

Certified Copy of Written Consent
of the Sole Member and Manager
of
Invenergy Transmission LLC

I, James T. Murphy, Vice President of Invenergy Investment Company LLC, DO HEREBY CERTIFY that the attached is a true and correct copy of the Written Consent of the Sole Member and Manager of Invenergy Transmission LLC (“Written Consent”); that pursuant to the Operating Agreement of Invenergy Transmission LLC, Invenergy Transmission LLC does not have a board of directors and said Written Consent is the only authorization necessary for Invenergy Transmission LLC to enter into and perform its obligations under the Membership Interest Purchase Agreement dated November 9, 2018; that on November 15, 2018, as part of an internal reorganization, Invenergy Investment Company LLC succeeded Invenergy Investment Holdings LLC as the Sole Member and Manager of Invenergy Transmission LLC, and; said Written Consent has not been amended, modified, supplemented, annulled or revoked and is in full force and effect as of the date indicated below.

IN WITNESS WHEREOF, I have executed this certificate as of the 31 day of January, 2019.

INVENERGY INVESTMENT COMPANY LLC

By: 
Name: James T. Murphy
Title: Vice President

**WRITTEN CONSENT OF THE SOLE MEMBER AND MANAGER
OF
INVENERGY TRANSMISSION LLC**

November 9, 2018

The undersigned, Invenergy Investment Holdings LLC, a Delaware limited liability company, being the sole member (“Member”) and manager (“Manager”) of Invenergy Transmission LLC, a Delaware limited liability company (the “Buyer”), acting pursuant to Buyer’s Operating Agreement, dated as of November 7, 2018, hereby gives its express written consent to the following resolutions:

WHEREAS, Grain Belt Express Clean Line LLC (the “Company”) is developing a high voltage direct current transmission line (as further described in Exhibit A, the “GBX Transmission Line”), and associated transmission facilities, which are being designed to run from Ford County, Kansas, to Sullivan, Indiana, with a mid-point converter station in Ralls County, Missouri (together with all assets associated therewith, the “Project”).

WHEREAS, Grain Belt Express Holdings LLC (the “Seller”) is the beneficial and record holder of all of the issued and outstanding membership interests of the Company (the “Membership Interests”).

WHEREAS, the Buyer has entered into that certain Membership Interest Purchase Agreement (the “Purchase Agreement”) dated as of November 9, 2018, by and between the Buyer and the Seller, pursuant to which the Seller will sell, transfer and assign, and the Buyer will purchase, accept and assume, all of the Membership Interests (the “Purchase Transaction”) (capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Purchase Agreement).

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, the Membership Interests on the Closing Date on the terms and subject to the conditions of the Purchase Agreement.

WHEREAS, the Manager and Member of the Buyer believes that the Purchase Transaction and any other transactions contemplated by the Purchase Agreement are in the best interests of the Buyer.

NOW THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Purchase Agreement and each Ancillary Document to which Buyer is a party, including all exhibits and schedules attached thereto, all transactions contemplated thereunder (including the Purchase Transaction) and all agreements, assignments, instruments, documents, amendments, modifications and supplements relating thereto (the “Transaction Documents”), be, and hereby are, approved, authorized and ratified;

FURTHER RESOLVED, that the Buyer be, and hereby is, authorized and empowered to perform all of its obligations under the Transaction Documents;

FURTHER RESOLVED, any officer of the Buyer or any other individual authorized under the Buyer's Operating Agreement, by consent of the sole member and manager or otherwise authorized by the Buyer (collectively, the "Authorized Officers") be, and each of them acting singly hereby is, authorized and empowered to take or cause to be taken all such action as any Authorized Officer deems necessary or advisable to negotiate, approve, execute and deliver, for and on behalf of the Buyer any and all documents required to effect, or which are, in the opinion of such Authorized Officer executing such document, advisable to effect, or are in connection with the Purchase Transaction, including without limitation each of the Transaction Documents;

FURTHER RESOLVED, that each Authorized Officer be, and hereby is, authorized and empowered to execute and deliver the Purchase Agreement and each of the other Transaction Documents, with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) as the Authorized Person executing the same shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his or her approval of any such additions, deletions or changes);

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to make such commitments or take or cause to be taken all such action on behalf of the Buyer consistent with the terms approved hereby as any Authorized Officer deems necessary or desirable to effectuate the Purchase Transaction and to execute or cause to be executed documents in connection therewith on such terms and conditions, consistent with the terms approved hereby as any of the Authorized Officers may approve, and the taking of any such action shall constitute conclusive evidence of the authority of the Authorized Officers hereunder, and the execution of any such documents by an Authorized Officer or any individual authorized by an Authorized Officer to execute such documents shall constitute conclusive evidence of the approval of such documents;

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized to take or cause to be taken all such action and execute or cause to be executed such certificates, guarantees, amendments to the Purchase Agreement, any other Transaction Documents, instruments, agreements and other documents consistent with the terms approved hereby as may be deemed by any of them to be necessary or desirable to carry out the provisions of the foregoing resolutions and to make any necessary or desirable determinations or approvals respecting the form and content of such certificates, guarantees, amendments to the Transaction Documents, instruments and other documents, and the taking of any such action shall constitute conclusive evidence of the authority of the Authorized Officers hereunder, and the execution of such certificates, guarantees, amendments to the Purchase Agreement, instruments, agreements and other documents by an Authorized Officer or any individual authorized by an Authorized Officer to execute such certificates, guarantees, amendments to the Transaction Documents, instruments, agreements and other documents shall constitute conclusive evidence of the approval of the form and content of such certificates, guarantees, amendments to the Transaction Documents, instruments, agreements and other documents;

FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

FURTHER RESOLVED, that all acts and things previously done and performed (or caused to be done and performed) in the name of and on behalf of the Buyer prior to the date of these resolutions in connection with the Purchase Transaction, the Transaction Documents and the transactions contemplated therein, and the same hereby, are, ratified, confirmed and approved; and

FURTHER RESOLVED, that any and all actions heretofore taken or caused to be taken by the Authorized Officers, consistent with the tenor and purport of the foregoing resolutions, are hereby ratified, confirmed and approved in all respects by and on behalf of the Buyer.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby executes this Written Consent of Sole Member and Manager of Invenergy Transmission LLC as of the date first set forth above.

INVENERGY INVESTMENT HOLDINGS LLC,
its sole Member and Manager



By: _____
James Murphy, Vice President