



Pattern Energy Group 2 LP  
1201 Louisiana Street, Ste. 3200  
Houston, TX 77002

T +1 713 308 4200  
F +1 713 571 8004  
www.patterndev.com

October 23, 2017

Mr. Todd Cornett  
Assistant Director, Siting Division  
Oregon Department of Energy  
550 Capitol Street N.E., 1<sup>st</sup> Floor  
Salem, OR 97301

Subject: LotusWorks-Summit Ridge I, LLC Ownership Transfer

Reference: LotusWorks-Summit Ridge I Wind Farm Site Certificate dated August 19, 2011, Amendment #1, dated August 7, 2015. Amendment #2, dated November 4, 2016 (the "Site Certificate")

Dear Mr. Cornett,

On September 18, 2017, Summit Ridge Wind, LLC provided notice of transfer of ownership to the Oregon Department of Energy pursuant to OAR 345-027-0100(2). The notice disclosed that Summit Ridge Wind Holdings, LLC had recently sold the Summit Ridge Wind Farm ("Facility") to Pattern Renewables 2 LP, a subsidiary of Pattern Energy Group 2 LP. The sale closed on September 11, 2017.

Although Summit Ridge Wind, LLC will remain the site certificate holder and Facility owner and operator, the change in ownership requires the Certificate Holder to file a request to transfer the site certificate. Accordingly, the Request for Transfer of Ownership of the Summit Ridge Wind Farm, along with the required supporting documentation related to organization expertise and retirement and financial assurance, is attached hereto.

Please contact me should you have any questions regarding this request and/or the information contained within.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amy Smolen", with a long horizontal flourish extending to the right.

**Amy Smolen**  
**Vice President**

Pattern Renewables 2 LP

cc: Summit Ridge Wind, LLC

1201 Louisiana Street, Suite 3200

Houston, TX 77022

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# **Request for Transfer of Ownership for the Summit Ridge Wind Farm**

Prepared for  
**Oregon Energy Facility Siting Council**  
October 23, 2017

Prepared and Submitted by  
**Pattern Renewables 2 LP**  
**Summit Ridge Wind, LLC**

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## **Section I – Introduction**

Summit Ridge Wind Farm is a permitted wind-energy generation facility in Wasco County, Oregon with an electrical capacity of up to 194.4 megawatts (“MW”). On August 19, 2011, the Oregon Energy Facility Siting Council (“EFSC”) issued a Site Certificate approving the facility. The facility as originally permitted would have consisted of up to 87 wind turbines with an output of up to 200.1 MW as well as various related and supporting facilities, all located within permitted survey corridors of approximately 25,000 acres of privately owned, Exclusive Farm Use land located approximately 17 miles southeast of The Dalles and eight miles east of Dufur, Oregon. LotusWorks-Summit Ridge I, LLC was the Certificate Holder at the time of the original certificate issuance.

On August 7, 2015, the EFSC issued Amendment #1 to the Site Certificate reducing the output of the project to 194.4 MWs and 72 turbines. Turbine sizing was expanded to include 91 meter hub heights and 122 meter rotor diameters. All turbines as well as various related and supporting facilities, remained located within approximately 11,000 acres of permitted survey corridors located on approximately 25,000 acres of privately owned, Exclusive Farm Use land located approximately 17 miles southeast of The Dalles and eight miles east of Dufur, Oregon. LotusWorks-Summit Ridge I, LLC was the Certificate Holder at the time of Amendment #1.

On November 4, 2016, the EFSC issued Amendment #2 to the Site Certificate. The amendment transferred ownership of the site certificate from LotusWorks-Summit Ridge I, LLC to Summit Ridge Wind Holdings, LLC, as the new parent company, and Summit Ridge Wind, LLC as the transferee and new site certificate holder. The amendment also (1) extended the deadline to begin construction from August 19, 2016 to August 19, 2018, an additional two years and (2) extended the deadline to complete construction from August 19, 2019 to August 19, 2021, an additional two years. No changes were made to either the number of turbines or the maximum output of the site. Turbine sizing was expanded to include rotor diameters of up to 132 meters. There was no change to the maximum tip height. Minimum ground clearance was reduced from 23 meters to 18 meters. All turbines as well as various related and supporting facilities, remained located within approximately 11,000 acres of permitted survey corridors located on approximately 25,000 acres of privately owned, Exclusive Farm Use land located approximately 17 miles southeast of The Dalles and eight miles east of Dufur, Oregon.

Summit Ridge Wind, LLC is the current certificate holder (hereafter, the “Certificate Holder”).

### **1.1 Proposed Changes**

The Certificate Holder will not change. Summit Ridge Wind, LLC will remain the Facility owner and operator. However, the Certificate Holder is seeking approval from the Siting Council for upstream change in its direct ownership from Summit Ridge Wind Holdings, LLC (the “SR Holdings”) to Pattern Renewables 2 LP (“Pattern Development”), a subsidiary of Pattern Energy Group 2 LP (“Pattern Energy”). This request will confirm that Pattern Development, Certificate Holder’s new parent company, complies with the applicable council standards, as set forth in OAR 345-027-0100(8).

### **1.2 Transfer of Site Certificate**

Pattern Development has acquired 100% of the ownership interests in the Certificate Holder from SR Holdings pursuant to a membership interest purchase agreement between the parties (the “Acquisition Agreement”). This change in ownership structure requires the Certificate Holder to file this request to approve the change in ownership in compliance with the Site Certificate and OAR 345-027-0100. This

request will also confirm that Pattern Development, Certificate Holder's new parent company, complies with the applicable EFSC standards, as set forth in OAR 345-027-0100(8).

For your consideration, please find in Attachment 1 attached hereto a detailed analysis prepared by Pattern Development identifying how the applicable requirements of OAR 345-027-0100 are satisfied.

**Section 2 – Transfer of Site Certificate Pursuant to 345-027-0100****OAR 345-027-0100\_Transfer of a Site Certificate**

*(1) For the purpose of this rule:*

*(a) A transfer of ownership requires a transfer of the site certificate when the person who will have the legal right to possession and control of the site or the facility does not have authority under the site certificate to construct, operate or retire the facility;*

**Response:** Pursuant to OAR 345-027-0100(4), Summit Ridge Wind, LLC and Pattern Development are submitting the request for EFSC's approval of the transfer of ownership in the Certificate Holder from Summit Ridge Wind Holdings, LLC to Pattern Development, a subsidiary of Pattern Energy. Pattern Development acquired Summit Ridge Wind, LLC from Summit Ridge Wind Holdings, LLC as of September 11, 2017. While the Site Certificate for the Facility will still be held by the Certificate Holder, the new parent company is now Pattern Development. For more detail on Pattern Development, see responses to [Attachment 2](#).

*(b) "Transferee" means the person who will become the new applicant and site certificate holder.*

**Response:** The Certificate Holder, Summit Ridge Wind, LLC, shall not change, however the new parent company of Summit Ridge Wind, LLC is now Pattern Development.

*(2) When a certificate holder has knowledge that any transfer of ownership of the facility that requires a transfer of the site certificate is or may be pending, the certificate holder shall notify the Department of Energy. In the notice, the certificate holder shall include, if known, the name, mailing address and telephone number of the transferee and the date of the transfer of ownership. If possible, the certificate holder shall notify the Department at least 60 days before the date of the transfer of ownership.*

**Response:** Summit Ridge Wind Holdings, LLC filed a notice of intent to transfer the Site Certificate on September 18, 2017. This requirement has been met. A copy of such Notice of Intent is attached hereto for your reference as Exhibit 1.

**Pattern Development's name and address are:**

Pattern Renewables 2 LP  
Pier 1, Bay 3  
San Francisco, CA 94111

**Contact Person, Address and Phone Number:**

Attn: General Counsel  
Phone # 415-283-4000  
Fax # (415) 362-7900  
Email: [generalcounsel@patternenergy.com](mailto:generalcounsel@patternenergy.com)

Copy to:

Kevin Wetzel  
Phone # (415) 670-5227  
Email: [kevin.wetzel@patternenergy.com](mailto:kevin.wetzel@patternenergy.com)

**Certificate Holder's name and address are:**

Summit Ridge Wind, LLC

c/o Pattern Renewables 2 LP  
Pier 1, Bay 3  
San Francisco, CA 94111

**Contact Person, Address and Phone Number:**

Attn: General Counsel  
Phone # 415-283-4000  
Fax # (415) 362-7900  
Email: generalcounsel@patternenergy.com

Copy to:  
Kevin Wetzel  
Phone # (415) 670-5227  
Email: kevin.wetzel@patternenergy.com

*(3) The transferee is not allowed to construct or operate the facility until an amended site certificate as described in section (10) or a temporary amended site certificate as described in section (11) becomes effective.*

**Response:** The Facility has not yet been constructed and construction will not begin until this application has been approved.

*(4) To request a transfer of the site certificate, the transferee shall submit a written request to the Department that includes the information described in OAR 345-021-0010(1)(a), (d), (f) and (m), a certification that the transferee agrees to abide by all terms and conditions of the site certificate currently in effect and, if known, the date of the transfer of ownership. If applicable, the transferee shall include in the request the information described in OAR 345-021-0010(1)(y)(O)(iv).*

**Response:** Attachment 2 of this Transfer and Amendment Request includes information required under OAR 345-021-0010(1)(a), (d), (f) and (m). Pattern Development certifies that it agrees to abide by all the terms and conditions of the Site Certificate currently in effect and all terms and conditions that will result from this request.

*(5) The Department may require the transferee to submit a written statement from the current certificate holder, or a certified copy of an order or judgment of a court of competent jurisdiction, verifying the transferee's right, subject to the provisions of ORS Chapter 469 and the rules of this chapter, to possession of the site or the facility.*

**Response:** Annex 1-B of this request includes a written statement from Summit Ridge Wind Holdings, LLC regarding the sale of the Facility, including the ownership of all membership interest in Summit Ridge Wind, LLC, to Pattern Development, a subsidiary of Pattern Energy.

*(6) Within 15 days after receiving a request to transfer a site certificate, the Department shall send a notice of the request by mail or email to the reviewing agencies as defined in OAR 345-001-0010, to all persons on the Council's general mailing list as defined in OAR 345-011-0020, to any special list established for the facility and to the updated property owner list submitted by the transferee under subsection (4). In the notice, the Department shall describe the transfer request, specify a date by which*

comments are due and state that the date of the Council's informational hearing will be announced on the Department's website.

*(7) Before acting on the transfer request, the Council shall hold an informational hearing. The Council shall hold the informational hearing during a Council meeting and shall provide notice of the hearing on its meeting agenda, which will be sent by mail or email to the Council's general mailing list in advance of the meeting. The informational hearing is not a contested case hearing.*

*(8) At the conclusion of the informational hearing or at a later meeting, the Council may issue an order approving the transfer request if the Council finds that:*

*(a) The transferee complies with the standards described in OAR 345-022-0010, 345-022-0050 and, if applicable, 345-024-0710(1); and*

*(b) The transferee is or will be lawfully entitled to possession or control of the site or the facility described in the site certificate.*

**Response:** Attachment 2 of this Transfer and Amendment Request includes Exhibits A, D and M to demonstrate Pattern Renewables 2 LP's compliance with the standards in OAR-345-022-0010 (Organizational Expertise) and OAR 345-022-0050 (Retirement and Financial Assurance). Summit Ridge Holdings, LLC and Pattern Renewables 2 LP hereby confirm that Pattern Renewables 2 LP has the legal right to possess this facility.

*(9) Except as described in section (12), the Council shall not otherwise change the terms and conditions of the site certificate in an order approving the transfer request.*

*(10) Upon issuing the order described in section (8), the Council shall issue an amended site certificate that names the transferee as the new certificate holder. The amended site certificate is effective upon execution by the Council chair and the transferee. The Council shall issue the amended site certificate in duplicate counterpart originals and each counterpart, upon signing, will have the same effect.*

*(11) If the Council chair determines that special circumstances justify emergency action, the Council chair may, upon a written request from the transferee that includes a showing that the transferee can meet the requirements of section (8), issue a temporary amended site certificate that names the transferee as the new certificate holder. The temporary amended site certificate is effective upon execution by the Council chair and the transferee. The temporary amended site certificate expires when an amended site certificate as described in section (10) becomes effective or as the Council otherwise orders.*

**Response:** The parties are not requesting a temporary amended site certificate or any emergency action.



**ATTACHMENT 1**

**EXHIBIT 1****NOTICE OF INTENT TO TRANSFER SITE CERTIFICATE**

*[See Attached]*



**Summit Ridge Wind Holding, LLC**

9611 NE 117th Avenue  
Suite 2840  
Vancouver, WA 98662-2403

360.737.9692

September 11, 2017

Mr. Todd Cornett  
Assistant Director, Siting Division  
Oregon Department of Energy  
550 Capitol Street N.E., 1<sup>st</sup> Floor  
Salem, OR 97301

Cc: Summit Ridge Wind, LLC  
Chase McVeigh-Walker - ODOE

Subject: Intent to Transfer Summit Ridge Wind, LLC Site Certificate

Reference: Summit Ridge Wind Farm, Wasco County, Oregon

Mr. Cornett,

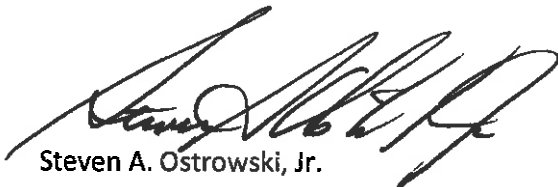
In accordance with OAR 345-027-0100(1)(b) please consider this letter as notice of Summit Ridge Wind Holdings, LLC intent to transfer the Site Certificate for the Summit Ridge Wind, LLC wind facility to Pattern Renewables 2 LP effective September 11, 2017. The contact information for Pattern Renewables 2 LP is:

Pattern Renewables 2 LP  
Pier 1, Bay 3  
San Francisco, CA 94111  
Attn.: General Counsel  
Fax # (415) 362-7900  
Email: [generalcounsel@patternenergy.com](mailto:generalcounsel@patternenergy.com)

With a copy to:  
Summit Ridge Wind, LLC  
c/o Pattern Energy Group 2 LP  
Pier 1, Bay 3  
San Francisco, CA 94111  
Attn.: Kevin Wetzel  
Phone # (415) 670-5227  
Email: [kevin.wetzel@patternenergy.com](mailto:kevin.wetzel@patternenergy.com)

Please feel free to contact me should you have any questions concerning this matter.

Sincerely,



Steven A. Ostrowski, Jr.

**EXHIBIT 2****SIDE LETTER FROM PREVIOUS OWNER OF SUMMIT RIDGE WIND PROJECT**

*[See Attached]*



**Summit Ridge Wind Holdings, LLC**

9611 NE 117th Avenue  
Suite 2840  
Vancouver, WA 98662-2403

360.737.9692

October 18, 2017

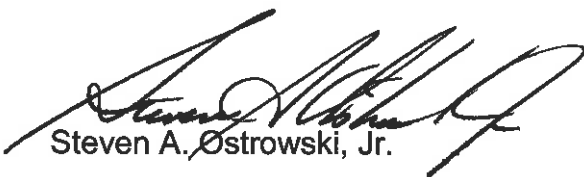
Oregon Department of Energy  
550 Capitol Street NE, 1st Flor  
Salem, OR 97301

Re: Summit Ridge Wind Farm - Request for Transfer

To Whom it May Concern,

This letter is to confirm that Summit Ridge Wind Holdings, LLC recently sold the Summit Ridge Wind Farm ("Facility"), including the ownership of all membership interests in Summit Ridge Wind, LLC, to Pattern Renewables 2 LP (Pattern Development), a subsidiary of Pattern Energy Group 2 LP. The sale closed on September 11, 2017. Accordingly, Summit Ridge Wind Holdings, LLC acknowledges that Pattern Development, as Summit Ridge Wind, LLC's new parent company, may file a request to transfer the Site Certificate under OAR 345-027-0100.

Sincerely,



Steven A. Ostrowski, Jr.

Cc: File

**EXHIBIT 3****PARTICIPATING AND ADJACENT LANDOWNERS**

*[See Attached]*

<b>PARTICIPATING LANDOWNERS</b>	
<b>Merril M Adkisson Family Trust</b>	<b>1000 Vey Way, #354 The Dalles, OR 97058</b>
<b>Carleton and Pamela R Clausen</b>	<b>1816 Liberty Way The Dalles, OR 97058</b>
<b>John F Clausen</b>	<b>83417 Dufur Valley Road Dufur, Oregon 97021</b>
<b>John F and Patricia R Clausen</b>	<b>83417 Dufur Valley Road Dufur, Oregon 97021</b>
<b>John F Clausen ET AL</b>	<b>83417 Dufur Valley Road Dufur, Oregon 97021</b>
<b>Sharon Lee Craft ET AL</b>	<b>63883 Center Ridge Road Dufur, Oregon 97021</b>
<b>Robert Hammel</b>	<b>62250 Tygh Ridge Road Dufur, Oregon 97021</b>
<b>William and Barbara K Hammel</b>	<b>7075 Fifteen Mike Road The Dalles, Oregon 97058</b>
<b>Kortge Brothers LLC</b>	<b>5663 Mill Creek Road The Dalles, Oregon 97058</b>
<b>KC Kortge</b>	<b>1820 Liberty Way The Dalles, Oregon 97058</b>
<b>Kortge Ranches LLC</b>	<b>5215 Emerson Loop Road The Dalles, Oregon 97058</b>
<b>John and Marlene McManigal</b>	<b>63470 Center Ridge Road Dufur, Oregon 97021</b>
<b>R N Ranches</b>	<b>PO Box 1370 Kenwood, CA 95452</b>

<b>Adjacent Landowners within 500 feet of Project</b>	
<b>Dawn Kelly A RLT</b>	<b>15631 NW Clubhouse DR Portland, Oregon 97229-8724</b>
<b>Kelly &amp; Rita Kieran LLC</b>	<b>2857 NE Hamblet ST Portland, Oregon 97212-1657</b>
<b>United States of America</b>	<b>3050 NE 3<sup>rd</sup> ST Prineville, Oregon 97754</b>
<b>Carleton and Pamela R Clausen</b>	<b>1816 Liberty Way The Dalles, Oregon 97058</b>
<b>Robert Hammel</b>	<b>62250 Tygh Ridge Road Dufur, Oregon 97021</b>

Source:

[http://www.co.wasco.or.us/departments/administrative\\_services/gis\\_division/index.php](http://www.co.wasco.or.us/departments/administrative_services/gis_division/index.php)

Confirmed via tax records located at the web address above as of October 20, 2017

**ATTACHMENT 2**

(1) The project order described in OAR 345-015-0160(1) identifies the provisions of this rule applicable to the application for the proposed facility, including any appropriate modifications to applicable provisions of this rule. The applicant shall include in its application for a Site Certificate information that addresses each provision of this rule identified in the project order. The applicant shall designate the information with the appropriate exhibit label identified in the following subsections. If the same information is required in each of several exhibits the applicant may provide the required information in one exhibit and include appropriate references in the others. For the purpose of submitting an application for a site certificate in an expedited review granted under 345-015-0300 or 345-015-0310, the applicant shall include information that addresses all provisions of this rule. In such expedited reviews, analysis areas addressed in this rule are the study areas defined in 345-001-0010, subject to later modification in the project order.

(a) Exhibit A attached hereto sets forth information about the applicant and participating persons as required pursuant to OAR 345-021-0010(1)(a).

(d) Exhibit D attached hereto sets forth information about the organizational expertise of the applicant to construct and operate the proposed facility as required pursuant to OAR 345-021-0010(1)(d).

(m) Exhibit M attached hereto sets forth information about the financial capability of the applicant as required pursuant to OAR 345-021-0010(1)(m).

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**EXHIBIT A****APPLICANT INFORMATION**

**OAR 345-021-0010(1)(a)** Information about the applicant and participating persons, including:

(A) The name and address of the applicant including all co-owners of the proposed facility, the name, mailing address, email address and telephone number of the contact person for the application, and if there is a contact person other than the applicant, the name, title, mailing address, email address and telephone number of that person.

**Response:****Certificate Holder Information**

Name: Summit Ridge Wind, LLC  
c/o Pattern Renewables 2 LP  
Address: Pier 1, Bay 3, San Francisco, CA 94111  
Email: generalcounsel@patternenergy.com  
Phone: 415-283-4000

**Additional Individual Contact Information**

Name: Kevin Wetzel, Manager Project Development  
Address: Pier 1, Bay 3, San Francisco, CA 94111  
Email: kevin.wetzel@patternenergy.com  
Phone: 415-670-5227

**Pattern Development Information**

Name: Pattern Renewables 2 LP  
Address: Pier 1, Bay 3, San Francisco, CA 94111  
Email: generalcounsel@patternenergy.com  
Phone: 415-283-4000

**Additional Individual Contact Information**

Name: Kevin Wetzel, Manager Project Development  
Address: Pier 1, Bay 3, San Francisco, CA 94111  
Email: kevin.wetzel@patternenergy.com  
Phone: 415-670-5227

(B) The contact name, mailing address, email address and telephone number of all participating persons, other than individuals, including but not limited to any parent corporation of the applicant, persons upon whom the applicant will rely for third-party permits or approvals related to the facility, and, if known, other persons upon whom the applicant will rely in meeting any facility standard adopted by the Council.

**Response:** For immediate owner of the Certificate Holder, see information for Pattern Development. Pattern Development is a subsidiary of Pattern Energy Group 2, LP ("Parent Company"). See Parent Company information below.

Name: Pattern Energy Group 2 LP

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Address	Pier 1, Bay 3, San Francisco, CA 94111
Email	generalcounsel@patternenergy.com
Phone	415-283-4000

The applicant will not rely on any third-party permits or approvals to accomplish the project.

(H) If the applicant is a limited liability company it shall give: (i) The full name, official designation, mailing address, email address and telephone number of the officer responsible for submitting the application; (ii) the date and place of its formation; (iii) A copy of its articles of organization and its authorization for submitting the application; and (iv) In the case of a limited liability company not registered to do business in Oregon, the name and address of the attorney-in-fact in this state and proof of registration to do business in Oregon.

**Response:** The contact information for the Certificate Holder is listed above. The LLC was formed on August 4, 2008. The articles of organization are attached as Annex A-1.

**Annex A-1****SUMMIT RIDGE WIND, LLC ARTICLES OF ORGANIZATION**

*[See Attached]*



Phone: (503) 986-2200  
Fax: (503) 378-4381

Articles of Organization—Limited Liability Company

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

FILED

AUG 04 2008

REGISTRY NUMBER:

538378-95

For office use only

OREGON  
SECRETARY OF STATE

In accordance with Oregon Revised Statute 192.410-192.490, all information on this form is publicly available, including addresses.

We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

- 1) **NAME OF LIMITED LIABILITY COMPANY** (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.")  
LotusWorks - Summit Ridge I, LLC

- 2) **DURATION** (Please check one.)

☐ Latest date upon which the Limited Liability Company is to dissolve is \_\_\_\_\_

☒ Duration shall be perpetual.

- 3) **NAME OF THE PERSON WHO WILL ACCEPT LEGAL SERVICE FOR THIS BUSINESS (INITIAL REGISTERED AGENT)**  
Ball Janik Service Company

- 4) **REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS** (Must be an Oregon Street Address, which is identical to the registered agent's business office.)

101 SW Main Street, Suite 1100

Portland, OR 97204-3219

- 5) **ADDRESS WHERE THE DIVISION MAY MAIL NOTICES**

9611 NE 117th Avenue, Suite 2830

Vancouver, WA 98662

- 6) **NAME AND ADDRESS OF EACH PERSON WHO IS FORMING THIS BUSINESS (ORGANIZER)**

Jeffrey S. Perry

c/o BALL JANIK LLP

101 SW Main Street, Suite 1100

Portland, OR 97204-3219

- 7) **IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED, CHECK ONE BOX BELOW.**

☐ This limited liability company is managed by a single manager.

☐ This limited liability company is managed by multiple manager(s).

- 8) **IF RENDERING A LICENSED PROFESSIONAL SERVICE OR SERVICES, DESCRIBE THE SERVICE(S) BEING RENDERED.**

N/A

- 9) **OPTIONAL PROVISIONS** (Attach a separate sheet if necessary.) ☒

(OPTIONAL) **LIST MEMBERS AND/OR MANAGERS NAMES AND ADDRESSES**

- 10) **OWNERS (MEMBERS)** (Names and Street address)

- 11) **MANAGERS (MANAGERS)** (Names and Street address)

- 12) **EXECUTION/SIGNATURE OF THE PERSON WHO IS FORMING THIS BUSINESS (ORGANIZER)** (The title for each signer must be "Organizer.")

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature

Printed Name

Title

Jeffrey S. Perry

Jeffrey S. Perry

Organizer

Organizer

Organizer

Organizer

- 13) **CONTACT NAME** (To resolve questions with this filing.)

Jane K. Gregory - Ball Janik LLP

**DAYTIME PHONE NUMBER** (Include area code.)

(503) 228-2525

**FEES**

Required Processing Fee \$50  
Confirmation Copy (Optional) \$5

Processing Fees are nonrefundable.

Please make check payable to "Corporation Division."

**NOTE:**

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection

538378-95

**Attachment A**  
**to**  
**Articles of Organization**  
**of**  
**LotusWorks – Summit Ridge I, LLC**

**Article 9      INDEMNIFICATION AND EXCULPATION OF LIABILITY**

A.      The Company shall indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Company) by reason of the fact that the person is or was a manager, director or officer of the Company or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Company, or serves or served at the request of the Company as a director, manager, officer, employee or agent or as a fiduciary of an employee benefit plan, of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article 9.A will not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these articles of organization, operating agreement, other agreement, statute, policy of insurance, vote of members, directors or managers, or otherwise.

For purposes of this Article 9.A, the term "to the fullest extent permitted by law" includes, without limitation, to the fullest extent permitted by any provision in the Oregon Limited Liability Company Act that authorizes a limited liability company to provide indemnification, by agreement, article, operating agreement or otherwise, in addition to the permissible indemnification specifically authorized and set forth in the Oregon Limited Liability Company Act.

B.      To the fullest extent permitted by law, no manager or director of the Company will be personally liable to the Company or its members for monetary damages for conduct as a manager or director. Without limiting the generality of the preceding, if the Oregon Revised Statutes are amended after this Article 9.B becomes effective to authorize action further eliminating or limiting the personal liability of members or managers of the Company, then the liability of the members or managers of the Company will be eliminated or limited to the fullest extent permitted by the Oregon Revised Statutes, as so amended. No amendment or repeal of this Article 9.B, nor the adoption of any provision of these Articles of Organization inconsistent with this Article 9.B, nor a change in the law, will adversely affect any right or protection that is based upon this Article 9.B and pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Article 9.B unless the change in the law specifically requires such reduction or elimination.



Secretary of State  
Corporation Division  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327

Phone: (503) 986-2200  
www.filinginoregon.com

**Registry Number:** 538378-95  
**Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Next Renewal Date:** 08/04/2016

SUMMIT RIDGE WIND, LLC  
9611 NE 117TH AVE STE 2840  
VANCOUVER WA 98662

### **Acknowledgment Letter**

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

**Document**

ARTICLES OF AMENDMENT

**Filed On**

04/29/2016

**Jurisdiction**

OREGON

**Name**

SUMMIT RIDGE WIND, LLC

**Principal Place of Business**

9611 NE 117TH AVE #2840  
VANCOUVER WA 98662

**Registered Agent**

BALL JANIK SERVICE COMPANY  
101 SW MAIN ST STE 1100  
PORTLAND OR 97204

**Mailing Address**

9611 NE 117TH AVE STE 2840  
VANCOUVER WA 98662

**Member**

STEVEN OSTROWSKI JR  
12302 NE 239TH AVE  
BRUSH PRAIRIE WA 98606



# Articles of Amendment/Dissolution - Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 451 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 886-2200

☒ ARTICLES OF AMENDMENT (Complete only 1, 2, 3, 6)

☐ ARTICLES OF DISSOLUTION (Complete 4, 5, 6)

FILED

APR 29 2016

REGISTRY NUMBER: 538378-95

OREGON  
SECRETARY OF STATE

For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.  
Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

## ARTICLES OF AMENDMENT ONLY

1. ENTITY NAME: LotusWorks - Summit Ridge I, LLC

2. THE FOLLOWING AMENDMENT(S) TO THE ARTICLES OF ORGANIZATION IS MADE HEREBY: (State the article number(s) and set forth the article(s) as it is amended to read.)

Article 1 is amended to read:

"The name of the limited liability company is Summit Ridge Wind, LLC."

3. PLEASE CHECK THE APPROPRIATE STATEMENT:

☐ This amendment was adopted by the manager(s) without member action. Member action was not required.

Date of adoption of each amendment: \_\_\_\_\_

☒ This amendment(s) was approved by the members. 100 percent of the members approved the amendment(s).

Date of adoption of each amendment: April 28, 2016

## ARTICLES OF DISSOLUTION ONLY

4. NAME OF LIMITED LIABILITY COMPANY: \_\_\_\_\_

5. DATE OF DISSOLUTION: \_\_\_\_\_

6. EXECUTION: By my signature, I declare as an authorized signer, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Steven A. Ostrowski, Jr.

Manager of Summit Ridge

Wind Holdings, LLC, the Sole

Member of the Company

CONTACT NAME: (To resolve questions with this filing)

Joy Aikin

PHONE NUMBER: (include area code)

503.226.1191

Articles of Amendment/Dissolution - Limited Liability Company (05/14)

SUMMIT RIDGE WIND, LLC



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AMDART

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

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**SUMMIT RIDGE WIND, LLC**

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT**

**Dated as of September 11, 2017**

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**THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, DELIVERED AFTER SALE, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE QUALIFICATION AND REGISTRATION UNDER SUCH ACT AND LAWS OR AN APPLICABLE EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH OR REFERRED TO HEREIN.**



**SUMMIT RIDGE WIND, LLC**  
**SECOND AMENDED AND RESTATED OPERATING AGREEMENT**

This SECOND AMENDED AND RESTATED OPERATING AGREEMENT, effective as of September 11, 2017 is entered into by and among Pattern Renewables 2 LP, a Delaware limited partnership ("**Member**"), and any and all Persons who hereafter become "**Members**."

**RECITALS**

**WHEREAS**, Summit Ridge Wind, LLC, an Oregon limited liability company (the "**Company**") was originally formed as LotusWorks – Summit Ridge 1, LLC on August 4, 2008 by the filing of the Articles of Organization (as defined herein) with the Secretary of State of the State of Oregon by Lotus Group USA Inc., a Delaware corporation ("**Original Member**"), which became the sole Member of the Company;

**WHEREAS**, as of August 4, 2008, the Original Member held all of the outstanding Membership Interests (as defined herein) of the Company and entered into that certain Operating Agreement of the Company dated as of August 4, 2008 (the "**Original Agreement**");

**WHEREAS**, effective as of February 1, 2016, the Original Member assigned, transferred and conveyed all of its Membership Interests to the Company and subsequently Summit Ridge Wind Holdings, LLC, an Oregon limited liability company ("**Prior Member**"), became the sole member of the Company;

**WHEREAS**, effective as of February 1, 2006, the Prior Member held all of the outstanding Membership Interests of the Company and amended the Original Agreement by entering into that certain First Amended and Restated Operating Agreement of the Company (the "**Prior Agreement**");

**WHEREAS**, as of April 29, 2016, the Prior Member amended the name of the Company to Summit Ridge Wind, LLC by the filing of Articles of Amendment with the Secretary of State of the State of Oregon;

**WHEREAS**, as of the date hereof, Member acquired all of the outstanding Membership Interests of the Company from the Prior Member and as a result has become the sole Member of the Company; and

**WHEREAS**, Member wishes to amend and restate the Prior Agreement in its entirety, and such Prior Agreement is hereby amended and restated in its entirety.

**NOW, THEREFORE**, each Member, in consideration of the agreements of the other Members contained in this Agreement, agrees as follows:

**ARTICLE 1**  
**DEFINITIONS**

The following terms shall have the following meanings, unless otherwise clearly indicated to the contrary.

**"Additional Member"** means a Person admitted to the Company as a Member pursuant to Article 11.

**"Affiliate"** with respect to any Person means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Person in question.

**"Agreement"** means this Second Amended and Restated Operating Agreement, as it may be amended, supplemented or restated from time to time.

**"Articles of Organization"** means the Articles of Organization of the Company, as filed with the Secretary of State of the State of Oregon, as such Articles of Organization may be amended, supplemented or restated from time to time.

**"Assignee"** has the meaning specified in Section 10.3.

**"Capital Account"** means with respect to each Member the account established and maintained for such Member on the books of the Company in compliance with Treasury Regulations §§ 1.704-1(b)(2)(iv) and 1.704-2, as amended. Subject to the preceding sentence, each Member's Capital Account balance shall initially equal the amount of cash and the Contribution Value of any other property contributed by such Member. Throughout the term of the Company, each Capital Account will be (i) increased by the amount of (A) income and gains allocated to such Capital Account pursuant to Article 4 and (B) the amount of any cash and the Contribution Value of any other property subsequently contributed to such Capital Account, and (ii) decreased by the amount of (A) losses and deductions allocated to such Capital Account pursuant to Article 4 and (B) the amount of cash and the Distribution Value of any other property distributed or transferred from such Capital Account pursuant to Article 3, 4 or 10.

**"Capital Contributions"** shall mean, with respect to any Member, the amount of money and the net fair market value of property contributed by such Member to the Company pursuant to this Agreement.

**"Code"** means the United States Internal Revenue Code of 1986, as amended.

**"Company"** means the limited liability company organized pursuant to the Articles of Organization.

**"Contribution Value"** means the Fair Market Value of a Company asset contributed by a Member to the Company (net of liabilities secured by such contributed asset that the Company is treated as assuming or taking subject to).

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

**"Distribution"** means each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase or otherwise.

**"Event of Withdrawal"** means, with respect to any Person, the occurrence of any event described in Section 63.001(3) of the Oregon Act and any successor to such section.

**"Fair Market Value"** means, with respect to any asset as of any date, the price a willing buyer would pay a willing seller in an arm's-length transaction, determined using any reasonable valuation method.

**"Fiscal Period"** means any interim accounting period within a Taxable Year which is permitted or required by Code Section 706.

**"Fiscal Year"** means the Company's annual accounting period established pursuant to Section 7.2.

**"Indemnified Person"** has the meaning specified in Section 13.1.1.

**"Liquidator"** shall mean a Member selected in the manner and for the purpose specified in Section 14.2.

**"Member"** means each of the Members named on Schedule I attached hereto and any Person admitted to the Company as a Substituted Member or Additional Member; but only so long as such Person is shown as a Member on the Company's books and records.

**"Membership Interest"** means a Member's interest in and rights with respect to the Company, collectively, including the Member's Percentage Interest, the member's share of profits and losses of the Company, the right to receive distributions of the Company's assets, any right to vote, participate in management or appoint Managers, and any right under the Oregon Act or the terms hereof to information concerning the business and affairs of the Company.

**"Membership Interest Certificate"** has the meaning specified in Section 3.6.

**"Net Profit"** and **"Net Loss"**, respectively, for any period means the income or loss of the Company for such period as determined in accordance with the method of accounting followed by the Company for Federal income tax purposes, including, for all purposes, any income exempt from tax and any expenditures of the Company which are described in Code Section 705(a)(2)(B); provided, however, that in determining Net Profit and Net Loss and every item entering into the computation thereof, solely for the purpose of adjusting the Capital Accounts of the Members (and not for tax purposes), (i) any income, gain, loss or deduction attributable to the taxable disposition of any Company asset shall be computed as if the adjusted basis of such Company asset on the date of such disposition equaled its book value as of such date, (ii) if any Company asset is distributed in-kind to a Member, the difference between its Fair Market Value and its book value at the time of such distribution shall be treated as gain or loss, and (iii) any depreciation, cost recovery and amortization as to any Company asset shall be computed by assuming that the adjusted basis of such Company asset equaled its book value determined under the methodology described in Treasury Regulations §1.704-1(b)(2)(iv)(g)(3); and provided, further, that any item (computed with the adjustments in the preceding proviso) allocated under Section 4.2 shall be excluded from the computation of Net Profit and Net Loss.

**"Oregon Act"** means the Oregon Limited Liability Company Act, Oregon Revised Statutes Chapter 63, as it may be amended from time to time, and any successor thereto.

**"Original Agreement"** has the meaning specified in the Recitals to this Agreement.

**"Original Member"** has the meaning specified in the Recitals to this Agreement.

**"Percentage Interest"** with respect to any Member, means the percentage interest of that Member set forth in the column "Member's Percentage Interest" in Schedule I hereto, as such percentage interest may be adjusted from time to time pursuant to the terms of this Agreement.

**"Person"** means and includes natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trusts companies, land trusts, business trusts and other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

**"Prior Agreement"** has the meaning specified in the Recitals to this Agreement.

**"Prior Member"** has the meaning specified in the Recitals to this Agreement.

**"PRLP2"** mean Pattern Renewables 2 LP, a Delaware limited partnership.

**"Securities Act"** means the United States Securities Act of 1933, 15 U.S.C. § 77a et seq., as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future law.

**"Substituted Member"** means a Person that is admitted as a Member of the Company pursuant to Article 11.

**"Taxable Year"** means the Company's accounting period for federal income tax purposes determined pursuant to Section 8.1.

**"Tax Matters Member"** has the same meaning as "Tax Matters Partner" set forth in Code Section 6231.

**"Transfer"** means a transaction by which a Member assigns all or any portion of its Membership Interest to another Person, and includes a sale, conveyance, assignment, transfer, gift, pledge, encumbrance, foreclosure, hypothecation, mortgage, exchange or any other disposition, whether voluntary or involuntary.

**"Transferor"** has the meaning specified in Section 10.1.

**"Treasury Regulations"** means the income tax regulations promulgated under the Code and effective as of the date hereof, including any future amendments to such regulations and any corresponding provisions of succeeding regulations which (a) are mandatory or (b) call for an election by the Company as to the application of the amendment or succeeding regulation to the Company if the Members so elect; provided that any such amendments and succeeding regulations do not adversely affect the economic interests of the Members hereunder.

## **ARTICLE 2 ORGANIZATIONAL MATTERS**

**2.1 Organization of Company.** The Company was organized as a limited liability company pursuant to the provisions of the Oregon Act on August 4, 2008 and hereby continues as a limited liability company under and pursuant to the Oregon Act and the Articles of Organization. Except as expressly provided herein to the contrary, the rights and obligations of the Members, and the administration and termination of the Company, shall be governed by the Oregon Act.

**2.2 Name.** The name of the Company shall be Summit Ridge Wind, LLC. The Members may change the name of the Company at any time and from time to time. Notification of any such change shall be promptly given to all Members. The Company's business may be conducted under such name or names as the Members deem advisable.

**2.3 Articles of Organization, etc.** PRLP2, as the sole Member, is hereby authorized to execute, deliver file and record all such other certificates and documents, including amendments to or restatements of the Articles of Organization, and to do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property, and the conduct of business under the laws of the State of Oregon and any other jurisdiction in which the Company may own property or conduct business.

**2.4 Purpose.** The purpose and business of the Company shall be to carry on any business which may lawfully be conducted by a limited liability company organized pursuant to the Oregon Act.

**2.5 Principal Office; Registered Office.** The principal office of the Company shall be at Pier 1, Bay 3, San Francisco, CA 94111, or at any other place designated by the Members from time to time. The records of the Company shall be maintained at the principal executive office of the Company or

at such other location determined by the Members. The address of the registered office of the Company in the State of Oregon shall be 1127 Broadway Street NE, Suite 310, Salem OR 97301, and the registered agent for service of process on the Company in the State of Oregon at such registered office shall be Corporation Service Company. The Company may maintain offices at such other place or places as the Members may determine.

**2.6 Term.** The Company shall continue in existence perpetually or until the earlier dissolution of the Company in accordance with the provisions of Article 14.

**2.7 Operating Agreement.** This Agreement shall constitute the "operating agreement" of the Company pursuant to the Oregon Act.

### **ARTICLE 3 CAPITAL CONTRIBUTIONS**

**3.1 Members.** Each Member named on Schedule I attached hereto is credited with the Capital Contribution that is shown in the books and records of the Company in exchange for that Member's Percentage Interest listed on Schedule I. No Member shall be required to make any additional Capital Contributions to the Company (other than in connection with a subscription by such Member to additional Membership Interests of the Company).

**3.2 Capital Accounts.** The Company shall maintain a separate Capital Account for each Member.

**3.3 Interest.** The Company shall not pay interest on Capital Contributions or on balances in Capital Accounts.

**3.4 No Withdrawal.** No Member shall be entitled to withdraw any part of his Capital Contribution or Capital Account or to receive any Distribution from the Company, except as expressly provided herein.

**3.5 Issuance of Memberships.** The Company may issue additional Membership Interests in exchange for additional contributions to the capital of the Company, on such terms as are determined by the Members. Notwithstanding any provision in this Agreement to the contrary, this Agreement and Schedule I shall be amended to reflect the sale of the additional Membership Interests, the addition of additional Members and any other changes in allocations of Percentage Interests, voting rights and participation in management as may be agreed among the Members in connection therewith.

**3.6 Certification of Interests.** The Members hereby specify, acknowledge and agree that all Membership Interests in the Company are securities governed by Article 8 and all other provisions of the Uniform Commercial Code as adopted and amended in the State of Oregon (the "**UCC**"), and pursuant to the terms of Section 8-103 of the UCC, such Interests shall be "securities" for all purposes under such Article 8 and under all other provisions of the UCC. The Membership Interests of each Member may be recognized by one or more certificates substantially in the form of the certificate attached hereto as Schedule II (the "**Membership Interest Certificate**"). Unless otherwise agreed by the Members, Membership Interest Certificates shall bear legends in substantially the form of the legends set forth on Schedule II and such other legends as may be reasonably be affixed thereto as agreed among the Members. Membership Interest Certificates shall be numbered and executed by a Member, or an officer or Authorized Signatory of the Company and shall be entered into a Membership transfer register as they are issued, which register shall be maintained by the secretary of the Company. Upon surrender to the Company of a Membership Interest Certificate duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Company to issue a new Membership Interest Certificate to the Person entitled thereto, cancel the old Membership Interest Certificate and record the transaction upon its books.

## **ARTICLE 4 DISTRIBUTIONS AND ALLOCATIONS**

### **4.1 Distributions of Cash.**

**4.1.1 Current Distributions.** All cash of the Company that the Company may then distribute to its Members without violating any restrictions imposed by law or by any contractual covenants of the Company may be distributed at such times and in such amounts as the Members shall determine, including amounts to enable Members to satisfy estimated tax liabilities. All Distributions of cash pursuant to this Section 4.1.1 shall be allocated to the Members in accordance with their respective Percentage Interests.

**4.1.2 Liquidating Distributions.** After the payment of the debts and liabilities of the Company and the establishment of reserves, as provided in Article 14, any property or assets of the Company, including proceeds from the liquidation thereof, remaining upon the dissolution and liquidation of the Company shall be distributed among the Members in proportion to such Members' Capital Accounts. Such Distributions shall be made after allocating all items of Net Profit or Net Loss for the Fiscal Period ending on the date of liquidation to the Members as provided in this Agreement.

**4.1.3 Applicable Law.** Notwithstanding any other provision contained herein, the Company, and any Member on behalf of the Company, shall not make a distribution to any Member if such distribution would violate the Oregon Act or other applicable law.

### **4.2 Allocations of Net Profit and Net Loss.**

**4.2.1 Allocation of Net Profit.** Net Profit for each Fiscal Year or Fiscal Period shall be allocated to Members in accordance with their Percentage Interests.

**4.2.2 Allocation of Net Loss.** Except as provided in Section 4.2.3, Net Loss for each Fiscal Year or Fiscal Period shall be allocated to Members in accordance with their Percentage Interests.

**4.2.3 Loss Limitation.** Notwithstanding Section 4.2.2, Net Loss shall not be allocated to any Member to the extent such allocation would cause such Member to have a deficit balance in its Capital Account that exceeds the amount the Member is obligated to restore to the Company, within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(c), or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), less the amount of any item described in paragraph (d)(4), (d)(5) or (d)(6) of Treasury Regulations Section 1.704-1(b)(2)(ii). Any Net Loss that cannot be allocated to a Member by virtue of this Section 4.2.3 shall be allocated to other Members in accordance with Section 4.2.2.

**4.3 Tax Allocations.** Items of income, deduction, gain, loss, or credit that are recognized for income tax purposes shall be allocated among the Members in such manner as to reflect equitably the amounts credited to or debited against each Member's Capital Account (or which will be so credited and debited), whether in such year, in prior years, or in subsequent years. The Company shall establish and maintain records that indicate the extent to which the Capital Account of each Member, as of the last day of each Fiscal Year, includes amounts that have and have not been reflected in the taxable income of such Member. Taxable income and gain in each Fiscal Year shall be allocated among the Members whose Capital Accounts have been allocated the related credits, and items of deduction, loss, and credit in each Fiscal Year shall be allocated among the Members whose Capital Accounts have been allocated the related debits.

**4.3.1 Allocation Rules.** In performing the allocations under Section 4.3, the following rules shall apply unless manifestly unreasonable:

- (a) Items of income and gain of the Company shall be allocated to the Members in a manner that complies with the minimum gain chargeback requirements of Treasury Regulations Section 1.704-2(f) and the nonrecourse liability provisions of Treasury Regulations Section 1.704-2(i).
- (b) If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company gross income and gain shall be specially allocated to such Member for tax purposes in an amount and manner sufficient to eliminate as quickly as possible any deficit balance created by such adjustments, allocations, or distributions in the Member's capital account maintained for tax purposes. Any special allocation under this Section 4.3.1(b) shall be taken into account in computing subsequent allocations of income, deduction, gain, loss, and credit so that the net amount of allocations of income, deduction, gain, loss, and credit shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred.
- (c) The Company shall take into account the allocations in Sections 4.3.1(a) and 4.3.1(b) (the "**Regulatory Allocations**") in computing subsequent allocations pursuant to Section 4.3 so that the net amount of any items so allocated and all other items allocated to each Member pursuant to this Section 4.3.1(c) shall, to the extent possible and taking into account likely future allocations, be equal to the amount that would have been allocated to each Member had the Regulatory Allocations not been in this Agreement.

**4.3.2. Daily Determination.** For purposes of determining the tax items allocable to any period, such items shall be determined on a daily basis, using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

**4.3.3. Contributed Property.** In accordance with Code Section 704(b) and Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company, distributed by the Company, or revalued by the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its value for purposes of the Member's Capital Accounts. Any elections or other decisions relating to such allocations shall be made in any manner that reasonably reflects the intent of this Agreement.

## **ARTICLE 5 MANAGEMENT**

### **5.1 In General.**

**5.1.1 Management by Members.** The Members may exercise all powers of the Company and do all lawful acts and things as they may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Unless the Oregon Act or this Agreement requires a greater vote or consent, all matters requiring the vote, consent, approval, authorization or determination by the Members shall require the vote or consent of Members holding a majority of Percentage Interests outstanding. The Members shall have the power and authority to appoint officers and to delegate to such officers such authority and duties as the Members may determine.

**5.1.2 Officers.** The officers of the Company may include a president, secretary, and treasurer and may include one or more vice presidents, assistant secretaries and assistant treasurers.

The officers, if any, shall serve at the pleasure of the Members. Any individual may hold any number of offices. If any Member is not an individual, such Member's directors, officers, partners, Members and employees may serve as officers of Company. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Members. Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Members at any time. Any officer may resign at any time by giving written notice to the Members, which resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by action of the Members. The salaries, if any, of officers and agents of the Company shall be fixed by the Members.

**5.1.3 Authorized Signatories.** The Members may designate Authorized Signatories of the Company and delegate signature authority to such persons to execute documents on behalf of the Company where directed to do so by the Members. The Authorized Signatories shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Members. An individual who is also an officer of the Company may also be designated as an Authorized Signatory of the Company. If any Member is not an individual, such Member's directors, officers, partners, Members and employees may serve as Authorized Signatories of Company. Any Authorized Signatory may be removed, either with or without cause, by the Members at any time. Any Authorized Signatory may resign at any time by giving written notice to the Members, which resignation shall take effect the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. The salaries, if any, of Authorized Signatories of the Company shall be fixed by the Members.

**5.1.4 Execution of Documents.** With respect to all of its obligations, powers and responsibilities under this Agreement, the officers and Authorized Signatories of the Company, if any, are each 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 Members 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 Members and the Company, all without further act, vote or approval of any Person notwithstanding anything to the contrary contained in this Agreement. Notwithstanding the foregoing, any officer or Authorized Signatory, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts. All checks, drafts, and other instruments obligating the Company to pay money may be signed only according to the Company's banking resolutions on file with each relevant banking institution.

**5.2 Company Qualifications and Filings.** The Original Members have filed with the Secretary of State of the State of Oregon the Articles of Organization and the Member shall execute, deliver and file any amendments and/or restatements thereof required or permitted to be filed by the Oregon Act. The officers or Authorized Signatories shall cause to be filed such Agreements as may be necessary or appropriate for the continuation, qualification and operation of a limited liability company in the State of Oregon and shall cause to be filed such Agreements as may be necessary or appropriate for the continuation, qualification and operation of a limited liability company in any other jurisdiction in which the Company may elect to do business. Subject to applicable law, any and all filings in and reports to any state, and all amendments thereto may omit the names and addresses of the Members, information relating to the Members' Capital Contributions and shares of Net Profits and Net Losses and information relating to compensation of the Members, or may state such information in the aggregate rather than with respect to each individual Member. The Company shall not be required to deliver or mail a copy of the Articles of Organization or any amendment thereto to any Member.



### **5.3 Compensation and Reimbursement of Members.**

**5.3.1 Compensation.** Except as provided in this Section 5.3 or elsewhere in this Agreement, no Member shall be compensated for its services to the Company.

**5.3.2 Reimbursement.** Each Member shall be reimbursed on a monthly basis for all reasonable actual out-of-pocket expenses, disbursements and advances it pays or incurs in connection with the formation and business of the Company, including all expenses, disbursements and advances for legal, accounting, printing and banking matters, consultants and other third parties, reasonable travel expenses, and filing fees.

**5.4 Outside and Competing Activities.** Subject to the application of general common law principles of Oregon corporate law:

- (a) Each Member, its respective Affiliates and its respective stockholders, directors, partners, managers, Members, officers, controlling persons, partners and employees may engage or invest in, independently or with others, any business activity of any type or description, including those that might be the same as or similar to, or in direct or indirect competition with, the Company's business. Neither the Company nor any Member shall have any right in or to such other ventures or activities or to the income or proceeds derived therefrom;
- (b) No Member shall be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company; and
- (c) Each Member shall have the right to hold any investment opportunity or prospective economic advantage for its own account or to recommend such opportunity to Persons other than the Company. The Members acknowledge that the Members and their Affiliates may own and/or manage other businesses, including businesses that may compete with the Company's business and may compete for the Member's time; each Member hereby waives any and all rights and claims which it may otherwise have against any Member and its officers, directors, shareholders, partners, Members, managers, agents, employees, and Affiliates as a result of any such ownership or management. The Members shall devote to the management of the Company only such time as may reasonably be required to cause the affairs of the Company to be conducted in an efficient and businesslike manner.

### **5.5 Conflicts of Interest.**

**5.5.1 In General.** Notwithstanding that a conflict of interest may exist, any Member or any Affiliates of any Member may, without the consent of the Members holding at least a majority of the Percentage Interests, engage in any transaction (including the purchase, sale, lease, or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as (a) such transaction is not expressly prohibited by this Agreement, and (b) the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length.

**5.5.2 Determination of Reasonableness.** Any such transaction shall be conclusively determined to be fair and reasonable to the Company and at least as favorable to the Company as similar transactions between parties operating at arm's length if the Members holding a majority of the Percentage Interests (excluding the Percentage Interest of any Member having an interest (other than

solely as a Member) in such transaction, unless such Member holds 100% of the Percentage Interests) affirmatively vote or consent in writing to approve the transaction. Unless otherwise expressly provided herein, whenever this Agreement provides that any Person shall act in a manner which is, or provide terms which are, fair and reasonable to the Company or any Member, any determination of fairness and reasonableness shall consider the relative interests of each party to such agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable United States generally accepted accounting practices or principles.

**5.5.3 Acts in Good Faith.** So long as a Member acts in good faith, the resolution, action or terms so made, taken or provided by the Member shall not constitute a breach of this Agreement. Whenever in this Agreement any Person is permitted or required to take any action or to make a decision in its "good faith" or under another express standard, that Person shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein. Whenever in this Agreement any Person is permitted or required to take any action or to make a decision in its "sole discretion" or "discretion," with "complete discretion" or under a grant of similar authority or latitude, that Person shall be entitled to consider only such interests and factors as it wishes, provided, that except as provided in Section 11.1, that Person shall act in good faith.

**5.6 Purchase of Memberships.** The Members may cause the Company to purchase or otherwise acquire Membership Interests or may purchase or otherwise acquire Membership Interests on behalf of the Company. As long as such Membership Interests are owned by or on behalf of the Company, such Membership Interests shall not be considered outstanding for any purpose.

**5.7 Reliance on Advisors.** The Members may consult with counsel, accountants or other independent consultants in respect of Company affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel, accountants or other independent consultants, provided that they shall have been selected with reasonable care.

**5.8 Member Authority.** Unless expressly and duly authorized in writing to do so by the Members, no Member shall have any power or authority to bind or act on behalf of the Company in any way to pledge its credit or to render it liable for any purpose.

**5.9 Corporate Separateness.** The Members shall cause the Company to maintain its existence separate and distinct from any other Person, including, without the need to obtain approval of any other Member or stakeholder, by taking the following actions to the extent practicable:

- (a) maintaining in full effect its existence, rights and franchises as a limited liability company under the laws of the State of Oregon and obtaining and preserving its qualification to do business in each jurisdiction in which such qualification is or will be necessary to protect the validity and enforceability of this Agreement and each other instrument or agreement necessary or appropriate to properly administer this Agreement and permit and effectuate the transactions contemplated in this Agreement;
- (b) conducting its affairs separately from those of its officers, directors and Affiliates and maintaining accurate and separate books and records;
- (c) maintaining its own deposit accounts, separate from those of its Members and Affiliates;
- (d) acting solely in its own limited liability company name and not that of any other Person, including any Member or any of its Affiliates;
- (e) not holding itself out as having agreed to pay, or as being liable for, the obligations of any Member or any of its Affiliates;

- (f) not commingling its assets with those of any other Person and paying its obligations only out of its own funds, including salaries of its employees;
- (g) observing all limited liability company formalities required in this Agreement and by its Articles of Organization;
- (h) not acquiring obligations of its Members or any of their respective Affiliates (other than the Company);
- (i) holding itself out as a separate entity; and
- (j) correcting any known misunderstanding regarding its separate identity.

## **ARTICLE 6 NO RIGHT OF PARTITION**

No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

## **ARTICLE 7 BOOKS, RECORDS, ACCOUNTING AND REPORTS**

**7.1 Records and Accounting.** The Members or officers, if any, shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 7.3 or pursuant to applicable laws.

**7.2 Fiscal Year.** The Fiscal Year of the Company shall be the 12-month period ending on December 31 of each year or such other annual accounting period as may be established by the Members.

**7.3 Tax Reports.** The Company shall use reasonable efforts to deliver or cause to be delivered, as early as possible each year, to each Person who was a Member at any time during the previous Taxable Year all information necessary for the preparation of such Person's United States federal income tax returns and any state, local and foreign income tax returns which such Person is required to file as a result of the Company being engaged in a trade or business within such state, local or foreign jurisdiction, including a statement showing such Person's share of income, gains, losses, deductions and credits for such year for United States federal income tax purposes (and, if applicable, state, local or foreign income tax purposes) and the amount, if any, of any Distributions made to or for the account of such Person pursuant to this Agreement. Upon the written request of any such Person made not later than thirty (30) days after the end of each Fiscal Year and at the sole expense of such Person, the Company shall use reasonable efforts to deliver or cause to be delivered any additional information necessary for the preparation of any state, local and foreign income tax returns which must be filed by such Person.

## **ARTICLE 8 TAX MATTERS**

**8.1 Tax Elections.** The Taxable Year shall be the Fiscal Year set forth in Section 7.2, unless the Members shall determine otherwise in compliance with applicable laws. The Company shall determine whether to make or revoke any available election pursuant to the Code. Each Member will upon request supply the information necessary to give proper effect to such election.

**8.2 Tax Controversies.** PRLP2 is designated the Tax Matters Member, and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations

of the Company's affairs by tax authorities, including administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with PRLP2 and to do or refrain from doing any or all things reasonably requested by PRLP2 with respect to the conduct of such proceedings. The Tax Matters Member shall have sole discretion to determine whether the Company (either in its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) shall be paid by such Member, and if paid by the Company, shall be recoverable from such Member.

## **ARTICLE 9 VOTING; AMENDMENTS**

**9.1 Action Without Meeting.** Any action that may be taken at a Members' meeting may be taken without a meeting if written consents to the action are solicited, and if within ninety (90) days after delivery of the request for written consents, such consents are received from Members owning not less than the minimum Percentage Interests that would be necessary to authorize or take such action at a meeting. A written consent to the taking of any action shall have no force and effect if it is received more than ninety (90) days after the date of the delivery of the written request soliciting consents to such action. The Company shall promptly provide notice of any action taken pursuant to this Section 9.1 to all the Members.

**9.2 Amendments.** This Agreement may be amended upon the affirmative vote of the Members holding not less than a majority of the Percentage Interests; provided, that without the consent of each Member directly affected thereby, no amendment shall modify the limited liability of a Member, increase the liabilities or responsibilities of (including requiring additional future Capital Contributions of Members or otherwise obligating any Member as to any matter not otherwise covered by this Agreement), or diminish the rights or protections of, a Member under this Agreement, or modify the method provided in this Agreement for determining allocations and Distributions and the definitions relating thereto. This Section 9.2 may be amended only with the approval by written consent or affirmative vote of all Members. As promptly as practicable following the execution and delivery of any amendment to this Agreement, the Company shall provide all of the Members with written notice and a copy of such amendment.

## **ARTICLE 10 TRANSFER OF LIMITED LIABILITY COMPANY INTERESTS**

**10.1 Transfer in General.** Any Transfer of a Membership Interest, or any part thereof, to any Person (including a Person who has been admitted as a Member in connection with such Transfer), shall be subject to such Person satisfying the requirements of Articles 11 and 16. An admission shall become effective on the date on which Members holding at least a majority of the Percentage Interests consent. A Member who Transfers a Membership Interest (a "**Transferor**") may participate in, and have the Percentage Interest allocable to such Member's Membership Interest counted, in connection with any such consent. Any Transfer or purported Transfer which is not permitted under this Section 10.1 shall be void and shall not bind or be recognized by the Company and the Company shall recognize the purported Transferor as continuing to be the owner of the Membership Interest purported to be Transferred.

**10.2 Opinion of Counsel.** Except as may otherwise be agreed by the Members, no Transfer shall be made if, in the opinion of counsel for the Company, (a) such Transfer would violate the Securities Act or any applicable state securities or "blue sky" laws, or any other applicable provision of law in any respect, (b) such Transfer would require registration of the Membership Interest (or any part thereof) Transferred under the Securities Act, (c) such Transfer would result in the Company having to register as an investment company under the Investment Company Act of 1940, as amended, or in the assets of the Company being considered plan assets within the meaning of the Employee Retirement Income Security Act of 1974, as amended, (d) such Transfer would cause the Company to be treated as an association

taxable as a corporation for purposes of the federal income tax laws, (e) such Transfer would cause a default under the terms of any material agreement to which the Company is a party or (f) such Transfer would cause a termination of the Company under Section 708 of the Code.

**10.3 Assignee's Rights.** A Transfer permitted under this Agreement shall be effective as of the date determined by the Members. Net Profits, Net Losses and other Company items shall be allocated between the Transferor and any assignee of all or part of the Transferor's interest (the "**Assignee**") according to Code Section 706. Unless and until an Assignee becomes a Member pursuant to Article 11, the Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable law.

## **ARTICLE 11 ADMISSION OF MEMBERS**

**11.1 Substituted Members.** An Assignee may request admission as a Substituted Member on the form prescribed by the Members. No Assignee shall become a Substituted Member without the prior written consent of Members (other than the assigning Member, unless the assigning Member is the sole Member), holding at least a majority of the Percentage Interests, which consents may be withheld in the sole discretion of any Member for any reason or for no reason.

**11.2 Death, Incompetency or Bankruptcy of a Member.** If any Member who is a natural person dies or if a court of competent jurisdiction adjudges such a Member to be incompetent, that Member's executor, administrator, guardian, conservator or other legal representative will have the rights conferred under Section 63.265(2) of the Oregon Act. Notwithstanding any other provision of this Agreement, (a) the Bankruptcy of a Member shall not cause such Member to cease to be a Member of the Company and such Member shall continue to have all of its rights and privileges as a Member upon the occurrence of such an event, the Company shall continue without dissolution and (b) each Member hereby waives any right it may have under the Oregon Act to agree in writing to dissolve the Company upon the Bankruptcy of a Member.

**11.3 Additional Members.** A Person may be admitted to the Company as an Additional Member only upon furnishing to the Company (a) a signed copy of this Agreement and (b) such other documents or instruments as may be reasonably necessary or appropriate to effect his admission as a Member. Such admission shall become effective on the date on which the conditions set forth above have been satisfied.

**11.4 Representations of New Members.** Each Substituted Member or Additional Member shall become a party to, and agree, to be bound by, this Agreement, and shall be deemed admitted to the Company as a Member of the Company upon its execution of a counterpart hereto and to have made the representations and warranties set forth in Article 16 of this Agreement.

## **ARTICLE 12 WITHDRAWAL OF MEMBERS**

**12.1** No Member shall have any right to withdraw from the Company without the prior written consent of the Members.

## **ARTICLE 13 INDEMNIFICATION; LIABILITY**

### **13.1 Indemnification.**

**13.1.1 In General.** The Company shall, to the full extent permitted by law, indemnify, defend and hold harmless each 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 paid or incurred in investigating, preparing or defending itself against any Claim shall be reimbursed as paid or incurred. This Section 13.1 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 his gross negligence, willful or wanton misconduct or knowing violation of law. Any payments made to or on behalf of a Person who is later determined not to be entitled to such payments shall be refunded to the Company promptly following such determination.

**13.1.2 Non-Exclusive.** The right to indemnification and the advancement of expenses conferred in this Section 13.1 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, vote of the Members or otherwise.

**13.1.3 Insurance.** The Company may maintain insurance, at its expense, to protect any Person against any expense, liability or loss, to the extent that the Company would have the power to indemnify such Person against such expense, liability or loss under the Oregon Act.

**13.2 Limitation on Liability.** Each Member may exercise any of the powers granted to it by this Agreement either directly or by or through its agents, and such Member 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). Any duties (including fiduciary duties) of, and liabilities relating thereto imposed by law upon, any Member shall, to the extent permitted by law, be modified by the terms of this Agreement. No Person who is a Member and/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 a Member and/or officer of the Company. The Members shall have no liability under this Agreement except as otherwise provided in the following sentence or in the Oregon Act. A Member's liability for Company liabilities and losses shall be limited to the Company's assets; provided that a Member shall be required to return to the Company any Distribution made to it in error.

## **ARTICLE 14 DISSOLUTION AND LIQUIDATION**

**14.1 Dissolution.** The Company shall not be dissolved by the admission of Additional Members or Substituted Members. The Company shall dissolve, and its affairs shall be wound up, upon: (a) the agreement of all of the Members to dissolve the Company or (b) any other event which would cause the dissolution of the Company under the Oregon Act, unless the Company is continued in accordance with the Oregon Act. Each Member hereby waives any right, to the extent permitted by law, to any action for dissolution other than pursuant to rights set forth in this Agreement.

**14.2 Selection of Liquidator.** Upon dissolution of the Company, the Members shall select a Member or any other competent and qualified Person to be the Liquidator. The Liquidator shall agree not to resign at any time without thirty (30) days' prior written notice. The Liquidator may be removed at any time, with or without cause, by notice of removal and appointment of a successor Liquidator approved by Members that own at least a majority of the Percentage Interests. Within thirty (30) days following the occurrence of any Event of Withdrawal with respect to the Liquidator, a successor Liquidator may be elected by Members that own at least a majority of the Percentage Interests. The successor Liquidator shall succeed to all rights, powers and duties of the former Liquidator. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator shall be deemed to refer also to any such successor or substitute Liquidator appointed in the manner herein provided. Except as expressly provided in this Article 14, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any of the Members, all of the powers conferred upon the Members under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Company as provided for herein.

**14.3 Liquidation.** The Liquidator shall liquidate the assets of the Company, and apply and distribute the proceeds of such liquidation, in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

- (a) first, to the satisfaction of liabilities of the Company by payment (or reasonable provision for payment) of the Company's debts and obligations to its creditors, including sales commissions and other expenses incident to any sale of the assets of the Company and to the establishment of and additions to such reserves as the Liquidator may deem necessary or appropriate; and
- (b) second, to the Members, in accordance with their relative Capital Accounts.

The reserves established pursuant to subparagraph (a) shall be paid over by the Liquidator to a bank or other financial institution, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Liquidator deems advisable, such reserves shall be distributed to the Members in the priorities set forth in this Section 14.3. The allocations and distributions provided for in this Agreement are intended to result in the Capital Account of each Member immediately prior to the distribution of the Company's assets pursuant to this Section 14.3 being equal to the amount distributable to such Member pursuant to this Section 14.3. The Company shall make appropriate adjustments in the allocation of Net Profits and Net Losses as necessary to cause the amount of each Member's Capital Account immediately prior to the distribution of the Company's assets pursuant to this Section 14.3 to equal the amount distributable to such Member pursuant to this Section 14.3.

**14.4 Distribution in Kind.** The provisions of Section 14.3 which require the liquidation of the assets of the Company notwithstanding, but subject to the order of priorities set forth therein, if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members, the Liquidator may, in its sole discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy Company liabilities (other than loans to the Company by Members) and reserves, and may, in its absolute discretion, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 14.3, undivided interests in such Company assets or beneficial interests in a trust organized to hold such assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the

operating of such properties at such time. The Liquidator shall determine the Fair Market Value of any property distributed in accordance with the valuation procedures set forth in Article 14.

**14.5 Articles of Dissolution.** Upon the completion of the winding up of the affairs of the Company, including the distribution of Company property as provided in this Article, the Liquidator (or the Members, if necessary) shall cause the dissolution of the Company by duly executing and causing to be filed Articles of Dissolution of the Company, which shall terminate the separate legal existence of the Company, and all qualifications of the Company as a foreign limited liability company in jurisdictions other than the State of Oregon and shall take such other actions as may be necessary to terminate the Company.

**14.6 Reasonable Time for Winding Up.** A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets in order to minimize any losses otherwise attendant upon such winding up. Distributions upon liquidation of the Company (or any Member's interest in the Company) and related adjustments shall be made by the end of the Taxable Year of the liquidation (or, if later, within ninety (90) days after the date of such liquidation) or as otherwise permitted by Treasury Regulations Section 1.704-1(b)(2)(ii)(b), including requirements (2) and (3) thereof.

**14.7 Return of Capital.** The Liquidator shall not be personally liable for the return of Capital Contributions or any portion thereof, it being understood that any such return shall be made solely from Company assets.

## **ARTICLE 15 GENERAL PROVISIONS**

**15.1 Addresses and Notices.** Any notice, demand, request or report required or permitted to be given or made to any Person under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class mail, overnight courier, confirmed facsimile, electronic mail, or by other commercially reasonable means of written communication to the Person at his address as shown on the Company's books and records. An affidavit or certificate of mailing executed on behalf of the Company shall be conclusive (but not exclusive) evidence of the date and fact of mailing of any such notice, demand, request or report. Any notice to the Company shall be deemed given if received by the Company at its principal office designated pursuant to Section 2.5

**15.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

**15.3 Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

**15.4 Counterparts.** This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

**15.5 Applicable Law.** The limited liability company law of the State of Oregon will govern all issues concerning the relative rights of the Company and its Members. All other questions concerning the construction, validity and interpretation of this Agreement will be governed by the internal law, and not the law of conflicts, of the State of Oregon.



**15.6 Invalidity of Provisions.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

**15.7 Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected. The titles of the Articles and Sections in this Agreement are for convenience only and shall not be considered in construing this Agreement. Pronouns shall be construed to refer to the feminine, neuter, singular and plural as the identity of the individual or entity referred to may require. In interpreting the meaning of this Agreement: (a) "includes" and "including" are not limiting, (b) "or" is not exclusive, (c) each reference to any gender shall include reference to all other genders, as appropriate, and (d) "all" includes "any" and "any" includes "all."

**15.8 Further Action.** The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

**15.9 Integration.** This Agreement and the other agreements executed as of the date hereof constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto.

**15.10 Classification of Company for United States Tax Purposes.** It is the intent of the Company and its Members that, for United States income tax purposes, the Company be treated as a partnership for any period during which it has two or more Members, and as a disregarded entity for any period during which it has only one Member, and the terms of this Agreement shall be construed so as to accomplish that goal and the Members will use their best efforts to cause the Company to be so treated.

## **ARTICLE 16 REPRESENTATIONS OF MEMBERS**

Each Member represents and warrants to the Company as follows:

**16.1 Investment.** The Membership Interest issued to the Member is being acquired for investment for the Member's own account, not as a nominee or agent, and not with a view to or for sale in connection with the distribution thereof.

**16.2 Sophistication.** The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the Member's investment in the Membership Interest; the Member has the ability to bear the economic risks of such investment; the Member has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement; and the Member has had an opportunity to ask questions and to obtain such financial and other information regarding the Company as the Member deems necessary or appropriate in connection with evaluating the merits of the investment in the Membership Interest. Member acknowledges that the Membership Interests have not been and will not be registered under the Securities Act of 1933 or under any state securities act and may not be transferred except in compliance with the Securities Act of 1933 and all applicable state laws.

**16.3 Accredited Investor.** The Member qualifies as an Accredited Investor within the meaning of Regulation D promulgated under the Securities Act of 1933.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned have executed or caused to be executed on its behalf this Agreement as of the date first above written.

**MEMBER:**      **PATTERN RENEWABLES 2 LP,**  
a Delaware limited partnership

By:   
Name: Dyann Blaine  
Its: Vice President

## **SCHEDULE I**

### **SUMMIT RIDGE WIND, LLC**

#### **SECOND AMENDED AND RESTATED OPERATING AGREEMENT**

#### **MEMBERS**

*As of September 11, 2017*

Member	Member's Percentage Interest
Pattern Renewables 2 LP Pier 1, Bay 3 San Francisco, CA 94111	100%

## SCHEDULE II

THE INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES LAWS. ACCORDINGLY, SUCH INTERESTS MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT COMPLIANCE WITH SUCH ACT AND SUCH STATE SECURITIES LAWS, AND THE COMPANY MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO IT THAT NO VIOLATION OF SUCH ACT AND SUCH STATE SECURITIES LAWS WILL RESULT FROM ANY PROPOSED SALE, TRANSFER, OR OTHER DISPOSITION OF SUCH INTERESTS.

THIS CERTIFICATE EVIDENCES AN INTEREST IN THE COMPANY AND SHALL BE A SECURITY FOR THE PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF OREGON.

No. \_\_\_\_

\_\_\_\_ Percentage Interest

**SUMMIT RIDGE WIND, LLC**  
**a Limited Liability Company**  
**under the laws of the State of Oregon**

**Certificate of Interest**

This certifies that [\_\_\_\_\_] is the owner of a Membership Interest in Summit Ridge Wind, LLC (the "Company"), entitled to the Percent shown above, which Membership Interest is subject to the terms of the Second Amended and Restated Operating Agreement of the Company, as the same may be amended, restated, modified or supplemented from time to time in accordance with the terms thereof (the "Operating Agreement").

This Certificate of Interest may be transferred by the lawful holders hereof only in accordance with the provisions of the Operating Agreement.

IN WITNESS WHEREOF, the said Company has caused this Certificate of Interest to be signed by its duly authorized Member or officer this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**SUMMIT RIDGE WIND, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INSTRUMENT OF TRANSFER OF  
MEMBERSHIP INTEREST IN  
SUMMIT RIDGE WIND, LLC**

**FOR VALUE RECEIVED**, the undersigned does hereby sell, assign and transfer unto

\_\_\_\_\_  
(print or type name of assignee)

the Membership interest evidenced by and within the Certificate of Interest herewith, and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer said interest on the books of Summit Ridge Wind, LLC, with full power of substitution in the premises.

Dated as of: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D****ORGANIZATION, MANAGERIAL AND TECHNICAL EXPERTISE**

**OAR 345-021-0010(1)(d)** Information about the organizational expertise of the applicant to construct and operate the proposed facility, providing evidence to support a finding by the Council as required by OAR 345-022-0010, including:

(A) The applicant's previous experience, if any, in constructing and operating similar facilities.

**Response:** Pattern Development is a member of the Pattern Energy Group family of companies. Pattern Energy Group is a leading independent developer, owner, and operator of renewable energy facilities with wind and solar projects located in the United States, Canada, Chile, Japan, and Mexico. Pattern Energy Group has developed and brought to commercial operation over 4,500 MW of renewable energy worldwide and currently has a development pipeline with over 5,900 MW of solar and wind projects. Pattern has achieved many industry firsts including the first to: develop a utility scale wind farm on the Texas Gulf Coast, develop utility scale wind in the state of Nevada, and develop utility scale wind in Puerto Rico. Pattern Development's affiliate, Pattern Energy Group Inc. ("PEGI") owns and operates over 2,700 MW of projects worldwide.

(B) The qualifications of the applicant's personnel who will be responsible for constructing and operating the facility, to the extent that the identities of such personnel are known when the application is submitted.

**Response:** Pattern Development's construction and engineering team is led by Kevin Deters. Kevin Deters joined Pattern Development in August 2014, but has partnered with Pattern Development on various wind and transmission projects for over a decade. Prior to joining Pattern Development, Mr. Deters served as Vice President / General Manager of Electrical Division for Mortenson Construction. Kevin has worked in the energy industry for nearly 20 years, 12 of those in renewables. Pattern Development works with top industry contractors and vendors to ensure the safe and on time completion of our projects.

Pattern Development's operations team is led by Chris Shugart. Chris Shugart serves as the Senior Vice President of Operations for Pattern Energy. Based out of the Houston office, Chris is responsible for the safe and reliable operations of Pattern Energy's ever-growing fleet of renewable energy facilities. Chris has been with Pattern Energy since its inception and oversees the full range of operational disciplines, including operations, engineering, asset management, regulatory compliance, supply chain, environmental, and health and safety. He most enjoys working with Pattern Energy's operations team, which includes technicians, operators, engineers, and asset managers around the world, all of whom have the goal of operational excellence at their facilities. Chris is an alumnus of Virginia Tech, where he earned his Bachelor of Science degree in Mechanical Engineering, and the University of Phoenix, where he earned his Master of Business Administration.

(C) The qualifications of any architect, engineer, major component vendor, or prime contractor upon whom the applicant will rely in constructing and operating the facility, to the extent that the identities of such persons are known when the application is submitted.

**Response:** The project's engineering, construction and turbine suppliers have not yet been selected. However, in each instance a short list of qualified firms has been identified and pre-qualified based on

the Pattern Development's significant industry experience with top vendors and contractors in the wind industry.

(D) The past performance of the applicant, including but not limited to the number and severity of any regulatory citations in constructing or operating a facility, type of equipment, or process similar to the proposed facility.

**Response:** The Pattern Energy Group companies have successfully managed construction of 19 wind and solar projects (with gross capacity of over 2.8 GW) and brought all to completion within budget and on schedule. The equipment and processes used in the completed wind facilities will be substantially similar to that used in Summit Ridge. Pattern Development and Summit Ridge Wind, LLC have had no regulatory citations or complaints which resulted in enforcement action.

(E) If the applicant has no previous experience in constructing or operating similar facilities and has not identified a prime contractor for construction or operation of the proposed facility, other evidence that the applicant can successfully construct and operate the proposed facility. The applicant may include, as evidence, a warranty that it will, through contracts, secure the necessary expertise.

**Response:** N/A, Applicant has significant experience construction and operating similar facilities.

(F) If the applicant has an ISO 9000 or ISO 14000 certified program and proposes to design, construct and operate the facility according to that program, a description of the program.

**Response:** N/A, Applicant has no ISO 9000 or ISO 14000 certified program

(G) If the applicant relies on mitigation to demonstrate compliance with any standards of Division 22 or 24 of this chapter, evidence that the applicant can successfully complete such proposed mitigation, including past experience with other projects and the qualifications and experience of personnel upon whom the applicant will rely, to the extent that the identities of such persons are known at the date of submittal.

**Response:** Pattern Energy Group companies have successfully developed over 4,500 MWs of wind across a geographically and ecologically diverse set of locations, and have extensive experience dealing with compensatory mitigation across a wide array of contexts from voluntary species conservation banks, multi-resource restoration and mitigation projects, power-pole retrofits associated with federal eagle permits, to wetland mitigation. Adam Cernea Clark is the permitting lead for the Project with experience developing wind, solar, and transmission facilities in the United States and has direct experience with both habitat and species-specific mitigation. Adam Cernea Clark has been with Pattern Development since 2014, is a member of the New York State Bar and a graduate of Northeastern University School of Law and Vermont Law School, where he earned a Juris Doctor and Masters in Environmental Law and Policy respectively. Commercial arrangements have already been secured to control up to 70 acres for habitat mitigation intended to establish an area of land near the Project to mitigate for the impacts of the Project on wildlife habitat.

**EXHIBIT M****FINANCIAL ANALYSIS**

***OAR 345-021-0010(1)(M)*** Information about the applicant's financial capability, providing evidence to support a finding by the Council as required by OAR 345-022-0050(2). Nothing in this subsection shall require the disclosure of information or records protected from public disclosure by any provision of state or federal law. The applicant shall include:

*(A) An opinion or opinions from legal counsel stating that, to counsel's best knowledge, the applicant has the legal authority to construct and operate the facility without violating its bond indenture provisions, articles of incorporation, common stock covenants, or similar agreements.*

**Response:** The legal opinion is attached hereto as Annex M-1.

*(B) The type and amount of the applicant's proposed bond or letter of credit to meet the requirements of OAR 345-022-0050.*

**Response:** The Applicant proposes to, prior to construction of the Facility; obtain a bond or letter or credit in an amount up to \$10,000,000 to meet the financial security instrument. The actual value of the instrument will be determined upon finalization of design.

*(C) Evidence that the applicant has a reasonable likelihood of obtaining the proposed bond or letter of credit in the amount proposed in paragraph (B), before beginning construction of the facility.*

**Response:** Pattern Development has obtained a letter from one of the company's relationship banks (see Annex M-2) demonstrating the reasonable likelihood that it will be able to obtain a bond in an amount equal or greater than the cost of Facility retirement.



**Annex M-1****LEGAL OPINION**

*[See Attached]*



760 SW Ninth Ave., Suite 3000  
Portland, OR 97205  
T. 503.224.3380  
F. 503.220.2480  
www.stoel.com

October 19, 2017

Oregon Department of Energy  
550 Capitol Street NE  
Salem, OR 97301

**Re: Site Certification - Summit Ridge Wind, LLC**

To Whom it May Concern:

This firm has acted as special counsel to Summit Ridge Wind, LLC, an Oregon limited liability company (the "***Certificate Holder***") in connection with the Site Certification for the Certificate Holder's development, construction, operation and retirement of the Summit Ridge Wind Farm located in Wasco County, Oregon (the "***Summit Ridge Project***").

For purposes of the opinions expressed in this letter, we have examined a certified copy of the Articles of Organization of Certificate Holder, filed with the State of Oregon Secretary of State, Corporate Division (the "***Oregon Secretary of State***") on August 4, 2008, as amended by the articles of amendment filed with the Oregon Secretary of State on April 29, 2016 (the "***Articles***"), and a copy of the Second Amended and Restated Operating Agreement of Certificate Holder, dated as of September 11, 2017, executed by Pattern Renewables 2 LP, a Delaware limited partnership, as sole member (the "***Operating Agreement***", and together with the Articles, the "***Documents***").

We have reviewed only the Documents and have made no other investigation or inquiry. Without limiting the generality of the foregoing, we have not examined or reviewed any document or instrument (other than the Documents), including, without limitation, any document or instrument referred to in the Documents. We have also relied, without additional investigation, upon the facts and representations set forth in the Documents.

In our examination of the Documents and in rendering the following opinion, in addition to the assumptions contained elsewhere in this letter, we have, with your consent, assumed without investigation (and we express no opinion regarding the following):

(a) that the Documents are valid and binding obligations of each party thereto, enforceable against such party in accordance with their respective terms; and

Oregon Department of Energy  
550 Capitol Street NE  
Salem, OR 97301  
October 19, 2017  
Page 2

(b) that the provisions of the Operating Agreement relating to the powers of, and authorization and execution of documents and agreements by the Certificate Holder would be enforced by Oregon law as written.

Based solely upon our examination and consideration of the Documents, and in reliance thereon, and in reliance upon the factual statements and representations contained in the Documents, and our consideration of such matters of law as we have considered necessary or appropriate for the expression of the opinion contained herein, and subject to the exceptions, limitations, qualifications and assumptions expressed herein, we are of the opinion that, subject to the Certificate Holder's meeting all of the requirements of any applicable federal, state and local laws (including all rules and regulations promulgated thereunder), the Certificate Holder has the legal authority to construct and operate the Summit Ridge Project without violating the Documents.

The opinion expressed herein is limited solely to the scope of our opinion and is based solely on the Oregon Limited Liability Company Act.

Please do not hesitate to contact us if you have any questions regarding this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "Stoel Rives LLP". The script is cursive and fluid, with the letters "S", "R", and "L" being particularly prominent.

Stoel Rives LLP

Stoel Rives LLP

**Annex M-2****BANK LETTER**

*[See Attached]*



**MUFG Union Bank, N.A.**  
Power & Utilities Division  
445 S. Figueroa St.  
Los Angeles, CA 90071

October 20, 2017

Oregon Department of Energy  
625 Marion Street NE  
Salem, Oregon 97301-3737

Attention: Todd R. Cornett, Assistant Director, Siting Division

Dear Mr. Cornett:

Pattern Energy Group 2 LP ("Pattern"), the parent company of Summit Ridge Wind LLC, is a client of MUFG Union Bank, N.A. ("Bank").

It is our understanding that Pattern may be asked to provide a letter of credit (the "Project Letter of Credit"). It is our further understanding that the potential liability of the Project Letter of Credit could total an amount of up to ten million dollars (\$10,000,000.00).

MUFG has an ongoing relationship with Pattern, and, subject to the below, there is a reasonable likelihood that we would provide the Project Letter of Credit should it be requested from us. Our issuance of the Project Letter of Credit is subject to our satisfactory review and acceptance of the terms and conditions of the relevant documents as well as internal credit review and approval.

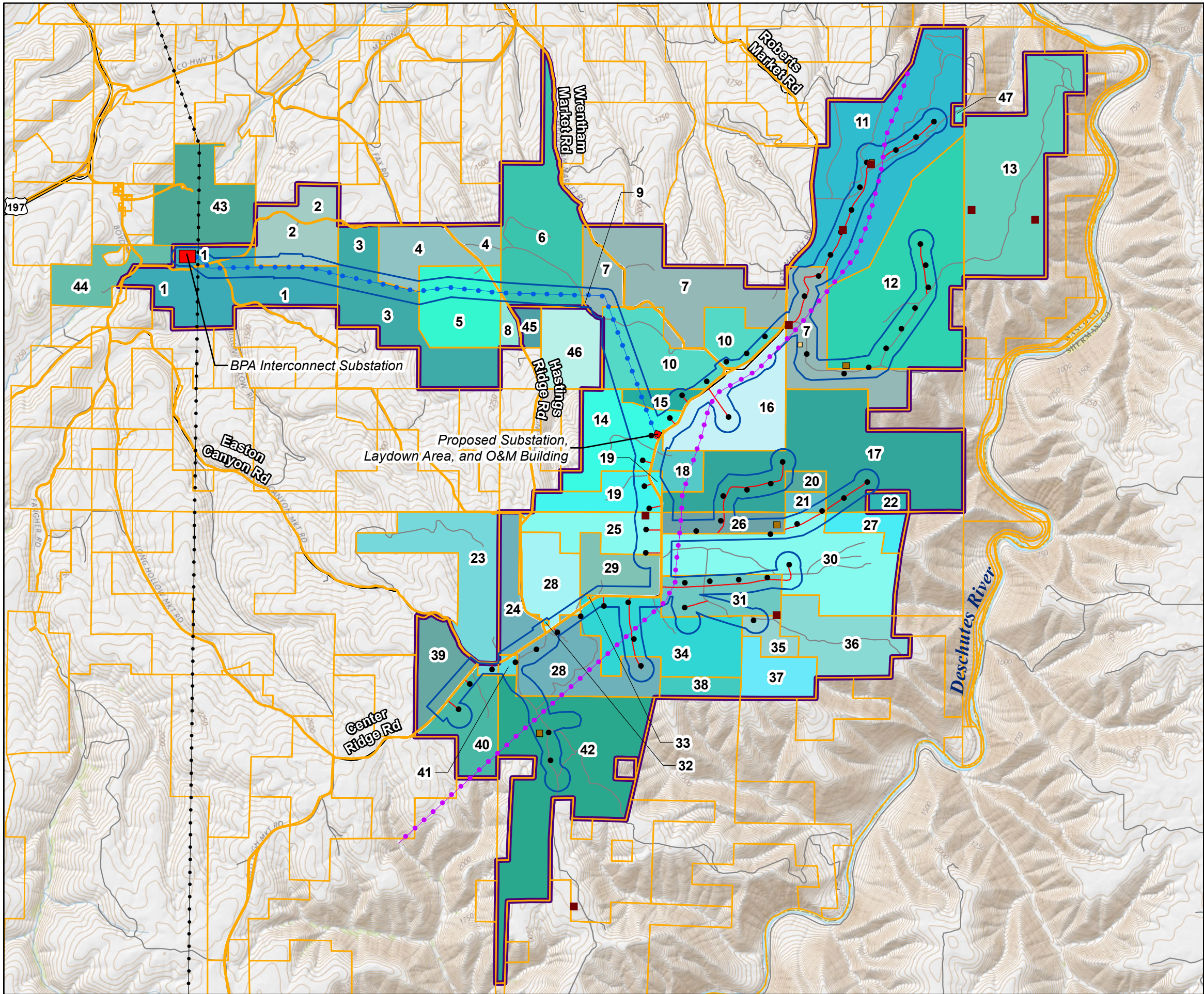
This letter does not constitute a commitment of any kind. Please note that any arrangement for the Project Letter of Credit is a matter solely between Pattern and the Bank, and we assume no liability to third parties or you if, for any reason, we decide not to issue the Project Letter of Credit.

If you have questions, do not hesitate to call me at 213-236-5065.

Sincerely,

**Jeffrey Fesenmaier**  
**Managing Director**





## Summit Ridge Wind

### Tax Lot Ownership

**Legend**

- Site Boundary
- Lease Boundary
- Proposed Turbine Location
- Wasco County Tax Lot
- Tax Lot within 500-ft of Site Boundary
- Proposed Substation/O&M Facility
- Proposed Batch Plant Location
- Proposed Laydown Area
- Meteorological Tower
- Proposed Gen-Tie Transmission Route
- Bonneville 500 kV Line
- Bonneville 230 kV Line
- Project Road
- Wasco County Road
- Other Road

0 1 2  
Miles

Project Location

Summit Ridge

**Data Sources:**  
SRWH MIPA – EXHIBIT C  
Wasco County Online Interactive  
map: [http://co.wasco.or.us/county/dept\\_works\\_gis.cfm](http://co.wasco.or.us/county/dept_works_gis.cfm)  
LearningSI, LLC, 2015



## Summit Ridge Wind Farm

Property Ownership for tax lots which are within 500' of the Site Boundary. Tax Lot Data Sources: Linework: Wasco County 02/23/2016; Ownership Information: 10/30/2017.

Map No.	Taxlot	MapTaxlot	ORTaxlot	Acres (Assessor)	Name	Mailing Address	City	State	Zip
1	2900	1S 14E 0 2900	3301.00S14.00E0000--000002900	1,053.2	ADKISSON MERRIL M FAMILY TRUST	1000 VEY WAY #354	THE DALLES	OR	97058
2	2700	1S 14E 0 2700	3301.00S14.00E0000--000002700	560.3	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	OR	97021
3	2600	1S 14E 0 2600	3301.00S14.00E0000--000002600	963.9	ADKISSON MERRIL M FAMILY TRUST	1000 VEY WAY #354	THE DALLES	OR	97058
4	2300	1S 14E 0 2300	3301.00S14.00E0000--000002300	552.1	CLAUSEN CARLETON & PAMELA R	1816 LIBERTY WAY	THE DALLES	OR	97058
5	3900	1S 14E 0 3900	3301.00S14.00E0000--000003900	626.5	CLAUSEN CARLETON & PAMELA	1816 LIBERTY WAY	THE DALLES	OR	97058
6	1400	1S 15E 0 1400	3301.00S15.00E0000--000001400	1,163.3	KORTGE K C	1820 LIBERTY WAY	THE DALLES	OR	97058
7	2000	1S 15E 0 2000	3301.00S15.00E0000--000002000	1,987.3	KORTGE RANCHES LLC	5215 EMERSON LOOP RD	THE DALLES	OR	97058
8	2100	1S 15E 0 2100	3301.00S15.00E0000--000002100	70.4	CLAUSEN CARLETON & PAMELA	1816 LIBERTY WAY	THE DALLES	OR	97058
9	2500	1S 15E 0 2500	3301.00S15.00E0000--000002500	1.9	KELLY DAWN A RLT	560 NINA LN	HOOD RIVER	OR	97301
10	2601	1S 15E 0 2601	3301.00S15.00E0000--000002601	963.8	CLAUSEN CARLETON & PAMELA R	1816 LIBERTY WAY	THE DALLES	OR	97058
11	100	1S 15E 0 100	3301.00S15.00E0000--000000100	2,076.6	KORTGE BROTHERS LLC	5663 MILL CREEK RD	THE DALLES	OR	97058
12	1800	1S 15E 0 1800	3301.00S15.00E0000--000001800	1,962.6	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	OR	97058
13	600	1S 16E 0 600	3301.00S16.00E0000--0000	1,665.3	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	OR	97058
14	3000	1S 15E 0 3000	3301.00S15.00E0000--000003000	652.1	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	OR	97021
15	3100	1S 15E 0 3100	3301.00S15.00E0000--000003100	124.2	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	OR	97021
16	2600	1S 15E 0 2600	3301.00S15.00E0000--000002600	856.9	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	OR	97021
17	3200	1S 15E 0 3200	3301.00S15.00E0000--000003200	2,042.2	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	OR	97021
18	3700	1S 15E 0 3700	3301.00S15.00E0000--000003700	186.8	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	OR	97021
19	3800	1S 15E 0 3800	3301.00S15.00E0000--000003800	368.2	HAMMEL ROBERT	62250 TYGH RIDGE RD	DUFUR	OR	97021
20	3600	1S 15E 0 3600	3301.00S15.00E0000--000003600	80.5	CLAUSEN JOHN F	83417 DUFUR VALLEY RD	DUFUR	OR	97021
21	3500	1S 15E 0 3500	3301.00S15.00E0000--000003500	80.5	HAMMEL ROBERT	62250 TYGH RIDGE RD	DUFUR	OR	97021
22	3400	1S 15E 0 3400	3301.00S15.00E0000--000003400	80.8	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	OR	97754
23	100	2S 14E 0 100	3302.00S14.00E0000--000000100	919.2	MCMANIGAL JOHN W & MARTHA	63470 CENTER RIDGE RD	DUFUR	OR	97021
24	800	2S 15E 0 800	3302.00S15.00E0000--000000800	1,052.0	CLAUSEN CARLETON & PAMELA R	1816 LIBERTY WAY	THE DALLES	OR	97058
25	400	2S 15E 0 400	3302.00S15.00E0000--000000400	1,810.2	HAMMEL ROBERT	62250 TYGH RIDGE RD	DUFUR	OR	97021
26	500	2S 15E 0 500	3302.00S15.00E0000--000000500	249.4	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	OR	97021
27	200	2S 15E 0 200	3302.00S15.00E0000--000000200	197.5	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	OR	97021
28	700	2S 15E 0 700	3302.00S15.00E0000--000000700	444.0	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	OR	99362
29	600	2S 15E 0 600	3302.00S15.00E0000--000000600	363.1	CLAUSEN CARLETON & PAMELA R	1816 LIBERTY WAY	THE DALLES	OR	97058
30	400	2S 15E 0 400	3302.00S15.00E0000--000000400	1,810.2	HAMMEL ROBERT & NANCY	62250 TYGH RIDGE RD	DUFUR	OR	97021
31	300	2S 15E 0 300	3302.00S15.00E0000--000000300	473.5	R N RANCHES LLC	PO BOX 1370	KENWOOD	CA	95452
32	1000	2S 15E 0 1000	3302.00S15.00E0000--000001000	2.7	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	OR	99362
33	1100	2S 15E 0 1100	3302.00S15.00E0000--000001100	0.9	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	OR	99362
34	1200	2S 15E 0 1200	3302.00S15.00E0000--000001200	928.7	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	OR	99362
35	1400	2S 15E 0 1400	3302.00S15.00E0000--000001400	150.3	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	OR	99362
36	1500	2S 15E 0 1500	3302.00S15.00E0000--000001500	667.6	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	OR	97058
37	1300	2S 15E 0 1300	3302.00S15.00E0000--000001300	336.3	HAMMEL ROBERT	62250 TYGH RIDGE RD	DUFUR	OR	97021
38	2000	2S 15E 0 2000	3302.00S15.00E0000--000002000	159.2	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	WA	99362
39	1700	2S 14E 0 1700	3302.00S14.00E0000--000001700	406.4	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	OR	97021
40	1800	2S 14E 0 1800	3302.00S14.00E0000--000001800	492.1	CLAUSEN CARLETON & PAMELA R	1816 LIBERTY WAY	THE DALLES	OR	97058
41	900	2S 15E 0 900	3302.00S15.00E0000--000000900	34.6	MCMANIGAL JOHN W & MARTHA	63470 CENTER RIDGE RD	DUFUR	OR	97021
42	2200	2S 15E 0 2200	3302.00S15.00E0000--000002200	1,956.2	HAMMEL WILLIAM & BARBARA K	7075 FIFTEEN MILE RD	THE DALLES	OR	97058
43	1900	1S 14E 0 1900	3301.00S14.00E0000--000001900	753.1	BOLTON DANIEL L & MERCEDES	PO BOX 1333	THE DALLES	OR	97058
44	3000	1S 14E 0 3000	3301.00S14.00E0000--000003000	393.0	KAYSER-LIMMEROTH LLC	13382 E 50TH ST	YUMA	AZ	85367
45	2200	1S 15E 0 2200	3301.00S15.00E0000--000002200	90.6	CLAUSEN CARLETON & PAMELA R	1816 LIBERTY WAY	THE DALLES	OR	97058
46	2400	1S 15E 0 2400	3301.00S15.00E0000--000002400	469.8	KELLY KIERAN & RITA LLC	2857 NE HAMBLET ST	PORTLAND	OR	97212-1657
47	1700	1S 15E 0 1700	3301.00S15.00E0000--000001700	23.1	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	OR	97058