



June 16, 2026

Oregon Department of Energy
Energy Siting Division
550 Capital Street NE
Salem, OR 97301

To Whom it May Concern:

As described in the Request for Amendment to Transfer the Site Certificate submitted by Oregon Solar 1, LLC, on May 20, 2026, for the Sunstone Solar Project (Facility), Oregon Solar 1, LLC is the entity that will have all ownership, possession and control over the Facility. Oregon Solar 1, LLC will assume the role of the site certificate holder of the Facility. With this letter, Oregon Solar 1, LLC confirms that it will abide by all the terms and conditions of the Site Certificate, dated November 18, 2024, for the Facility.

Thank you in advance for your consideration of this matter.

Very truly yours,

Signed by:

Brandon Oyer

0530F0000002146...

Brandon Oyer
Authorized Signatory
Oregon Solar 1, LLC

Signed by:

Brandon Oyer

052CF50822062445...

Brandon Oyer
Authorized Signatory
Amazon Energy, LLC



**Request for Transfer of the Site Certificate
for the Sunstone Solar Project
(Request for Amendment)**

Prepared by

Oregon Solar 1, LLC

May 2026

Revised June 2026

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ACRONYMS AND ABBREVIATIONS

Applicant	Oregon Solar 1, LLC
ADS	Amazon Data Services, Inc.
Amazon	Amazon.com, Inc.
Amazon Energy	Amazon Energy, LLC
AWS	Amazon Web Services, Inc.
Council	Oregon Energy Facility Siting Council
EPO	Energy Portfolio Operations
Facility	Sunstone Solar Project
GW	gigawatt
MW	megawatt
OAR	Oregon Administrative Rules
ODOE	Oregon Department of Energy
ODEQ	Oregon Department of Environmental Quality
Pine Gate	Pine Gate Renewables, LLC
PPA	Power Purchase Agreement
RFA	Request for Amendment
RFP	Request for Proposal
Sunstone Solar	Sunstone Solar, LLC
VESDA	Very Early Smoke Detection Apparatus

1.0 Introduction

1.1 Request

Oregon Solar 1, LLC (Applicant), owned by Amazon Energy, LLC (Amazon Energy), a wholly-owned subsidiary of Amazon.com, Inc., (Parent Company or Amazon) submits this Request for Amendment to Transfer the Site Certificate, dated November 18, 2024 (Site Certificate), for the Sunstone Solar Project (Facility), from Sunstone Solar, LLC (Sunstone Solar), a subsidiary of Pine Gate Renewables, LLC (Pine Gate), to the Applicant. The Site Certificate approved the construction and operation of a 1,200-megawatt (MW) solar photovoltaic power generation facility, including up to 7,200 MW-hours of battery storage capacity, and related or supporting facilities in north-central Morrow County, Oregon. Applicant acquired the Facility through Pine Gate's Chapter 11 bankruptcy proceedings and closed on the acquisition on February 27, 2026. The Applicant's acquisition of the Facility triggers a Site Certificate amendment under Oregon Administrative Rules (OAR) 345-027-0353. This Request for Amendment (RFA) seeks only to transfer the Site Certificate; no other changes to the Site Certificate are proposed.

1.2 Project Summary and Procedural History

The Site Certificate approves the construction and operation of the Facility on up to approximately 9,442 acres (14.8 sq. miles) of private, Exclusive Farm Use-zoned land, located within a site boundary of 10,960 acres. The Site Certificate requires the start of construction by November 18, 2027, per Condition GEN-GS-02(a). On October 31, 2025, Sunstone Solar filed a request for amendment with the Oregon Energy Facility Siting Council (Council), seeking to divide the Facility. On November 19, 2025, Sunstone Solar requested to withdraw the request for amendment. On February 4, 2026, pursuant to OAR 345-027-0400(2), Sunstone Solar sent the Oregon Department of Energy (ODOE) notice of pending transfer that it was under contract to sell the Facility to Applicant. This RFA follows pursuant to OAR 345-027-0400.

2.0 OAR 345-027-0400 - Request for Amendment to Transfer Ownership, Possession or Control of the Facility or the Certificate Holder

(1) For the purpose of this rule:

(a) A request for amendment to a site certificate to transfer the site certificate is required for a transaction that results in a change in the ownership, possession or control of the facility or the certificate holder.

The Applicant submits this request to transfer ownership of the Facility and the Site Certificate from Sunstone Solar to the Applicant. The Applicant will be the "new owner" within the meaning of OAR 345-027-0400(1)(b).

(b) “New owner” means the person or entity that will gain ownership, possession or control of the facility or the certificate holder.

The Applicant will be the “new owner” and will have all ownership, possession and control over the Facility. The Applicant will assume the role of site certificate holder and owner for the Facility and will maintain overall responsibility for compliance with the Site Certificate and applicable Council Standards. The change in certificate holder necessitates an amendment to the existing Site Certificate.

(2) When the certificate holder has knowledge that a transaction that requires a transfer of the site certificate as described in section (1)(a) of this rule is or may be pending, the certificate holder must notify the Department. In the notice, the certificate holder must include the name and contact information of the new owner, and the date of the transfer of ownership. If possible, the certificate holder must notify the Department at least 60 days before the date of the transfer of ownership.

Sunstone Solar notified ODOE of the pending transfer of the Facility to the Applicant on February 4, 2026. The notice included the name and contact information of the new owner and identified an anticipated transfer date of February 13, 2026, or shortly thereafter. The Applicant closed on the acquisition of the Facility from Sunstone Solar on February 27, 2026.

(3) A transaction that would require a transfer of the site certificate as described in subsection (1)(a) of this rule does not terminate the transferor’s duties and obligations under the site certificate until the Council approves a request for amendment to transfer the site certificate and issues an amended site certificate. The new owner may not construct or operate the facility until an amended site certificate as described in section (10) of this rule or a temporary amended site certificate as described in section (11) of this rule becomes effective.

Acknowledged.

(4) To request an amendment to transfer the site certificate, the new owner must submit a written request to the Department that includes the information described in OAR 345-022-0010 and OAR 345-022-0050, a certification that the new owner agrees to abide by all terms and conditions of the site certificate currently in effect and, if known, the expected date of the transaction. If applicable, the new owner must include in the request the information described in 345-024-0500(4)(b)(O)(iv).

This RFA meets the requirements of OAR 345-027-0400(4). The Applicant certifies that it will abide by all terms and conditions of the Site Certificate.

2.1 OAR 345-022-0010 - Organizational Expertise

(1) To issue a site certificate, the Council must find that the applicant has the organizational expertise to construct, operate and retire the proposed facility in compliance with Council standards and conditions of the site certificate. To conclude that the applicant has this expertise, the Council must find that the applicant has demonstrated the ability to design, construct and operate the proposed facility in

compliance with site certificate conditions and in a manner that protects public health and safety and has demonstrated the ability to restore the site to a useful, non-hazardous condition. The Council may consider the applicant's experience, the applicant's access to technical expertise and the applicant's past performance in constructing, operating and retiring other facilities, including, but not limited to, the number and severity of regulatory citations issued to the applicant.

The Applicant is owned by Amazon Energy, a wholly owned subsidiary of Amazon. The Applicant will also rely on the organizational expertise of Amazon Energy and the Amazon affiliates, including Amazon Web Services, Inc. (AWS), and Amazon Data Services, Inc. (ADS), each of which is a subsidiary or indirect subsidiary of Amazon.com, Inc. Amazon Energy, AWS, ADS, and Amazon are all referred to generally for the purpose of this application as "Amazon." AWS is a leading provider of cloud-based technology that designs, builds, and operates data centers and related energy infrastructure worldwide, including in Oregon. ADS provides professional and technical support services to AWS. Amazon Energy is an in-house wholesale energy and transmission services provider focused on supplying power to Amazon's data centers and related energy infrastructure. The Applicant will be funded and staffed by Amazon through these companies. The Applicant, with the backing of Amazon, will have overall responsibility for the construction, operation, and retirement of the Facility, and for compliance with the Site Certificate and applicable Council standards.

The following sections and enclosed attachments provide the evidence upon which the Council may rely to find that the Applicant can (1) design, construct and operate the Facility in compliance with the Site Certificate in a manner that protects public health and safety, and (2) restore the site to a useful, non-hazardous condition. This organizational expertise will provide the Applicant with the ability to construct, operate and retire the Facility in compliance with Council standards and conditions of the site certificate.

(2) The Council may base its findings under section (1) on a rebuttable presumption that an applicant has organizational, managerial and technical expertise, 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.

Not applicable.

(3) If the applicant does not itself obtain a state or local government permit or approval for which the Council would ordinarily determine compliance but instead relies on a permit or approval issued to a third party, the Council, to issue a site certificate, must find that the third party has, or has a reasonable likelihood of obtaining, the necessary permit or approval, and that the applicant has, or has a reasonable likelihood of entering into, a contractual or other arrangement with the third party for access to the resource or service secured by that permit or approval.

The Applicant is requesting Council approval for transfer of ownership. No third party permits or approvals are required in connection with this RFA.

(4) If the applicant relies on a permit or approval issued to a third party and the third party does not have the necessary permit or approval at the time the Council issues the site certificate, the Council may issue the site certificate subject to the condition that the certificate holder shall not commence construction or operation as appropriate until the third party has obtained the necessary permit or approval and the applicant has a contract or other arrangement for access to the resource or service secured by that permit or approval.

The Applicant is requesting Council approval for transfer of ownership. No third party permits or approvals are required in connection with this RFA.

(5) To assist the Council in determining whether the standard outlined in (1) through (4) has been met, the Applicant must submit:

(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;

The contact information for the Applicant is provided below.

Name and Address of Applicant:

Oregon Solar 1, LLC
Attention: Whitney Johnson
410 Terry Avenue North
Seattle, WA 98109

Applicant Contact Information:

Amazon Energy, LLC
Attention: Whitney Johnson
410 Terry Avenue North
Seattle, WA 98109
Email: whitkjo@amazon.com

Parent Company:

Amazon.com, Inc.
Attention: Amazon Energy, LLC; General Counsel (AWS Energy)
410 Terry Avenue North
Seattle, WA 98109
Email: contracts-energylegal@amazon.com; amazon-renewables-notices@amazon.com

(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;

Other people participating include:

Contact persons other than Applicant:

Adam Schumaker
Gallatin Power Partners, LLC
270 W. Kagy Blvd., Suite E
Bozeman, MT 59715
Email: adam@gallatinpower.com

Elaine Albrich
Davis Wright Tremaine LLP
560 SW 10th Ave, Suite 700
Portland, OR 97205
Email: elainealbrich@dwt.com

Carrie Konkol
Tetra Tech
1750 S. Harbor Way, Suite 400
Portland, OR 97201
Email: carrie.konkol@tetrattech.com

(C) If the applicant is a corporation:

(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 incorporation;

(iii) A copy of its articles of incorporation and its authorization for submitting the application; and

(iv) In the case of a corporation not incorporated in Oregon, the name and address of the resident attorney-in-fact in this state and proof of registration to do business in Oregon;

Not applicable.

(D) If the applicant is a wholly owned subsidiary of a company, corporation or other business entity, in addition to the information required by paragraph (C), the full name and business address of each of the applicant's full or partial owners;

The Applicant is owned by Amazon Energy, LLC, which is a wholly-owned subsidiary of Amazon.com, Inc. The business address of Amazon Energy, LLC and Amazon.com, Inc. is 410 Terry Avenue North, Seattle, WA 98109.

(E) If the applicant is an association of citizens, a joint venture or a partnership:

(i) The full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the application;

(ii) The name, business address and telephone number of each person participating in the association, joint venture or partnership and the percentage interest held by each;

(iii) Proof of registration to do business in Oregon;

(iv) A copy of its articles of association, joint venture agreement or partnership agreement and a list of its members and their cities of residence; and

(v) If there are no articles of association, joint venture agreement or partnership agreement, the applicant must state that fact over the signature of each member;

Not applicable.

(F) If the applicant is a public or governmental entity:

(i) The full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the application; and

(ii) Written authorization from the entity's governing body to submit an application;

Not applicable.

(G) If the applicant is an individual, the individual's mailing address, email address and telephone number; and

Not applicable.

(H) If the applicant is a limited liability company:

(i) The full name, official designation, mailing address, email address and telephone number of the officer responsible for submitting the application;

The Applicant is a limited liability company. The contact information for the officer responsible for submitting this RFA is below.

Applicant:

Brandon Oyer, Head of Energy & Water for the Americas at Amazon Web Services, Inc.
401 Terry Avenue
Seattle, WA 98109
Email: oyerb@amazon.com
Phone: 206-550-1086

(ii) The date and place of its formation;

The Applicant was formed with the Secretary of State of Delaware on December 29, 2025.

(iii) A copy of its articles of organization and its authorization for submitting the application; and

A copy of the Applicant's Articles of Organization is included in Attachment A. A copy of the Applicant's registration to do business in the State of Oregon is included in Attachment B.

(iv) In the case of a limited liability company not registered in Oregon, the name and address of the resident attorney-in-fact in this state and proof of registration to do business in Oregon.

The Applicant is registered to do business in the State of Oregon, therefore, information for the resident attorney-in-fact is not required.

(b) Information about the organizational expertise of the applicant to construct and operate the proposed facility, including:

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

The Applicant, through Amazon, has substantial experience in the development, construction, and operation of large-scale infrastructure and energy generation facilities, both globally and in the United States, including in Oregon. Amazon has designed, constructed, and operated data centers globally for over 15 years. AWS data centers operate across 39 geographic regions, with 123 Availability Zones worldwide. In 2025 alone, Amazon invested approximately \$131 billion in capital expenditures, predominantly for the design and construction of data center infrastructure, making it one of the largest infrastructure construction programs in the world.

Amazon will provide overall project oversight, procurement leadership, technical review, energy market expertise, and infrastructure delivery management for the Facility. Amazon will lead and manage the procurement and evaluation process for engineering, procurement, and construction (EPC) contractors and major equipment suppliers. Amazon's internal infrastructure, procurement, and engineering personnel will oversee final project design development, major equipment selection, interconnection coordination, transmission coordination, schedule management, and compliance oversight. Amazon will select and manage a Tier 1 EPC through a competitive RFP process to manage detailed engineering and final design work.

Gallatin Power will continue to support project development activities, including development coordination, permitting support, land and real estate coordination, stakeholder coordination, interconnection and transmission support, and overall project development advisory services. Gallatin Power personnel will also support coordination between Amazon, consultants, contractors, and regulatory agencies during final project development and design activities.

Each data center facility that Amazon builds includes extensive on-site backup power generation systems that Amazon designs, procures, constructs, commissions, and operates. These systems are capable of supplying the full electrical load of each facility for extended durations and consist of on-site diesel generators, hydrotreated vegetable oil generators, and battery energy storage systems. The design, construction, commissioning, testing, and ongoing operation of these power generation systems requires engineering and operational expertise directly comparable to utility-scale energy infrastructure, including:

- Electrical engineering and power systems design;
- High-voltage switchgear, transformers, and protection systems;
- Battery energy storage system integration;
- Systems commissioning and acceptance testing;
- Ongoing operational reliability management; and
- Environmental compliance and permitting.

The on-site power generation capacity that Amazon routinely constructs as part of its data center facilities is comparable to the generating capacity of the Facility, yet significantly more complex to design, build, and operate.

Amazon has directly installed and currently operates hundreds of on-site solar energy systems on the rooftops and grounds of its facilities. Amazon has built approximately 270 solar arrays on its fulfillment centers, Whole Foods Market stores, data centers, and other Amazon-operated buildings across the United States and globally. Amazon currently operates approximately 237 MW of on-site solar across the United States. These are solar facilities that Amazon owns and operates on its own properties—not third-party offtake arrangements—and their construction and operation required:

- Site assessment and system design;
- Regulatory permitting and utility interconnection agreements;
- Construction management and contractor oversight;
- Electrical systems integration with existing facility infrastructure;
- Commissioning, testing, and performance verification; and
- Ongoing operations, maintenance, and performance monitoring.

This is direct, hands-on experience constructing and operating solar photovoltaic systems at scale.

In addition to this direct construction experience, Amazon’s broader energy portfolio provides further evidence of organizational expertise in solar energy and battery storage at utility scale:

- Amazon is the world's largest corporate purchaser of renewable energy for the fifth consecutive year, with more than 700 carbon-free energy projects across 28 countries, totaling over 40 gigawatts (GW) of capacity—enough to power more than 12.1 million US homes.
- Amazon’s portfolio includes more than 300 utility-scale solar and wind farms and over 300 on-site solar projects globally.
- Amazon has enabled solar projects at comparable or greater scale to the Facility, including a 577-MW solar facility in Ohio (operational December 2024) and a 600-MW solar + 600-MW battery storage project in Nevada (announced May 2026).
- Amazon’s Energy Portfolio Operations (EPO) team manages more than 350 Power Purchase Agreements (PPAs) across 25 countries with over 38 GW of contracted capacity, including direct coordination with counterparties on development, construction, and operations matters.

In Oregon specifically, Amazon has been designing, constructing, and operating data center facilities since 2010, investing \$37 billion in the state and supporting an estimated 11,000 full-time equivalent jobs at local businesses annually. In 2025, AWS contributed \$71.3 million in property taxes and fees across Morrow and Umatilla counties. As part of its Climate Pledge commitment, Amazon has committed to purchasing more than 200,000 MW-hours of carbon-free power from a wind farm in Gilliam County, Oregon.

Amazon Energy is also an active participant in wholesale energy markets, particularly in the Bonneville Power Administration balancing area, where it procures and manages generation and transmission services.

This combination of direct infrastructure development, construction and management experience, plus robust energy market participation, demonstrates that the Applicant has the organizational expertise and capability to support the construction, operation, and retirement of the Facility in compliance with the Site Certificate. Please see Attachment C for the Applicant and Parent Company Commitment Letter.

Amazon will oversee construction execution through its internal infrastructure delivery, procurement, construction management, legal, finance, and energy teams. Amazon personnel will manage contractor procurement, commercial negotiations, quality oversight, schedule management, and overall project execution. As described above, Amazon’s internal teams have substantial experience managing large-scale infrastructure construction projects globally, including data centers and associated energy infrastructure.

Gallatin Power will support pre-construction coordination activities, including development support, coordination with local stakeholders and landowners, permitting support, utility and transmission coordination, and construction interface management.

The Applicant will also engage a Tier 1 EPC contractor, which is consistent with standard industry practice for utility-scale energy projects and does not replace the Amazon's own organizational expertise to successfully deliver complex infrastructure projects in compliance with applicable regulatory requirements.

Amazon's internal expertise, combined with the experience of Gallatin Power for development services leading up to construction, and the specialized expertise of qualified contractors and consultants, demonstrates that the Applicant possesses the organizational expertise necessary to design, construct, operate, and retire the Facility in compliance with the Site Certificate and applicable Council standards.

(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;

The Applicant will rely on both experienced internal and external personnel to construct and operate the Facility. Internal personnel and Amazon's development partner Gallatin Power, have expertise in the following:

- Energy project development and execution;
- Transmission and interconnection processes;
- Real estate, title, and due diligence;
- Equipment procurement and solicitations;
- Power procurement and wholesale market participation; and
- Construction management of large-scale infrastructure projects.

2.1.1 Amazon Personnel

Project Lead

Whitney Johnson is a Sr. Energy Procurement Manager at Amazon, where she leads energy procurement and solar project development for AWS data centers across the U.S. West, Latin America, and Canada regions. Whitney currently leads the Sunstone Solar project—a 1.2-GW solar facility in Oregon acquired by Amazon. With over 10 years of experience in renewable energy development and procurement, Whitney brings expertise across the full solar project lifecycle including early-stage development through permitting, interconnection, and commercial operations. Prior to joining Amazon, Whitney worked at Walmart leading 1 GW of annual renewable procurement, LevelTen Energy advising on over 4 GW in Virtual Power Purchase Agreements and M&A transactions, and with Geronimo Energy and Forefront Power leading a development pipeline of 1 GW of utility-scale solar and 400 MW of distributed generation pipeline. Whitney holds a Master of Science in Sustainable Systems from the University of Michigan.

Technical & Infrastructure

Mrudul Thakar is a Senior Technical Program Manager at AWS, where he owns Availability Zone AZ4—managing multiple data centers end-to-end from planning through delivery to meet critical cloud infrastructure capacity demands. In this role, Mrudul drives cross-functional coordination across design, construction, and commissioning to accelerate delivery timelines and ensure on-time capacity availability. Since joining Amazon in 2020, Mrudul has spearheaded zero-emission vehicle initiative targeting a 50 percent carbon reduction by 2030, developed long-term energy infrastructure roadmaps, and led strategic capacity expansion planning across Amazon's logistics and cloud infrastructure. Mrudul brings over 20 years of experience in infrastructure strategy, modular construction, and large-scale program management across global capital projects.

Thyago de Moura Jorge is a Senior Energy Strategy Manager at Amazon Web Services, where he leads energy strategy, business development, and renewable energy initiatives supporting AWS's infrastructure growth. With over 15 years of experience in energy infrastructure and project development, Thyago brings deep expertise across the full energy project lifecycle—from early-stage development, power market assessments, and due diligence through permitting, interconnection, construction, and energization. He specializes in structuring and negotiating complex Energy Supply Agreements, PPAs, and interconnection agreements, ensuring bankability and compliance across diverse regulatory environments. His career spans leadership roles at Sterlite Power—where he led business development strategy, secured winning bids for large-scale energy infrastructure, and delivered transmission projects through full engineering, procurement, and construction (EPC) execution—and Toshiba South America, where he managed large energy projects including FACTS and high-voltage substations. Thyago holds an International MBA from FIA (Fundação Instituto de Administração), a Master's in Power Systems from the University of Campinas (UNICAMP), and a Bachelor's in Electrical Engineering from UTFPR/INSA-Lyon (France).

Ajith Poduval is a Senior Electrical Design Engineer, HV/MV, at AWS Datacenter Engineering, where he oversees the design and delivery of high-voltage and medium-voltage electrical infrastructure powering multi-gigawatt data center campuses for cloud computing and AI. Ajith manages over 10 HV/MV substation design projects and supports more than 70 data center buildings, driving EPC proposals, utility coordination, and first-of-a-kind power delivery solutions—including mega campuses co-located with nuclear and other generation sources. Prior to joining AWS in 2021, he spent nearly a decade at Black & Veatch and Mott MacDonald delivering 50+ EHV/HV substation projects for renewable energy developers, including wind and utility-scale solar facilities. With over 15 years of experience across 200+ power projects and 100+ data center projects, Ajith brings deep expertise in power systems design, protection and controls, and large-scale electrical infrastructure delivery.

Jay Kasturi is a Senior Manager at AWS Datacenter Infrastructure, leading the substation engineering team responsible for designing and delivering high-voltage and medium-voltage power systems for data centers. His team produces detailed engineering packages covering protection & control, SCADA, telecommunications, and physical electrical design for substations up to 345 kV. Before joining AWS in 2025, Jay ran engineering at K&A Engineering, where he managed substation projects for clients including NYPA, Micron,

Consolidated Edison, Ameren, and multiple renewable energy developers. He delivered digital substations, GIS installations, Battery Energy Storage Systems (BESS) interconnections, and offshore wind FEED designs. At Kiewit, he led substation packages for PacifiCorp, the Trans Mountain Expansion (14 substations across Alberta and British Columbia), and offshore wind projects for Ørsted and Dominion. Jay is a licensed Professional Engineer in Texas, New York, and Puerto Rico, and holds a PMP certification. He earned his Master's in Electrical Engineering (Power & Control Systems) from the University of Houston.

Arpan Bhardwaj is a Senior Category Manager at Amazon Web Services, responsible for strategic sourcing across energy infrastructure categories—including HV Long Lead Equipment (LLE), BESS, and a Natural Gas Project—supporting large-scale data center operations across the Americas. With cross-category exposure spanning the Energy portfolio, Arpan has built end-to-end knowledge of the energy infrastructure landscape powering AWS data centers. He has developed internal solutions for LLE forecasting and monitoring, delivered a Natural Gas procurement project achieving ~\$4M in OpEx savings, and led BESS Requests for Proposal (RFPs)—defining technical scope, negotiating cost reductions, and building a scalable unit pricing model for U.S.-wide deployment. Prior to AWS, Arpan worked at Bharat Petroleum Corporation (India's 2nd largest Oil & Gas Supply Chain) managing multi-million-dollar capital projects across supply chain - building new petroleum terminals, inter-state pipeline infrastructure—including pioneering India's first fully solar-powered oil terminal. Arpan holds an MBA in Supply Chain Management & Finance from Michigan State University and a B.Tech in Electrical & Electronics Engineering.

Sanchit Dhingra is a Manager at Amazon Web Services, leading a team of category managers responsible for energy infrastructure, power generation solutions, long lead equipment, and New Product Introduction supporting large-scale data center operations across the Americas. With 15+ years of global procurement experience across technology, telecom, and energy sectors, he brings a proven track record of delivering large-scale capital projects, building high-performing teams, and driving measurable cost, schedule, and sustainability outcomes. Prior to AWS, he held procurement leadership roles at Rogers Communications, Bharti Airtel, and Reliance Jio, managing multi-million-dollar portfolios across North America, Asia, and Africa—spanning network infrastructure, IT systems, and large-scale construction programs. Sanchit holds an MBA and a Bachelor of Engineering. He is a Certified Professional in Supply Management (CPSM), Lean Six Sigma certified, and a passionate advocate for building resilient, future-ready supply chains in the data center and energy space.

Patrick Leonard is an Energy Strategy Principal at AWS, Patrick scales cloud infrastructure and energy solutions, partnering with global power providers and internal teams to secure over 40GW of renewable, battery storage and nuclear capacity. Patrick creates commercial structures for data center energy supply while accelerating Amazon's path to Net Zero Carbon by 2040.

Finance

Jeff Olden is a Finance Manager at AWS where he provides financial guidance and analysis for energy deal negotiations. He is currently the lead financial analyst for AWS most complicated deals and supports a wide range of technologies and deal types. He has held multiple finance roles with AWS over the past 6+ years, including leading teams that owned full P&L's for

multiple AWS products. Prior to a career in finance, Jeff also worked as an Energy Analyst at an engineering consulting firm. He holds a bachelors in Mechanical Engineering from Oregon State University and a Masters in Business Administration (MBA) from University of Washington.

Real Estate

Rodrigo Senties Ruiz is a Real Estate Development Manager at Amazon Web Services (AWS), where he owns the Pacific Northwest data center real estate expansion strategy. Since joining AWS, Rodrigo has secured over 3.0GW in land acquisitions, managing complex transactions including land purchases and ground leases while orchestrating cross-functional teams across legal, engineering, and construction. With over 10 years of experience in real estate development spanning hospitality, mixed use, multifamily, and most recently data centers across the U.S., Mexico, and the Caribbean, Rodrigo has a proven track record of delivering complex, large-scale capital projects from site selection through construction.

Molly Fritz is a Risk and Due Diligence Manager with over eleven years of experience conducting site-specific technical assessments, tracking critical risks, and driving stakeholder alignment to deliver large-scale technology infrastructure. In her current role, she has successfully led 18+ technical due diligence totaling 3 GW of potential future capacity for data center development. Molly specializes in communicating development and operational cost and schedule risk through disciplined execution and strategic real estate planning. Previously, she managed a \$3M national environmental portfolio and led 40+ compliance and due diligence reviews as a federal contractor.

Legal

Aisling Scott is Corporate Counsel and is an experienced projects counsel currently at Amazon Web Services (AWS), where she advises on renewable and thermal energy offtake arrangements, data center energy supply agreements, and electric service agreements. With over 12 years of legal expertise supporting all aspects of large public and private infrastructure project development and delivery, she brings deep knowledge of complex transactions across Australia, New Zealand, Southeast Asia, and the United States, in both in-house and private practice settings. Her project experience spans renewable energy (wind and solar), BESS, transportation infrastructure (road and rail), social infrastructure (prisons, hospitals, social housing), water infrastructure, minerals processing and mining infrastructure.

Brian Willis is senior in-house counsel with deep experience structuring, drafting, and negotiating complex real estate agreements for large-scale infrastructure. He currently supports AWS's U.S. and LATAM data center portfolio—including ground leases, build-to-suit agreements, purchases, and energy-related transactions. He brings a proven ability to manage high-volume transaction portfolios, develop scalable legal mechanisms, and serve as a strategic advisor to business, real estate, construction, finance, and operations teams.

2.1.2 Gallatin Power, Amazon's Development Partner

Adam Schumaker is the President of Gallatin Power, and has been working in the solar industry since 2007. In 2013, Adam joined sPower, a renewable energy developer and independent power producer (IPP). At sPower, Adam led greenfield development efforts and was responsible for

overseeing a portfolio of 12GW of solar plus storage projects across the U.S. sPower was acquired by AES in 2018, after which Adam began self-funded development of solar plus storage projects in the northeast U.S. In 2020, Adam founded Gallatin Power to focus on large-scale solar plus storage development in the Western U.S. Gallatin has developed over 9GW of solar plus storage projects, including the Sunstone / Oregon Solar 1 project. Adam has a B.A. in Geography from the University of Wisconsin-Madison and a M.S. in Environmental Systems from Humboldt State University (Cal Poly Humboldt).

Kirsten Eliassen is the Chief Development Officer of Gallatin Power and has been working in the renewable energy industry for over a decade. Kirsten began her career at sPower, a renewable energy developer and independent power producer. At sPower, Kirsten managed projects through financing, construction, and operation before transitioning to daily management of the company's 12 GW greenfield development pipeline. In 2020, Kirsten co-founded Gallatin Power to focus on large-scale solar and storage development across the Western U.S. Kirsten holds a B.S. in Civil Engineering from the University of Utah.

Marian Bonar is a Project Manager with Gallatin Power and has eight years of experience in the energy industry and ten years of experience as a Program Manager. Marian has successfully completed large, cross-functional projects across multiple disciplines and stakeholders. Marian is PMP certified and has an MBA from the University of Utah David Eccles School of Business.

The Applicant will supplement its internal personnel through the engagement of Tier 1 third-party contractor, engineers, and consultants with direct experience in utility-scale solar and battery energy storage projects. This approach is consistent with Amazon's standard practice for planning and building complex infrastructure projects. To engage a Tier 1 EPC contractor, the Applicant will conduct a comprehensive and competitive RFP process to support final design, engineering, procurement of balance-of-plant components, and construction of the Facility. This process will be led by Amazon's internal procurement and infrastructure delivery teams, which have extensive experience managing large-scale, mission-critical infrastructure procurements across Amazon's global portfolio, including in Oregon.

Through this structured RFP process, the Applicant will evaluate prospective EPC contractors based on technical capability, relevant project experience, safety performance, financial strength, and ability to meet project schedule and compliance requirements. The Applicant will ensure that a best-in-class EPC contractor is selected to deliver the Facility in accordance with the Site Certificate and applicable regulatory standards.

(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;

The Applicant anticipates retaining one Tier 1 EPC contractor, as well as qualified equipment and Operations and Maintenance (O&M) suppliers, for the construction and operation of the Facility. Final contractor selection has not yet occurred and will be determined through Amazon's structured, competitive procurement process for major infrastructure projects, described below. For projects like the Facility, the Applicant will conduct a comprehensive RFP

process to engage the qualified EPC contractor and other specialized service providers. Amazon will oversee and manage the EPC contractor's design activities through its internal engineering, procurement, and infrastructure delivery teams.

The Tier 1 EPC contractor is expected to:

- Perform detailed engineering, procurement of major equipment and balance-of-plant systems, construction management, commissioning, and startup activities;
- Perform final, detailed engineering and design services for the Facility, including civil, structural, electrical, mechanical, protection and controls, collection system, substation, battery energy storage system, and balance-of-plant engineering;
- Support design optimization, constructability reviews, permitting support, and coordination with equipment suppliers, utilities, and transmission providers;
- Manage and perform overall construction of the Facility, including any outstanding procurement of major equipment and materials, subcontractor management, construction management, quality assurance and quality control, safety management, commissioning, startup, and construction scheduling;
- Support Facility operations and maintenance activities following commercial operation. Operational responsibilities may include preventive maintenance, corrective maintenance, monitoring, reporting, equipment testing, spare parts management, warranty administration, and compliance support;
- Support Facility retirement activities, including equipment removal, recycling, disposal, site grading, revegetation, reclamation, and restoration of the site to a useful, non-hazardous condition consistent with the Site Certificate and applicable Council standards.

The EPC contractor will be responsible for delivering the Facility in accordance with contractual performance requirements, applicable laws, and Site Certificate conditions, subject to oversight by the Applicant and Amazon. This process is led by Amazon's internal procurement and infrastructure delivery teams, which have extensive experience managing large-scale, mission-critical infrastructure procurements across Amazon's AMER portfolio—including in Oregon.

2.1.3 Key Characteristics

- Structured RFP process—formal solicitation of proposals from qualified contractors
- Multi-criteria evaluation—contractors evaluated on technical capability, relevant project experience, safety performance, financial strength, and schedule/compliance capability
- Tier 1 contractor focus—Amazon targets best-in-class EPC contractors with demonstrated utility-scale energy infrastructure experience
- Consistency with established practices—mirrors Amazon's standard approach for delivering large-scale infrastructure projects globally

2.1.4 Vendor Evaluation Criteria

Amazon evaluates prospective EPC contractors and major vendors based on the following criteria:

Criterion	Description
Technical Capability	Demonstrated engineering and construction expertise for the relevant project type
Project Experience	Track record of successfully completing similar facilities (utility-scale solar, BESS, etc.)
Safety Performance	Safety record and safety management programs
Financial Strength	Ability to financially support the project through completion
Schedule Performance	Ability to meet project timelines and milestone commitments
Compliance Capability	Ability to comply with regulatory standards and site certificate conditions

Supply Chain Standards

Amazon maintains published Supply Chain Standards that apply to all suppliers of goods and services. These standards are publicly available and cover:

- Ethical business conduct—suppliers must comply with all applicable laws and Amazon's Supplier Code of Conduct
- Health and safety—suppliers must provide safe and healthy work environments, implement safety training, and manage/track occupational injuries
- Environmental compliance—suppliers are expected to meet Amazon's environmental standards and support sustainability commitments
- Worker protections—standards covering fair wages, appropriate working hours, non-discrimination, and prohibition of child/forced labor
- Continuous improvement—Amazon partners with suppliers to drive continuous improvement and conducts assessments to verify compliance

Contractor Prequalification

Amazon utilizes third-party prequalification services for contractor and supplier management. Amazon North America has partnered with Avetta—a contractor and supplier prequalification and compliance management service—to ensure safe and sustainable practices across its contractor base.

2.2 Prequalification Evaluates

- Safety management systems
- Insurance and bonding capacity
- Relevant certifications and licenses
- Past performance and references
- Environmental management practices

Responsible Sourcing and Sustainability

Amazon integrates sustainability and responsible sourcing into its procurement decisions:

- Amazon's Supply Chain Standards guide responsible sourcing of materials and services across all business lines
- Amazon evaluates suppliers on economic, social, and environmental impact
- Climate Pledge alignment—procurement decisions support Amazon's commitment to net-zero carbon by 2040
- Amazon has released proprietary decarbonization resources publicly to accelerate supply chain sustainability across industries

Post-Selection Oversight and Compliance

Once contractors are selected, Amazon maintains ongoing oversight consistent with Site Certificate conditions:

- Pre-construction notification (PRE-OE-01)—the Applicant will notify ODOE of the identity and qualifications of major design, engineering, and construction contractors prior to construction
- Change reporting—any changes to major contractors will be reported to the Department
- Operational oversight (PRO-OE-01)—prior to operation, the Applicant will provide qualifications and contact information of individuals responsible for monitoring facility operations
- Performance monitoring—Amazon's EPO team and internal infrastructure delivery teams provide ongoing performance oversight throughout the project lifecycle

Equipment Procurement Approach

For major equipment (solar panels, inverters, battery energy storage systems, transformers, etc.), Amazon's procurement approach in the AMER region includes:

Category	Approach
Tier 1 Equipment	Selection of industry-leading manufacturers with demonstrated quality and reliability track records
Competitive Sourcing	Multiple qualified vendors evaluated for major equipment categories
Risk Management	Diversification of supply sources and assessment of vendor financial stability and delivery capability
Quality Assurance	Specifications and acceptance criteria established for all major equipment, with inspection and testing protocols
Warranty & Support	Evaluation of vendor warranty terms, spare parts availability, and long-term service support capabilities

2.3 AMER-Specific Procurement Experience

Amazon's procurement teams in the Americas have direct experience procuring and managing contractors for:

Domain	AMER Experience
Data Centers	Across Oregon, Ohio, Virginia, Mississippi, California, Indiana, Nevada; AWS operates 9 North American regions
On-Site Solar	237 MW across U.S. fulfillment centers, data centers, and retail locations—contractor selection for design, installation, and interconnection
Utility-Scale Energy	Coordinating with developers and EPC contractors on projects including 23 solar/wind projects in the U.S
Grid Infrastructure	Grid enhancement initiatives in Oregon; manages interconnection processes across multiple utility territories
Fulfillment/Logistics	multiple fulfillment/sortation centers and delivery stations across U.S., each requiring construction procurement

This AMER-specific experience means the Applicant's procurement teams are familiar with U.S. construction labor markets, state and local permitting requirements (including Oregon-specific processes), NERC/WECC reliability standards, utility interconnection procedures, and federal, state, and local environmental compliance requirements.

(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;

The Applicant, through Amazon, has an extensive record of developing and operating large-scale infrastructure projects in compliance with applicable regulatory requirements. Amazon maintains robust internal compliance, safety, and environmental management programs across its operations, including in Oregon. The Applicant's experience managing complex infrastructure projects in regulated environments demonstrates a strong commitment to compliance, safety, and environmental stewardship.

The Applicant acknowledges that ADS, in operating its data center campuses, received an Oregon Department of Environmental Quality (ODEQ) civil assessment and penalty order related to violations of environmental permit requirements. See Case No. WQ-I-ER-2024-103. ADS did not challenge the civil assessment and implemented actions to prevent reoccurrence.

In April 2024, ODEQ cited ADS' PDX-80 Facility for an enforcement violation (2024-PEN-9363) of its ODEQ issued General Industrial Water Pollution Control Facilities 2501 Permit (WPCF 2501 Permit). The violation resulted from the construction of a new industrial wastewater pond before obtaining ODEQ design approval. ADS subsequently submitted design plans to ODEQ, which it approved on July 30, 2024. The penalty for 2024-PEN-9363 was assessed under case WQ-I-ER-2024-103.

In August and September 2024, under case WQ-I-ER-2024-103, ADS did not properly monitor wastewater generated by the PDX-80 Facility under its WPCF 2501 Permit. In response, ADS updated its Standard Operating Procedures related to industrial water reuse under the WPCF 2501 Permit. ADS also developed additional materials to better communicate permit requirements to operational staff and Regional Environmental Engineers. Additionally, ADS established a specialized operations team for Amazon's PDX campuses to prevent missed sampling events and similar compliance issues.

In 2023, under case WQ-I-ER-2024-103, ODEQ issued ADS' PDX109 facility a Class I violation of its DEQ Standard Air Contaminant Discharge Permit (Permit No. 25-0062-ST-01). The violation was for the operation of one 90 kW (121 hp) diesel-fired emergency fire pump engine that exceeded the 50-hour non-emergency operation for calendar year 2023 by 5.6 hours, resulting in a total of 55.6 hours of non-emergency operation.

The violation occurred during construction activities at PDX112, when a construction team was tying into a fire suppression system. The work triggered a fire alarm and supervisory alarm due to a Very Early Smoke Detection Apparatus (VESDA) fault and an indication of water tank pressure loss. While the underlying issues were resolved on December 14, 2023, the diesel-fired emergency fire pump engine was inadvertently left running and was not shut off until December 15, 2023.

In response, ADS implemented the following corrective actions to prevent recurrence:

- Defining the roles and expectations for operational personnel for shared campus assets (such as Fire Pumps);
- Improving audio and visual indicators for Fire Pumps;

- Fixing the backlog of VEDSA faults by lowering VESDA sensitivity and ensuring an appropriate number of parts are held onsite;
- Increasing the frequency of VESDA cleaning and inspections for PDX109 Campus;
- Retrofitting communications and indicators relating to Fire Pumps in builds across PDX; and
- Creating an audio trouble ticket to manually check fire pumps two times per day.

ADS paid the assessed penalty for case number WQ-I-ER-2024-103 on October 15, 2025.

(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;

The Applicant has previous experience, through Amazon, in constructing and operating large-scale data center and energy infrastructure and therefore possesses the experience necessary to construct and operate the Facility.

The Applicant, through Amazon, will oversee operational management, commercial management, energy scheduling coordination, transmission coordination, compliance oversight, and asset management functions associated with the Facility. As noted above, Amazon has substantial experience operating mission-critical infrastructure, including large-scale data centers supported by extensive backup power generation systems and associated electrical infrastructure.

As previously discussed under OAR 345-022(5)(b)(C), the Applicant anticipates utilizing qualified third-party O&M service providers for day-to-day operations and maintenance activities. These service providers may include the EPC contractor or specialized solar and battery storage O&M contractors selected through Amazon's procurement process.

Consistent with Site Certificate condition PRE-OE-01, the Applicant will secure the services of qualified and experienced contractors, engineers, and operators necessary to successfully construct, operate, and retire the Facility in compliance with the Site Certificate and applicable Council standards. Specifically, the Applicant anticipates utilizing qualified third-party O&M service providers for day-to-day operations and maintenance activities. These service providers may include the EPC contractor or specialized solar and battery storage O&M contractors selected through Amazon's competitive procurement process.

The competitive procurement process would engage qualified, Tier 1 engineering, procurement, and construction contractors and other specialized service providers, consistent with Amazon's established practices for delivering large-scale infrastructure projects. Following the selection of qualified contractors, and consistent with Site Certificate condition PRE-OE-01, the Applicant will, prior to construction of the Facility or phase, as applicable, notify the Department of the identify and qualifications of the major design, engineering and construction contractor(s). The Applicant will report to the Department any changes of major contractors. Similarly, consistent

with Site Certificate condition PRO-OE-01, the Applicant will, prior to operation, provide to the Department the qualifications and contact information of the individuals responsible for monitoring facility operations, including individuals or third-party entity responsible for onsite maintenance.

(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; and

Not applicable.

(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.

The Applicant will rely on mitigation to demonstrate compliance with Division 22 pursuant to the Final Order on the Application for Site Certificate for the Sunstone Solar Project issued November 18, 2024 (Final Order) and the Site Certificate and assumes responsibility for implementation of the required mitigation measures.

The Applicant will rely on Amazon’s experience and technical knowledge derived from other projects and its own environmental mitigation programs to support the implementation of required mitigation measures under the Final Order and Site Certificate. Amazon has substantial experience managing and implementing environmental, land use, and operational compliance obligations across large-scale infrastructure projects, including data centers and energy-related developments. Further, Amazon is currently undertaking some of the largest corporate mitigation programs in the world, including mitigation efforts to achieve net-zero carbon by 2040 across its global operations and being “water positive” (i.e. returning more water to communities than is consumed by Amazon’s operations) by 2030¹. These efforts have resulted in Amazon being the largest corporate purchaser of renewable energy in the world for five years in a row and in 2023 and 2024, Amazon was successful in matching all of the electricity consumed by its global operations – including data centers – with 100% renewable energy.² Other Amazon mitigation efforts include being a founding member of Beyond the Megawatt – an initiative by the Clean Energy Buyers Institute to maximize the environmental and social benefits of the clean energy transition and Amazon’s participation in the Just Energy Transition Green Minerals Challenge.³ Amazon has invested substantially in these efforts to build its best-in-class environmental mitigation programs and will apply this mitigation experience to ensure successful implementation of the Facility’s mitigation obligations.

The Applicant will rely on qualified internal personnel and experienced third-party consultants and contractors, including environmental specialists and engineers, to ensure that all mitigation

¹ <https://aws.amazon.com/sustainability/>

² <https://sustainability.aboutamazon.com/climate-solutions/carbon-free-energy>

³ <https://sustainability.aboutamazon.com>

measures are implemented in accordance with the Site Certificate and applicable regulatory requirements. Amazon has retained Tetra Tech, Inc. (Tetra Tech) to continue monitoring and managing the Facility's mitigation and compliance obligations. Tetra Tech developed the mitigation strategies in the original application and will support Amazon in the successful implementation of those strategies. To the extent that specific contractors or consultants are not yet identified, the Applicant will select such parties through established procurement processes designed to ensure appropriate qualifications, experience, and capability.

(c) Information about permits needed for construction and operation of the facility, including:

(A) Identification of all federal, state and local government permits related to the siting of the proposed facility, a legal citation of the statute, rule or ordinance governing each permit, and the name, mailing address, email address and telephone number of the agency or office responsible for each permit;

(B) A description of each permit, the reasons the permit is needed for construction or operation of the facility and the applicant's analysis of whether the permit should or should not be included in and governed by the site certificate;

(C) For any state or local government agency permits, licenses or certificates that are proposed to be included in and governed by the site certificate, evidence to support findings by the Council that construction and operation of the proposed facility will comply with the statutes, rules and standards applicable to the permit. For permits related to wetlands and water rights the applicant may show this evidence in the State and Local Laws and Regulations Exhibit.

(D) For federally-delegated permit applications, evidence that the responsible agency has received a permit application and the estimated date when the responsible agency will complete its review and issue a permit decision;

(E) If the applicant relies on a state or local government permit or approval issued to a third party, identification of any such third-party permit and for each:

(i) Evidence that the applicant has, or has a reasonable likelihood of entering into, a contract or other agreement with the third party for access to the resource or service to be secured by that permit;

(ii) Evidence that the third party has, or has a reasonable likelihood of obtaining, the necessary permit;

(iii) An assessment of the impact of the proposed facility on any permits that a third party has obtained and on which the applicant relies to comply with any applicable Council standard;

(F) If the applicant relies on a federally-delegated permit issued to a third party, identification of any such third-party permit and for each:

(i) Evidence that the applicant has, or has a reasonable likelihood of entering into, a contract or other agreement with the third party for access to the resource or service to be secured by that permit;

(ii) Evidence that the responsible agency has received a permit application;

(iii) The estimated the date when the responsible agency will complete its review and issue a permit decision; and

(G) The applicant's proposed monitoring program, if any, for compliance with permit conditions.

The Applicant is requesting Council approval for transfer of ownership. No federal, state, or local permits or approvals are required in connection with this RFA.

2.4 OAR 345-022-0050 - Retirement and Financial Assurance

To issue a site certificate, the Council must find that:

(1) The site, taking into account mitigation, can be restored adequately to a useful, non-hazardous condition following permanent cessation of construction or operation of the facility.

(2) To assist the Council in determining whether the standard outlined in (1) has been met, the Applicant must submit information about site restoration, providing evidence to support a finding by the Council as required by this rule. The applicant must include:

(a) The estimated useful life of the proposed facility;

(b) Specific actions and tasks to restore the site to a useful, non-hazardous condition;

(c) An estimate, in current dollars, of the total and unit costs of restoring the site to a useful, non-hazardous condition;

(d) A discussion and justification of the methods and assumptions used to estimate site restoration costs; and

(e) For facilities that might produce site contamination by hazardous materials, a proposed monitoring plan, such as periodic environmental site assessment and reporting, or an explanation why a monitoring plan is unnecessary.

The Applicant will be responsible for retirement of the Facility in accordance with the Site Certificate and applicable Council standards. The Applicant is requesting Council approval for transfer of ownership and proposes no changes to the Facility's estimated useful life or actions and tasks that have been identified in the Final Order or Site Certificate to restore the site to a useful, non-hazardous condition with this RFA.

The Applicant, through Amazon, will oversee retirement planning, financial assurance compliance, contractor procurement, and overall retirement execution. Amazon's internal procurement, infrastructure delivery, environmental, legal, and finance teams will manage the retirement process and ensure that all retirement obligations are satisfied.

As previously discussed under OAR 345-022(5)(b)(C), the Applicant anticipates utilizing qualified contractors and environmental service providers to perform decommissioning, removal, recycling, disposal, reclamation, and site restoration activities. Contractors utilized for retirement activities will be selected through procurement processes designed to ensure appropriate technical qualifications, environmental compliance capabilities, financial strength, and safety performance.

Prior to beginning construction of the Facility, the Applicant will provide an updated retirement cost estimate and associated bond or letter of credit in amounts equal to the net cost of the Facility retirement, calculated for final design and in amounts that are approved by ODOE. See Attachment D for an updated retirement cost estimate reflecting the current quarter and Council imposed revisions from the Final Order on the Application for Site Certificate (November 18, 2024, pp. 144-145).

(3) The applicant has a reasonable likelihood of obtaining a bond or letter of credit in a form and amount satisfactory to the Council to restore the site to a useful, non-hazardous condition.

The Applicant, through Amazon, has substantial financial resources, strong liquidity, and demonstrated access to capital markets. Amazon maintains investment-grade credit ratings and has a long-standing track record of successfully financing large-scale infrastructure and energy-related investments worldwide. Based on the financial strength of Amazon and its established relationships with major financial institutions, the Applicant expects to be able to obtain any required bond or letter of credit from qualified sureties or financial institutions on commercially reasonable terms. See Attachment E-2, which is a letter demonstrating that Deutsche Bank AG – New York Branch is interested in issuing financial assurance specifically to Oregon Solar 1, LLC for the full amount of required financial assurance.

(4) To assist the Council in determining whether the standard outlined in (3) has been met, the Applicant must submit information:

(a) 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 section requires the disclosure of information or records protected from public disclosure by any provision of state or federal law. The applicant must 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;

The Applicant has provided an opinion from legal counsel. Please see Attachment F.

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

Prior to beginning construction of the Facility, the Applicant will provide an updated retirement cost estimate and associated bond or letter of credit in amounts equal to the net cost of the Facility retirement, calculated for final design and in amounts that are approved by ODOE. The bond or letter of credit will ensure that adequate funds are available to restore the site to a useful, nonhazardous condition following permanent cessation of Facility construction or operation. The estimated cost to restore the site to a useful, non-hazardous condition per the requirements of OAR 345-022-0050(2) is provided in Attachment D. The bond will be adjusted annually for inflation according to the Gross Domestic Product Implicit Price Deflator Index.

(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.

Please see response to (4)(B) above.

(b) A materials analysis, including:

(A) An inventory of substantial quantities of industrial materials flowing into and out of the proposed facility during construction and operation;

(B) The applicant's plans to manage hazardous substances during construction and operation, including measures to prevent and contain spills; and

(C) The applicant's plans to manage non-hazardous waste materials during construction and operation.

The Applicant is requesting Council approval for transfer of ownership. No changes to the required materials are required in connection with this RFA.

3.0 OAR 345-027-0360(1)(g) - Preliminary Request for Amendment

(g) A list of the names and mailing addresses of property owners, as described in this rule:

(A) The list must include all owners of record, as shown on the most recent property tax assessment roll, of property located:

(i) Within 100 feet of property which the subject of the request for amendment, where the subject property is wholly or in part within an urban growth boundary;

(ii) Within 250 feet of property which is the subject of the request for amendment, where the subject property is outside an urban growth boundary and not within a farm or forest zone; or

(iii) Within 500 feet of property which is the subject of the request for amendment, where the subject property is within a farm or forest zone; and

(B) In addition to incorporating the list in the request for amendment, the applicant must submit the list to the Department in an electronic format acceptable to the Department.

A list of the names and mailing addresses of property owners located within 500 feet of the property underlying the area subject to this RFA is provided in Attachment G.

4.0 Conclusion

This RFA demonstrates that transferring the Site Certificate from Sunstone Solar to the Applicant complies with all applicable laws and Council standards.

Attachment A. Articles of Organization

ARTICLES OF ORGANIZATION



Corporation Division
sos.oregon.gov/business

E-FILED
Apr 23, 2026
OREGON SECRETARY OF STATE

REGISTRY NUMBER

256485997

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

1. ENTITY NAME

OREGON SOLAR 1, LLC

2. MAILING ADDRESS

OREGON SOLAR 1 LLC COF DWT LLP
560 SW 10TH AVE SUITE 700
PORTLAND OR 97205 USA

3. PRINCIPAL PLACE OF BUSINESS

OREGON SOLAR 1 LLC COF DWT LLP
560 SW 10TH AVE SUITE 700
PORTLAND OR 97205 USA

4. NAME & ADDRESS OF REGISTERED AGENT

BRANDON OYER

OREGON SOLAR 1 LLC COF DWT LLP
560 SW 10TH AVE SUITE 700
PORTLAND OR 97205 USA

5. ORGANIZERS

BRANDON OYER

OREGON SOLAR 1 LLC COF DWT LLP
560 SW 10TH AVE SUITE 700
PORTLAND OR 97205 USA

6. INDIVIDUALS WITH DIRECT KNOWLEDGE

BRANDON OYER

OREGON SOLAR 1 LLC COF DWT LLP
560 SW 10TH AVE SUITE 700
PORTLAND OR 97205 USA

7. DURATION

PERPETUAL



8. MANAGEMENT

This Limited Liability Company will be manager-managed by one or more managers

9. OPTIONAL PROVISIONS

The company elects to indemnify its members, managers, employees, agents for liability and related expenses under ORS 63.160 to 63.170.

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. 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.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

WHITNEY JOHNSON

TITLE

SR MANAGER

DATE

04-23-2026

Attachment B. Oregon Registration to do Business

Business Name Search

[New Search](#)

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Business Entity Data

05-12-2026 13:53

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
2564859-97	DLLC	ACT	OREGON	04-23-2026	04-23-2027	
Entity Name	OREGON SOLAR 1, LLC					
Foreign Name						

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Associated Names

Type	PRINCIPAL PLACE OF BUSINESS					
Addr 1	OREGON SOLAR 1 LLC COF DWT LLP					
Addr 2	560 SW 10TH AVE SUITE 700					
CSZ	PORTLAND	OR	97205	Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	04-23-2026	Resign Date
Name	BRANDON	OYER			
Addr 1	OREGON SOLAR 1 LLC COF DWT LLP				
Addr 2	560 SW 10TH AVE SUITE 700				
CSZ	PORTLAND	OR	97205	Country	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS
Addr 1	OREGON SOLAR 1 LLC COF DWT LLP	
Addr 2	560 SW 10TH AVE SUITE 700	
CSZ	PORTLAND	OR 97205
Country	UNITED STATES OF AMERICA	

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Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
OREGON SOLAR 1, LLC	EN	CUR	04-23-2026	

Please [read](#) before ordering [Copies](#).

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	ARTICLES OF ORGANIZATION	04-23-2026		FI	Agent	

Attachment C. Applicant and Parent Company Commitment Letter



May 14, 2026

Oregon Department of Energy
Energy Siting Division
550 Capital Street NE
Salem, OR 97301

To Whom it May Concern:

As described in the Request for Amendment to Transfer the Site Certificate submitted by Oregon Solar 1, LLC, for the Sunstone Solar Project, Oregon Solar 1, LLC is owned by Amazon Energy, LLC, a wholly-owned subsidiary of Amazon.com, Inc.

With this letter, Oregon Solar 1, LLC and Amazon.com, Inc. confirm that Oregon Solar 1, LLC will have access to sufficient resources and expertise to construct, own, operate, and maintain the Sunstone Solar Project, which resources and expertise may be obtained as services provided by Amazon.com, Inc. or an affiliate thereof on terms and conditions that will ensure the availability of such resources and expertise to Oregon Solar 1, LLC as and when needed to ensure safe and reliable operation of the Facility.

Thank you in advance for your consideration of this matter.
Very truly yours,

Signed by:
Brandon Oyer
053CF9833862445...

Authorized Signatory
Oregon Solar 1, LLC

Signed by:
Kerry Person
D281E194ABF546A...

Authorized Signatory
Amazon.com, Inc.



Attachment D. Estimated Retirement Costs

Estimate Summary
TETRA TECH, INC.

Job Code: Oregon Solar 1 Facility
Description: Decommissioning Estimate

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1	1.00 Lump Sum	OREGON SOLAR 1 FACILITY	0.00	Detail	U.S. Dollar	124,608,607.18	124,608,607.18
1.1	1.00 Lump Sum	Equipment & Facilities Mob / Demob	0.10	Detail	U.S. Dollar	546,744.00	546,744.00
1.1.1	1.00 Lump Sum	Equipment Mob	0.00	Detail	U.S. Dollar	162,700.00	162,700.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UERNTRLG	Rental Equip Transp-Large		16.00 Each	U.S. Dollar	10,000.00	160,000.00	
UERNTRSM	Rental Equip Transp-Small		18.00 Each	U.S. Dollar	150.00	2,700.00	
1.1.2	1.00 Lump Sum	Site Facilities	0.00	Detail	U.S. Dollar	5,600.00	5,600.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UOCONMOB	Connex Box Mob		8.00 Each	U.S. Dollar	300.00	2,400.00	
UOTRLTRN	Trailer Trnsp/Setup/Trdwn		4.00 Each	U.S. Dollar	800.00	3,200.00	
1.1.3	5.00 Day	Crew Mob & Site Setup	1.00	Detail	U.S. Dollar	37,844.40	189,222.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	3,000.00	60.00 Each (hourly)	U.S. Dollar	46.97	140,910.00	
L010101	OPERATOR	800.00	16.00 Each (hourly)	U.S. Dollar	60.39	48,312.00	
1.1.4	5.00 Day	Crew Demob & Site Cleanup	1.00	Detail	U.S. Dollar	37,844.40	189,222.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	3,000.00	60.00 Each (hourly)	U.S. Dollar	46.97	140,910.00	
L010101	OPERATOR	800.00	16.00 Each (hourly)	U.S. Dollar	60.39	48,312.00	
1.2	1.00 Lump Sum	Project Site Support	0.00	Detail	U.S. Dollar	2,848,482.00	2,848,482.00
1.2.1	18.00 Month	Site Facilities	0.00	Detail	U.S. Dollar	8,220.00	147,960.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
URCONNEX	Connex Box		144.00 Month	U.S. Dollar	150.00	21,600.00	
UROFFTRL	Office Trailer -12x60		72.00 Month	U.S. Dollar	500.00	36,000.00	
UO1STAI	1st Aid Supplies		72.00 Month	U.S. Dollar	300.00	21,600.00	
UOOFFSUP	Office Supplies(\$/prs/mo)		72.00 Month	U.S. Dollar	55.00	3,960.00	
URPRTAJH	Port-a-John Unit(s) (4)		216.00 Month	U.S. Dollar	300.00	64,800.00	
1.2.2	18.00 Month	Field Management	0.05	Detail	U.S. Dollar	150,029.00	2,700,522.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L90FXX02	Field - Proj Superintendent	7,920.00	2.00 Each (hourly)	U.S. Dollar	114.95	910,404.00	
RPUTRK05	F-250 4X4 3/4 TON PICKUP	23,760.00	6.00 Each (hourly)	U.S. Dollar	11.07	262,904.40	
L90FEL00	Field - Engr. Tech	7,920.00	2.00 Each (hourly)	U.S. Dollar	88.33	699,573.60	
L90FXX03	Field - SHSO	7,920.00	2.00 Each (hourly)	U.S. Dollar	104.50	827,640.00	
1.3	6.00 Each	Substation Retirement	0.04	Detail	U.S. Dollar	181,859.07	1,091,154.41
1.3.1	6.00 Day	Fence Removal	1.00	Detail	U.S. Dollar	1,405.95	8,435.70
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	60.00	1.00 Each (hourly)	U.S. Dollar	60.39	3,623.40	
L060100	GENERAL LABORER	60.00	1.00 Each (hourly)	U.S. Dollar	46.97	2,818.20	
RBACKH09	Deere 710J BACKHOE, 1.62CY	60.00	1.00 Each (hourly)	U.S. Dollar	33.24	1,994.10	
1.3.2	6.00 Each	Transformer Removal	0.17	Detail	U.S. Dollar	103,248.90	619,493.40
1.3.2.1	6.00 Each	Oil Removal & Disposal	1.00	Detail	U.S. Dollar	66,314.40	397,886.40

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1.3.2.1.1	6.00 Each	Oil Removal	1.00	Detail	U.S. Dollar	939.40	5,636.40
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	120.00	2.00 Each (hourly)	U.S. Dollar	46.97	5,636.40	
1.3.2.1.2	96,000.00 Gallon	Oil Disposal	0.00	Detail	U.S. Dollar	4.00	384,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		384,000.00 Each	U.S. Dollar	1.00	384,000.00	
1.3.2.1.3	6.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	8,250.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		8,250.00 Each	U.S. Dollar	1.00	8,250.00	
1.3.2.2	6.00 Each	Dismantle & Loadout Transformer	0.20	Detail	U.S. Dollar	36,934.50	221,607.00
1.3.2.2.1	6.00 Each	Dismantle, Cut & Size	0.20	Detail	U.S. Dollar	30,934.50	185,607.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	1,200.00	4.00 Each (hourly)	U.S. Dollar	46.97	56,364.00	
L010101	OPERATOR	600.00	2.00 Each (hourly)	U.S. Dollar	60.39	36,234.00	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	300.00	1.00 Each (hourly)	U.S. Dollar	124.54	37,360.50	
*REXCAV06E	Excav 100K w/ Shear	300.00	1.00 Each (hourly)	U.S. Dollar	185.50	55,648.50	
1.3.2.2.2	24.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	36,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		36,000.00 Each	U.S. Dollar	1.00	36,000.00	
1.3.3	6.00 Each	Remove Control Building	2.00	Detail	U.S. Dollar	2,659.48	15,956.85
1.3.3.1	6.00 Each	Demo	2.00	Detail	U.S. Dollar	1,159.48	6,956.85
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	30.00	1.00 Each (hourly)	U.S. Dollar	46.97	1,409.10	
L010101	OPERATOR	30.00	1.00 Each (hourly)	U.S. Dollar	60.39	1,811.70	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	30.00	1.00 Each (hourly)	U.S. Dollar	124.54	3,736.05	
1.3.3.2	6.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	9,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		9,000.00 Each	U.S. Dollar	1.00	9,000.00	
1.3.4	6.00 Day	UG Utility & Ground Removal	1.00	Detail	U.S. Dollar	1,405.95	8,435.70
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	60.00	1.00 Each (hourly)	U.S. Dollar	60.39	3,623.40	
L060100	GENERAL LABORER	60.00	1.00 Each (hourly)	U.S. Dollar	46.97	2,818.20	
RBACKH09	Deere 710J BACKHOE, 1.62CY	60.00	1.00 Each (hourly)	U.S. Dollar	33.24	1,994.10	
1.3.5	6,000.00 Cubic Yard	Remove Foundations To Subgrade	73.68	Detail	U.S. Dollar	28.98	173,907.00
1.3.5.1	6,000.00 Cubic Yard	Excavate / Remove Foundation - Various Depth	280.00	Detail	U.S. Dollar	16.19	97,125.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	214.29	1.00 Each (hourly)	U.S. Dollar	46.97	10,065.00	
L010101	OPERATOR	428.57	2.00 Each (hourly)	U.S. Dollar	60.39	25,881.43	
*REXCAV06C	Excav 100K w/ Hammer	214.29	1.00 Each (hourly)	U.S. Dollar	160.97	34,492.50	

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
*REXCAV06A	Excav 100K w/ Bucket & Grapple	214.29	1.00 Each (hourly)	U.S. Dollar		124.54	26,686.07
1.3.5.2	6,000.00 Cubic Yard	Concrete Transport Offsite	100.00	Detail	U.S. Dollar	12.80	76,782.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
RDUTRK06	CAT D350D, 18CY-24CY	600.00	1.00 Each (hourly)	U.S. Dollar	74.29	44,574.00	
L080940	TEAMSTER	600.00	1.00 Each (hourly)	U.S. Dollar	53.68	32,208.00	
1.3.6	6.00 Each	Misc. Material Disposal	0.00	Detail	U.S. Dollar	2,900.00	17,400.00
1.3.6.1	6.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	9,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		9,000.00 Each	U.S. Dollar	1.00	9,000.00	
1.3.6.2	120.00 Ton	Disposal Cost	0.00	Detail	U.S. Dollar	70.00	8,400.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		8,400.00 Each	U.S. Dollar	1.00	8,400.00	
1.3.7	6.00 Each	Restore Yard	0.19	Detail	U.S. Dollar	41,254.29	247,525.76
1.3.7.1	9.60 Acre	Remove Aggregate / Backfill / Regrade	1.60	Detail	U.S. Dollar	2,179.90	20,927.02
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	120.00	2.00 Each (hourly)	U.S. Dollar	46.97	5,636.40	
L010101	OPERATOR	120.00	2.00 Each (hourly)	U.S. Dollar	60.39	7,246.80	
REXCAV06B	Gradall - Excavator	60.00	1.00 Each (hourly)	U.S. Dollar	75.73	4,543.72	
*RDOZER08	CAT D6 LGP Dozer	60.00	1.00 Each (hourly)	U.S. Dollar	58.34	3,500.10	
1.3.7.2	7,740.00 Cubic Yard	Vegetative Cover	300.00	Detail	U.S. Dollar	27.98	216,598.74
1.3.7.2.1	7,740.00 Cubic Yard	Topsoil, Delivered	0.00	Detail	U.S. Dollar	20.00	154,800.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
IMSOIL	Topsoil		7,740.00 Cubic Yard	U.S. Dollar	20.00	154,800.00	
1.3.7.2.2	7,740.00 Cubic Yard	Placement	300.00	Detail	U.S. Dollar	7.98	61,798.74
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	516.00	2.00 Each (hourly)	U.S. Dollar	60.39	31,161.24	
RDOZER08	CAT D6N XL	516.00	2.00 Each (hourly)	U.S. Dollar	59.38	30,637.50	
1.3.7.3	10.00 Acre	Re-Seed With Native Vegetation	0.00	Detail	U.S. Dollar	1,000.00	10,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USLANDSCAPE	Landscape Sub		10.00 Acre	U.S. Dollar	1,000.00	10,000.00	
1.4	2.00 Each	Switchyard Retirement	0.08	Detail	U.S. Dollar	60,000.38	120,000.76
1.4.1	2.00 Day	Fence Removal	1.00	Detail	U.S. Dollar	1,405.95	2,811.90
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	20.00	1.00 Each (hourly)	U.S. Dollar	60.39	1,207.80	
L060100	GENERAL LABORER	20.00	1.00 Each (hourly)	U.S. Dollar	46.97	939.40	
RBACKH09	Deere 710J BACKHOE, 1.62CY	20.00	1.00 Each (hourly)	U.S. Dollar	33.24	664.70	
1.4.2	2.00 Day	UG Utility & Ground Removal	1.00	Detail	U.S. Dollar	1,405.95	2,811.90
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	20.00	1.00 Each (hourly)	U.S. Dollar	60.39	1,207.80	
L060100	GENERAL LABORER	20.00	1.00 Each (hourly)	U.S. Dollar	46.97	939.40	
RBACKH09	Deere 710J BACKHOE, 1.62CY	20.00	1.00 Each (hourly)	U.S. Dollar	33.24	664.70	

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1.4.3	2.00 Each	Dismantle & Loadout Racks & Switching	0.50	Detail	U.S. Dollar	13,873.80	27,747.60
1.4.3.1	2.00 Each	Dismantle, Cut & Size	0.50	Detail	U.S. Dollar	12,373.80	24,747.60
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	160.00	4.00 Each (hourly)	U.S. Dollar	46.97	7,515.20	
L010101	OPERATOR	80.00	2.00 Each (hourly)	U.S. Dollar	60.39	4,831.20	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	40.00	1.00 Each (hourly)	U.S. Dollar	124.54	4,981.40	
*REXCAV06E	Excav 100K w/ Shear	40.00	1.00 Each (hourly)	U.S. Dollar	185.50	7,419.80	
1.4.3.2	2.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	3,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		3,000.00 Each	U.S. Dollar	1.00	3,000.00	
1.4.4	568.00 Cubic Yard	Remove Foundations To Subgrade	73.68	Detail	U.S. Dollar	28.98	16,463.20
1.4.4.1	568.00 Cubic Yard	Excavate / Remove Foundation - Various Depth	280.00	Detail	U.S. Dollar	16.19	9,194.50
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	20.29	1.00 Each (hourly)	U.S. Dollar	46.97	952.82	
L010101	OPERATOR	40.57	2.00 Each (hourly)	U.S. Dollar	60.39	2,450.11	
*REXCAV06C	Excav 100K w/ Hammer	20.29	1.00 Each (hourly)	U.S. Dollar	160.97	3,265.29	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	20.29	1.00 Each (hourly)	U.S. Dollar	124.54	2,526.28	
1.4.4.2	568.00 Cubic Yard	Concrete Transport Offsite	100.00	Detail	U.S. Dollar	12.80	7,268.70
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
RDUTRK06	CAT D350D, 18CY-24CY	56.80	1.00 Each (hourly)	U.S. Dollar	74.29	4,219.67	
L080940	TEAMSTER	56.80	1.00 Each (hourly)	U.S. Dollar	53.68	3,049.02	
1.4.5	2.00 Each	Misc. Material Disposal	0.00	Detail	U.S. Dollar	2,900.00	5,800.00
1.4.5.1	2.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	3,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		3,000.00 Each	U.S. Dollar	1.00	3,000.00	
1.4.5.2	40.00 Ton	Disposal Cost	0.00	Detail	U.S. Dollar	70.00	2,800.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		2,800.00 Each	U.S. Dollar	1.00	2,800.00	
1.4.6	2.00 Each	Restore Yard	0.24	Detail	U.S. Dollar	32,183.08	64,366.16
1.4.6.1	2.50 Acre	Remove Aggregate / Backfill / Regrade	1.60	Detail	U.S. Dollar	2,179.90	5,449.75
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	31.25	2.00 Each (hourly)	U.S. Dollar	46.97	1,467.81	
L010101	OPERATOR	31.25	2.00 Each (hourly)	U.S. Dollar	60.39	1,887.19	
REXCAV06B	Gradall - Excavator	15.63	1.00 Each (hourly)	U.S. Dollar	75.73	1,183.26	
*RDOZER08	CAT D6 LGP Dozer	15.63	1.00 Each (hourly)	U.S. Dollar	58.34	911.48	
1.4.6.2	2,016.00 Cubic Yard	Vegetative Cover	300.00	Detail	U.S. Dollar	27.98	56,416.42
1.4.6.2.1	2,016.00 Cubic Yard	Topsoil, Delivered	0.00	Detail	U.S. Dollar	20.00	40,320.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
IMSOIL	Topsoil		2,016.00 Cubic Yard	U.S. Dollar	20.00	40,320.00	
1.4.6.2.2	2,016.00 Cubic Yard	Placement	300.00	Detail	U.S. Dollar	7.98	16,096.42
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	

Cost Item								
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost	
L010101	OPERATOR		134.40	2.00 Each (hourly)	U.S. Dollar	60.39	8,116.42	
RDOZER08	CAT D6N XL		134.40	2.00 Each (hourly)	U.S. Dollar	59.38	7,980.00	
1.4.6.3	2.50 Acre	Re-Seed With Native Vegetation		0.00	Detail	U.S. Dollar	1,000.00	2,500.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
USLANDSCAPE	Landscape Sub		2.50 Acre	U.S. Dollar	1,000.00	2,500.00		
1.5	1.00 Lump Sum	Transmission Line Retirement		0.00	Detail	U.S. Dollar	2,041,890.68	2,041,890.68
1.5.1	200.00 Each	Structure Removal		1.00	Detail	U.S. Dollar	5,179.10	1,035,820.00
1.5.1.1	200.00 Each	Cut / Lower Structure		2.00	Detail	U.S. Dollar	1,963.50	392,700.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
L060100	GENERAL LABORER	4,000.00	4.00 Each (hourly)	U.S. Dollar	46.97	187,880.00		
L010101	OPERATOR	1,000.00	1.00 Each (hourly)	U.S. Dollar	60.39	60,390.00		
*RXMISC14	MAN LIFT GAS 125ft	1,000.00	1.00 Each (hourly)	U.S. Dollar	53.52	53,520.00		
*RXMISC23	GROVE RT 200 TON	1,000.00	1.00 Each (hourly)	U.S. Dollar	90.91	90,910.00		
1.5.1.2	200.00 Each	Cut / Size Structure & Loadout		2.00	Detail	U.S. Dollar	2,165.60	433,120.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
L060100	GENERAL LABORER	6,000.00	6.00 Each (hourly)	U.S. Dollar	46.97	281,820.00		
L010101	OPERATOR	1,000.00	1.00 Each (hourly)	U.S. Dollar	60.39	60,390.00		
*RXMISC23	GROVE RT 200 TON	1,000.00	1.00 Each (hourly)	U.S. Dollar	90.91	90,910.00		
1.5.1.3	140.00 Each	Trucking - Per Load		0.00	Detail	U.S. Dollar	1,500.00	210,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
USTRUCKING	Trucking Sub		210,000.00 Each	U.S. Dollar	1.00	210,000.00		
Notes: ***** Assume 9 ton per steel structure and cable span *****								
1.5.2	200.00 Each	Remove Foundations To Subgrade		0.98	Detail	U.S. Dollar	5,030.35	1,006,070.68
1.5.2.1	200.00 Each	Excavate / Remove Foundation - Various Depth		1.00	Detail	U.S. Dollar	5,002.20	1,000,440.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
L060100	GENERAL LABORER	4,000.00	2.00 Each (hourly)	U.S. Dollar	46.97	187,880.00		
L010101	OPERATOR	4,000.00	2.00 Each (hourly)	U.S. Dollar	60.39	241,560.00		
*REXCAV06C	Excav 100K w/ Hammer	2,000.00	1.00 Each (hourly)	U.S. Dollar	160.97	321,930.00		
*REXCAV06A	Excav 100K w/ Bucket & Grapple	2,000.00	1.00 Each (hourly)	U.S. Dollar	124.54	249,070.00		
1.5.2.2	330.00 Cubic Yard	Concrete Transport Offsite		75.00	Detail	U.S. Dollar	17.06	5,630.68
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
RDUTRK06	CAT D350D, 18CY-24CY	44.00	1.00 Each (hourly)	U.S. Dollar	74.29	3,268.76		
L080940	TEAMSTER	44.00	1.00 Each (hourly)	U.S. Dollar	53.68	2,361.92		
1.6	1.00 Lump Sum	Collection Line Retirement		0.02	Detail	U.S. Dollar	163,518.36	163,518.36
1.6.1	22,704.00 Linear Feet	Conductor Removal		2,270.40	Detail	U.S. Dollar	2.09	47,343.50
1.6.1.1	1.00 Lump Sum	Cut / Lower Cable, Size & Loadout		0.10	Detail	U.S. Dollar	32,343.50	32,343.50
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
L060100	GENERAL LABORER	400.00	4.00 Each (hourly)	U.S. Dollar	46.97	18,788.00		
L010101	OPERATOR	100.00	1.00 Each (hourly)	U.S. Dollar	60.39	6,039.00		
*RXMISC14	MAN LIFT GAS 125ft	100.00	1.00 Each (hourly)	U.S. Dollar	53.52	5,352.00		
RLIFTS05	JCB 508C, 8,000lbs FRKLFT	100.00	1.00 Each (hourly)	U.S. Dollar	21.65	2,164.50		
1.6.1.2	10.00 Each	Trucking - Per Load		0.00	Detail	U.S. Dollar	1,500.00	15,000.00

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		15,000.00 Each	U.S. Dollar	1.00	15,000.00	
1.6.2	101.00 Each	Utility Pole Removal	3.08	Detail	U.S. Dollar	1,150.25	116,174.86
1.6.2.1	101.00 Each	Cut / Lower Pole	5.00	Detail	U.S. Dollar	590.22	59,612.22
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	808.00	4.00 Each (hourly)	U.S. Dollar	46.97	37,951.76	
L010101	OPERATOR	202.00	1.00 Each (hourly)	U.S. Dollar	60.39	12,198.78	
RHYDCR05	GROVE RT600E 40 TON	202.00	1.00 Each (hourly)	U.S. Dollar	46.84	9,461.68	
1.6.2.2	101.00 Each	Size & Loadout	8.00	Detail	U.S. Dollar	368.89	37,257.64
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	505.00	4.00 Each (hourly)	U.S. Dollar	46.97	23,719.85	
L010101	OPERATOR	126.25	1.00 Each (hourly)	U.S. Dollar	60.39	7,624.24	
RHYDCR05	GROVE RT600E 40 TON	126.25	1.00 Each (hourly)	U.S. Dollar	46.84	5,913.55	
1.6.2.3	10.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	13,750.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		13,750.00 Each	U.S. Dollar	1.00	13,750.00	
1.6.2.4	101.00 Ton	Disposal Cost	0.00	Detail	U.S. Dollar	55.00	5,555.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		5,555.00 Each	U.S. Dollar	1.00	5,555.00	
Notes: *****							
Assumption: 101 poles x 2000' per pole							

1.7	4.00 Each	O&M Building Removal	0.22	Detail	U.S. Dollar	27,839.50	111,358.00
1.7.1	160.00 Ton	Structure Demo	10.00	Detail	U.S. Dollar	524.75	83,960.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	160.00	1.00 Each (hourly)	U.S. Dollar	124.54	19,925.60	
*REXCAV06E	Excav 100K w/ Shear	160.00	1.00 Each (hourly)	U.S. Dollar	185.50	29,679.20	
L010101	OPERATOR	320.00	2.00 Each (hourly)	U.S. Dollar	60.39	19,324.80	
L060100	GENERAL LABORER	320.00	2.00 Each (hourly)	U.S. Dollar	46.97	15,030.40	
1.7.2	200.00 Cubic Yard	Remove Foundations To Subgrade	96.89	Detail	U.S. Dollar	28.99	5,798.00
1.7.2.1	200.00 Cubic Yard	Excavate / Remove Foundation - Various Depth	279.96	Detail	U.S. Dollar	16.19	3,238.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	7.14	1.00 Each (hourly)	U.S. Dollar	46.97	335.55	
L010101	OPERATOR	14.29	2.00 Each (hourly)	U.S. Dollar	60.39	862.85	
*REXCAV06C	Excav 100K w/ Hammer	7.14	1.00 Each (hourly)	U.S. Dollar	160.97	1,149.93	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	7.14	1.00 Each (hourly)	U.S. Dollar	124.54	889.67	
1.7.2.2	200.00 Cubic Yard	Concrete Transport Offsite	148.16	Detail	U.S. Dollar	12.80	2,560.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
RDUTRK06	CAT D350D, 18CY-24CY	13.50	1.00 Each (hourly)	U.S. Dollar	74.29	1,002.81	
L080940	TEAMSTER	13.50	1.00 Each (hourly)	U.S. Dollar	53.68	724.60	
L010101	OPERATOR	6.75	0.50 Each (hourly)	U.S. Dollar	60.39	407.59	
RFELWH09	CAT 966F LOADER, 4.25CY	6.75	0.50 Each (hourly)	U.S. Dollar	62.97	425.00	
1.7.3	160.00 Ton	Material T&D	0.00	Detail	U.S. Dollar	135.00	21,600.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
USTRUCKING	Trucking Sub		10,400.00 Each	U.S. Dollar		1.00	10,400.00
USDISPOSAL	Disposal Fee's		11,200.00 Each	U.S. Dollar		1.00	11,200.00
1.8	1,745.00 MW	DC Storage Retirement	2.47	Detail	U.S. Dollar	3,249.26	5,669,962.03
1.8.1	1,745.00 MW	Battery Removal & Disposal	5.00	Detail	U.S. Dollar	2,087.36	3,642,439.50
1.8.1.1	349.00 Day	Remove Batteries, Load For Transport	1.00	Detail	U.S. Dollar	3,251.10	1,134,633.90
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	20,940.00	6.00 Each (hourly)	U.S. Dollar	46.97	983,551.80	
RLIFTS05	JCB 508C, 8,000lbs FRKLFT	6,980.00	2.00 Each (hourly)	U.S. Dollar	21.65	151,082.10	
1.8.1.2	576.00 Each	Transport Batteries	0.00	Detail	U.S. Dollar	1,605.60	924,825.60
1.8.1.2.1	576.00 Each	Roll Off Liners	0.00	Detail	U.S. Dollar	105.60	60,825.60
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UODCLINER	Rolloff Liner		576.00 Each	U.S. Dollar	105.60	60,825.60	
1.8.1.2.2	576.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	864,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		864,000.00 Each	U.S. Dollar	1.00	864,000.00	
1.8.1.3	7,538.00 Ton	Disposal Fee's	0.00	Detail	U.S. Dollar	210.00	1,582,980.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		1,582,980.00 Each	U.S. Dollar	1.00	1,582,980.00	
1.8.2	1,745.00 MW	Structure & Components Removal	4.89	Detail	U.S. Dollar	1,161.90	2,027,522.53
1.8.2.1	175.00 Day	Refrigerant Recovery	1.00	Detail	U.S. Dollar	1,207.80	211,365.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010110	Craft - MEP	3,500.00	2.00 Each (hourly)	U.S. Dollar	60.39	211,365.00	
1.8.2.2	5,724.00 Ton	Structure Demo	43.33	Detail	U.S. Dollar	121.10	693,154.38
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	1,320.92	1.00 Each (hourly)	U.S. Dollar	124.54	164,501.16	
*REXCAV06E	Excav 100K w/ Shear	1,320.92	1.00 Each (hourly)	U.S. Dollar	185.50	245,024.63	
L010101	OPERATOR	2,641.85	2.00 Each (hourly)	U.S. Dollar	60.39	159,541.09	
L060100	GENERAL LABORER	2,641.85	2.00 Each (hourly)	U.S. Dollar	46.97	124,087.51	
1.8.2.3	576.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	864,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		864,000.00 Each	U.S. Dollar	1.00	864,000.00	
1.8.2.4	152,688.00 Gallon	Glycol Recovery & Disposal	0.00	Detail	U.S. Dollar	1.00	152,688.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USLIQUID	Liquids T&D		152,688.00 Each	U.S. Dollar	1.00	152,688.00	
1.8.2.5	3,668.00 Cubic Yard	Remove Foundations To Subgrade	73.68	Detail	U.S. Dollar	28.98	106,315.15
1.8.2.5.1	3,668.00 Cubic Yard	Excavate / Remove Foundation	280.00	Detail	U.S. Dollar	16.19	59,375.75
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	131.00	1.00 Each (hourly)	U.S. Dollar	46.97	6,153.07	
L010101	OPERATOR	262.00	2.00 Each (hourly)	U.S. Dollar	60.39	15,822.18	
*REXCAV06C	Excav 100K w/ Hammer	131.00	1.00 Each (hourly)	U.S. Dollar	160.97	21,086.42	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	131.00	1.00 Each (hourly)	U.S. Dollar	124.54	16,314.09	

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1.8.2.5.2	3,668.00 Cubic Yard	Concrete Transport Offsite	100.00	Detail	U.S. Dollar	12.80	46,939.40
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
RDUTRK06	CAT D350D, 18CY-24CY	366.80	1.00 Each (hourly)	U.S. Dollar	74.29	27,249.57	
L080940	TEAMSTER	366.80	1.00 Each (hourly)	U.S. Dollar	53.68	19,689.82	
1.9	1.00 Lump Sum	Solar Array Retirement	0.00	Detail	U.S. Dollar	48,446,887.04	48,446,887.04
1.9.1	306,240.00 Linear Feet	Fence Removal	5,124.80	Detail	U.S. Dollar	1.37	418,746.72
1.9.1.1	306,240.00 Linear Feet	Fence Removal	5,124.80	Detail	U.S. Dollar	1.10	336,246.72
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	1,792.69	3.00 Each (hourly)	U.S. Dollar	60.39	108,260.81	
L060100	GENERAL LABORER	3,585.39	6.00 Each (hourly)	U.S. Dollar	46.97	168,405.71	
RBACKH09	Deere 710J BACKHOE, 1.62CY	1,792.69	3.00 Each (hourly)	U.S. Dollar	33.24	59,580.20	
1.9.1.2	55.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	82,500.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		82,500.00 Each	U.S. Dollar	1.00	82,500.00	
1.9.2	3,937,536.00 Each	Solar Panel Removal & Disposal	10,000.00	Detail	U.S. Dollar	7.27	28,621,280.95
1.9.2.1	3,937,536.00 Each	Solar Panel Removal	10,000.00	Detail	U.S. Dollar	3.17	12,477,460.95
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
RLIFTS05	JCB 508C, 8,000lbs FRKLFT	39,375.36	10.00 Each (hourly)	U.S. Dollar	21.65	852,279.67	
L010101	OPERATOR	39,375.36	10.00 Each (hourly)	U.S. Dollar	60.39	2,377,877.99	
L060100	GENERAL LABORER	196,876.80	50.00 Each (hourly)	U.S. Dollar	46.97	9,247,303.30	
Notes: *****							
Assumed production: 20 panels per laborer per hour, Includes packaging and preparing for shipment offsite. *****							
1.9.2.2	5,250.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	7,875,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		7,875,000.00 Each	U.S. Dollar	1.00	7,875,000.00	
Notes: *****							
Assumption: 45,000 lbs per load *****							
1.9.2.3	118,126.00 Ton	Recycling Cost	0.00	Detail	U.S. Dollar	70.00	8,268,820.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		8,268,820.00 Each	U.S. Dollar	1.00	8,268,820.00	
Notes: *****							
Assumption: 3,937,536 modules x 60 lbs each *****							
1.9.3	1.00 Lump Sum	Solar Rack (Trackers) & Post Removal	0.00	Detail	U.S. Dollar	19,406,859.38	19,406,859.38
1.9.3.1	65,625.00 Each	Solar Rack (Trackers) & Post Removal	160.00	Detail	U.S. Dollar	262.38	17,218,359.38
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	65,625.00	16.00 Each (hourly)	U.S. Dollar	60.39	3,963,093.75	
L060100	GENERAL LABORER	65,625.00	16.00 Each (hourly)	U.S. Dollar	46.97	3,082,406.25	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	32,812.50	8.00 Each (hourly)	U.S. Dollar	124.54	4,086,304.69	
*REXCAV06E	Excav 100K w/ Shear	32,812.50	8.00 Each (hourly)	U.S. Dollar	185.50	6,086,554.69	

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
Notes: ***** Assumed production: .5 hour per rack per crew. Crew to include 1 excavator w/shear, 1 excavator w/grapple, 2 operators and 2 laborers. Includes post removal and sizing of steel for sale as scrap, and loadout to haul trucks. *****							
1.9.3.2	1,459.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	2,188,500.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		2,188,500.00 Each	U.S. Dollar	1.00	2,188,500.00	
Notes: ***** Assumption: 45,000 lbs per load *****							
1.10	318.00 Each	Inverter / Transformer Removal	1.33	Detail	U.S. Dollar	2,876.00	914,568.00
1.10.1	318.00 Each	Disconnect Electrical	2.00	Detail	U.S. Dollar	592.13	188,295.75
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010110	Craft - MEP	1,590.00	1.00 Each (hourly)	U.S. Dollar	60.39	96,020.10	
L060100	GENERAL LABORER	1,590.00	1.00 Each (hourly)	U.S. Dollar	46.97	74,682.30	
RPUTRK05	F-250 4X4 3/4 TON PICKUP	1,590.00	1.00 Each (hourly)	U.S. Dollar	11.07	17,593.35	
1.10.2	318.00 Each	Loadout Inverter & Transformer	4.00	Detail	U.S. Dollar	783.88	249,272.25
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	3,180.00	4.00 Each (hourly)	U.S. Dollar	46.97	149,364.60	
L010101	OPERATOR	795.00	1.00 Each (hourly)	U.S. Dollar	60.39	48,010.05	
RHYDCR06	GROVE RT880 73 TON	795.00	1.00 Each (hourly)	U.S. Dollar	65.28	51,897.60	
1.10.3	318.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	477,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		477,000.00 Each	U.S. Dollar	1.00	477,000.00	
1.11	633,990.00 Cubic Yard	Remove Inverter / Transformer / BESS Foundations	73.68	Detail	U.S. Dollar	28.98	18,375,883.16
1.11.1	633,990.00 Cubic Yard	Excavate / Remove Foundation	280.00	Detail	U.S. Dollar	16.19	10,262,713.13
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	22,642.50	1.00 Each (hourly)	U.S. Dollar	46.97	1,063,518.23	
L010101	OPERATOR	45,285.00	2.00 Each (hourly)	U.S. Dollar	60.39	2,734,761.15	
*REXCAV06C	Excav 100K w/ Hammer	22,642.50	1.00 Each (hourly)	U.S. Dollar	160.97	3,644,650.01	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	22,642.50	1.00 Each (hourly)	U.S. Dollar	124.54	2,819,783.74	
1.11.2	633,990.00 Cubic Yard	Concrete Transport Offsite	100.00	Detail	U.S. Dollar	12.80	8,113,170.03
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
RDUTRK06	CAT D350D, 18CY-24CY	63,399.00	1.00 Each (hourly)	U.S. Dollar	74.29	4,709,911.71	
L080940	TEAMSTER	63,399.00	1.00 Each (hourly)	U.S. Dollar	53.68	3,403,258.32	
1.12	204,720.00 Each	Spare Module Recycling	0.00	Detail	U.S. Dollar	4.10	839,440.00
1.12.1	273.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,500.00	409,500.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		409,500.00 Each	U.S. Dollar	1.00	409,500.00	
Notes: ***** Assumption: 45,000 lbs per load *****							
1.12.2	6,142.00 Ton	Recycling Cost	0.00	Detail	U.S. Dollar	70.00	429,940.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
USDISPOSAL	Disposal Fee's		429,940.00 Each		U.S. Dollar	1.00	429,940.00

Notes: *****
 Assumption: 3,937,536 modules x 60 lbs each

1.13	1.00 Lump Sum	Site Restoration - Partial Site Seeding	0.00	Detail	U.S. Dollar	4,835,283.29	4,835,283.29
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1.13.1	290,400.00 Linear Feet	Site Roads - Removal & Restoration	5,000.00	Detail	U.S. Dollar	1.76	512,309.16
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
*RDOZER08	CAT D6 LGP Dozer	2,323.20	4.00 Each (hourly)	U.S. Dollar	58.34	135,523.87
L010101	OPERATOR	4,065.60	7.00 Each (hourly)	U.S. Dollar	60.39	245,521.58
RDUTRK06	CAT D350D, 18CY-24CY	1,161.60	2.00 Each (hourly)	U.S. Dollar	74.29	86,295.26
*RFELWH08C	CAT 980 LOADER	580.80	1.00 Each (hourly)	U.S. Dollar	77.43	44,968.44

Notes: *****
 Assume topsoil for restoration available onsite.

1.13.2	50.00 Each	Remove CONEX Storage & Gravel Pads	6.00	Detail	U.S. Dollar	766.11	38,305.63
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1.13.2.1	50.00 Each	Remove & Load CONEX	12.00	Detail	U.S. Dollar	89.36	4,467.92
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
L010101	OPERATOR	41.67	1.00 Each (hourly)	U.S. Dollar	60.39	2,516.25
RHYDCR05	GROVE RT600E 40 TON	41.67	1.00 Each (hourly)	U.S. Dollar	46.84	1,951.67

1.13.2.2	50.00 Each	Remove CONEX Gravel Pads	12.00	Detail	U.S. Dollar	176.75	8,837.71
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
L010101	OPERATOR	41.67	1.00 Each (hourly)	U.S. Dollar	60.39	2,516.25
RDUTRK06	CAT D350D, 18CY-24CY	41.67	1.00 Each (hourly)	U.S. Dollar	74.29	3,095.42
*RFELWH08C	CAT 980 LOADER	41.67	1.00 Each (hourly)	U.S. Dollar	77.43	3,226.04

1.13.2.3	50.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	500.00	25,000.00
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		25,000.00 Each		U.S. Dollar	1.00	25,000.00

Notes: *****
 Assumption: CONEX containers will be accepted locally
 for re-use, and will only require local transport

1.13.3	3,304.00 Acre	Spot Grade Disturbed Areas	16.00	Detail	U.S. Dollar	296.81	980,668.50
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
*RDOZER08	CAT D6 LGP Dozer	8,260.00	4.00 Each (hourly)	U.S. Dollar	58.34	481,847.10
L010101	OPERATOR	8,260.00	4.00 Each (hourly)	U.S. Dollar	60.39	498,821.40

Notes: *****
 Assumption: 9,441 acres total property area.
 Assume that 35% of the area disturbed by construction
 will be regraded.

1.13.4	3,304.00 Acre	Re-Seed With Native Vegetation - Roads & Areas Disturbed By Construction	0.00	Detail	U.S. Dollar	1,000.00	3,304,000.00
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USLANDSCAPE	Landscape Sub		3,304.00 Acre		U.S. Dollar	1,000.00	3,304,000.00

Notes: *****
 Assumption: 9,441 acres total property area.
 Assume that 35% of the area disturbed by construction
 will be re-seeded.

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1.14	1.00 Lump Sum	Contractor Markups	0.00	Detail	U.S. Dollar	16,039,964.50	16,039,964.50
1.14.1	1.00 Lump Sum	Home Office, Project Management (5% Of Cost)	0.00	Detail	U.S. Dollar	4,300,258.60	4,300,258.60
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USMARKUP5	5% Markup		86,005,172.00 Each	U.S. Dollar	0.05	4,300,258.60	
1.14.2	1.00 Lump Sum	Contractor OH & Fee (13% Of Cost)	0.00	Detail	U.S. Dollar	11,739,705.90	11,739,705.90
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USMARKUP	13% Markup		90,305,430.00 Each	U.S. Dollar	0.13	11,739,705.90	
1.15	1.00 Lump Sum	ODOE Applied Contingencies	0.00	Detail	U.S. Dollar	22,563,470.96	22,563,470.96
1.15.1	1.00 Lump Sum	20% Contingency on BESS	0.00	Detail	U.S. Dollar	1,133,992.40	1,133,992.40
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UODCBESS	ODOE 20% Markup		5,669,962.00 Each	U.S. Dollar	0.20	1,133,992.40	
1.15.2	1.00 Lump Sum	1% Performance Bond	0.00	Detail	U.S. Dollar	1,020,451.36	1,020,451.36
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UODOE1	ODOE 1% Markup		102,045,136.00 Each	U.S. Dollar	0.01	1,020,451.36	
1.15.3	1.00 Lump Sum	10% Administrative and Project Management	0.00	Detail	U.S. Dollar	10,204,513.60	10,204,513.60
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UODOE2	ODOE 10% Markup		102,045,136.00 Each	U.S. Dollar	0.10	10,204,513.60	
1.15.4	1.00 Lump Sum	10% Future Development Contingency	0.00	Detail	U.S. Dollar	10,204,513.60	10,204,513.60
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UODOE2	ODOE 10% Markup		102,045,136.00 Each	U.S. Dollar	0.10	10,204,513.60	
Report Total:						124,608,607.18	

Category	Total
Labor	33,029,000.89
Rented Equipment	25,260,582.23
Supplies	86,385.60
Materials	195,120.00
Subcontract	43,315,759.50
Travel-Risk-Adj	152,688.00
ODCs	22,569,070.96

Attachment E. Evidence of Obtaining Bond or Letter of Credit



May 14, 2026

Oregon Department of Energy
Energy Siting Division
550 Capital Street NE
Salem, OR 97301

To Whom it May Concern:

Amazon.com, Inc. ("Amazon"), as the ultimate parent company of Oregon Solar 1, LLC (the "Applicant"), writes in connection with the Applicant's Request for Transfer of the Site Certificate for the Sunstone Solar Project (the "Project") to the Energy Facility Siting Council ("EFSC"). This letter is provided to demonstrate the Applicant's reasonable likelihood of obtaining a bond or letter of credit in a form and amount satisfactory to EFSC, as required under OAR 345-022-0050.

Amazon regularly works with major global financial institutions in connection with letters of credit and surety bonds, including institutions on EFSC's approved list.

Amazon is seeking a letter from Deutsche Bank, which appears on EFSC's list of approved financial institutions, confirming its willingness to provide a bond or letter of credit on behalf of the Applicant in an amount sufficient to meet the estimated cost of facility retirement and site restoration for the Project. That letter will be provided shortly. Amazon is committed to ensuring that adequate financial assurance is in place for the Project and will work diligently with its financial institution to provide the required documentation as promptly as possible.

Very truly yours,

Signed by:
Brandon Oyer
053CF3033002445...

Authorized Signatory
Oregon Solar 1, LLC

Signed by:
Kerry Person
D281E194ABF546A...

Authorized Signatory
Amazon.com, Inc.





Deutsche Bank AG New York Branch
Trade Finance & Lending
1 Columbus Circle, 4th Floor
New York, NY 10019
Fax (646) 736-5752

May 28, 2026

Oregon Department of Energy
550 Capitol St. NE | Salem, OR 97301
Attention: Sarah T. Esterson Senior Policy Advisor

RE: Support Letter

Dear Ms. Esterson:

The Applicant, Oregon Solar 1, LLC (“**OS1**”) is a wholly owned subsidiary of Amazon.com, Inc (“**Company**”). Company is a valued client of Deutsche Bank (“**Issuer**”), and it is our understanding that the Company (as parent of the Applicant, OS1) may be asked to provide a letter of credit in the amount of up to \$124,608,607.18.

Deutsche Bank (rated A / A1 by S&P and Moody’s, respectively) has an ongoing relationship with the Company, including issuing letters of credit from time to time to support the contractual obligations of the Company and its subsidiaries.

Subject to our regular review and acceptance of the terms and conditions of the final contract, the required letter of credit, and overall project arrangements, Issuer is interested in potentially providing a letter of credit to support the Applicant.

For the avoidance of doubt, this letter does not represent or constitute a binding obligation or commitment, offer of financing, or an underwriting commitment by Issuer for any financing, nor should it be construed or relied upon as such by any party. Any arrangement for the final letter of credit is a matter between Company and Issuer and we assume no liability to third parties or to you if, for any reason, we do not provide said letter of credit. The information in this letter is provided as an accommodation to you and shall be kept strictly confidential (except as otherwise required by law). This letter shall not be used by you other than in connection with the related contractual obligations by and among you, the Company, and OS1.

If you have any questions, please do not hesitate to call me at +1 (904) 846-3910.

Signed by:

3963C5C19BF9490...

Yours truly,
Deutsche Bank AG
New York Branch

Signed by:

F37FFEBE69D8410...

Attachment F. Legal Opinion Regarding Authority to Construct and Operate

June 3, 2026

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

Re: Application of Oregon Solar 1, LLC for Site Certificate Amendment

Ladies and Gentlemen:

We have acted as limited counsel to Oregon Solar 1, LLC, a Delaware limited liability company (the “*Company*”), in connection with the Company’s submission to the Oregon Department of Energy, Energy Siting Division (“*ODOE*”) of a Request for Transfer of the Site Certificate for the Sunstone Solar Project (Request for Amendment) (the “*Request for Site Certificate Amendment*”), pursuant to which the Company requests ODOE’s approval of a transfer of the Site Certificate dated November 18, 2024, for the Sunstone Solar Project (the “*Site Certificate*”) from Sunstone Solar, LLC to the Company. The Site Certificate approved the construction and operation of a solar photovoltaic power generation facility and related or supporting facilities in Morrow County, Oregon (the “*Sunstone Solar Project*”). We provide this opinion letter to you at the request of the Company to support the Company’s compliance with Oregon Administrative Rule 345-022-0050(2) in connection with the Request for Site Certificate Amendment. The law covered by the opinions expressed herein is limited to the Delaware Limited Liability Company Act (the “*Delaware LLCA*”).

A. Documents and Matters Examined

In connection with this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents:

A.1 The following documents (the “*Company Entity Documents*”) certified to us by an officer of the Company as being complete and in full force and effect as of the date of this letter: (a) the Certificate of Formation of the Company, certified by the Delaware Secretary of State as of June 2, 2026, (b) the Limited Liability Company Agreement of the Company dated December 30, 2025, and (c) the Bylaws of the Company dated December 30, 2025.

A.2 Records certified to us by an officer of the Company as constituting the records of proceedings and actions of the board of managers of the Company relevant to the opinions set forth in this letter.

A.3 A Certificate dated June 2, 2026, issued by the Delaware Secretary of State stating that the Company is in good standing and has a legal existence (the “*Public Authority Document*”).

A.4 Certificate of the Company as to certain factual matters relevant to this opinion letter (the “*Opinion Certificate*”).

The documents listed in paragraphs A.1 through A.4 are collectively referred to as the “*Authority Documents*.” We have examined only the foregoing documents for purposes of this opinion letter.

B. Certain Assumptions

For purposes of this opinion letter, we have relied on the following assumptions:

B.1 Each Authority Document and other document examined by us is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

B.2 All public records (including their due and proper recordation or filing, and their due and proper indexing) are accurate and complete.

B.3 All representations and statements contained in all documents, instruments, and certificates that we have examined in connection with this opinion letter are accurate and complete.

B.4 The Company: (a) is duly formed, validly existing and, where applicable, in good standing as a limited liability under the law of the jurisdiction of its formation; and (b) has all necessary power to execute and deliver, and to consummate the transactions effected by (including, without limitation, the construction and operation of the Sunstone Solar Project), the Request for Site Certificate Amendment and each of documents related thereto (collectively, the “*Site Certificate Amendment Documents*”).

B.5 Each entity whose authorization or consent is required for the Company to be authorized to execute and deliver the Site Certificate Amendment Documents and to consummate the transactions effected thereby (including, without limitation, the construction and operation of the Sunstone Solar Project): (i) is existing and, where applicable, in good standing under the laws of the jurisdiction of its formation, (ii) has all necessary power and authority to authorize or consent to such actions, and (iii) has authorized or consented to, by all necessary action on its part, the execution and delivery by the Company of, and the consummation of the transactions effected by including, without limitation, the construction and operation of the Sunstone Solar Project), the Site Certificate Amendment Documents.

B.6 Each of the Authority Documents is in full force and effect, is enforceable against the parties thereto, and has not been modified, amended, assigned or terminated in whole or in part.

B.7 We draw your attention to the fact that the Company is a Delaware limited liability company. Our lawyers are admitted to practice in the State of Oregon, but not in the State of Delaware. Accordingly, as to matters of Delaware law other than the Delaware LLCA,

including without limitation matters that flow from the validity and interpretation of the Company Entity Documents, we have assumed with your permission that there exists no difference between Delaware law and Oregon law that would be material to the opinions rendered below.

In connection with the opinions in this opinion letter, we have relied without investigation or analysis on information in the Public Authority Document. Except to the extent the information constitutes a statement, directly or in practical effect, of any legal conclusion at issue, we also have relied, without investigation or analysis, on the information contained in the Opinion Certificate.

Whenever a statement herein is qualified by the phrase “to our knowledge,” or by any other similar phrase, or where it is noted that nothing has been brought to our attention, it is a limitation that means that the opinion is based solely on the conscious awareness of information by one or more of the following persons: (i) the lawyer who signs this opinion letter on our behalf, and (ii) the lawyers at our firm who have been actively involved in preparing and/or negotiating the Site Certificate Amendment Documents or preparing this opinion letter. Such phrases do not imply that we have undertaken an independent investigation to determine the accuracy of the matters covered by any such statement and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation. No inference as to our knowledge of any matters bearing on the accuracy of the facts underlying any such statement should be drawn from the fact of our representation of the Company.

We are not general counsel to the Company, and are not generally familiar with its affairs, the contracts and agreements to which it is party, or any litigation, actions or proceedings pending or threatened against it.

C. Opinion

Based on and subject to the preceding examinations, assumptions, and other provisions, and also subject to the qualifications, exclusions, and other limitations stated or referred to in this opinion letter, we are of the opinion that:

C.1 To our knowledge, subject to the Company meeting all of the requirements of any applicable federal, state or local laws (including any rules or regulations promulgated thereunder), the Company has the limited liability company authority to construct and operate the Sunstone Solar Project without violating the Company Entity Documents.

D. Certain Qualifications and Exclusions

The opinions set forth in this opinion letter are subject to the following qualifications and exclusions:

D.1 Our opinions may be limited by the effects of bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent or avoidable transfer or obligation,

recharacterization of transactions and other similar laws, and the effects of general principles of equity, whether considered in a proceeding at law or in equity.

D.2 We express no opinion as to the effect of, or compliance with, the effect of or compliance with (a) international treaties or conventions; or (b) laws, rules, regulations, or decisions (i) involving land use, zoning, water rights, subdivision, environmental, health and safety, building code or human disabilities (including whether any governmental permits, approvals, authorizations, or filings are required in connection with the use of, operations on, or development of the Sunstone Solar Project or the construction of improvements thereon), (ii) of counties, towns, municipalities, and special political subdivisions, (iii) that as a matter of customary practice are understood to be covered only when expressly referenced by the opinion giver; or (c) federal law, rules, regulations, or decisions.

This opinion letter is to be interpreted in accordance with customary practice as to the matters addressed, the meaning of the language used and the scope and nature of the work we have performed.

This opinion letter is delivered as of its date and without any undertaking to advise you of any changes of law or fact that occur after the date of this opinion letter even though the changes may affect the legal analysis, a legal conclusion or information confirmed in this opinion letter. No opinions are implied beyond those expressly stated in this opinion letter. We have no responsibility or obligation to update this opinion letter, to consider its applicability or correctness as to any person other than its addressee, or to take into account changes in law, facts or any other development of which we may later become aware.

This opinion letter is rendered only to you and is solely for your benefit in connection with the Request for Site Certificate Amendment. This opinion letter may not be used or relied on for any other purpose or by any other person without our prior written consent.

Very truly yours,

A handwritten signature in blue ink that reads "Davis Wright Tremaine LLP". The signature is written in a cursive, flowing style.

Davis Wright Tremaine LLP

CERTIFICATE OF OFFICER
of
OREGON SOLAR 1, LLC

By this certificate, dated as of June 03, 2026 the undersigned certifies to Davis Wright Tremaine LLP (“*DWT*”) as follows:

1. **Capacity.** I am the President of Oregon Solar 1, LLC, a Delaware limited liability company (the “*Company*”), and in such capacity I have personal knowledge of the affairs of the Company and believe that I am aware of all material matters affecting the Company, including, without limitation, all material matters of a business, financial or legal nature and all material matters affecting the certifications made in this certificate, after making such inquiries of others as I believe necessary in order to knowledgeably make those certifications.

2. **Transaction Documents.** This certification is made in connection with the Request for Transfer of the Site Certificate for the Sunstone Solar Project (Request for Amendment) submitted by the Company to the Oregon Department of Energy, Energy Siting Division (“*ODOE*”) of a Request for Transfer of the Site Certificate for the Sunstone Solar Project (Request for Amendment) (the “*Request for Site Certificate Amendment*”), pursuant to which the Company requests ODOE’s approval of a transfer of the Site Certificate dated November 18, 2024, for the Sunstone Solar Project (the “*Site Certificate*” and together with the Request for Site Certificate Amendment and any other documents executed in connection therewith, the “*Site Certificate Amendment Documents*”) from Sunstone Solar, LLC to the Company. I am generally familiar with the terms and provisions of the Site Certificate Amendment Documents and the Company’s obligations thereunder and have made such inquiry of persons as I have deemed appropriate to verify or confirm the statements contained in this certificate.

3. **Legal Opinion – Reliance.** DWT has been requested to provide a legal opinion on behalf of the Company in connection with the Company’s submission of the Request for Site Certificate Amendment and the transactions contemplated thereby (including, without limitation, the construction and operation of the Sunstone Solar Project). This certificate is made to provide certain factual and other information that I understand DWT will rely upon in rendering its legal opinion on behalf of the Company.

4. **Existence—Organizational Documents.** The Company’s certificate of formation was filed with the Secretary of State of the State of Delaware on December 29, 2025 and a true and correct copy, including all amendments, is attached as *Exhibit A* (the “*Certificate of Formation*”). A true and correct copy of the Company’s limited liability company operating agreement is attached as *Exhibit B* (the “*LLC Agreement*”) A true and correct copy of the Company’s bylaws is attached as Exhibit A to the LLC Agreement (the “*Bylaws*” and together with the Certificate of Formation and the LLC Agreement, the “*Company Entity Documents*”). No actions have been taken, or are contemplated, by the Company’s members or board of managers to amend, rescind or otherwise modify the Company Entity Documents. The documents attached as *Exhibit A* and *Exhibit B* are complete and in full force and effect on the date of this certificate. The Company has not adopted a plan of liquidation or otherwise taken, or omitted to take, any action the effect of which could reasonably be expected to cause the dissolution or liquidation of the Company or its business and assets.

5. **Authorizing Resolutions.** Attached as *Exhibit C* is a true, correct and complete copy of resolutions duly adopted by the board of managers the Company by unanimous written consent. Those resolutions have not been amended, modified or revoked and are in full force and effect on the date of this certificate. No other member or manager resolutions concerning the transactions and the documents described in those resolutions have been adopted. The individual signing the document attached as *Exhibit C* is the sole duly elected and serving manager of the board of managers of the Company.

6. **Pending and Threatened Legal Actions and Proceedings.** There are no actions or proceedings against the Company pending before any court, governmental agency or arbitrator, or overtly threatened in writing. In determining that there are no threatened actions or proceedings, I have made inquiries of other officers or employees of the Company who would be likely to know of any such threatened actions or proceedings.

7. **No Conflict with Other Agreements or Orders.** The execution, delivery and performance by the Company of its obligations and agreements under the Site Certificate Amendment Documents (including, without limitation, the construction and operation of the Sunstone Solar Project) do not: (a) breach, or result in a default under, any existing obligation of the Company under any material agreement or instrument to which the Company is a party including, without limitation, the Company Entity Documents; or (b) breach or otherwise violate any existing obligation of the Company under any court or administrative order that names the Company and is specifically directed to it or its property. In reaching this conclusion, I have reviewed or am generally familiar with the Company's significant agreements, such as those with its bank or other lenders and agreements with the Company's customers and suppliers under which the Company has significant obligations or rights.

8. **Reliance on Other Certificates.** In addition to this certificate, in providing its legal opinions, DWT may rely on any other certificate provided by the Company or by any officer, member or manager of the Company to any party in connection with the Site Certificate Amendment Documents.

[Signature Page Follows]

I certify as to the foregoing as of the date first set forth above.

OREGON SOLAR 1, LLC,
a Delaware limited liability company

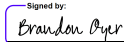
By:  _____
Name: Brandon Oyer
Title: President

EXHIBIT A

Certificate of Formation

[Follows this page]

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "OREGON SOLAR 1, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2025, AT 4:52 O`CLOCK P.M.



C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10453633 8100
SR# 20255019995

Authentication: 205744782
Date: 12-29-25

You may verify this certificate online at corp.delaware.gov/authver.shtml

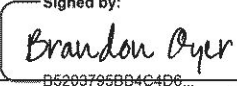


**CERTIFICATE OF FORMATION
OF
OREGON SOLAR 1, LLC**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.), hereby certifies that:

1. The name of the limited liability company is Oregon Solar 1, LLC.
2. The address of its registered office in the State of Delaware is: 251 Little Falls Drive, Wilmington, County of New Castle, Delaware 19808-1674. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 29, 2025.

Signed by:

B6200795BB4C4D6...

 Brandon Oyer, Authorized Person



EXHIBIT B

Limited Liability Company Operating Agreement

[Follows this page]

LIMITED LIABILITY COMPANY AGREEMENT
OF
OREGON SOLAR 1, LLC
A Delaware Limited Liability Company

Dated as of:
December 30, 2025

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SCHEDULE I - Identification of Members, Addresses, and Capital Contributions

EXHIBIT A - Bylaws



LIMITED LIABILITY COMPANY AGREEMENT

OF

OREGON SOLAR 1, LLC

THE UNDERSIGNED is executing this Limited Liability Company Agreement (this “Agreement”) effective as of December 30, 2025 in the furtherance of the formation of a limited liability company (the “Company”) pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (as amended and in effect from time to time, the “Delaware Act”), and does hereby agree as follows:

1. Name; Formation. The name of the Company is Oregon Solar 1, LLC, or such other name as the Members may from time to time hereafter designate. The Company was formed under and pursuant to the provisions of the Delaware Act and on the terms and conditions set forth in the documents as filed with the Secretary of State of the State of Delaware.

2. Definitions; Rules of Construction. In addition to terms otherwise defined herein, the following terms are used herein as defined below:

“Board of Managers” means the board of managers referenced in Section 7 hereof.

“Bylaws” shall mean the Bylaws of the Company as amended from time to time which Bylaws are expressly incorporated herein by reference as part of this Agreement. The initial Bylaws of the Company are attached hereto as **Exhibit A** and are hereby adopted and approved by the Members.

“Capital Contribution” means, with respect to any Member, the amount and/or agreed value of money, promissory obligations, property or services (if any) contributed by such Member to the Company in accordance with Section 8 hereof (the amount or agreed value of which is set on the books and records of the Company).

“Company” shall have the meaning in the preamble.

“Delaware Act” shall have the meaning in the preamble.

“Indemnified Person” means each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including as a witness) in any Proceeding that such person may at any time become subject to or liable for by reason of the fact that he or she is or was a Manager or officer of the Company or that, being or having been such a Manager or officer of the Company, he or she is or was serving at the request of the Company as a manager, director, officer, employee, or agent of, or in an executive, management, or observer role with respect to, another limited liability company, corporation, partnership, non-profit, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as such a Manager or officer of the Company or in any other capacity while serving as such a Manager or officer of the Company.

“Interest” means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member’s Percentage Interest in profits, losses, allocations and distributions, (ii) such Member’s right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Delaware Act and (iii) such Member’s other rights and privileges as provided herein or in the Delaware Act.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

“Liquidator” means the remaining Managers or, if there is no remaining Manager, such person as designated by a Majority in Interest of the Members, authorized to wind up the business and affairs of the Company following dissolution pursuant to Section 14 hereof.

“Majority in Interest of the Members” means Members whose Percentage Interests aggregate to greater than fifty percent (50%) of the Percentage Interests of all Members.

“Manager” means a member of the Board of Managers as designated in, or selected pursuant to, Section 7 hereof. Each Manager shall constitute a ‘manager’, as such term is defined in Section 18-101 of the Delaware Act.

“Members” means all persons or entities admitted as Members pursuant to this Agreement, so long as they remain Members. Reference to a “Member” means any one of the Members.

“Percentage Interest” means, with respect to each Member, the percentage set forth opposite such Member’s name on **Schedule I**, as such Schedule shall be amended from time to time in accordance with the provisions hereof. The combined Percentage Interests of all Members shall at all times equal one hundred percent (100%).

“Proceeding” means any actual, threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative.

“Regulations” means the regulations promulgated under the Internal Revenue Code.

“Transfer” means the sale, assignment, pledge or otherwise transfer or encumbrance of all or any part of an Interest.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words “hereof,” “herein,” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. Purpose. The purpose of the Company shall be to engage in any lawful business and other activities that may be engaged in by a limited liability company organized under the Delaware Act, such business activities being determined by the Board of Managers from time to time.

4. Offices.

(a) The principal office of the Company, and such additional offices as the Board of Managers may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Board of Managers may designate from time to time.

(b) The registered office of the Company in the State of Delaware is located at 251 Little Falls Drive, Wilmington, County of New Castle, Delaware 19808-1674. The registered agent of the Company for service of process at such address is the Corporation Service Company. Such registered office or registered agent may be changed by the Board of Managers from time to time.

5. Members. The name and business, mailing or residence address of each Member of the Company are as set forth on **Schedule I** attached hereto, as the same may be amended from time to time.

6. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 14 of this Agreement.

7. Management of the Company.

(a) Subject to the delegation of rights and powers as provided for herein and in the Bylaws, the Board of Managers shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company. No Member, by reason of its status as such, shall have any authority to act for or bind the Company individually, but shall have only the right to vote on or approve the actions specified herein, in the Bylaws or in the Delaware Act to be voted on or approved by the Members. At any time that there is only one Member, any and all action provided for herein or in the Bylaws to be taken or approved by the "Members" shall be taken or approved by the sole Member.

(b) Without limitation of Section 7(a), the powers of the Board of Managers shall include the power to do or cause the Company to do any of the following:

(i) expend Company funds in connection with the operation of the business of the Company or otherwise pursuant to this Agreement;

(ii) employ and dismiss any and all officers, employees or independent contractors or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion;

(iii) prosecute, settle or compromise all claims against third parties, defend, compromise, settle or accept judgment on claims against the Company and execute all documents and make all representations, admissions and waivers in connection therewith;

(iv) borrow money on behalf of the Company from any person, issue promissory notes, drafts and other negotiable and non-negotiable instruments and evidences of indebtedness, secure payment of any such indebtedness by mortgage, pledge or assignment of property of the Company, whether at the time owned or thereafter acquired, and guarantee the obligations of others;

(v) hold, receive, mortgage, pledge, lease, transfer, exchange, otherwise dispose of, grant options with respect to, and otherwise deal in and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to all property of whatever nature held or owned by, or licensed to, the Company;

(vi) have and maintain one or more offices at such place or places as is determined by the Board of Managers;

(vii) open, maintain and close bank accounts, money market accounts or investment, custody or other financial accounts and draw checks and other orders for the payment of monies;

(viii) engage accountants, custodians, consultants and attorneys and any and all other agents and assistants (professional and nonprofessional) and pay such compensation in connection with such engagements that the Board of Managers determines is appropriate;

(ix) maintain such insurance relating to the business of the Company, upon such terms as the Board of Managers determines is appropriate; and

(x) enter into, execute, make, amend, supplement, acknowledge, deliver and cause the Company to perform any and all contracts, agreements, licenses and other instruments,

undertakings and understandings that the Board of Managers determines are necessary, appropriate or incidental to carrying on the business and affairs of the Company.

(c) The Company shall have such officers as are provided for in the Bylaws, and such officers shall be elected, removed and perform such functions as are provided in the Bylaws. The Board of Managers may delegate to any officer of the Company or to any such other person or entity such authority to act on behalf of the Company as the Board of Managers may from time to time deem appropriate in its sole discretion. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Board of Managers.

(d) Except as otherwise provided by the Board of Managers or in the Bylaws, when the taking of such action has been authorized by the Board of Managers, any Manager or officer of the Company, or any other person specifically authorized by the Board of Managers, may execute any contract or other agreement or document on behalf of the Company and may execute on behalf of the Company and file with the Secretary of State of the State of Delaware any certificates or filings provided for in the Delaware Act. If a person (whether or not then an officer of the Company) executes a document, on behalf of and as an officer of the Company, and such document provides that it will be effective at a future time (including a time determined upon the happening of an event), then such person shall be deemed to have executed such document as an officer of the Company at such future time so long as such person is then an officer of the Company.

(e) The Board of Managers shall consist of one (1) Manager or such other number as the Members shall determine. The Board of Managers shall initially be composed of the following individual: Brandon Oyer.

Vacancies on the Board of Managers from whatever cause shall be filled by a vote of a Majority in Interest of the Members. Each Manager shall hold office until the next succeeding annual meeting and until his or her successor is elected and qualified or until his or her earlier resignation, removal, incapacity or death, except that in the event the Company does not hold annual meetings, each Manager shall hold office indefinitely until his or her successor is elected and qualified or until his or her earlier resignation, removal, incapacity or death. Managers can be removed with or without cause by a vote of a Majority in Interest of the Members. Determinations to be made by the Managers in connection with the conduct of the business of the Company shall be made in the manner provided in the Bylaws, unless otherwise specifically provided herein.

8. Capital Contributions; Capital Accounts; Allocations; Administrative Matters; Certificates.

(a) The Member has contributed to the Company the cash, property, services or promissory obligations set forth on the books and records of the Company. Except as otherwise agreed by all Members or legally required, the Member shall have no right or obligation to make any further Capital Contributions to the Company. Persons or entities hereafter admitted as Members of the Company shall make such contributions of cash, promissory obligations, property or services to the Company as shall be determined by the Members, acting unanimously, at the time of each such admission.

(b) Unless otherwise determined by the Board of Managers, if at any time the Company has only one Member for federal income tax purposes, it is the intention of the Board of Managers that the Company shall be disregarded for federal and, where applicable, state, local and foreign income tax purposes and all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

(c) Unless otherwise determined by the Board of Managers, at all times that the Company has more than one Member for federal income tax purposes, it is the intention of the Board of Managers that the Company shall be taxed as a "partnership" for federal, state, local and foreign income tax purposes. In such case, but only in such case, the following provisions shall apply:

(i) A single, separate capital account shall be established and maintained for each Member. Each Member's capital account shall be credited with the amount of money and the

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fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company; the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property); and such Member's distributive share of Company profits (including tax exempt income). Each Member's capital account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member; the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution); and such Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(ii) Notwithstanding any provision of this Agreement to the contrary, each Member's capital account shall be maintained and adjusted in accordance with the Internal Revenue Code, and the Regulations, including, without limitation, (x) the adjustments permitted or required by Internal Revenue Code Sections 704(b) and, to the extent applicable, the principles expressed in Internal Revenue Code Section 704(c) and (y) adjustments required to maintain capital accounts in accordance with the "substantial economic effect" test set forth in the Regulations under Internal Revenue Code Section 704(b), including provisions applicable to minimum gain chargebacks and adjusted capital account deficits. In the event that any special allocations are required pursuant to the foregoing clause (y), to the maximum extent permitted under such Regulations, subsequent items shall be allocated in such a manner as to offset the impact of such special allocations. No Member shall have any obligation to contribute any amount to the Company in the event of a negative balance in its capital account, and the Members intend to use a "qualified income offset" provision as defined in Section 1.704-1(b)(2)(ii)(d) of the Regulations.

(iii) Any Member, including any substitute Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to such Member of all or a part of the Interest of another Member, shall have a capital account that reflects the capital account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an Interest).

(iv) Except as otherwise required pursuant to this Section 8(c), all items of Company income, gain, loss, deduction, credit or the like shall be allocated among the Members in accordance with their respective Percentage Interests.

(d) The Board of Managers shall amend **Schedule I** from time to time to reflect the Capital Contribution and Interest in the Company of each Member. At its discretion, the Board of Managers may also issue to a Member a certificate evidencing such Member's initial Interest in the Company in a form approved by the Board of Managers. If issued, each certificate shall be executed by the President or any Vice President and the Secretary or any Assistant Secretary (or other persons designated by the Board of Managers or in the Bylaws).

(e) Except as otherwise established by the Board of Managers and unless otherwise required pursuant to the Internal Revenue Code or the Regulations, the fiscal year of the Company shall be the calendar year. The books and records of the Company shall be maintained in accordance with generally accepted accounting principles.

(f) To the extent the Company is eligible, it shall make an election under Section 6221(b) of the Internal Revenue Code. To the extent the Company is not eligible to make the aforementioned election, and only as required under the Internal Revenue Code or the Regulations, the Board of Managers shall appoint one of the Members to constitute the "partnership representative" as such term is defined in Section 6223 of the Internal Revenue Code. Each Member agrees to reasonably cooperate with and to do or refrain from doing any or all things reasonably requested by such Member or other person in connection with (1) such Member's or other person's duties as partnership representative, and (2) in the event there is no

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partnership representative, any administrative or judicial proceeding related to any tax.

9. Assignments of Interests.

- (a) No Member may Transfer all or any part of its Interest in the Company, and no transferee of all or any part of the Interest of a Member shall be admitted as a substituted Member, without, in either event, having obtained the prior written consent of all other Members.
- (b) The Board of Managers shall amend Schedule I from time to time to reflect transfers made in accordance with, and as permitted under, this Section 9. Any purported transfer in violation of this Section 9 shall be null and void and shall not be recognized by the Company.

10. Resignation. No Member shall have the right to resign from the Company except with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the resigning Member. The provisions hereof with respect to distributions upon resignation are exclusive and no Member shall be entitled to claim any further or different distribution upon resignation under Section 18-604 of the Delaware Act or otherwise.

11. Additional Members. The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Board of Managers shall amend **Schedule I** to reflect the name, address and Capital Contribution of any additional Member and any agreed upon changes in Percentage Interests.

12. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board of Managers may determine. Except as otherwise provided in Section 15 hereof, distributions shall be made to the Member or Members pro rata in accordance with their respective Percentage Interests.

13. Return of Capital. No Member or Manager shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company at the absolute discretion of the Board of Managers, subject to the requirements of the Delaware Act.

14. Dissolution. The Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

- (a) The determination of Majority in Interest of the Members to dissolve the Company;
- (b) The sale or other disposition of all or substantially all of the assets of the Company in one transaction or a series of related transactions; or
- (c) The occurrence of any event causing a dissolution of the Company under Section 18-801 of the Delaware Act, unless the Company is continued as permitted under the Delaware Act.

15. Winding Up of the Company. If the Company is dissolved pursuant to Section 14 hereof, the Liquidator shall proceed to wind up the business and affairs of the Company upon such terms, price and conditions as are determined by the Liquidator in accordance with the terms hereof and the requirements of the Delaware Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions, including so as to avoid undue loss in connection with sale of Company assets. This Agreement shall remain in full force and effect and continue to govern the rights and obligations

of the Members and Managers and the conduct of the Company during the period of winding up the Company's affairs. The Liquidator, if other than a Manager, shall have and may exercise, without further authorization or consent of Members, all of the powers conferred upon the Managers under the terms of this Agreement 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. 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) to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or by the establishment of reserves of cash or other assets of the Company for contingent liabilities in amounts, if any, determined by the Liquidator to be appropriate for such purposes), other than liabilities for distributions to Members and former Members under Section 18-601 or 18-604 of the Delaware Act;

(b) to Members and former Members in satisfaction of liabilities for distributions under Section 18-601 or 18-604 of the Delaware Act; and

(c) thereafter to the Member or, if the Company has more than one Member, to Members in proportion to the positive balances of their respective capital accounts (determined after allocating all income, gain, deduction, loss and other like items arising in connection with the liquidation of Company assets and otherwise making all capital account adjustments required by Section 8(c)).

Notwithstanding the provisions of this Section 15 which require the liquidation of the assets of the Company, if on dissolution of the Company, the Liquidator determines that a prompt sale of part or all of the Company's assets would be impractical or would cause undue loss to the value of Company assets, the Liquidator may defer for a reasonable time (up to three (3) years) the liquidation of any assets, except those necessary to timely satisfy liabilities of the Company (other than those to Members), and/or may distribute to the Members, in lieu of cash, as tenants in common undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such in-kind distributions shall be made in accordance with the priorities referenced in this Section 15 and be subject to such other conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time. The Liquidator shall determine the value of any property distributed in kind using such reasonable methods of valuation as it may adopt.

Upon the completion of the distribution of the assets of the Company as provided in this Section 15, the Company shall be terminated, and the Liquidator shall cause the cancellation of the Company's certificate of formation and all qualifications of the Company as a foreign limited liability company and shall take such other actions as may be necessary to terminate the Company.

16. Limitation on Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager and/or officer.

17. Standard of Care; Indemnification of Managers, Officers, Employees and Agents.

(a) No Manager or officer of the Company shall have any personal liability whatsoever to the Company or any Member on account of such Manager's or officer's status as a Manager or officer or by reason of such Manager's or officer's acts or omissions in connection with the conduct of the business of the Company; provided, however, that nothing contained herein shall protect any Manager or officer against any liability to the Company or the Members to which such Manager or officer would otherwise be subject

by reason of (i) any act or omission of such Manager or officer that involves actual fraud or willful misconduct or (ii) any transaction from which such Manager or officer derived improper personal benefit.

(b) The Company shall indemnify and hold harmless each Indemnified Person against any and all losses, claims, damages, expenses and liabilities (including, but not limited to, any investigation, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding or claim) of any kind or nature whatsoever (including, without limitation, indemnification against negligence, gross negligence or breach of duty); provided, however, that no Indemnified Person shall be entitled to indemnification if and to the extent that the liability otherwise to be indemnified for results from (i) any act or omission of such Indemnified Person that involves actual fraud or willful misconduct or (ii) any transaction from which such Indemnified Person derived improper personal benefit. The indemnities provided hereunder shall survive dissolution and termination of the Company. Each Indemnified Person shall have a claim against the property and assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of any distributions by the Company to Members. Costs and expenses that are subject to indemnification hereunder shall, at the request of any Indemnified Person, be advanced by the Company to or on behalf of such Indemnified Person prior to final resolution of a matter, so long as such Indemnified Person shall have provided the Company with a written undertaking to reimburse the Company for all amounts so advanced if it is ultimately determined that the Indemnified Person is not entitled to indemnification hereunder.

(c) The contract rights to indemnification and to advancement of expenses conferred in this Section 17 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, agreement, vote of the Managers or otherwise.

(d) The Company may maintain insurance, at its expense, to protect itself and any Manager, officer, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware Act. The Company, without further Member approval, may enter into contracts with any Manager, officer, employee, or agent in furtherance of the provisions of this Section 17 and may create a trust fund, grant a security interest, or use other means (including a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Section 17. In the event of any conflict or inconsistency between any such agreement and the provisions of this Section 17, the provisions of such agreement, to the extent providing additional indemnification rights to an Indemnified Person, shall control; provided that the Members have approved the form of such agreement.

(e) The Company may, to the extent authorized from time to time by the Board of Managers, grant rights to indemnification and to advancement of expenses to any employee or agent of the Company, with the same scope and effect as the provisions of this Section 17 with respect to the indemnification and advancement of expenses of Managers and officers of the Company, including employees or agents serving at the request of the Company as a manager, officer, employee, or agent of, or in an executive, management, or observer role with respect to, another limited liability company, corporation, partnership, non-profit, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan; provided, however, that an undertaking to reimburse the Company for advancement of expenses shall be made by an employee or agent only if required by the Board of Managers.

(f) Any person who is or was a Manager, officer, or employee of the Company who is or was appointed, elected, or designated by the Company to serve (a) as a manager, director or officer of another company of which any of the shares entitled to vote in the election of its directors or managers is held by the Company or (b) in an executive or management capacity in another limited liability company, corporation, partnership, non-profit, joint venture, trust or other enterprise of which the Company or a wholly owned subsidiary of the Company is a general partner or has an ownership interest shall be deemed

to be so serving at the request of the Company and entitled to indemnification and advancement of expenses with respect to any proceeding arising by reason of the fact that he or she is or was serving in such capacity to the same extent as a Manager or officer of the Company under subsection 17(b).

(g) Notwithstanding the foregoing provisions of this Section 17, the Company shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such Indemnified Person only if such proceeding (or part thereof) was authorized by the Board of Managers of the Company; provided, however, that an Indemnified Person shall be entitled to reimbursement of his or her reasonable counsel fees with respect to a proceeding (or part thereof) initiated by such Indemnified Person to enforce his or her right to indemnity or advancement of expenses under the provisions of this Section 17 to the extent the Indemnified Person is successful on the merits in such proceeding (or part thereof).

18. Amendments. This Agreement may be amended upon the written consent by a Majority in Interest of the Members or by the Board of Managers. Notwithstanding any amendment to Section 17 hereof, or of any amendment or repeal of any of the procedures that may be established by the Board of Managers pursuant to Section 17 hereof, any Indemnified Person shall be entitled to indemnification in accordance with the provisions hereof and thereof with respect to any acts or omissions of such Indemnified Person as such provisions hereof and thereof were in effect at the time of such act or omission.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. This Agreement constitutes an agreement of or among the Members and between the Company and each Member.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement dated as of the date first set forth above.

SOLE MEMBER:

AMAZON ENERGY LLC

Signed by:
Brandon Oyer
By: _____
Name: B6202706BB4C4D6... _____
Title: _____



SCHEDULE I

Member

Name & Address:

Amazon Energy LLC
410 Terry Avenue North
Seattle, WA 98109

Capital Contribution:

\$100.00

Percentage Interest:

100%



EXHIBIT A
BYLAWS
OF
OREGON SOLAR 1, LLC
INTRODUCTION

A. Agreement. These Bylaws, effective as of December 30, 2025, shall be subject to the Limited Liability Company Agreement of Oregon Solar 1, LLC, a Delaware limited liability company (the “Company”), as from time to time in effect (the “Agreement”). In the event of any inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall control.

B. Definitions. Capitalized terms used herein and not herein defined are used as defined in the Agreement.

SECTION 1 MEMBERS

1.1 Annual Meeting

The Board of Managers of the Company (the “Board”) may determine to hold annual meetings of the Members. Any such annual meeting of Members shall be held each year within the fiscal year following the fiscal year end of the Company, at a date, time, and location determined by resolution of the Board for the purpose of electing Managers and transacting such other business as may properly come before the meeting.

1.2 Special Meetings

The President, the Secretary, or, by applicable resolution, the Board may call special meetings of the Members for any purpose. Holders of not less than 10% of the Percentage Interest of the Company may call special meetings of the Members for any purpose by giving notice to the Company as specified in the subsections below.

1.3 Place of Meeting

All meetings shall be held at the principal office of the Company or at such other place within or without the State of Delaware designated by the Board, by any persons entitled to call a meeting hereunder, or in a waiver of notice signed by all the Members entitled to notice of the meeting. The Board may, in its sole discretion, determine that any meeting shall not be held at any place, but instead will be held solely by means of remote communication.

1.4 Notice of Meeting

Notice of the place, if any, date, and time of all meetings of the Members and the means of remote communication, if any, by which Members and proxyholders may be deemed to be present in person and vote at such meeting shall be given, not less than 10 nor more than 60 calendar days before the date on which the meeting is to be held, to each Member entitled to vote at such meeting, except as otherwise provided herein or the Agreement. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof and the means of remote communication, if any, by which Members and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than 30 calendar days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, notice of the place, if any, date, and time

of the adjourned meeting and the means of remote communication, if any, by which Members and proxyholders may be deemed to be present in person and vote at such adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

1.5 Manner of Giving Notice; Affidavit of Notice

Written notice of any meeting of Member, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the Member at the address of such Member as it appears in the records of the Company. Without limiting the manner by which notice otherwise may be given effectively to Members, notice to Members under these Bylaws, the Agreement, the Delaware Act, or otherwise may be given by email or any other form of electronic transmission that satisfies the requirements of the Delaware Act.

An affidavit of the Secretary, an Assistant Secretary, the transfer agent, or other agent of the Company that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

1.6 Waiver of Notice

1.6.1 Waiver in Writing or by Electronic Transmission

Whenever any notice is required to be given to any Member under the provisions of these Bylaws, the Agreement, or the Delaware Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

1.6.2 Waiver by Attendance

The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when a Member attends a meeting for the express purpose of objecting and does object, at the beginning of the meeting or upon arrival, to the transaction of any business because the meeting is not lawfully called or convened. A Member waives objection to consideration of a particular matter that is not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

1.7 Fixing of Record Date for Determining Members

1.7.1 Meetings

For the purpose of determining Members entitled to notice of and to vote at any meeting of Members or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall be not more than 60 nor less than 10 calendar days before the date of such meeting. If no record date is fixed by the Board, the record date for determining Members entitled to notice of and to vote at a meeting of Members shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Members of record entitled to notice of and to vote at the meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

1.7.2 Consent to Company Action Without a Meeting

For the purpose of determining Members entitled to consent to Company action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall be not more than 10 calendar days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date is fixed by the Board, the record date for determining Members entitled to consent to Company action in writing without a meeting, when no prior action by the Board is required, shall be the first date on which

a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Company having custody of the records of proceedings of meetings of Members. Delivery made to the Company's registered office shall be by hand or by certified or registered mail, return receipt requested.

1.7.3 Distributions, and Other Rights

For the purpose of determining Members entitled to receive payment of any distribution or allotment of any rights or the Members entitled to exercise any rights in respect of any change, conversion, or exchange of Interest, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall be not more than 60 calendar days prior to such action. If no record date is fixed by the Board, the record date for determining Members for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

1.8 Quorum

A Majority in Interest of the Members, present in person or represented by proxy at the meeting, shall constitute a quorum at a meeting of the Members. If less than a quorum is represented at a meeting, the chairman of the meeting, or a majority of the Percentage Interest so represented, may adjourn the meeting from time to time without further notice. If a quorum is present or represented at a reconvened meeting following such an adjournment, any business may be transacted that might have been transacted at the meeting as originally called. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

1.9 Manner of Acting

In all matters, if a quorum is present, the affirmative vote of the Majority in Interest of the Members shall be the act of the Members, unless the vote of a greater number is required by the Delaware Act, the Agreement or these Bylaws.

1.10 Proxies

1.10.1 Appointment

Each Member entitled to vote at a meeting of Members or to express consent or dissent to Company action in writing without a meeting may authorize another person or persons to act for such Member by proxy. Such authorization may be accomplished by (a) the Member or such Member's authorized officer, director, employee, or agent executing a writing or causing his or her signature to be affixed to a writing by any reasonable means, including facsimile signature or (b) electronic transmission to the intended holder of the proxy or to a proxy solicitation firm, proxy support service, or similar agent duly authorized by the intended proxy holder to receive such transmission; provided that any such electronic transmission must either set forth or be accompanied by information from which it can be determined that the electronic transmission was authorized by the Member. Any copy, facsimile telecommunication, or other reliable reproduction of the writing or transmission by which a Member has authorized another person to act as proxy for such Member may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication, or other reproduction shall be a complete reproduction of the entire original writing or transmission.

1.10.2 Delivery to Company; Duration

A proxy shall be filed with the Secretary before or at the time of the meeting or the delivery to the Company of the consent to Company action in writing. A proxy shall become invalid three years after the date of its execution unless otherwise provided in the proxy. A proxy with respect to a specified meeting shall entitle

the holder thereof to vote at any reconvened meeting following adjournment of such meeting but shall not be valid after the final adjournment thereof.

1.11 Voting for Managers

Each vacancy on the Board for Managers shall be filled in the manner required by the Agreement.

1.12 Action by Members Without a Meeting

Except as provided in the Agreement, any action that may be taken at any meeting of Members (including any annual meeting of Members) may be taken without a meeting and without prior notice if a consent in writing setting forth the action so taken is signed by a Majority in Interest of the Members (or Members holding such higher aggregate Percentage Interest as is required to authorize or take such action under the terms of the Agreement, these Bylaws or applicable law). A consent transmitted by electronic transmission by a Member or by a person or persons authorized to act for a Member shall be deemed to be written and signed for purposes of this provision. Such consents shall be filed with the Secretary of the Company and shall be maintained in the Company's records. Every written consent shall bear the date of signature of each Member who signs the consent and no written consent shall be effective to take the Company action referred to therein unless, within 60 calendar days of the date the earliest dated consent is delivered to the Company, a written consent or consents signed by a sufficient Percentage Interest of Members to take the subject action are properly delivered to the Company.

SECTION 2 BOARD OF MANAGERS

2.1 General Powers

The powers of the Managers shall be as provided in the Agreement.

2.2 Number and Tenure

The number of Managers shall be as provided in the Agreement.

2.3 Regular Meetings

Regular meetings of the Board may be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board. A notice of each regular meeting shall not be required.

2.4 Special Meetings

Special meetings of the Board or any committee designated by the Board may be called by or at the request of the Chairman of the Board, the President, the Secretary, or, in the case of special Board meetings, any one Manager or, in the case of any special meeting of any committee designated by the Board, by the Chairman thereof. The person or persons authorized to call special meetings may fix any place either within or without the State of Delaware as the place for holding any special meeting called by them.

2.5 Meetings by Telephone

Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

2.6 Notice of Special Meetings

Notice of a special Board or committee meeting stating the place, day, and hour of the meeting shall be given to a Manager in writing or orally by telephone or in person. Neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice of such meeting.

2.6.1 Personal Delivery

If notice is given by personal delivery, the notice shall be effective if delivered to a Manager at least 24 hours before the meeting.

2.6.2 Delivery by Mail

If notice is delivered by mail, the notice shall be deemed effective if deposited in the official government mail properly addressed to a Manager at his or her address shown on the records of the Company with postage prepaid at least five calendar days before the meeting.

2.6.3 Delivery by Private Carrier

If notice is given by private carrier, the notice shall be deemed effective when dispatched to a Manager at his or her address shown on the records of the Company at least two calendar days before the meeting.

2.6.4 Facsimile, Electronic, or Oral Notice

If notice is delivered by wire or wireless equipment such as facsimile, email, or other electronic means, or if delivered orally, whether by phone or in person, the notice shall be deemed effective when dispatched or personally given, as applicable, at least 24 hours before the meeting to a Manager at his or her contact number(s) or electronic address(es) appearing on the records of the Company.

2.7 Waiver of Notice

2.7.1 Waiver in Writing or by Electronic Transmission

Whenever any notice is required to be given to any Manager under the provisions of these Bylaws, the Agreement, or the Delaware Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board or any committee designated by the Board need be specified in the waiver of notice of such meeting.

2.7.2 Waiver by Attendance

The attendance of a Manager at a Board or committee meeting shall constitute a waiver of notice of such meeting, except when a Manager attends a meeting for the express purpose of objecting and does object, at the beginning of the meeting or upon arrival, to the transaction of any business because the meeting is not lawfully called or convened.

2.8 Quorum

A majority of the total number of Managers fixed by or in the manner provided in these Bylaws shall constitute a quorum for the transaction of business at any Board meeting. If a quorum shall fail to attend any meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

2.9 Manner of Acting

The act of the majority of the Manager present at a Board meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by the Agreement, the Delaware Act or these Bylaws.

2.10 Presumption of Assent

A Manager of the Company present at a Board or committee meeting at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless such Manager files a written dissent to such action with the person

acting as the secretary of the meeting before the adjournment thereof. A Manager who voted in favor of such action may not dissent.

2.11 Action by Board or Committees Without a Meeting

Any action that could be taken at a meeting of the Board or of any committee of the Board may be taken without a meeting if a majority of the members of the Board or committee then in office (or such higher number of Managers as is required to authorize or take such action under the terms of the Agreement, these Bylaws or the Delaware Act), as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board or committee in the same paper or electronic form as the minutes are maintained.

2.12 Resignation

Any Manager may resign at any time by delivering written notice or notice by electronic transmission to the Chairman of the Board, the President, the Secretary, or the Board. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Upon the termination of any Manager's employment with the Company, its subsidiaries, the Company's parent(s), or any such parent(s)' affiliated companies, such Manager shall be deemed to have resigned from the Board, effective the date of such termination.

2.13 Removal

At a meeting of Members called expressly for that purpose, or without a meeting pursuant to subsection 1.12 of these Bylaws, one or more members of the Board (including the entire Board) may be removed, with or without cause, by a vote of the holders of a Majority in Interest.

2.14 Vacancies

Any vacancy occurring on the Board may be filled in the manner described in the Agreement.

2.15 Delegation of Power; Committees

2.15.1 Delegation of Manager Power

Any Manager may, by power of attorney, delegate his or her power for a period not exceeding six months at any one time to any other Manager or Managers; provided that in no case shall fewer than two Managers personally exercise the powers granted to the Managers, except as otherwise provided by prior resolution of the Managers. A Manager represented by another Manager pursuant to such power of attorney shall be deemed to be present for purposes of establishing a quorum and satisfying any voting requirements.

2.15.2 Delegation of Board Power

The Managers may, by resolution, delegate, any or all of their powers and duties granted hereunder or under the Agreement to one or more committees of the Managers, each consisting of one or more Managers, or to one or more officers, employees or agents, including without limitation Members, and to the extent any such powers or duties are so delegated, action by the delegate or delegates shall be deemed for all purposes to be action by the Managers. All such delegates shall serve at the pleasure of the Managers. To the extent applicable, notice shall be given to, and action may be taken by, any delegate of the Managers as herein provided with respect to notice to, and action by, the Managers.

2.15.3 Minutes of Meetings

All committees so designated shall keep regular minutes of their meetings and shall cause them to be recorded in books kept for that purpose.

2.15.4 Quorum and Manner of Acting

One third of the number of individuals composing any committee of the Board, as established and fixed by resolution of the Board, shall constitute a quorum for the transaction of business at any meeting of such committee, but, if less than a quorum is present at a meeting, a majority of such committee members present may adjourn the meeting from time to time without further notice. The act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of such committee.

2.15.5 Resignation

Any member of any committee may resign at any time by delivering written notice or notice by electronic transmission to the Chairman of the Board, the President, the Secretary, the Board, or the Chairman of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2.15.6 Removal

The Board may, by resolution, remove, with or without cause, from office any member of any committee elected or appointed by it.

2.16 Compensation

By Board resolution, Managers and committee members may be paid their expenses, if any, of attendance at each Board or committee meeting, a fixed sum for attendance at each Board or committee meeting, or a stated salary as Manager or a committee member, or a combination of the foregoing or other compensation or benefits. No such payment shall preclude any Manager or committee member from serving the Company in any other capacity and receiving compensation therefor.

SECTION 3 OFFICERS

3.1 Number

The Company shall have a President, a Secretary, and a Treasurer, each of whom shall be elected or appointed by the Board, and may have one or more Vice Presidents as well as such other officers and assistant officers, including a Chairman of the Board, as may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority, and perform such duties as provided in or pursuant to these Bylaws or as may be prescribed by the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. The Board may delegate to any officer or agent the power to appoint Vice Presidents and any other officers or assistant officers or agents and to determine their respective terms of office, authority, and duties. Any two or more offices may be held by the same person.

3.2 Term of Office

The officers of the Company shall hold office for such term as may be prescribed by the Board or until such officer's successor is elected and qualified or such officer's earlier resignation or removal, or, if earlier, the termination of such officer's employment with the Company, its subsidiaries, the Company's parent(s), or any such parent(s') affiliated companies.

3.3 Resignation

Any officer may resign at any time by delivering written notice or notice by electronic transmission to the Chairman of the Board, the President, the Secretary, or the Board. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the contract rights, if any, of the Company under any contract to which the officer is a party.

3.4 Removal

Any officer or agent elected or appointed by the Board may be removed, with or without cause, by the Board, and any officer appointed by an officer upon whom the power of appointment has been conferred by the Board may be removed, with or without cause, by any such officer or by the Board, in each case whenever in the judgment of the Board or such officer, as the case may be, the best interests of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Company under any contract to which the officer or agent is a party.

3.5 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, creation of a new office, or any other cause may be filled by the Board for the unexpired portion of the term, or for a new term established by the Board.

3.6 Chairman of the Board

If elected by the Board, the Chairman of the Board shall perform such duties as shall be assigned to him or her by the Board from time to time, shall preside over meetings of the Board and Members unless another officer is appointed or designated by the Board as chairman of such meeting, and shall have the nonexclusive power to sign certificates for interests of the Company.

3.7 President

The President shall be the chief executive officer of the Company unless some other officer is so designated by the Board, shall preside over meetings of the Board and Members in the absence of a Chairman of the Board, unless another officer has been appointed by the Board as chairman of any such meeting, and, subject to the Board's control, shall supervise and control all the assets, business, and affairs of the Company. The President may sign certificates for interests of the Company, deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Company or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President to manage the business and affairs of the Company and shall perform such additional duties as are prescribed by the Board from time to time.

3.8 Vice President

In the event of the death of the President or his or her absence or inability to act, the Vice President (or if there is more than one Vice President, the Vice President who was designated by the Board as the successor to the President, or if no Vice President is so designated, the Vice President first elected to such office) shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. Vice Presidents shall have the powers and perform such duties as may be assigned to them or requested by the President or the Board from time to time.

3.9 Secretary

The Secretary shall be responsible for preparation of minutes of meetings of the Board and Members, maintenance of the Company's records and registers of Member Interests, and authentication of the Company's records; shall have the power to sign certificates for interests of the Company; and shall in general perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her or requested by the President or the Board from time to time. In the absence of or as requested by the Secretary, an Assistant Secretary may perform the duties of the Secretary.

3.10 Treasurer

If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board shall determine. The Treasurer shall have charge and

custody of and be responsible for all funds and securities of the Company; receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in banks, trust companies, or other depositories selected in accordance with the provisions of these Bylaws; sign certificates for interests of the Company; and in general perform all the duties incident to the office of Treasurer and such other duties as may be assigned to him or her or requested by the President or the Board from time to time. In the absence of or as requested by the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

3.11 Salaries and Other Compensation

The salaries and other compensation and benefits of the officers shall be fixed from time to time by the Board or by any person or persons to whom the Board has delegated such authority. No officer shall be prevented from receiving such salary and other compensation and benefits by reason of the fact that he or she is also a Manager of the Company.

SECTION 4 CONTRACTS, LOANS, CHECKS, DEPOSITS

4.1 Contracts

The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company. Such authority may be general or confined to specific instances.

4.2 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company shall be signed by such officer or officers, or agent or agents, of the Company and in such manner as the Board may from time to time determine by resolution. The Board may delegate to an officer the authority to make such determinations and authorizations.

4.3 Deposits

All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies, or other depositories as the Board may from time to time determine by resolution. The Board may delegate to an officer the authority to make such determinations and authorizations.

4.4 Equity Interests of Another Entity

Shares and other equity interests owned by the Company in another domestic or foreign corporation, limited liability company, partnership or other entity may be voted by such officer, agent, or proxy as the Board may determine or, in the absence of such determination, by the Chairman of the Board, the President, any Vice President, the Treasurer or Assistant Treasurer, or the Secretary or Assistant Secretary of the Company.

SECTION 5 BOOKS AND RECORDS

The Company shall keep correct and complete books and records of account, Member Interest transfer books, minutes of the proceedings of its Members and Board, and such other records as may be necessary or advisable.

SECTION 6 ACCOUNTING YEAR

The accounting year of the Company shall be the calendar year; provided that if a different accounting year is at any time selected for purposes of federal income taxes, the accounting year shall be the year so selected.

SECTION 7 CONSTRUCTION; DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Agreement and the Delaware Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the term “including” means “including but not limited to,” and the term “person” includes a corporation, limited liability company, trust, partnership, non-profit, joint venture, or other entity, and a natural person.

SECTION 8 AMENDMENTS OR REPEAL

These Bylaws may be restated, amended, supplemented or repealed only by unanimous vote of the Managers or unanimous vote of the Members.

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EXHIBIT C**Authorizing Resolutions****CONSENT IN LIEU OF MEETING OF THE BOARD OF MANAGERS
OF
OREGON SOLAR 1, LLC**

The undersigned, being the sole Manager of the Board of Managers (the “Board”) of Oregon Solar 1, LLC, a Delaware limited liability company (the “Company”), by this consent in lieu of a meeting of the Board of Managers of the Company (this “Consent”), hereby consents to the adoption of the following resolutions, which resolutions will be deemed to be adopted when such Manager has signed this Consent, and hereby waives any notices required by law with respect thereto:

WHEREAS, the Company previously acquired certain real property located in north-central Morrow County, Oregon (the “Property”) through Chapter 11 bankruptcy proceedings of Pine Gate Renewables, LLC (“Pine Gate”);

WHEREAS, Sunstone Solar, LLC, a subsidiary of Pine Gate, previously obtained a Site Certificate, dated November 18, 2024 (the “Site Certificate”), from the Oregon Department of Energy (“ODOE”), which approved the construction and operation of a 1,200 megawatt solar photovoltaic power general facility, including up to 7,2000 megawatt-hours of battery storage capacity, and related supporting facilities on a portion of the Property (the “Sunstone Solar Project”);

WHEREAS, the Company desires to (i) submit a Request for Transfer of the Site Certificate for the Sunstone Solar Project (Request for Amendment) to ODOE requesting approval of the transfer of the Site Certificate to the Company (the “Request for Site Certificate Amendment”), and (ii) upon approval of such request, construct and operate the Sunstone Solar Project in accordance with the Site Certificate; and

WHEREAS, the Board has determined that it is in the best interests of the Company for the Company to submit the Request for Site Certificate Amendment to ODOE and, upon approval of ODOE, to construct and operate the Sunstone Solar Project.

NOW, THEREFORE, the undersigned consents to and adopts on behalf of the Company the following resolutions:

RESOLVED, that the Company’s submission of the Request for Site Certificate Amendment to ODOE, together with all documentation and information required to be submitted in connection therewith be, and hereby is, in all respects approved; and further resolved that the Company’s construction and operation of the Sunstone Solar Project following the approval by ODOE of such Request for Site Certificate Amendment, be, and hereby is, in all respects approved;

RESOLVED, FURTHER, that each of Brandon Oyer, in his capacity as President of the Company and/or Authorized Signatory of the Company, Will Friedman, in his capacity as Vice President of the Company and/or Authorized Signatory of the Company, and Chris Roe, in his capacity as Secretary, Treasurer and/or Authorized Signatory of the Company (each an “Authorized Signatory”), are hereby authorized, acting alone, to execute and deliver the Request for Site Certificate Amendment, and any agreements, assignments, certificates, affidavits, instruments and other documents required in connection

therewith, on behalf of the Company, in such form and substance as shall be approved by the Authorized Signatory executing the same, with such execution by said Authorized Signatory to constitute conclusive evidence of his or her approval and the approval by the Company of the form and substance thereof;

RESOLVED, FURTHER, that each Authorized Signatory is hereby authorized in the name of and on behalf of the Company, to perform any and all acts as may be necessary, appropriate or desirable to complete the transactions contemplated above, to execute, file, deliver and record all agreements, instruments and other documents contemplated by the foregoing resolutions, and to take any and all further action which any Authorized Signatory may deem necessary, appropriate or desirable to effectuate any action authorized by these resolutions and otherwise to carry out the purposes and intent of the foregoing resolutions; and all such actions heretofore taken by any Authorized Signatory and/or the Company in connection with the foregoing resolutions are hereby in all respects ratified, affirmed and approved as the act or acts of the Company; and the execution by any Authorized Signatory of any such documents or the performance by any Authorized Signatory of any such act in connection with the foregoing matters shall establish conclusively the grant of authority therefor from the Company and the approval and ratification by the same of the documents so executed and the actions so taken;

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

RESOLVED, FURTHER, that facsimile, .PDF or other electronically signed, scanned and/or transmitted signatures shall be deemed originals for all purposes of these resolutions.

Effective Date: June 03, 2026

[Signature Page Follows]

This Consent shall be effective as of the Effective Date listed above.

Signed by:
Brandon Oyer
0630F9033062446...

Brandon Oyer, as the sole Manager of
the Board of Managers of Oregon Solar 1, LLC

Attachment G. Property Owner Tax Lot List

MapTaxlot	Owner	Mailing Address	Mailing City	Mailing State	Mailing Zipcode
02N25E00000400	KILKENNY LAND COMPANY, LLC	1124 SW MYRTLE DR	PORTLAND	OR	97201
02N26E000002600	ASHBECK, TONY R & ASHBECK, GERALD T	71384A HIGHWAY 207	ECHO	OR	97826
02N26E000001700	GRIEB, KEN & CARRI	72540 ALPINE LN	LEXINGTON	OR	97839
02N26E000002400	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
02N26E000002301	ASHBECK, TONY R & ASHBECK, GERALD T	71384A HIGHWAY 207	ECHO	OR	97826
02N26E000001103	MATHENY, STEFAN & MATHENY, CHELSEA	71151 DOHERTY RD	LEXINGTON	OR	97839
02N26E000001600	GRIEB, KEN & CARRI	72540 ALPINE LN	LEXINGTON	OR	97839
02N26E000001900	GRIEB, KEN & CARRI	72540 ALPINE LN	LEXINGTON	OR	97839
02N26E000002302	SANDHOLLOW LAND, LLC	PO BOX 307	LEXINGTON	OR	97839
02N26E000002303	UNIVERSITY OF PORTLAND	5000 WILLAMETTE BLVD	PORTLAND	OR	97200
02N26E000002500	ASHBECK, TONY R & ASHBECK, GERALD T	71384A HIGHWAY 207	ECHO	OR	97826
02N26E000002300	SAINT PATRICK CATHOLIC CHURCH OF HEPPNER	PO BOX 633	HEPPNER	OR	97836
02N26E000001102	IVAR & LINA LLC	958 W CODY AVE	HERMISTON	OR	97838
02N26E000001101	MATHENY PROPERTY LLC	74596 ALPINE LN	LEXINGTON	OR	97839
02N26E000001100	CHRISTENSEN, ASHLEY	74681 ALPINE LN	LEXINGTON	OR	97839
02N26E000000600	BAKER PRODUCE SOUTH, INC	PO BOX 4063	PASCO	WA	99302
02N26E000000300	SANDHOLLOW LAND, LLC	PO BOX 307	LEXINGTON	OR	97839
02N26E000000800	IVAR & LINA LLC	958 W CODY AVE	HERMISTON	OR	97838
02N26E000000603	BAKER PRODUCE SOUTH, INC	PO BOX 4063	PASCO	WA	99302
02N26E000000500	BAKER PRODUCE SOUTH, INC	PO BOX 4063	PASCO	WA	99302
02N27E000002100	N & C LAND, LLC	71062 PERKINS RD	ECHO	OR	97826
02N27E000002000	STATE OF OREGON	417 TRANSPORTATION BLDG	SALEM	OR	97310
02N27E000000300	IVAR & LINA LLC	958 W CODY AVE	HERMISTON	OR	97838
01N26E000002602	HEIDEMAN, LOREN A & DELLA K, TRUSTEES	22948 FAIRVIEW LN	IONE	OR	97843
01N26E000002500	MONAGLE, JOHN B & PATRICIA ANNE ETAL	517 NW 7TH	PENDLETON	OR	97801
01N26E000002700	NORTH LEX POWER AND LAND, LLC	72967 STRAWBERRY LN	LEXINGTON	OR	97839
01N26E000002804	KARYL SMITH, INC	8825 N ORCHARD PR RD	SPOKANE	WA	99217
01N26E000002400	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
01N26E000002200	SANDHOLLOW RANCH LLC	PO BOX 1587	HERMISTON	OR	97838
01N26E000002100	SANDHOLLOW RANCH LLC	PO BOX 1587	HERMISTON	OR	97838
01N26E000002000	SANDHOLLOW RANCH LLC	PO BOX 1587	HERMISTON	OR	97838
01N26E000000402	COLUMBIA BASIN ELECTRIC CO-OP	PO BOX 398	HEPPNER	OR	97836
01N26E000001500	NORTH LEX POWER AND LAND, LLC	72967 STRAWBERRY LN	LEXINGTON	OR	97839
01N26E000000405	DOHERTY, BRIAN W & DOHERTY, PEGGY A	70516 HIGHWAY 207	LEXINGTON	OR	97839
01N26E000001300	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
01N26E000001700	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
01N26E000000401	SANDERSON, TERESA ANN 50% ETAL	78262 HWY 97	WASCO	OR	97065
01N26E000001900	ASHBECK, TONY R & ASHBECK, GERALD T	71384A HIGHWAY 207	ECHO	OR	97826
01N25E000000100	KILKENNY LAND COMPANY, LLC	1124 SW MYRTLE DR	PORTLAND	OR	97201
01N26E000000700	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
01N26E000000800	NORTH LEX POWER AND LAND, LLC	72967 STRAWBERRY LN	LEXINGTON	OR	97839
01N26E000000403	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
01N26E000000302	SAINT PATRICK CATHOLIC CHURCH OF HEPPNER	PO BOX 633	HEPPNER	OR	97836
01N26E000000100	N & C LAND, LLC	71062 PERKINS RD	ECHO	OR	97826
01N26E000002600	TURNER-LINDSAY FARMS, LLC	75655 BASELINE RD	HEPPNER	OR	97836
01N26E000000301	CUTSFORTH, KRAIG ALLEN	12502 112TH AVE E	PUYALLUP	WA	98374
01N26E000000300	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
01N26E000000200	ASHBECK, TONY R & ASHBECK, GERALD T	71384A HIGHWAY 207	ECHO	OR	97826
01N26E000000500	ASHBECK, TONY R & ASHBECK, GERALD T	71384A HIGHWAY 207	ECHO	OR	97826
01N26E000000400	WILLIAM J DOHERTY RANCH, LLC	70644 DOHERTY RD	LEXINGTON	OR	97839
01N26E000001301	NORTH LEX POWER AND LAND, LLC	72967 STRAWBERRY LN	LEXINGTON	OR	97839
01N26E000000701	NORTH LEX POWER AND LAND, LLC	72967 STRAWBERRY LN	LEXINGTON	OR	97839
01N26E000000600	GRIEB FARMS, INC	72540 ALPINE LN	LEXINGTON	OR	97839
01N26E000001100	NORTH LEX POWER AND LAND, LLC	72967 STRAWBERRY LN	LEXINGTON	OR	97839
01N27E000001200	SANDHOLLOW RANCH LLC	PO BOX 1587	HERMISTON	OR	97838
01N27E000000600	N & C LAND, LLC	71062 PERKINS RD	ECHO	OR	97826
02N26E000001500	GRIEB, KEN & CARRI	72540 ALPINE LN	LEXINGTON	OR	97839
02N26E000001201	GAS TRANSMISSION NORTHWEST LLC	700 LOUISIANA ST SUITE 1300	HOUSTON	TX	77002
02N26E000001202	GAS TRANSMISSION NORTHWEST, LLC	700 LOUISIANA ST SUITE 1300	HOUSTON	TX	77002
02N26E000001200	GRIEB FARMS, INC	72540 ALPINE LN	LEXINGTON	OR	97839