

# Exhibit A

## Applicant Information

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**Sunstone Solar Project  
May 2024**

**Prepared for**



**Sunstone Solar, LLC**

**Prepared by**



**Tetra Tech, Inc.**

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**Acronyms and Abbreviations**

Applicant	Sunstone Solar, LLC, a subsidiary of Pine Gate Renewables, LLC
Facility	Sunstone Solar Project
OAR	Oregon Administrative Rules
PGR	Pine Gate Renewables, LLC

## 1.0 Introduction

Sunstone Solar, LLC, a subsidiary of Pine Gate Renewables, LLC (Applicant), proposes to construct and operate the Sunstone Solar Project (Facility), a photovoltaic solar energy generation facility and related or supporting facilities in Morrow County, Oregon. This Exhibit A was prepared to meet the submittal requirements in Oregon Administrative Rules (OAR) 345-021-0010(1)(a).

## 2.0 Applicant and Contact Persons

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

*OAR 345-021-0010(1)(a)(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;*

### **Name and Address of Applicant:**

Sunstone Solar, LLC  
130 Roberts Street  
Asheville, NC 28801

### **Contact Persons Other than Applicant:**

Logan Stephens  
Senior Director, Project Development  
Sunstone Solar, LLC  
130 Roberts Street  
Asheville, NC 28801  
(336) 708-5161  
loganstephens@pgrenewables.com

Linnea Fossum  
Tetra Tech, Inc.  
19803 North Creek Parkway, Suite 100  
Bothell, WA 98011  
(425) 482-7823  
linnea.fossum@tetrattech.com

Tim McMahan  
Stoel Rives LLP  
760 SW Ninth Ave, Suite 3000  
Portland, OR 97205  
(503) 504-8693  
tim.mcmahan@stoel.com

### 3.0 Participating Entities

*OAR 345-021-0010(1)(a)(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;*

FP 2021 Dev Holdco, LLC is the sole managing member of the Applicant, Sunstone Solar, LLC. The controlling parent company of Sunstone Solar, LLC, and FP 2021 Dev Holdco, LLC is Pine Gate Development, LLC, which is a subsidiary of Pine Gate Renewables, LLC (PGR).

Sunstone Solar, LLC is a wholly-owned subsidiary of FP 2021 Dev Holdco, LLC.

FP 2021 Dev Holdco, LLC  
130 Roberts Street  
Asheville, NC 28801

FP 2021 Dev Holdco, LLC, is a wholly-owned subsidiary of Pine Gate Development, LLC.

Pine Gate Development, LLC  
130 Roberts Street  
Asheville, NC 28801

Pine Gate Development, LLC is a wholly-owned subsidiary of Pine Gate Renewables, LLC.

Pine Gate Renewables, LLC  
130 Roberts Street  
Asheville, NC 28801

#### **Parent Company:**

Pine Gate Renewables, LLC  
130 Roberts Street  
Asheville, NC 28801

**Contact Name, Mailing Address, Email Address, and Telephone Number:**

Logan Stephens  
 Senior Director, Project Development  
 Sunstone Solar, LLC  
 130 Roberts Street  
 Asheville, NC 28801  
 (336)-708-5161  
 loganstephens@pgrenewables.com

**4.0 Owner Information**

*(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;*

As noted above, the Applicant is a subsidiary of PGR. The parent company name and business address is as follows:

Pine Gate Renewables, LLC  
 130 Roberts Street  
 Asheville, NC 28801  
<https://pinegaterenewables.com/>

**5.0 Limited Liability Company Information**

*OAR 345-021-0010(1)(a)(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;*
- (ii) The date and place of its formation;*
- (iii) A copy of its articles of organization and its authorization for submitting the application;  
and*
- (iv) In the case of a limited liability company not registered 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 was organized and acknowledged by the Oregon Secretary of State on April 28, 2023 in Salem, Oregon (Attachment A-1). The Applicant was previously organized and acknowledged by the Oregon Secretary of State on May 10, 2021, in Salem, Oregon (Attachment A-2). Articles of Amendment were filed on September 21, 2021, then changing the entity name from Bombing Range Solar 1, LLC to Echo Solar, LLC. Subsequent Articles of Amendment were filed on April 28, 2023, changing the entity name from Echo Solar, LLC to Sunstone Solar, LLC (Attachment A-3). The

Applicant is registered in Oregon; therefore, information for the resident attorney-in-fact is not required.

## 6.0 Submittal Requirements and Approval Standards

### 6.1 Submittal Requirements

**Table A-1. Submittal Requirements Matrix**

Requirement	Location
OAR 345-021-0010(1)(a) Exhibit 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;	Section 2.0
(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 persons upon whom the applicant will rely in meeting any facility standard adopted by the Council;	Section 3.0, Section 4.0
(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;	N/A
(ii) The date and place of its incorporation;	N/A
(iii) A copy of its articles of incorporation and its authorization for submitting the application; and	N/A
(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.	N/A
(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;	Section 4.0
(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;	N/A
(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;	N/A
(iii) Proof of registration to do business in Oregon;	N/A
(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	N/A

Requirement	Location
(v) If there are no articles of association, joint venture agreement or partnership agreement, the applicant shall state that fact over the signature of each member.	N/A
(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	N/A
(ii) Written authorization from the entity’s governing body to submit an application.	N/A
(G) If the applicant is an individual, the individual shall give his or her mailing address and telephone number.	N/A
(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;	Section 5.0
(ii) The date and place of its formation;	Section 5.0
(iii) A copy of its articles of organization and its authorization for submitting the application; and	Attachments A-1, A-2, and A-3
(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.	Section 5.0

## 6.2 Approval Standards

OAR 345 Division 22 does not provide an approval standard specific to Exhibit A.



# **Attachment A-1. Oregon Certificate of Existence**

# State of Oregon

OFFICE OF THE SECRETARY OF STATE  
Corporation Division

## Certificate of Existence 1177070

I, SHEMA FAGAN, SECRETARY OF STATE and Custodian of the Seal of said State, do hereby certify:

**SUNSTONE SOLAR, LLC**

is

Organized

under the laws of The State of Oregon

and is active on the records of the Corporation Division as of the date of this certificate.

In Testimony Whereof, I have hereunto  
set my hand and affixed hereto the  
Seal of the State of Oregon.



SHEMA FAGAN, SECRETARY OF STATE

Issued Date: 4/28/2023



Come visit us on the internet at: <https://sos.oregon.gov/business>  
or use the QR code to check their current status.

## **Attachment A-2. Articles of Organization**

**FIFTH AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
SUNSTONE SOLAR, LLC**

This is the Fifth Amended and Restated Operating Agreement (this "Agreement") of **SUNSTONE SOLAR, LLC**, an Oregon limited liability company (the "Company").

WHEREAS, the Company was formed as a limited liability company on May 10, 2021, by the filing of the Articles of Organization (the "Formation Document") with the Secretary of State of the State of Oregon (the "State") under the name Bombing Range Solar I, LLC, which was amended by the filing of the Articles of Amendment on September 21, 2021, which changed the name of the Company to Echo Solar, LLC, pursuant to and in accordance with the Limited Liability Company Act of the State (the "Act"), as amended from time to time; and

WHEREAS, the prior sole member of the Company, MMA 2021 Dev Holdco, LLC, a North Carolina limited liability company, assigned all of its right, title and interest in the Company to the Member (as defined below) pursuant to the terms of that certain Assignment of Ownership Interests dated December 10, 2021; and

WHEREAS, the Member executed that certain Fourth Amended and Restated Operating Agreement of the Company dated December 10, 2021; and

WHEREAS, a Certificate of Amendment to the Formation Document was filed with the Oregon Secretary of State on April 28, 2023; and

WHEREAS, the Member (as defined below) hereby desires to amend and restate the Company's prior operating agreement in accordance with the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

**ARTICLE I  
ORGANIZATION**

**1.01 EFFECTIVE DATE OF AGREEMENT; ENFORCEABILITY.**

The effective date of this Agreement (the "Effective Date") shall be April 28, 2023. The Company shall continue in perpetuity, unless the Company is earlier dissolved and its affairs wound up in accordance with the provisions of this Agreement or the Act. This Agreement amends and restates in its entirety the prior operating agreement of the Company.

**1.02 MEMBER.**

FP 2021 Dev Holdco, LLC, a North Carolina limited liability company, is the sole member of the Company (the "Member").

**1.03 COMPANY'S NAME.**

The name of the Company is Sunstone Solar, LLC.

**1.04 OFFICE AND REGISTERED AGENT.**

The office and principal place of business of the Company shall be located at such place or places as the Manager may designate. The registered office and registered agent of the Company shall be such office and agent as the Manager may designate.

**1.05 PURPOSE AND POWERS.**

(a) The purpose and business of the Company shall be to enter into any lawful transaction or engage in any lawful activity for which limited liability companies may be organized under the Act, except as may be limited or restricted by the Formation Document.

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purpose and business of the Company, to the extent that such powers may be legally exercised by limited liability companies under the Act.

**ARTICLE II  
MANAGEMENT**

**2.01 DESIGNATION AND NUMBER OF MANAGERS.**

The Company shall have one or more managers (collectively, the "Managers", each a "Manager"), who may, but need not, be a Member. The designation of a Manager who is not a member is not effective until such Manager agrees to be bound by this Agreement. The number of Managers shall be established from time to time by the Member. Initially there shall be one (1) Manager. The initial Manager is listed on the attached Exhibit A. A Manager shall hold office until its death, resignation, dissolution or removal.

**2.02 RESIGNATION.**

Any Manager of the Company may resign at any time by giving written notice to the Company. A resignation shall take effect upon receipt of written notice thereof or at such later time as is specified in the notice. Acceptance of a resignation shall not be necessary to make it effective. The resignation of a Manager who is also a member shall not affect the Manager's rights as a member and shall not constitute a withdrawal of such member.

**2.03 REMOVAL.**

All or any lesser number of Managers may be removed at any time, with or without cause, by the Member. The removal of a Manager who is also a member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such member.

## 2.04 VACANCIES.

Any vacancy occurring for any reason with respect to a Manager's position, including an increase in the number of managers, shall be filled by the Member.

## 2.05 GRANT OF POWER AND AUTHORITY.

The business and affairs of the Company shall be managed by its Manager. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company and to perform any and all other acts or activities customary or incident to the management of the Company's affairs, except the following which shall require the prior consent of the Member:

- (a) Disallowed Actions. Taking any action in contravention of this Agreement;
- (b) Company Property. Possessing Company property or assigning rights in Company property for other than a Company purpose;
- (c) Ordinary Business. Taking any action which would make it impossible to carry on the ordinary business of the Company;
- (d) Amendments. Amending this Agreement or the Formation Document of the Company;
- (e) Dispose of Assets. Selling, transferring or otherwise disposing of all or substantially all of the assets of the Company;
- (f) Confess a Judgment. Confessing a judgment against the Company;
- (g) Bankruptcy. Filing or consenting to the filing of a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act;
- (h) Subject Member to Liability. Taking any action that would subject a member to liability or taking any action which would cause the Company to be treated as other than a disregarded entity for federal income tax purposes or under the laws of any applicable jurisdiction; and
- (i) Reorganize Company. Changing or reorganizing the Company into any other legal form.

## 2.06 DUTIES AND OBLIGATIONS.

A Manager shall devote such time to the business and affairs of the Company as is necessary to carry out the Company's business and shall discharge its duties as required under the Act. A Manager shall discharge its duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in the manner the Manager reasonably

believes to be in the best interests of the Company. In discharging its duties, a Manager is entitled to rely on information, opinions, reports or statements, including financial statements or other financial data, if prepared or presented by a person whom the Manager reasonably believes to be reliable and competent in such matters. A Manager is not acting in good faith if the Manager has actual knowledge concerning the matter in question that makes reliance otherwise permitted by this Section unwarranted. A Manager is not liable for any action taken as a Manager, or a failure to take any action, if the Manager performs the duties of its office in compliance with this Section.

**2.07 DELEGATION OF AUTHORITY; OFFICERS.**

The Manager may delegate responsibility for the day-to-day management of the Company to persons retained by the Manager who shall have and exercise on behalf of the Company all powers and rights necessary or convenient to carry out such management responsibilities. In addition, the Manager may assign titles (including but not limited to, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such person. Unless the Manager resolves otherwise, if the title is one commonly used for officers of a business corporation formed under the Oregon Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office. Any number of titles may be held by the same person. Any delegation pursuant to this Section may be revoked at any time by the Manager. Such persons may be paid such compensation as determined by the Manager from time to time.

**2.08 INDEMNIFICATION OF A MANAGER.**

The Company shall indemnify the Manager to the fullest extent permitted or required by the Act, and the Company may advance expenses incurred by the Manager upon the approval of the Member and the receipt by the Company of an undertaking by the Manager to reimburse the Company unless it is ultimately determined that the Manager is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its officers, employees and other representatives or agents up to the fullest extent permitted under the Act or other applicable law, provided that the indemnification in each such situation is first approved by the Manager.

**2.09 LIMITED LIABILITY OF A MANAGER.**

No Manager of the Company shall be liable to the Company for monetary damages for an act or omission in such person's capacity as the Manager, except for (a) acts or omissions which the Manager knew at the relevant time were clearly in conflict with the interests of the Company; (b) any transaction from which the Manager derived an improper personal benefit; or (c) acts or omissions occurring prior to the date this provision becomes effective. Any repeal or modification of this Section shall not adversely affect the rights of the Manager existing at the time of such repeal or modification. The provisions of this Section shall also apply to any person to whom the Manager has delegated management authority.

**2.10 COMPENSATION AND EXPENSES OF A MANAGER.**

For a Manager who is not also a Member, the salary and other compensation of such Manager shall be fixed from time to time by the Member. The Company shall pay all costs and expenses

arising from or relating to the Company's business, including reimbursement of a Manager for expenses incurred in providing services to the Company.

#### **2.11 DEALINGS WITH AFFILIATES.**

No transaction with the Company including, but not limited to, employing, contracting or dealing with, from time to time, an affiliate of the Manager or lending money to the Company, shall be voidable solely because the Manager has a direct or indirect interest in the transaction if the material facts of the transaction and the Manager's interest are disclosed to the Member who authorizes, approves or ratifies the transaction.

### **ARTICLE III CAPITAL CONTRIBUTIONS**

#### **3.01 CAPITAL CONTRIBUTION.**

The Member's capital contribution (the "Contribution") and ownership percentage in the Company are identified on Exhibit A.

#### **3.02 NO DUTY TO MAKE ADDITIONAL CONTRIBUTIONS.**

Except for the Contribution, the Member shall have no duty to make contributions to the Company.

### **ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS OF COMPANY PROFITS**

#### **4.01 ALLOCATIONS OF PROFITS AND LOSSES AND ALLOCATIONS OF DISTRIBUTIONS.**

Only the Member shall be entitled to allocations of Company profits and losses and to distributions of Company profits and other assets. No other person shall have any right to any such allocations or distributions.

#### **4.02 DECISIONS CONCERNING ALLOCATIONS, ETC.**

It shall be within the sole and exclusive discretion of the Manager to decide:

- (a) Whether to make allocations of the Company's profits and losses to the Member;
- (b) Whether to make distributions of profits and other assets to the Member; and
- (c) When and in what amounts to make any such allocation or distribution.

PROVIDED, that the Company shall make no such distribution to the extent that, immediately after the distribution, the Company's liabilities would exceed its assets.



**ARTICLE V  
MEMBERSHIP**

**5.01 DECISION-MAKING.**

The Member, in its capacity as a member, shall not take part in the management or control of the business of, nor transact any business for, the Company, nor shall it have any power to sign for or to bind the Company.

**5.02 LIMITED LIABILITY OF MEMBER.**

The Member shall not be personally obligated to any third party for any debt, obligation or liability of the Company solely by reason of being a member, provided however, the Member shall be liable for its conduct in its individual capacity as provided by law.

**5.03 NO DUTY TO RECORD DECISIONS, ETC.**

The Member shall have no duty to record in writing or otherwise any decision of the Member, and the Member's failure to make any such record shall not impair the validity of any such decision.

**5.04 FIDUCIARY DUTIES OF MEMBER.**

The Member as member shall have no fiduciary duties toward the Company, including any duty of care or loyalty.

**5.05 INDEMNIFICATION OF MEMBER.**

The Company shall fully indemnify the Member for any claim against the Member in the Member's capacity as a member. The Company shall advance litigation expenses to the Member for any claim against the Member in the Member's capacity as a member.

**5.06 ADMISSION OF ADDITIONAL MEMBERS.**

Whether additional members shall be admitted as members of the Company shall be in the sole discretion of the Member.

**5.07 AMENDMENT OF AGREEMENT IF COMPANY HAS MULTIPLE MEMBERS.**

If, at any time, the Company has two or more members, the members shall, with reasonable promptness, make all amendments to this Agreement necessary to reflect their agreement concerning the allocation of the Company's profits and losses, the allocation of management rights, buy-sell rights or obligations and other appropriate matters.

**5.08 TAXATION OF COMPANY AND MEMBER.**

Under federal tax law and to the maximum extent possible under the tax laws of each state and the District of Columbia, the Company shall be taxable as a disregarded entity.

#### **5.09 OPT-IN TO ARTICLE 8.**

All Membership Interests (as defined in Section 6.01 below) are securities governed by Article 8 and all other provisions of the Uniform Commercial Code as adopted and amended in Oregon (the “*UCC*”), and pursuant to the terms of Section 8-103 of the UCC, such Membership Interests shall be “securities” for all purposes under such Article 8 and under all other provisions of the UCC. The Membership Interests in the Company shall be represented by a single class of interests and will have the respective rights and obligations described in this Agreement and the Act. The Company will not issue any certificates to evidence ownership of the Membership Interests.

### **ARTICLE VI TRANSFERS AND PLEDGES OF MEMBERSHIP INTERESTS**

#### **6.01 TRANSFERS OF MEMBERSHIP RIGHTS — IN GENERAL.**

The Member, in the Member’s sole discretion, may transfer (whether by sale, gift or otherwise) all or any part of the Member’s membership rights, including economic and non-economic rights (collectively, the “*Membership Interests*”), to any person at any time. The Member may make any such transfer under any terms and conditions that the Member deems appropriate.

#### **6.02 PLEDGES.**

The Member shall have exclusive and absolute discretion to pledge all or any part of the Membership Interests to any person at any time as collateral for any debt of the Member. The Member may make any such pledge under any terms and conditions that the Member deems appropriate.

### **ARTICLE VII COMPANY BOOKS OF ACCOUNT, REPORTS, ETC.**

#### **7.01 BANK ACCOUNTS.**

The bank account or accounts of the Company shall be maintained in the bank approved by the Manager. The terms governing such account shall be determined by the Manager, and withdrawals from such bank account shall only be made by such parties as may be approved by the Manager. Any account opened for the Company shall not be commingled with other funds of the Member.

#### **7.02 COMPANY METHOD OF ACCOUNTING.**

The Company shall use the method of accounting for its books and for tax purposes as is determined by the Manager from time to time.

#### **7.03 BOOKS OF ACCOUNT.**

The Company shall maintain on a current basis accurate books of account in accordance with financial standards normally applied to business organizations generally similar to the Company in size and business activities.

**7.04 BOOKS AND RECORDS.**

The Company's books and records, this Agreement and all amendments thereto, and any other agreements, records, documents or data required to be maintained by the Act, shall be maintained at the principal office of the Company.

**7.05 ACCOUNTING PERIOD.**

The Company's accounting period shall be as determined by the Manager.

**7.06 TAX RETURNS.**

The Manager, at the Company's expense, shall cause income tax returns for the Company to be prepared and timely filed with the appropriate authorities. Copies of such returns, or other pertinent information therefrom, shall be furnished to the Member within the periods required by law or otherwise within a reasonable time after the end of the Company's fiscal year.

**7.07 EFFECT OF ACT.**

Except as otherwise provided in this Agreement or by law, the business and internal affairs of the Company shall be governed by the Act as in effect on the Effective Date.

**7.08 RELATION OF AGREEMENT TO THE FORMATION DOCUMENT.**

If there is any conflict between the provisions of this Agreement and those of the Formation Document, the provisions of this Agreement shall prevail.

**7.09 QUALIFICATION IN OTHER JURISDICTIONS.**

Before conducting business on a regular basis in any jurisdiction other than Oregon, the Company shall file all forms and shall do all other things required under the laws, including the tax laws, of that jurisdiction in order to conduct that business.

**ARTICLE VIII  
DISSOLUTION**

**8.01 DEFINITION OF DISSOLUTION, WINDING UP AND LIQUIDATION.**

For purposes of this Agreement:

- (a) Dissolution. The dissolution of the Company shall mean the cessation of its normal business activities and the beginning of the process of its winding up and liquidation.
- (b) Winding Up. The winding up of the Company shall mean the process of concluding its existing business activities and internal affairs and preparing for its liquidation.
- (c) Liquidation. The liquidation of the Company shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the Member.

**8.02 DISSOLUTION OF COMPANY.**

The Member, in the Member's sole and absolute discretion, shall determine whether and when to dissolve the Company. The Company shall be dissolved immediately upon the Member's decision to dissolve it.

**8.03 FILING OF ARTICLES OF DISSOLUTION.**

Upon the Member determining to dissolve the Company, the Member shall file Articles of Dissolution with the Oregon Secretary of State setting forth the effective date of the dissolution of the Company. On that date, the legal existence of the Company shall terminate.

**8.04 WINDING UP AND LIQUIDATION OF COMPANY; DISTRIBUTION OF COMPANY ASSETS.**

Promptly after the Member determines to terminate the legal existence of the Company, the Manager shall wind up its business and internal affairs, shall liquidate the Company, and shall distribute its assets to the Member and to the Company's creditors as required by the Act.

**8.05 SATISFACTION OF COMPANY'S KNOWN AND UNKNOWN DEBTS.**

In connection with the winding-up of the Company, the Manager shall take all appropriate measures to:

- (a) Comply with applicable federal and state tax laws and other laws relating to entity dissolutions; and
- (b) Bar known and unknown claims against the Company to the extent possible under Oregon law.

**ARTICLE IX  
TERM AND TERMINATION**

9.01 The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of the date on which:

- (a) the Company ceases to exist under this Agreement or under applicable law; or
- (b) the Member determines to terminate this Agreement.

**ARTICLE X  
MISCELLANEOUS PROVISIONS**

**10.01 ENTIRE AGREEMENT.**

This Agreement contains the complete agreement between the parties concerning its subject matter, and it replaces all earlier agreements, whether written or oral, concerning its subject matter.

**10.02 AMENDMENTS.**

No amendment of this Agreement or of the Formation Document shall be valid unless set forth in a writing signed by the Member.

**10.03 GOVERNING LAW.**

This Agreement shall be governed by Oregon law, and specifically the Act.

**10.04 CAPTIONS.**

Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

*[Execution Page Follows]*

**EXECUTION PAGE  
TO THE  
FIFTH AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
SUNSTONE SOLAR, LLC  
an Oregon Limited Liability Company**

IN WITNESS WHEREOF, the undersigned, being the sole Member and the Manager, have adopted this Agreement and caused this Agreement to be adopted by the Company effective as of the Effective Date, and do assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

**MEMBER:**

**FP 2021 DEV HOLDCO, LLC,**  
a North Carolina limited liability company

By: Pine Gate Development, LLC,  
a North Carolina limited liability company,  
its manager

By: Pine Gate Renewables, LLC,  
a North Carolina limited liability company,  
its manager

By:   
Name: Ben Catt  
Title: CEO

**MANAGER:**

**FP 2021 DEV HOLDCO, LLC,**  
a North Carolina limited liability company

By: Pine Gate Development, LLC,  
a North Carolina limited liability company,  
its manager

By: Pine Gate Renewables, LLC,  
a North Carolina limited liability company,  
its manager

By:   
Name: Ben Catt  
Title: CEO

**EXHIBIT A  
TO THE  
FOURTH AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
SUNSTONE SOLAR, LLC  
an Oregon Limited Liability Company**

**CAPITAL CONTRIBUTION**

<b>MEMBER NAME</b>	<b>MEMBER'S CAPITAL CONTRIBUTION</b>	<b>OWNERSHIP PERCENTAGE</b>
FP 2021 Dev Holdco, LLC	Unknown	100%

**MEMBER INFORMATION**

**MEMBER:**

FP 2021 Dev Holdco, LLC  
130 Roberts Street  
Asheville, NC 28801

**MANAGER INFORMATION**

**MANAGER:**

FP 2021 Dev Holdco, LLC  
130 Roberts Street  
Asheville, NC 28801



Secretary of State - Corporation Division - 255 Capitol St. NE, Suite

Articles of Organization - Limited Liability Company

FILED: MAY 10, 2021
OREGON SECRETARY OF STATE



182167891-22176644

REGISTRY NUMBER: 182167891

BOMBING RANGE SOLAR, LLC

NEWORG

In accordance with Oregon Revised Statute 192.410-192.490, the information on this applica We must release this information to all parties upon request and it will be posted on our web:

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

1. NAME OF LIMITED LIABILITY COMPANY: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.")

Bombing Range Solar I, LLC

2. DURATION: (Please check one.)

Duration shall be perpetual.

Latest date upon which the Limited Liability Company is to dissolve is

3. PRINCIPAL OFFICE: (Must be a physical street address)

3794 Pipestone St.

Bozeman MT 59718

4. REGISTERED AGENT: (Individual or entity that will accept legal service for this business)

CT Corporation System

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

780 Commercial Street SE, STE 100,

Salem, OR 97301

6. ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

3794 Pipestone St.

Bozeman MT 59718

7. HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?

- This LLC will be member-managed by one or more members.
This LLC will be manager-managed by one or more managers.

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

9. OPTIONAL PROVISIONS: (Attach a separate sheet if necessary.)

BENEFIT COMPANY: The Limited Liability Company is a benefit company subject to sections 1 to 11 of chapter 269, Oregon Laws 2013. (additional requirements apply)

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

SEE ATTACHED

10. NAME AND ADDRESS OF EACH PERSON WHO IS FORMING THIS BUSINESS: (ORGANIZER)

Jeff Fox

3794 Pipestone St.

Bozeman, MT 59718

LIST MEMBERS AND/OR MANAGERS NAMES AND ADDRESSES (MAY BE REQUIRED BY YOUR BANK)

11. OWNERS: (MEMBERS) (Names and Addresses)

Gallatin Power Partners, LLC

3794 Pipestone St.

Bozeman, MT 59718

12. MANAGERS: (MANAGERS) (Names and Addresses)

13. INDIVIDUAL WITH DIRECT KNOWLEDGE (Name and Address) List the name and address of at least one individual who is a member or manager of the LLC or an authorized representative with direct knowledge of the operations and business activities of the LLC.

Adam Schumaker

3794 Pipestone St.

Bozeman, MT 59718

14. EXECUTION/SIGNATURE OF EACH PERSON WHO IS FORMING THIS BUSINESS: (Organizer)

I declare as an authorized signer, 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 members, managers, employees or agents of the limited liability company. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

SIGNATURE:

[Handwritten Signature]

PRINTED NAME:

Jeff Fox

TITLE:

Organizer

CONTACT NAME: (To resolve questions with this filing)

Nick Greenwood

PHONE NUMBER: (Include area code)

801-536-6925

Articles of Organization - Limited Liability Company 11/17

FEES

Required Processing Fee \$100

Processing Fees are nonrefundable. Please make check payable to "Corporation Division".

Free copies are available at sos.oregon.gov/business using the Business Name Search program.





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

Phone: (503) 986-2200  
FAX: (503) 378-4381  
sos.oregon.gov/business

**REGISTRY NUMBER: 182167891**  
**TYPE: DOMESTIC LIMITED LIABILITY COMPANY**

**Next Renewal Date: 5/10/2022**

BOMBING RANGE SOLAR, LLC  
3794 PIPESTONE ST  
BOZEMAN, MT 59718

### Acknowledgment Letter

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

<b>DOCUMENT</b>	<b>FILED ON</b>	<b>STATUS</b>
ARTICLES OF ORGANIZATION	5/10/2021	ACTIVE

**NAME**  
BOMBING RANGE SOLAR, LLC

**JURISDICTION**  
OREGON

**PRINCIPAL PLACE OF BUSINESS**  
3794 PIPESTONE ST  
BOZEMAN, MT 59718

**REGISTERED AGENT**  
C T CORPORATION SYSTEM  
780 COMMERCIAL ST SE STE 100  
SALEM, OR 97301

**MAILING ADDRESS**  
3794 PIPESTONE ST  
BOZEMAN, MT 59718

**MEMBER**  
GALLATIN POWER PARTNERS, LLC  
3794 PIPESTONE ST  
BOZEMAN, MT 59718

JACWIS  
ACK - NEWORG  
05/10/2021

# **Attachment A-3. Oregon Articles of Amendment**



Articles of Amendment/Dissolution - Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1227 - For more information, please call: (503) 988-2200

- Articles of Amendment (Complete only 1, 2, 3, 4, 5)
Articles of Dissolution (Complete 6, 7, 8)

REGISTRY NUMBER: 1821678-91

FILED: APR 28, 2023
OREGON SECRETARY OF STATE



182167891-24771586

SUNSTONE SOLAR, LLC

AMDART

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

ARTICLES OF AMENDMENT ONLY

1. ENTITY NAME: ECHO SOLAR, LLC

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

Article First, related to the entity name is hereby amended to read as follows:

1. The entity name is: SUNSTONE SOLAR, LLC

3. PLEASE CHECK THE APPROPRIATE STATEMENT:

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

Date of adoption of each amendment: 03-16-23

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

Date of adoption of each amendment:

4. PRINCIPAL PLACE OF BUSINESS (Physical Street Address)

130 Roberts St
Asheville, NC 28801

5. INDIVIDUAL WITH DIRECT KNOWLEDGE (Name and Address)

List the name and address of at least one individual who is a member or manager of the LLC or an authorized representative with direct knowledge of the operations and business activities of the LLC.

Ben Catt, Authorized Person
130 Roberts St.
Asheville, NC 28801

ARTICLES OF DISSOLUTION ONLY

6. NAME OF LIMITED LIABILITY COMPANY:

7. DATE DISSOLUTION OCCURRED:

Future date not allowed.

8. EXECUTION: 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 members, managers, employees or agents of the limited liability company. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: [Handwritten Signature]

Printed Name:

Ben Catt

Title:

Authorized Person

CONTACT NAME: (To resolve questions with this filing)

Melody Blackthorne

PHONE NUMBER: (Include area code)

828-276-9031

FEEES

Required Processing Fee \$100

Processing Fees are non-refundable. Please make check payable to "Corporation Division".

Free copies are available at sosl.oregon.gov/business using the Business Name Search program.

Articles of Amendment/Dissolution - Limited Liability Company (11/17)

Received Time Apr. 19. 2023 12:59PM No. 2083