OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT
“ECHO WINDFARMS PROJECT”

MORROW COUNTY and UMATILLA COUNTY, both political subdivisions of the State of Oregon, (hereafter jointly called “Counties”) and the following Oregon limited liability companies: Four Corners Windfarm, LLC; Four Mile Canyon Windfarm, LLC; Pacific Canyon Windfarm, LLC; Sand Ranch Windfarm, LLC; Ward Butte Windfarm, LLC; Oregon Trail Windfarm, LLC; Butter Creek Power, LLC; Big Top, LLC; and Wagon Trail, LLC, (individually a “Project Entity” and collectively the “Project Entities”) hereby enter into this Strategic Investment Program (“SIP”) Agreement (the “Agreement”) as of December 2008 (the “Effective Date”), for a 64.55 megawatt project (the “Project”)

WITNESSETH:

WHEREAS, the Oregon Legislature has established the Strategic Investment Program (hereafter “SIP”) to promote industrial competitiveness and to improve employment in the area where projects are to be located by encouraging businesses engaged in projects to hire local employees, (See ORS 307.123 and ORS 285C.600 - 285C.620.); and

WHEREAS, SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

WHEREAS, the Project Entities propose to build and operate a commercial wind energy generation project that crosses over County lines and is situated in both Morrow and Umatilla Counties, with approximately 19 wind towers situated in Morrow County and approximately 18 wind towers situated in Umatilla County. The Project situated in both Counties will have a capital cost of at least $25 million and is expected to include wind turbine generators, machinery and equipment, substation(s), meteorological towers, and an operations and maintenance facility. The project is expected to create approximately four new, permanent full-time jobs; and

WHEREAS, two of the Project Entities are owned 100% by John Deere Renewables, LLC (“Deere”). The remaining seven Project Entities are “flip projects” in which Deere will own 99% of the financial rights and 49% of the voting rights until Deere recovers its investment and receives its required return (the “Flip Date”). After the Flip Date, Deere’s financial and voting rights will decrease to 5%. The financial and voting rights for each of the Project Entities before and after the Flip Date are set forth in Exhibit I; and

WHEREAS, Deere will provide financing, project management, turbine supply, construction management, and operations and maintenance management to each of the Project Entities pursuant to Equity Capital Contribution Agreements, Project Administration Agreements, Construction Management Agreements, and Operations and Maintenance Management Agreements with the Project Entities; and

WHEREAS, the Project Entities each own an undivided interest in certain roads, collection and transmission lines, a substation, interconnection facilities and other facilities and equipment related to wind energy generation and transmission pursuant to an Amended and Restated Shared Facilities Agreement; and

WHEREAS, the Project Entities and Counties have jointly negotiated this Oregon SIP Agreement (the “Agreement”), and the Project Entities have provided to Counties a
copy of the Oregon Economic and Community Development Department ("OECDD") SIP application filed with the OECDD and will submit updates to the SIP application to the OECDD after the parties have fulfilled their requirements under State law. It is the intent of this SIP Agreement to provide the competitive tax structure in both Counties that is essential for the Project Entities to provide a source of renewable energy in Oregon and to contribute to the State of Oregon’s quality of life; and

WHEREAS, each County and Project Entity have provided public information and an opportunity for public input regarding the Strategic Investment Program generally and the Project Entities SIP application specifically, including a formal public hearing on this Agreement held in Morrow County on December 19, 2008, and a formal public hearing on this Agreement held in Umatilla County on December 19, 2008 and;

WHEREAS, this Agreement provides the terms and conditions under which each County agrees to recommend to the State that the SIP application be approved and tax abatement be granted for the Project, as defined below, in exchange for performance by the Project Entities of the obligations herein;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

1. Project Definition and Scope. The "Project" shall consist of wind turbine generators which may be installed or placed in service in phases or stages in Morrow and Umatilla Counties during the term of this Agreement, as well as all associated property (the "Associated Property"), including without limitation, roads and civil construction work, underground electrical lines, meteorological monitoring towers, an operations and maintenance facility, grid interconnection facilities, one or more substations, land, and associated supporting infrastructure and facilities, as more fully described in Application for Oregon Strategic Investment Program submitted on behalf of the Project Entities and deemed to have been received by OECDD on June 13, 2008 (the "Application"). Overhead transmission lines are not included in this Agreement and will be taxed separately. Unless otherwise determined by the Project Entities as described below, the Project further includes repairs, replacements, modernization, renovations and remodeling of such property made during the term of this Agreement. For purposes of this Agreement, the Project shall first exist when the real market value of the foregoing property is at least $25 million. Notwithstanding the foregoing, the Project shall include only wind turbine generators and Associated Property that are installed or placed in service within Morrow and Umatilla Counties after receipt by OECDD of the Application on June 13, 2008, and that have, in the aggregate, a nameplate capacity of 64.55 MW or less. Subject to the preceding sentence and subject to Site Permits for the Project Entities and State and local land use laws, the Project Entities may add to or subtract from (but not below $25 million) the property that constitutes the Project in the Counties (including repairs, replacements, modernization, renovations or remodeling). For purposes of this Agreement, "property" has the meaning assigned to that term in ORS 308.505 through 308.665. In the event that it is desired to re-power or expand the projects within the SIP period, the Counties shall have the right to re-open negotiation for a new "Per-Megawatt-Amount" as defined in section 4.2.3. Repowering or expansion shall not occur until satisfactory negotiation is concluded.

2. SIP Exemption Period. The "SIP Exemption Period" shall begin as defined in ORS 307.123 (1)(b), after the Project commences commercial operation and has a real market
value equal to, or in excess of, $25 million, and shall continue for 15 property tax years as provided by ORS 307.123(1)(h). As used in this Agreement, “commercial operation” shall mean that the Project first produces electrical energy and that electrical energy is transmitted into the regional transmission grid for delivery to a power purchaser, and “property tax year” means a period of 12 months beginning July 1.

3. **Conditions Precedent.** Except for the obligations set forth in Sections 5.1 and 6.1, the obligations set forth herein are conditioned upon a determination by the OECDD or its designee that the Project is eligible for the tax-exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules.

4. **Exemption, Project Entity Payments and Related Obligations.**

4.1 Each year on or before October 25, after coordination with each other, each County shall submit to Deere on behalf of the Project Entities a statement describing their calculations and an invoice for each County. Deere will separately itemize the amounts due from each of the Project Entities for the year in accordance with Sections 4.2.1, 4.2.2, and 4.2.3, as applicable. The invoiced amounts shall be paid by Deere, on behalf of the Project Entities, to the appropriate County no later than December 1 of each tax year.

4.2 In consideration of participating in the SIP with respect to the Project, each of the Project Entities agrees to pay the Counties such Project Entity’s proportionate share (based on the aggregate number of megawatts of nameplate capacity of the wind turbine generators owned by such Project Entity) (the “Proportionate Share”) the amounts as set forth below:

4.2.1 Ad Valorem Property Taxes. The first $25 million in real market value of the Project, subject to annual increases at the rate of three percent (3%), shall be taxable at its assessed value as provided by ORS 307.123 and 308.146 and shall be prorated between Morrow and Umatilla Counties based on the aggregate number of megawatts of nameplate capacity of the wind turbine generators owned by the Project Entities installed in each County. Property taxes on such value will be payable at each County’s tax rate to each respective County in accordance with ORS 311.505. The remainder of the real market value of the Project shall be exempt from taxation as provided by ORS 307.123.

4.2.2 Community Service Fee (“CSF”). For each year of the SIP Exemption Period, Deere, on behalf of the Project Entities, shall pay a CSF, in an amount equal to twenty-five percent (25%) of the property taxes that would, but for the exemption, be due on the exempt property in each assessment year, but not exceeding an aggregate of $500,000 in any year. The CSF will be calculated pursuant to ORS 285C.609 (4) (b) (B) and shall be prorated between Morrow and Umatilla Counties based on the aggregate number of megawatts of nameplate capacity of the wind turbine generators owned by the Project Entities and installed in each County.

4.2.3 Additional Amount. If in any year of the SIP Exemption Period, the Statutory Amount is less than the Minimum Revenue Amount for the property tax year in either County, then Deere, on behalf of the Project Entities, shall pay to that County an amount
equal to the difference between the Minimum Revenue Amount and the Statutory Amount (the "Additional Amount"). The Additional Amount shall be payable in addition to any property taxes and CSF for the year. For purposes of this Agreement, the following definitions apply:

"Statutory Amount" means the sum of (i) the ad valorem property taxes due for the property tax year pursuant to Section 4.2.1, and (ii) the aggregate CSF.

"Per-Megawatt Amount" means, for

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"Minimum Revenue Amount" means the sum of the product of (a) the nameplate capacity (in Megawatts) of the Project in each County as of January 1 of that year multiplied by (b) the Per-Megawatt Amount for the property tax year for that County.

4.2.4 Local Improvement Payments. In addition, Decree, on behalf of the Project Entities, agrees to make the following "Local Improvement Payments." These payments may be expended by the Counties on County priorities at the sole and unfettered discretion of the governing body of the County in which said Local Improvement Payments are received, provided, however, that the aggregate amounts payable to each County shall not be subject to change. These payments are further not intended to create any third party beneficiary rights for any entities designated in this agreement. The total Local Improvement Payments are as follows: Morrow County - $400,000 and Umatilla County - $400,000. A Local Improvement Payment shall be paid in five (5) equal annual installments without interest, with the first installment due on December 1 of the first tax year in which the exemption referred to in Sections 2 and 4.2 is effective and on the next four (4) December 1 dates.

4.2.5 County Cost of Preparation of SIP Agreement. In addition to the above, the Project Entities agree to reimburse the Counties for their reasonable costs incurred for SIP Agreement preparation, including staff, legal, administrative, and professional fees, provided however, in no event shall the aggregate of such fees payable to both Counties exceed Thirty Thousand dollars ($30,000). Payment of these costs shall be made within thirty (30) days after receipt of invoice.

4.3 SIP Application. The Project Entities shall file a SIP application with the State and pay all applicable fees as provided in ORS 285C.612 and applicable administrative rules.

4.4 First-Source Hiring Agreement. The Project Entities shall enter into first-source hiring agreements with appropriate third parties acceptable to the Counties in substantially the form required pursuant to OAR 123-070-1000-2400. Each County is to be designated a third-party beneficiary of the agreement for that County and is entitled to enforce its terms. The parties may designate a different provider for this service by letter agreement.

4.5 Property Tax Statements and Information. The Project Entities shall notify each County on an annual basis, at the time of the filing with the Oregon Department of
Revenue ("DOR") of the annual statement for property tax purposes covering the Project, of the nameplate capacity (in Megawatts) of the Project located in each County as of January 1 of that year.

5. **County Obligations.**

5.1 Within 15 days after the Effective Date, the Counties shall request that the Oregon Economic and Community Development Commission determine that the real and personal property constituting the Project situated in that County be granted exemption from ad valorem property taxation for the SIP Exemption Period.

5.2 The Counties shall establish separate tax accounts for each of the Project Entities in accordance with OAR 150-307.123(1).

5.3 The Counties are solely responsible for determining how to allocate the CSF and any Additional Amounts between them and for disposition of the CSF and the Additional Amounts, including paying any portions that are due or payable to any other jurisdictions. In no event shall any Project Entity have any liability in connection with any disagreement, error, or conflict between the Counties related to the division, allocation, or distribution of such amounts. In no event shall any Project Entity have any liability or obligation to any other person with respect to the respective CSFs or the Additional Amounts after such Project Entity has discharged its duty to pay as set forth in Section 4 above, and each County shall hold such Project Entity harmless with respect to any claims to the contrary to the extent allowed under the State Constitution.

6. **Joint Obligations.** In addition to the other obligations set forth in this Agreement, the parties shall:

6.1 Cooperate with the OECDD and the DOR to secure approval of the SIP and take such steps as may, from time to time, be reasonably necessary to maintain the tax exemption.

6.2 Provide such information and resources to each other as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement.

7. **Ad Valorem Property Taxes.** Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the portion of the Project that is taxable as described in Section 4.2.1 of this Agreement or on property outside the Project.

8. **Miscellaneous Provisions.**

8.1 The laws of the State of Oregon shall govern this Agreement. Venue is in the Circuit Court of the State of Oregon for the County of Morrow involving property in Morrow County and for the County of Umatilla involving property in Umatilla County. Venue for a dispute involving the interpretation or enforcement of this Agreement may be in either County. The parties agree that in case of any disputes that arise under this Agreement they shall first attempt to resolve such disputes through good-faith negotiations between authorized representatives for both parties for a period of thirty (30) days before filing any litigation.
8.2 Unless defined herein, the terms herein shall be given their normal and customary meaning, except that terms relating to the payment of property taxes and fees provided for in this Agreement shall be construed consistently with the tax laws and rules of the State of Oregon. No provision shall be construed against a party simply because that party drafted the provision.

8.3 Failure to make payment in full of the CSFs or the Additional Amounts by the due date shall result in interest being charged on the past due balance in the same amount as is provided by law for late payment of ad valorem property taxes.

8.4 Default by a Project Entity on part of this Agreement by failure to comply with requirements for one County can constitute default of the entire agreement as to that Project Entity for both Counties and the Counties may, jointly or severally, enforce the terms of this agreement at the sole discretion of the Counties. All amounts due by the Project Entities to the County under this SIP shall be considered as taxes due and unpaid and as such shall become a tax lien on the project property covered by the SIP in the event of default and subject to summary collections under ORS 311.405. Said tax lien shall not be voided or impaired. The County or both Counties shall have the right to enforce payment of any and all amounts due to them by a Project Entity and/or any permitted assignee (including interest, as provided in Section 8.3), through an appropriate action to collect such amounts. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Agreement, or to collect the CSF or the Additional Amount due hereunder or any portion thereof, a Project Entity found to be in default of this Agreement agrees to pay, in addition to the costs and disbursements provided by statute, such additional sums as the court may adjudge reasonable for attorneys’ fees, the County’s consulting fees, and other out-of-pocket County expenses to be allowed plaintiff in said suit or action, provided County(s) is the prevailing party. Each Project Entity also agrees to pay and discharge all reasonable costs and expenses actually incurred, including the County’s reasonable attorneys’ fees, reasonable consulting fees, and other reasonable out-of-pocket County expenses that shall arise from enforcing any provisions of this agreement in the event of any default by such Project Entity even though no suit or action is instituted. Nothing in this Section 8.4 is intended to limit any remedies otherwise available to the County to enforce any of the provisions of this Agreement, including payment of any and all amounts due to the County by the Project Entities and/or any permitted assignee.

8.4.1 The Counties and each Project Entity hereby agree to this Agreement in its entirety. The parties understand and agree that the Counties will only get the full benefit of their bargain if they receive all payments contemplated in this Agreement. The “Default Amount” for each Project Entity shall mean the amount equal to that Project Entity’s Proportionate Share of the “Minimum Revenue Amount” for the property tax year in which the Default occurred, multiplied by the number of property tax years remaining in the SIP Exemption Period. “Default” shall mean the material breach of this Agreement by any Project Entity that fails to cure said default within thirty (30) days after that Entity receives notice from the County(s) in which the breach occurred.

8.4.2 In the event that a Project Entity fails to pay the amounts due pursuant to Sections 4.2.2 and 4.2.3 for two (2) consecutive tax years, then in addition to any other remedies allowed at law or in equity, the following shall apply:
8.4.2.1. This Agreement and the SIP exemption for that Project Entity may be terminated at the election of the Counties.

8.4.2.2. That Project Entity shall be obligated to pay to the Counties the Project Entity’s Default Amount as “Liquidated Damages.”

8.4.2.3 The County(s) in which the Default occurred shall submit to the breaching Project Entity an invoice for the amount of Liquidated Damages due, together with a statement setting forth its calculations.

8.4.2.4 The breaching Project Entity shall pay such invoiced amounts on or before sixty (60) days after its receipt of the invoice; provided, however, in the event the breaching Project Entity does not agree with the calculations, the breaching Project Entity and the County shall attempt to resolve such disputes through good faith negotiations between authorized representatives for both parties during such sixty (60) day period.

8.4.3 In accordance with Oregon law, in the event of an overpayment of the CSF or any Additional Amount, the Counties shall either issue an overpayment refund check or return the incorrect payment and request that the Project Entities reissue payment in the correct amount. In the event of return payment the applicable Assessor shall establish a reasonable schedule for payment.

8.4.4 If a Project Entity fails to pay its Proportionate Share of any CSF or Additional Amount by the end of the property tax year in which it is due, and such failure is not cured within 30 days after the Project Entity receives notice from the County(s) of such failure, the tax exemption for that portion of the Project owned by that Project Entity shall be revoked. The property of the defaulting Project Entity shall be fully taxable for the following year and for each subsequent property tax year for which the Default remains uncured. If an unpaid amounts are paid after the exemption is revoked, the property shall again be eligible for the exemption, beginning with the tax year after the payment is made. Reinstatement of the exemption shall not extend the 15-year exemption period.

8.5 For the convenience of the Counties and the Project Entities, each of the Project Entities hereby designates Deere as the SIP Agreement Administrator and as such, Deere is authorized to receive any and all tax notifications from the Counties. By this designation and appointment of Deere as SIP Agreement Administrator, the Project Entities hereby agree that notice to Deere on their behalf shall constitute actual notice to the Project Entities individually. The SIP Agreement Administrator shall (i) serve as the Project’s single point of contact for the Counties and (ii) coordinate the Project Entities’ compliance with this Agreement.

8.6 All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by facsimile, three days after mailing if sent by mail, and one day after dispatch if sent by express courier, to the following addresses, or such other addresses as any party may notify the other parties in accordance with this Section 8.6:
If to Morrow County, to:  
MORROW COUNTY COURT  
PO BOX 788  
HEPPNER, OR 97836  
Facsimile No.: 541-676-5621  
Telephone No.: 541-676-5620  
Attention: Morrow County Judge

If to Umatilla County, to:  
Umatilla County Board of Commissioners  
216 SE 4th Street  
Pendleton, Oregon 97801  
Facsimile No.: 541-278-5463  
Telephone No.: 541-278-6204  
Attention: Chair, Board of Commissioners

If to the Project Entities:

Four Corners Windfarm, LLC  
Four Mile Canyon Windfarm, LLC  
Pacific Canyon Windfarm, LLC  
Sand Ranch Windfarm, LLC  
Ward Butte Windfarm, LLC  
Oregon Trail Windfarm, LLC  
Butter Creek Power, LLC  
Big Top, LLC  
Wagon Trail, LLC  
c/o John Deere Renewables, LLC  
6400 NW 86th Street  
Johnston, IA 50131  
Facsimile No: 515-267-4235  
Telephone No: 515-267-3871  
Attention: Manager, Wind Administration

9. **Merger.** This contract constitutes the complete and exclusive agreement between the parties with respect to the Project, and supersedes all prior agreements and proposals, oral or written and any other communication between the parties on this matter. No waiver, modification, amendment or other change will be binding on either party, except as a written addendum, signed by authorized agents for both parties.

10. **Assignment.**

10.1 Project Entities may not assign this Agreement without the prior written notice to the Counties, provided the assignee satisfies all applicable requirements under ORS 285C.600 to 285C.626 and assumes the obligations, conditions, requirements and other terms of this Agreement provided, however, that no assignment or delegation shall be permitted unless all payments due the Counties under this Agreement as of the time of the assignment or delegation have been paid in full.

10.2 Notwithstanding the above limitations on assignment, the parties recognize that the Project is made up of nine (9) separate LLC's and that the financial and voting rights will change on the Flip Date as set forth in Exhibit A.
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate effective the 15th day of December, 2008.

MORROW COUNTY

Jerry K. Salzman
County Judge

John Wood
County Commissioner

ABSENT
County Commissioner

UMATILLA COUNTY

William J. Hamiliton
County Commissioner

Walter S. Hansen
County Commissioner

SAND RANCH WINDFARM, LLC

By: Columbia Windfarm, LLC, its Managing Member
By: John Deere Renewables, LLC, Attorney in Fact

By: Terry L. Kramer, Assistant Secretary

FOUR CORNERS WINDFARM, LLC

By: Terry L. Kramer, Manager

FOUR MILE CANYON WINDFARM, LLC

By: Terry L. Kramer, Manager

PACIFIC CANYON WINDFARM, LLC

By: Oregon International Holdings, LLC, its Managing Member
By: John Deere Renewables, LLC, Attorney in Fact

By: Terry L. Kramer, Assistant Secretary
WARD BUTTE WINDFARM, LLC

By: Pacific Trail Windfarm, LLC, its Managing Member
   By: John Deere Renewables, LLC, Attorney in Fact

By: [Signature]
   Terry L. Kramer, Assistant Secretary

OREGON TRAIL WINDFARM, LLC

By: Columbia Windfarm, LLC, its Managing Member
   By: John Deere Renewables, LLC, Attorney in Fact

By: [Signature]
   Terry L. Kramer, Assistant Secretary

BUTTER CREEK POWER, LLC

By: Kent Madison, its Managing Member
   By: John Deere Renewables, LLC, Attorney in Fact

By: [Signature]
   Terry L. Kramer, Assistant Secretary

BIG TOP, LCC

By: Frank Mader, its Managing Member
   By: John Deere Renewables, LLC, Attorney in Fact

By: [Signature]
   Terry L. Kramer, Assistant Secretary

WAGON TRAIL, LLC

By: Shannon Rust, its Managing Member
   By: John Deere Renewables, LLC, Attorney in Fact

By: [Signature]
   Terry L. Kramer, Assistant Secretary
### Exhibit 1
Financial and Voting Rights in Project Entities

#### Pre-Flip Date Ownership Interests

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#### Post-Flip Date Ownership Interests

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