 Background

4 On August 29, 2012, K Road Moapa Solar, LLC filed an Initial Application with the  
5 Commission for a UEPA permit for a transmission line (the "gen-tie"), which was assigned  
6 Docket No. 12-06019. The Commission issued a Compliance Order in that docket on August 29,  
7 2012, and on May 17, 2013, a Permit to Construct was issued by the Commission. *See* Exhibit A.  
8 On June 17, 2013, the PTC was modified to correct the legal description contained in the PTC  
9 ("Amended PTC"). *See* Exhibit B. At this time, it is requested that a portion of the Amended  
10 PTC be transferred to Nevada Power, as detailed below.

### 11 Discussion

#### 12 A. Transfer of Portions of Amended PTC

13 The Amended PTC contains the following legal description: "the W ½ of Section 10,  
14 Township 17 South, Range 64 East, and the NW ¼ of Section 15, Township 17 South, Range 64  
15 East". Included in this legal description is a portion of the Crystal Substation, which is under the  
16 control of Nevada Power pursuant to a right-of-way grant from the U.S. Bureau of Land  
17 Management ("BLM") issued on December 4, 1997 and amended on October 5, 2001 under N-  
18 61363. On September 5, 2013, the BLM issued a revised right-of-way grant ("Revised Grant")  
19 to K Road Moapa Solar LLC under N-89176A, changing the termination point for the gen-tie  
20 line so that it now terminates within the existing Nevada Power right-of-way for the Crystal  
21 Substation. Under the original alignment, the entire gen-tie line was on the east side of the main  
22 access road until it was parallel with the Crystal Substation. The realigned gen-tie crosses the  
23 main access road at Section 28, and runs along the west side of the main access road. The gen-  
24 tie line realignment is approximately 2,133 feet shorter than the original line and terminates with  
25 two poles within Nevada Power's Crystal Substation right-of-way. By this motion, a transfer to  
26 Nevada Power of that portion of the Amended PTC which is within Nevada Power's Crystal  
27 Substation, as identified on Exhibit C, is requested.



1 reasons set forth above, it is requested that the Commission expedite the issuance of its order  
2 granting this motion and the issuance of a revised UEPA Permit to Construct to Nevada Power.

3 Respectfully submitted on January 23, 2014.

4 Moapa Southern Paiute Solar, LLC

5  
6 By: Linda M. Bullen

Linda M. Bullen

Lionel Sawyer & Collins

lbulen@lionelsawyer.com

1700 Bank of America Plaza

300 S. Fourth Street

Las Vegas, Nevada 89101

Tel: (702) 383-8970

Fax: (702) 383-8845

11 Attorneys for Moapa Southern Paiute Solar, LLC  
12 (Formerly K Road Moapa Solar, LLC)

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Lionel Sawyer & Collins, and on January *23*,  
3 2014, I caused to be served, a true and correct copy of the filing of the **Motion to Transfer**  
4 **Authority Under the Utility Environmental Protection Act and Notification of Name**  
5 **Change and Request for Expedited Treatment** via electronic mail and U.S. Mail as indicated  
6 below, to the following parties:

7 **Via Electronic Mail to:**

8 Nevada State Clearinghouse  
9 Nevada Division of State Lands  
10 901 South Stewart Street, Suite 5003  
11 Carson City, NV 89701-5246  
12 Attention: Mr. Skip Canfield  
13 nevadaclearinghouse@lands.nv.gov

Nevada Division of Environmental Protection  
901 South Stewart Street, Suite 4001  
Carson City, Nevada 89701-5249  
Attention: Dr. Colleen Cripps, Administrator  
cripps@ndep.nv.gov

14 **Via U.S. Mail to:**

15 Public Utilities Commission of Nevada  
16 Breanne Potter  
17 Assistant Commission Secretary  
18 1150 East William Street  
19 Carson City, Nevada 89701-3109

Office of the Attorney General  
Bureau of Consumer Protection  
100 North Carson Street  
Carson City, Nevada 89701-4717  
Attention: Mr. Eric Witkoski, Chief Deputy  
Attorney General and Consumer Advocate

20 Public Utilities Commission of Nevada  
21 9075 West Diablo Drive, Suite 250  
22 Las Vegas, Nevada 89148  
23 Attention: Tammy Cordova, Staff Counsel

Clark County Clerk  
200 Lewis Avenue  
Las Vegas, Nevada 89101  
Attention: Diana Alba

24 Nevada Department of Conservation and  
25 Natural Resources  
26 901 South Stewart Street, Suite 1003  
27 Carson City, Nevada 89701  
28 Attention: Leo Drozdoff, Director

DATED this *23rd* day of January, 2014.

  
Allyson Lodwick

# **EXHIBIT A**

PUBLIC UTILITIES COMMISSION OF NEVADA

PERMIT TO CONSTRUCT

K Road Moapa Solar LLC

UEPA No. 404  
Docket No. 12-06019

The Public Utilities Commission of Nevada ("Commission") finds that K Road Moapa Solar LLC has met all the requirements of the Commission's Order dated September 4, 2012 and has met all of the requirements of Nevada Revised Statutes 704.820 to 704.900, inclusive. Therefore, the Commission hereby grants to K Road Moapa Solar LLC this Permit to Construct, issued pursuant to the Utility Environmental Protection Act, authorizing K Road Moapa Solar LLC to construct the project described below.

Construction of a 0.5 mile 500 kV overhead transmission line within Clark County, Nevada, which is to be located in the Mount Diablo Meridian, Nevada; specifically Township 17 South, Range 64 East:

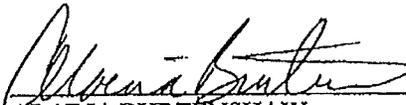
Section 10: lot 7, S $\frac{1}{2}$  N $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$

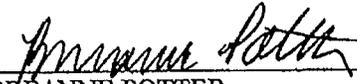
Section 15: NE $\frac{1}{4}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$ , SW $\frac{1}{4}$  NW $\frac{1}{4}$

This Permit to Construct shall not be conveyed or transferred without the Commission's prior approval.

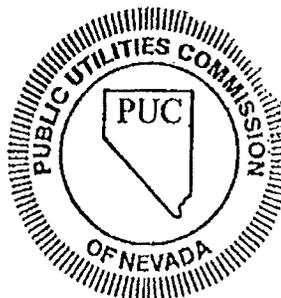
Any errors in the drafting of this Permit to Construct may be corrected without further proceedings by the Commission.

By the Commission,

  
ALAINA BURTENSHAW,  
Chairman

Attest:   
BREANNE POTTER,  
Assistant Commission Secretary

Dated: Carson City, Nevada  
5-17-13  
(SEAL)



Esa Te'o

DRAFT ON 5/17/13 AT 9 15 AM

REVIEWED & APPROVED BY:	DATE
<input type="checkbox"/> ADMIN / ASST. ( _____ )	_____
<input checked="" type="checkbox"/> COMM / COUNSEL AP	5/17/13
SECRETARY / ASST. SEC. _____	_____

# **EXHIBIT B**

PUBLIC UTILITIES COMMISSION OF NEVADA

AMENDED PERMIT TO CONSTRUCT

K Road Moapa Solar LLC

UEPA No. 404  
Docket No. 12-06019

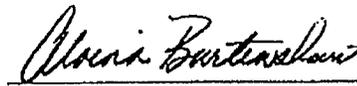
The Public Utilities Commission of Nevada ("Commission") finds that K Road Moapa Solar LLC has met all the requirements of the Commission's Order dated September 4, 2012 and has met all of the requirements of Nevada Revised Statutes 704.820 to 704.900, inclusive. Therefore, the Commission hereby grants to K Road Moapa Solar LLC this Amended Permit to Construct, issued pursuant to the Utility Environmental Protection Act, authorizing K Road Moapa Solar LLC to construct the project described below.

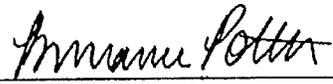
Construction of a 0.5 mile 500 kV overhead transmission line within Clark County, Nevada, which is to be located in the Mount Diablo Meridian, Nevada; specifically the W ½ of Section 10, Township 17 South, Range 64 East, and the NW ¼ of Section 15, Township 17 South, Range 64 East.

This Amended Permit to Construct shall not be conveyed or transferred without the Commission's prior approval.

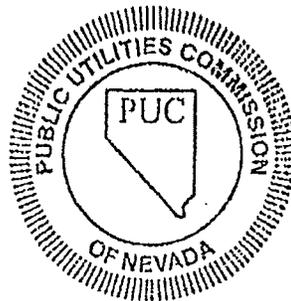
Any errors in the drafting of this Amended Permit to Construct may be corrected without further proceedings by the Commission.

By the Commission,

  
ALAINA BURTENSHAW,  
Chairman

Attest:   
BREANNE POTTER,  
Assistant Commission Secretary

Dated: Carson City, Nevada  
6-14-13  
(SEAL)



DOCUMENT REVIEW AND APPROVAL

PREPARED BY: Elsa Trejo  
FINAL DRAFT ON 6/14/13 AT 10:58 A.M

REVIEWED & APPROVED BY:	DATE
<input type="checkbox"/> ADMIN / ASST. ( _____ )	
<input checked="" type="checkbox"/> COMM / COUNSEL <u>AR</u>	<u>6/14/13</u>
<input type="checkbox"/> SECRETARY / ASST. SEC. ( _____ )	

# **EXHIBIT C**



# **EXHIBIT D**

## **Legal Description**

**Nevada Power Company dba NV Energy ("Nevada Power") :**

SWSW, NWSW, SWSWNW, SESENW Section 10, Township 17S, Range 64E

**Moapa Southern Paiute Solar, LLC  
(Formerly known as K Road Moapa Solar, LLC):**

NWSW, SWNW, SENW Section 10, Township 17S, Range 64E, NW  $\frac{1}{4}$  of Section  
15, Township 17S, Range 64E

A small portion of each legal description overlaps where Nevada Power and Moapa Southern Paiute Solar, LLC both must conduct construction activities.

# **EXHIBIT E**



January 16, 2014

Roy Skinner  
Director of Permitting and Siting  
First Solar, Inc.  
135 Main Street, 6<sup>th</sup> Floor  
San Francisco, CA 94105

**Re: Docket No. 12-06019 - Transfer of Portion of UEPA Permit to Construct to Nevada Power Company d/b/a NV Energy**

Dear Mr. Skinner:

With respect to the transfer to Nevada Power Company d/b/a NV Energy ("Nevada Power") of a portion of the Utility Environmental Protection Act ("UEPA") Amended Permit to Construct that was issued in Docket No. 12-06019 ("Amended Permit to Construct"), Nevada Power will comply with the terms, conditions and modifications to the Amended Permit to Construct for those portions that are transferred to it pursuant to NRS 704.865(2).

Sincerely,

A handwritten signature in cursive script, appearing to read "Art Davoren".

Art Davoren  
Major Projects Manager

# **EXHIBIT F**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "K ROAD MOAPA SOLAR LLC", CHANGING ITS NAME FROM "K ROAD MOAPA SOLAR LLC" TO "MOAPA SOUTHERN PAIUTE SOLAR, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 2013, AT 6:50 O'CLOCK P.M.



4840022 8100

131349725

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

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0933007

DATE: 11-27-13

## STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: \_\_\_\_\_  
K Road Moapa Solar LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"FIRST: The name of the limited liability company is Moapa Southern Paiute Solar, LLC"

IN WITNESS WHEREOF, the undersigned have executed this Certificate on  
the 18th day of November, A.D. 2013.

By: Beth Deane  
Authorized Person(s)

Beth Deane,  
Name: Vice President & Assistant Secretary

Print or Type

# **EXHIBIT G**

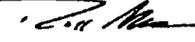


ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Suite 1  
 Carson City, Nevada 89701-4520  
 (775) 684-5708  
 Website: www.nvsos.gov



\*091302\*

**Amendment to Foreign  
 Limited-Liability Company**  
 (PURSUANT TO NRS CHAPTER 86)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number
	20130779268-05
	Filing Date and Time
	11/25/2013 8:44 AM
	Entity Number
	E0351242010-8

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Amendment to Application for Registration of a  
 Foreign Limited-Liability Company**  
**(Pursuant to NRS Chapter 86)**

1. Name of Foreign Limited-Liability Company:

K Road Moapa Solar LLC

2. Name under which this Foreign Limited-Liability Company is currently conducting business in Nevada:

K Road Moapa Solar LLC

3. The Articles have been amended as follows (provide article numbers, if available):\*

Name of Limited Liability Company: Moapa Southern Paiute Solar, LLC  
 Name Being Registered With Nevada: Moapa Southern Paiute Solar, LLC  
 Records Office: 135 Main Street, 6th Floor, San Francisco, CA 94105  
 Street Address of Principle Office: 350 W. Washington Street, 6th Floor, Tempe, AZ 85281  
 Name and Address of each Manager or Member: First Solar Electric (California), Inc., 350 W. Washington Street, 6th Floor, Tempe, AZ 85281

4. If company name has been amended in section three, indicate name under which the Foreign Limited-Liability Company will now be conducting business in Nevada:

Moapa Southern Paiute Solar, LLC

5. Effective date and time of filing: (optional)

Date:

Time:

(must not be later than 90 days after the certificate is filed)

6. I hereby declare and affirm under the penalties of perjury that I am a manager in the above named Limited-Liability Company and that the execution of this amendment is my act and deed and that the facts stated herein are true:

Beth Deane,  
 Vice President & Assistant Secretary  
 First Solar Development, LLC, Sole Member 11/18/2013

X 

Signature of Manager

Date

\* 1) If adding managers, provide names and addresses.

2) If amending company name, it must contain the words "Limited-Liability Company," "Limited Company," or "Limited" or the abbreviations "Ltd.," "L.L.C.," or "L.C." The word "Company" may be abbreviated as "Co."

**FILING FEE: \$175.00**

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State NRS 86 LLC Amendment  
 Revised: 8-31-11

SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**MOAPA SOUTHERN PAIUTE SOLAR, LLC**  
Nevada Business Identification # NV20101561376

**Expiration Date: July 31, 2014**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed the Great Seal of State,  
at my office on December 2, 2013



ROSS MILLER  
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

*Please Post in a Conspicuous Location*

**You may verify this Nevada State Business License  
online at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.**

# **EXHIBIT H**

**WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
MOAPA SOUTHERN PAIUTE SOLAR, LLC**

**December 4, 2013**

---

The undersigned sole member ("Sole Member") of Moapa Southern Paiute Solar, LLC, a Delaware limited liability company (the "Company"), hereby consents to and adopts the following resolutions by written consent in accordance with the Delaware Limited Liability Company Act and the Company's Limited Liability Company Agreement (the "LLC Agreement"):

**Amendment and Restatement of LLC Agreement**

**WHEREAS**, the Sole Member is vested with the power and authority to amend the Company's LLC Agreement and believes it is in the best interests of the Company to amend and restate the LLC Agreement, in the form attached hereto as Exhibit A (the "Amended and Restated LLC Agreement");

**NOW THEREFORE BE IT RESOLVED**, that the Amended and Restated LLC Agreement is hereby adopted and approved.

**Appointment of Officers of the Company**

**WHEREAS**, the Sole Member of the Company is vested with the power and authority to appoint officers of the Company and believes it is in the best interests of the Company to do so;

**NOW THEREFORE BE IT RESOLVED**, that all existing officers of the Company are removed as officers of the Company and each of the following persons is hereby appointed to the office or offices of the Company set forth opposite his or her name, each to hold such position until his or her respective successor is duly appointed or until his or her earlier resignation or removal:

Brian Stanley, President

Justin Bloch, Vice President

Mark Widmar, Chief Financial Officer

Alex Bradley, Vice President, Project Finance

Bryan Schumaker, Vice President, Corporate Controller

David Brady, Vice President, Treasurer

Steve Robertson, Vice President, Tax

Beth Deane, Vice President and Assistant Secretary

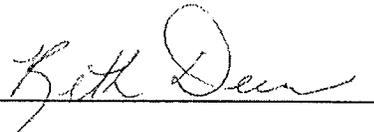
Jason Dymbort, Vice President and Assistant Secretary

Dana Diller, Vice President Business Development

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

**Sole Member:**

FIRST SOLAR ELECTRIC, LLC

By: 

Name: Beth Deane

Title: Vice President and Assistant Secretary

**EXHIBIT A**

**Amended and Restated LLC Agreement**

MOAPA SOUTHERN PAIUTE SOLAR, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") dated as of December 4, 2013 of Moapa Southern Paiute Solar, LLC (the "Company"), is adopted by FIRST SOLAR ELECTRIC, LLC, a Delaware limited liability company (the "Member"), as the sole member.

Preliminary Statements

The Company was formed on June 23, 2010, pursuant to and in accordance with the Limited Liability Company Act of the State of Delaware, as amended from time to time (the "Act").

The Member desires to amend and restate the existing Limited Liability Company Agreement of the Company, as more particularly set forth herein.

WHEREAS, the Member, by execution of this Agreement, hereby amends and restates the Limited Liability Company Agreement of the Company pursuant to and in accordance with the Act, and hereby agrees as follows:

1. Name; Place of Business. The name of the Company is Moapa Southern Paiute Solar, LLC. The principal place of business of the Company shall be c/o First Solar, Inc., 350 West Washington Street, Suite 600, Tempe, Arizona 85281, or such other location as may hereafter be determined by the Member.
2. Purpose. The Company's business and purpose shall be the conduct of any business or activity that may be conducted by a limited liability company organized pursuant to the Act.
3. Registered Office. The registered office of the Company in the State of Delaware is as follows: c/o Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is as follows: Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
5. Certificates of Interest. The Company may issue certificates (each, a "Certificate of Interest") in respect of the Member's ownership interest in and rights with respect to the Company, including its interest in the capital, profits, losses and distributions of the Company (a "Membership Interest"). The Member hereby specifies that any such Certificates of Interest (and the Membership Interests represented thereby) are securities governed by Article 8 and all other provisions of the Uniform Commercial Code as in effect in the State of Delaware and pursuant to the terms of Section 8-103(c) of the Uniform Commercial Code, such interests shall be "securities" for all purposes under such Article 8 and under all other provisions of the Uniform Commercial Code. Any Certificates of Interest shall be recorded in a register thereof maintained

by the Company and shall be subject to such rules for the issuance thereof in compliance with this Agreement and as the Member may from time to time determine.

6. Member. The name and the business, residence or mailing address of the Member is as follows:

Name:	Address:
FIRST SOLAR ELECTRIC, LLC	350 West Washington Street, Suite 600 Tempe, Arizona 85281 Fax: (602) 414-9400

7. Management. The Company shall be managed by the Member, and the Member may exercise all powers of the Company and do all lawful acts and things as the Member may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Any action taken by the Member on behalf of the Company shall constitute an act of and serve to bind the Company. In dealing with the Member on behalf of the Company, no person or entity shall be required to inquire into the authority of the Member to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement.

8. Officers. The Member may, from time to time, appoint one or more officers with such titles as may be designated by the Member to act in the name and on behalf of the Company. Each officer designated by the Member is authorized by the Member to exercise all powers of the Company and do all lawful acts and things as such officer may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Each officer shall act pursuant to such delegated authority until such officer dies, resigns, is no longer employed by the Company or any of its affiliates or is removed by the Member. Any officer may be removed by the Member at any time with or without cause. Any action taken by an officer designated by the 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. Execution of Documents. With respect to all of its obligations, powers and responsibilities under this Agreement, the officers of the Company, and each of them, is authorized to execute and deliver, for and on behalf of the Company, such promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, contracts, agreements, assignments, documents, deeds, leases, loan agreements, mortgages, security agreements, guaranties, certificates, registrations, applications, notices and other documents, instruments and agreements ("Agreements") on such terms and conditions as the Member or officers deem proper, the execution of such Agreements by such persons to be conclusive evidence of such authorization and approval and ratification thereof by the Member and the Company, all without further act, vote or approval of any person or entity notwithstanding anything to the contrary contained in this Agreement.

10. Actions on behalf of Subsidiaries. If the Company has one or more subsidiaries and is called upon to approve or authorize a matter of a subsidiary, approval or authorization by the Member or any officer designated by the Member shall constitute approval by the Company.

11. Capital Contributions. The Member has contributed the following amounts, in cash, and no other property to the Company: \$1.00.

12. Additional Contributions. The Member is not required to make any additional capital contributions to the Company; provided, however, the Member may elect in its sole and absolute discretion to make additional capital contributions.

13. Tax Treatment. The Member intends that the Company be disregarded as a separate entity for U.S. Federal income tax purposes pursuant to Treasury Regulation Section 301.7701-3, and no election to the contrary shall be filed by or on behalf of the Company. Accordingly, the Member shall, for tax purposes, be treated as the owner of the Company's assets, and all income, gain, loss, deduction and credit of the Company shall be reported by the Member on its own returns.

14. Distribution. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law. The Member shall not have the status of a creditor with respect to any distribution pursuant to this Section 14.

15. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the election of the Member to dissolve the Company or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (as defined in Section 18-101(1) of the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) The death, dissolution, liquidation, termination or adjudication of incompetency of a member of the Company shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property. In the event that, at any time, there are no members of the Company, the Company shall not be dissolved or wound up and the personal representative of the last remaining member (or its nominee or designee) shall continue the Company and such personal representative (or its nominee or designee) shall be admitted as a member of the Company, effective as of the occurrence of the event that terminated the membership of the last remaining member.

The foregoing provisions of this Article shall govern over any contrary or inconsistent provision in this Agreement or any other document or instrument governing the affairs of the Company.

16. Liquidation. Upon a dissolution pursuant to Section 15, the Company's assets shall be liquidated in an orderly manner. The Member or its designee shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement. In performing its duties, the liquidator is authorized to sell, distribute, exchange or otherwise dispose of the Company's assets in accordance with the Act in any reasonable manner that the liquidator shall determine. The assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

17. Title to Company Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. The foregoing provisions shall govern over any contrary or inconsistent provision in this Agreement or any other document or instrument governing the affairs of the Company.

18. Indemnification.

(a) The Company shall indemnify, defend and hold harmless the Member, each officer of the Company, and each of their respective affiliates, officers, directors, controlling persons, partners, members, employees, and shareholders, together with their respective successors and assigns, heirs, executors and administrators, (each, an "Indemnified Person") from and against any and all losses, claims, costs, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from or incurred or imposed upon such Indemnified Person in connection with any and all claims, demands, actions, suits or other proceedings, whether civil, criminal, administrative or investigative, which relate to the status or activities as a Member or officer, or to the Company's property, business or affairs ("Claims"). An Indemnified Person's expenses (including attorneys' fees) paid or incurred in investigating, preparing or defending itself against any Claim shall be reimbursed as paid or incurred. This Section 18 shall not apply with respect to any Indemnified Person for that portion of any Claim determined by the final decision (from which an appeal cannot be taken or is not timely taken) of a court of competent jurisdiction to have been caused by the fraud, gross negligence or willful misconduct of such Indemnified Person. Any payments made to or on behalf of an Indemnified Person who is later determined not to be entitled to such payments shall be refunded to the Company promptly following such determination.

(b) The right to indemnification and the advancement of expenses conferred in this Section 18 shall not be exclusive of any other right which any Indemnified Person may have or hereafter acquire under any statute, agreement, decision of the Member or otherwise.

(c) The Company may maintain insurance, at its expense, to protect any person or entity against any expense, liability or loss, to the extent the Company would have the power to indemnify such person or entity against any such expense, liability or loss under the Act.

19. Limitation of Liability. The Member may exercise any of the powers granted to it by this Agreement either directly or by or through its agents, and shall not be responsible for any

misconduct or negligence on the part of any such agent appointed by the Member (so long as such agent was selected in good faith and with due care). No person or entity who is a member or officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise, solely by reason of being member or officer of the Company. The Member shall not have any liability for the obligations or liabilities of the Company except as provided in the Act and the following sentence: The Member's liability for Company liabilities and losses shall be limited to the Company's assets; provided that the Member shall be required to return to the Company any distributions made to it in violation of the Act.

20. Expenses. The Company shall pay for all expenses incurred in connection with the operation of the Company's business. The 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.

21. Amendments. Amendments to this Agreement may be made only by an instrument signed by the Member.

22. Amendment of Certificate. In the event this Agreement shall be amended pursuant to Section 21 hereof, the Member shall amend the Certificate of the Company to reflect such change if it deems such amendment of the Certificate to be necessary or appropriate.

23. Books and Records. The Member shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Member. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor shall be an independent public accounting firm selected by the Member.

24. Assignments. The Member may assign in whole or in part its Membership Interest in the Company. If the Member transfers all of its Membership Interest in the Company pursuant to this Section 24, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Any other transferee shall be admitted only with the consent of the Member and upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement.

25. Resignation. The Member may not resign from the Company except in connection with a transfer of all of its Membership Interest.

26. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

27. Benefits of Agreement; No Third-Party Rights. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any

creditor of any Member. Nothing in this Agreement shall be deemed to create any right in any person (other than Indemnified Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

28. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

29. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt: (a) in the case of the Company, to the Company at its address in Section 1, (b) in the case of the Member, to the Member at its address in Section 6 and (c) in the case of either of the foregoing, at such other address as may be designated by such party in writing from time to time.

30. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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

FIRST SOLAR ELECTRIC, LLC, as its sole member,

By: 

Name: Beth Deane

Title: Vice President and Assistant Secretary